

**A REQUEST FOR PROPOSALS
FOR THE OPERATION AND MAINTENANCE OF
FIXED ROUTE BUS SERVICE
#2017-19**



**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
1362 RUTAN COURT, SUITE 100
LIVERMORE, CA 94551**

October 20, 2017

NOTICE TO PROPOSERS

The Livermore Amador Valley Transit Authority (LAVTA), located in Eastern Alameda County, California, invites proposals for contracting the operation and maintenance of its Fixed Route bus service for a three (3) year period, with an option to extend for four (4) additional years in any combination deemed appropriate.

LAVTA intends for this procurement to be primarily conducted electronically via distribution on the procurement page of www.wheelsbus.com; however, upon request, copies of the request for proposal may be obtained from:

Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551
Telephone: (925) 455-7555

LAVTA seeks proposals from qualified firms with strong experience in all aspects of bus operations and maintenance, including experienced personnel.

Prospective Proposers are strongly encouraged to attend a pre-proposal meeting and tour to be held on **November 6, 2017**, at 10:00 a.m. PST at the Livermore Amador Valley Transit Authority Administrative Offices, Board Room, 1362 Rutan Court, Suite 100, Livermore, California. All proposals must be received by LAVTA by 4:00 p.m. PST on **December 21, 2017** as specified in the solicitation documents. No proposals will be accepted after this time and date. Any proposal received after the closing time will be returned unopened to the sender.

Proposing firms must not be on the Comptroller General's list of ineligible bidders. The successful Proposer will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations. Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this Request for Proposals and will not be subjected to discrimination of the basis of race, color, sex, or national origin in consideration for an award.

This solicitation has been divided into three (3) sections:

- I. **Terms and Conditions** – Sets the expectations and goals for the solicitation process itself. Also sets any deliverables expected.
- II. **Scope of Work** – Details the specific nature of the LAVTA services. This section should be used as reference for clarification of items needed in Section 1.
- III. **Required Clauses** – Predominantly Federal Transit Administration language and required clauses.

Additionally, there are forms, exhibits, and attachments to this solicitation. All have been designed to provide a clear review of the requirements associated as well as guidance to Proposers as they prepare solicitation responses.

Tamara Edwards

Tamara Edwards
Director of Finance
Livermore Amador Valley Transit Authority (LAVTA)

Section 1

Terms and Conditions

SECTION I – TERMS AND CONDITIONS

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SECTION I

TERMS AND CONDITIONS

1 GENERAL INFORMATION

1.1 Overview

The Livermore Amador Valley Transit Authority (LAVTA) was formed in 1985 under the provisions of the California Joint Exercise of Powers Act, Government Code Sections 6500 et. seq. by the Cities of Dublin, Livermore, Pleasanton, and Alameda county. LAVTA is governed by a seven member board of directors composed of two elected officials from each city's City Council and one member appointed by the Alameda County Board of Supervisors. LAVTA is responsible for provision of public transit service within a service area of approximately 40 square miles, which includes the Cities of Dublin, Pleasanton, and Livermore, and nearby unincorporated portions of eastern Alameda county, which are collectively known as the Tri-Valley. At present, LAVTA's service fleet consists of 60 fixed route/express buses and 7 staff/support vehicles.

1.2 Service Operations

LAVTA operates fixed route bus service (Wheels), inter-regional express bus service, and paratransit service (Dial-a-Ride) for persons with disabilities. LAVTA operates the following services:

- Fixed Route – Wheels operations are focused on two distinct service areas, which are approximately three miles apart: the eastern area serving Livermore and the western area serving Dublin and Pleasanton. A number of routes connect these two service areas. A copy of the current route schedules and maps are available on the Wheels website (www.wheelsbus.com).
- School Routes – LAVTA operates 15 school-focused routes to middle and high schools in Pleasanton and Dublin. They typically operate one trip in the AM and one trip in the PM timed with the school bell schedules.
- Express Bus – LAVTA operates Express Bus services between the East Dublin/Pleasanton BART station and the Pleasant Hill BART station. LAVTA also operates express service between downtown Livermore and the Dublin/Pleasanton BART station. This service operates on weekdays only.
- Rapid – LAVTA operates two Rapid lines between Livermore and Dublin/Pleasanton BART stations. The services operates every 15 minutes on weekdays with Rapid-branded vehicles and bus stops. The buses have Transit

Signal Priority (TSP) which has been activated along the majority of the operating corridors, and there are five intersection queue jumps active in the service area. The Rapid service will enjoy additional upgrades including enhanced and expanded TSP and more Rapid-branded bus stops in FY2018.

- Paratransit – LAVTA provides complementary ADA paratransit service (Dial-a-Ride) within its service area. LAVTA’s paratransit contractor is currently Medical Transportation Management, Inc. (MTM, Inc.)
- Planned Service Changes – In 2016, LAVTA finalized a comprehensive study of the route network and made a series of service changes to realign routes, reduce duplication of services, eliminate unproductive routes or route segments, improve bus stop spacing, and provide frequent service along arterials with direct access to Bay Area Rapid Transit (BART) stations. LAVTA is closely monitoring system ridership following the 2016 service change; the Contractor shall pay particular attention to operations and bus stop condition in the “Golden Zone” areas of the Rapid service (i.e. route segments 1-3 miles from BART in both Pleasanton and Dublin). Staff may be making recommendations for route adjustments in the near-term of this contract. Over the years of this proposed contract, LAVTA’s ability to expand or reduce service is highly dependent on sales tax receipts and actions of the State Legislature and regional policymakers.

LAVTA estimates that its public transit service will operate revenue and non-revenue vehicle miles and vehicle hours as shown in Table 1 – Hours and Miles Estimates, for the base year of the contract. It should be noted by Proposers that due to uncertainty of future economic conditions, the number of future service hours may vary significantly from the base year, and therefore the cost proposal (Form 1.1) is structured to require Proposers to state their proposed costs in the first (base) year of the contract (FY18/19) as well as several alternate scenarios that vary the amount of service relative to the first (base) year. While the current forecast of hours and miles of future service is expected to be level, LAVTA’s actual service levels will be determined year-by-year as determined by future fiscal conditions. The estimates below are not a guarantee of future service conditions.

For a point of reference, LAVTA carried approximately 1.5 million riders on its Fixed Route service in FY17.

Table 1 – Hours and Miles Estimates

Projected Revenue Vehicle Hours

	Base Years		
	FY2019	FY2020	FY2021
Local Fixed-Route	87,015	87,015	87,015
Rapid	38,321	38,321	38,321
Total	125,336	125,336	125,336

Projected Non-Revenue Vehicle Hours

	Base Years		
	FY2019	FY2020	FY2021
Local Fixed-Route	7,979	7,979	7,979
Rapid	3,514	3,514	3,514
Total	11,493	11,493	11,493

Projected Revenue Vehicle Miles

	Base Years		
	FY2019	FY2020	FY2021
Local Fixed-Route	1,223,344	1,223,344	1,223,344
Rapid	538,755	538,755	538,755
Total	1,762,099	1,762,099	1,762,099

Projected Non-Revenue Vehicle Miles

	Base Years		
	FY2019	FY2020	FY2021
Local Fixed-Route	153,077	153,077	153,077
Bus Rapid Transit	67,416	67,416	67,416
Total	220,493	220,493	220,493

Assumptions:

- Revenue hours based on current operational and financial information, revenue forecasts, and LAVTA 2016-2025 Short Range Transit Plan

2 CAPITAL EQUIPMENT AND FACILITIES

2.1 Vehicles (Revenue and Non-Revenue)

LAVTA has included the LAVTA Preventative Maintenance Plan (PMP) as Exhibit C to this solicitation. The PMP outlines the Capital Vehicle Inventory and includes revenue and non-revenue vehicles. Fixed-route buses generally have a life span of 12 -15 years. LAVTA's current average fixed-route fleet age is 3 years. Non-revenue vehicles are replaced as needed.

2.2 Facilities

2.2.1 Maintenance, Operations, and Administration (MOA)

LAVTA's current MOA facility is located at 1362 Rutan Court, Livermore, California. This facility was constructed in 1991 and is composed of administration and operations offices, maintenance bays and stores, fuel islands, a mechanical bus washer, parking for LAVTA vehicles and employees, and other amenities. The selected Proposer will operate from this MOA facility. LAVTA also has off-site bus parking at the Atlantis O&M Facility which is located at 875 Atlantis Court, Livermore, California, approximately 1.5 miles from the MOA facility. From time to time, buses are parked at this location; more vehicles may be parked there as service expands. The Agency currently leases part of the Atlantis facility for commuter parking.

2.2.2 Livermore Transit Center

In 1998 LAVTA opened an intermodal transit center in downtown Livermore. This center is the primary transfer and layover site for LAVTA's Livermore routes. There are 14 bus bays, 14 parking stalls, and space for circulation. In addition to Wheels and Rapid buses, this center also serves commuter rail passengers on the Altamont Commuter Express (ACE) and Amtrak Thruway buses.

In 2017, the City of Livermore launched a project to relocate a historic train depot to the Livermore Transit Center and rehabilitate the building for use as a new ticket office for LAVTA customer service staff. At the time of the release of this RFP, the Livermore Transit Center remains an active construction site and is partially closed to routine bus operations. Proposers should therefore be aware during pre-proposal facility tours that the Livermore Transit Center will look and operate differently post-construction from its appearance during the pre-proposal period. It is anticipated that following construction and prior to the start of work under this contract that the Livermore Transit Center will be restored to the full operational capacity described in the preceding paragraph.

2.2.3 Bus Shelters and Stops

The LAVTA service area has approximately 585 bus stops, approximately 150 of which include shelters. Equipment for stops and shelters is provided by LAVTA as needed to provide for sufficient inventory of spare parts to maintain stops and shelters in a state of good repair. Maintenance of these shelters and stops is included as an optional add-on to this RFP as shown in Form 1.1. Cleaning of bus shelters, stops, and stations is not included within this solicitation. LAVTA's current bus stop cleaning contractor is AIM to Please. The successful proposer will be responsible for oversight of the bus stop cleaning contractor.

2.2.4 Satellite O&M Facility (Atlantis Facility)

The Authority finalized phases 1 and 2 of construction of a new Administrative, Operations and Maintenance Facility due to the historical growth of the Tri-Valley and the service that LAVTA provides, the Agency is in the final design phase for a new

Administrative, Operations and Maintenance (O&M) Facility. LAVTA is currently investigating the funding and phasing alternatives available to assist with the completion of this project. This project has been divided into five distinct phases: (1) Construction of new parking facilities (completed); (2) fuel/wash building (completed); (3) operations building; (4) renovation of the Rutan facility; and (5) maintenance building. Each phase will be developed and constructed as funding permits. Currently, it is possible that some phases may be constructed during the period covered by this RFP. When completed, the Atlantis facility will ultimately be used to maintain the fixed-route fleet. The selected Proposer will be expected to participate in the final design process of the project to best facilitate the use of the property.

2.2.5 Intelligent Transportation Technologies

LAVTA has procured several pieces of technology that are designed to enhance the overall customer experience on Wheels services. These IT products must be used by the selected Proposer unless LAVTA expressly agrees that other technologies may be used. These technologies include:

- Automatic Vehicle Location System – A GPS-based, Computer Assisted Dispatching (CAD) tool that provides predictive arrival times for vehicles. LAVTA has purchased the Siemens (now Trapeze) TransitMaster AVL system which is deployed system-wide (Fixed Route). This system provides real-time information and feeds several reporting functions of the agency. Supplemental equipment to the AVL system are:
 - Automatic Passenger Counters,
 - Audio and Visual Annunciation System,
 - Emergency Alarms, and
 - Vehicle “discreets” that measure performance on certain components of the vehicle.
- Digital Surveillance Systems – LAVTA installs surveillance systems on its vehicles
- Up to 9 digital cameras are placed on buses that record to a hard-drive. All buses that have this system are equipped with impact sensors and panic buttons that are tied directly into the AVL system.
- Transit Signal Priority (TSP) – the Rapid bus lines operate with TSP throughout the Tri-Valley. There are currently 5 intersection queue jumps that are operational.

3 OBJECTIVES OF THIS RFP

LAVTA currently provides fixed-route service by contracting the operations and maintenance of that service to a single firm that provides all services itself without subcontracting. For the services rendered, the firm is paid an hourly fee and a fixed monthly fee. The fixed-route service is provided by a fleet of 29', 35', and 40' coaches.

In this RFP, LAVTA is interested in examining different service approaches, including but not limited to Mobility Management approaches that can result in:

- Reduced costs
- Higher ridership
- More efficient use of resources
- Improved quality of service
- Reduced risk and claims
- Better right-sizing of the fleet

The initial term of the agreement shall be from July 1, 2018, through and including June 30, 2021. Upon completion of the initial term, LAVTA, at its sole discretion, may extend the term of this agreement for up to four additional one-year terms, at the price specified in the proposal for the amount of service to be operated.

4 SELECTION PROCESS

4.1 Proposed Schedule of Events

Task	Date
Issue Request for Proposals (RFP)	October 20, 2017
Pre-Proposal Conference (10:00 a.m. PST)	November 6, 2017
Deadline for Questions (12:00 noon PST)	November 17, 2017
Response to Questions	December 1, 2017
Technical Proposals Due (4:00 p.m. PST)	December 21, 2017
Interviews with Selected Proposers	January 23-26, 2018
LAVTA Board of Directors Awards Contract	March 5, 2018
Successful Proposer Starts Service	July 1, 2018

4.2 Pre-Proposal Meeting

LAVTA will hold a pre-proposal meeting for the purpose of responding to reasonable questions pertaining to the project and proposal content. All interested Proposers are strongly encouraged to attend. Any questions that require modification to the meaning or intent of the RFP must be submitted in writing as described below. Oral statements, interpretations, or modifications are not binding on LAVTA.

A tour of the Rutan Maintenance, Operations and Administration Facility, the Atlantis O&M Facility, and the Livermore Transit Center will be conducted immediately following the Proposers conference. This tour will review available equipment and facilities. No other aspect of the RFP will be discussed and no other visits to the facility will be entertained.

4.3 Requests for Clarification

Any questions, request for interpretations or comments regarding the RFP must be submitted in writing to LAVTA no later than the date specified in Section 4.1. A response to all questions and comments, including those presented as the Pre-Proposal meeting, will be returned to the Proposers by the date specified above. Oral interpretations will not be binding on LAVTA.

4.4 Evaluation Process

Evaluation of Proposals will be conducted by an Evaluation Panel. The Evaluation Panel may draw on subject matter expertise from resources both internal and external to LAVTA.

LAVTA may reject any Proposal in which the qualifications or prices are not deemed to be within an acceptable or competitive range or if a proposal is incomplete or vague and not submitted in compliance with the requirements of this RFP. LAVTA may seek clarifications from any or all Proposers regarding their Proposals, or may request that Proposers submit modified Proposals or Best And Final Offers.

Following an initial review and screening of the Proposals, using the selection criteria set forth below, one or more firms *may* be invited to participate in an interview and/or *may* be requested to provide clarifications, answer any questions, or submit modified proposals.

Following conclusion of review of written proposals, as well as any interviews, submission of additional information or modified proposals as described above, the Evaluation Panel will rank the proposers based upon the evaluation criteria listed below. Following such ranking, the Evaluation Panel may conclude the process and recommend award of a contract, or it may, at its discretion, solicit Best and Final Offers from the highest-ranked firm(s), as determined at its discretion.

LAVTA may accept the Proposal or negotiate the terms and conditions of the Contract with the highest-ranked firm. If negotiations are unsuccessful, LAVTA will terminate the negotiations with that firm and may open negotiations with the next highest-ranked firm. If negotiations with this firm are also not successful, LAVTA may repeat the negotiations process with the next highest-ranked firm or, at its sole discretion, LAVTA may reject all remaining Proposals.

LAVTA reserves the right to conduct pre-award negotiations with any or all Proposers, and the right to award the Contract without negotiations. LAVTA reserves the right to award the Contract without conducting interviews.

This RFP does not commit LAVTA to awarding a Contract. Proposers shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal process. LAVTA reserves the right to reject any and all Proposals, the right in its sole

discretion to accept the Proposal it considers most favorable to LAVTA's interest, and the right to waive minor irregularities. LAVTA further reserves the right to reject all Proposals and seek new Proposals when such procedure is reasonable and in the best interest of LAVTA.

The Evaluation Panel shall submit to the Executive Director the highest-ranked proposer(s) based on the process described above. The Executive Director shall make a recommendation for award to LAVTA's Board of Directors based on which proposal is in LAVTA's best interest. If an award of contract is made, LAVTA reserves the right to award the contract to the responsive and responsible Proposer that it deems offers the most advantageous Proposal to LAVTA and best meets the requirements of LAVTA, including technical approach, qualifications, and cost.

5 SELECTION CRITERIA

The evaluation of proposals will be based on the following criteria:

1. The experience of the local management team and the company including but not limited to the following: **(30 points)**

- The experience of the company, the proposed General Manager, and the proposed key management personnel to operate and maintain high-quality, customer-friendly, on-time public transit services while minimizing customer complaints, preventable road calls, and preventable accidents
- The General Manager's experience managing transit operations and maintenance functions, the size and complexity of prior transit management experience, and the demonstrated results attributed to the General Manager's acumen
- The level of experience of the other key management personnel in the areas for which they will be responsible
- The breadth of the company's other transit contracts and any company-wide programs that would be made available to LAVTA
- Experience in delivering safety in operations and maintenance
- Experience in delivering excellence in customer service
- References

2. Cost of providing the contractual services **(25 points)**

Costs for the base year and costs of varying future service levels beyond the base year will be considered in the evaluation of the proposal. Using the Cost Proposal Forms 1.1 and 1.2, Proposers will be evaluated as follows:

- Total annual cost of the base year will be evaluated based on the Grand Total number included in lines 69, 79, 80 or 81 on Form 1.1.
- Total cumulative year 2 through year 7 escalators included on lines 85-90 on Form 1.1 will be evaluated. LAVTA may consider both the amount of the

escalators and the timing — for instance, whether price increases are reasonably apportioned across seven years or otherwise substantially front- or end-loaded.

- Workforce estimates for lower/higher levels of service as indicated in Form 1.2 will be evaluated to ascertain the reasonableness of the Grand Total price stated in lines 69, 79, 80 or 81 of Form 1.1. LAVTA may adjust the scoring of Form 1.1 (i.e. the first bullet in this list) based on the information contained in Form 1.2.
- Innovations that result in reduced costs included on Form 1.1 should be identified and described so evaluators understand the basis for the cost estimates. LAVTA may adjust the scoring of Form 1.1 based on the information provided related to this criteria.
- Innovations that are not included in the proposal that could be implemented and which would reduce costs should be described and an estimate made of the magnitude of such cost savings. LAVTA may adjust the overall price score based on cost-saving solutions proposed by proposer that are not captured by Form 1.1.

3. Approach to Scope of Work **(35 points)**

The approach to the scope of work may include innovative and implementable ideas to streamline service delivery, improve efficiencies, and manage costs, while demonstrating a solid commitment to the quality provision of fixed-route bus service in the Tri-Valley. In addition, the approach to the scope of work may identify creative ways to improve customer service, manage and improve on-time performance, maximize safety, maintain the fleet, train and retain qualified workforce, and implement technological improvements and innovations.

Proposers are encouraged to suggest innovative approaches to providing the required scope of service that will maximize safe, customer-friendly, and cost-effective transit operations, such as productivity incentives, safety incentives, training programs, operator retention, and monthly and yearly bus operator awards.

4. The commitment to the existing workforce **(10 points)**

As required by California Labor Code Section 1072, and as described further below, Proposers must state whether or not it will retain the employees of the prior contractor for a period of not less than 90 days. LAVTA shall award 10 points to any Proposer who agrees to retain the employees of the prior contractor. Partial points will not be awarded in this category.

6 PROPOSAL CONTENT--INSTRUCTIONS TO PROPOSERS

LAVTA has designated Tamara Edwards to be the Agency Point of Contact regarding this solicitation. All correspondence and sealed proposals shall be directed to:

Tamara Edwards
Director of Finance

Livermore/Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551

Proposers shall not contact, lobby, or communicate with any member of the Board of Directors, or employees or agents of LAVTA, regarding the RFP or the selection process.

6.1 Adherence to Proposal Form

The intent of this RFP is to encourage responses that clearly communicate the Proposer's understanding of the scope of work and its approach to successfully providing the services required herein. The proposals shall provide this information in a concise and well-organized manner. While there is no specified page limit on proposals, extraneous materials that do not directly pertain to the requirements of this RFP are not desired. Proposals will follow the format outlined below, and shall be submitted on the forms provided. Unacceptable conditions, limitations, provisos, or failure to respond to specific instructions or information requested in the RFP may result in rejection of the proposal.

6.2 Required Submittal Information

Sealed Proposals must be submitted by 4:00 p.m. (PST) on the date specified in Section 4.1. Proposers shall submit one (1) original print, eight (8) additional print copies and eight (8) electronic copies in PDF or Microsoft Office format to the designated Procurement Manager listed above.

The following information must be in the proposal:

6.2.1 Organizational Information--Cover Letter

Statement of firm's organizational structure, experience, history, legal status (i.e., partnership, corporation, etc.), capabilities, financial solvency, list of owners and officers, and management philosophy. Include information on how Proposer intends to manage the transit staff and system. Proposals must also indicate that the firm is prepared to enter into a contract with LAVTA in accordance with the terms and conditions set forth in this RFP, and bind the Proposer to the proposed scope of services and price proposal for 210 calendar days from the date submitted. Proposers must also state whether or not the proposing firm will retain the employees of the prior contractor for a period of not less than 90 days.

6.2.2 References

List up to ten contract services of similar operation (both current and former) that Proposer's firm has provided during the preceding five (5) years, including the name of the agency, company or entity, contact person, and phone number.

6.2.3 Personnel

Four key positions to be filled by the Proposer are of specific concern to LAVTA: A general manager, operations manager, safety and training manager, and a maintenance manager must be included with any proposal.

The names and resumes of these specific individuals shall be provided as part of the proposal. If a Proposer intends to hire staff of LAVTA's current contractor for any of these positions this must be indicated in the proposal.

Proposers are instructed not to submit managers for consideration unless these individuals are expected to be available for the entire contract period on a full-time basis. These individuals must also be available for interviews during the selection process. Also, these individuals shall perform no other work during the contract's period of performance, and thus solely work on this contract. LAVTA reserves the right to reject management candidates for the positions listed above without nullifying a Proposer's bid. Throughout the term of the agreement, in the event of a vacancy in one of the listed positions, LAVTA reserves the right to interview and approve candidates.

Any proposed modifications to the management structure described in this section should be clearly described in the proposal and reflected in Proposal Form 1.2.

For all employees of Proposer, consent of the LAVTA Executive Director must be received to hire applicants convicted of a felony within the last seven (7) years.

6.2.4 Cost Proposal

This contract will be reimbursed on a two-tier formula that includes payment of a:

- Fixed monthly rate, and a
- Fixed hourly rate for vehicle hours. Definitions of vehicle hours are:
 - Fixed Route – gate-to-gate. Total Hours. Hourly rate to include deadhead time as well as traditional revenue time.

Proposer shall submit a detailed breakdown on attached Proposal Forms 1.1 and 1.2. Failure to complete these forms will result in the rejection of the proposal. Special attention should be paid to the following instructions for Forms 1.1 and 1.2:

- On Proposal Form 1.1, Proposer shall submit fixed hourly rates and fixed monthly rates for FY18/19, the base year of the contract, and for varying levels of vehicle hours higher and lower than the base year. Proposers shall also specify escalation or inflation factors that would apply over the next six years. Form 1.1 will be used to determine future-year contract costs which will be dependent on the number of service hours LAVTA intends to provide in a future year, escalated by the proposed rates over the relevant number of years it is from the base year.
- This Form 1.1 reflects the fact that economic conditions will largely dictate whether future service levels will increase or decrease over time. The figures in Proposal Forms 1.1 and 1.2 shall reflect changes in the fixed monthly rate that

include increases/decreases in personnel as service levels vary. They shall also reflect in the fixed hourly rate the effect that varying service levels have on the numbers of personnel required, and the current collective bargaining agreement which stipulates that layoffs are seniority-based. The workforce's average seniority and the effect on salary/benefits, should be reflected in the proposed fixed hourly rates proposed depending on the amount of service hours. The current Collective Bargaining Agreement (CBA) is included as Exhibit J. Current wage scales will be subsequently provided in an Addendum to this solicitation.

6.2.5 Fuel

All fuel will be ordered by the Contractor and purchased by LAVTA. Contractor shall obtain competitive pricing in accordance with the terms specified in the scope of work within this solicitation acting as the agency's purchasing agent. Fuel shall be purchased on the spot market.

6.2.6 Tires

LAVTA's current contractor leases tires from Firestone. Proposer must either: 1) assume the Firestone tire lease from the current contractor, or 2) replace all Firestone tires under terms specified by the Proposer in their proposal and approved by LAVTA.

6.2.7 Facilities Service Maintenance Program

Facilities service maintenance program shall be provided as defined in the scope of work. The cost for this service shall be included on Form 1.2. This work is currently performed by one full-time employee.

6.2.8 Bus Bridge and Supplemental Services

LAVTA is a member jurisdiction of the NIMS (National Incident Management System) and SEMS (State Emergency Management System) and as such is required to provide mutual aid if called upon. Mutual aid shall consist of, but not be restricted to, service provision, staff assistance, and related duties in connection with transportation services required for mass transportation in the event of a declared emergency. Additionally, LAVTA provides bus bridge support for regional transit agencies as circumstances require and resources allow. Proposer shall be expected to provide support for such requests.

6.2.9 Employee Conditions

Describe specific aspects of the CBA which Proposer intends to significantly change, through negotiations, if any. Please include any incentive, motivational, or awards programs Proposer intends to implement.

6.2.10 Job Classifications and Wage Scales

Submit a detailed breakdown of staffing, including job classifications, brief descriptions, actual wage ranges, and the number of employees in each job classification, on the attached Proposal Form 1.2.

6.2.11 Federal and State Laws Regarding Current Employees

Proposers are hereby notified that LAVTA receives federal mass transit funds, and that, under Section 13(c) of the Federal Transit Act (49 U.S.C. section 5333(b)), it must protect covered mass transit employees affected by any “project” that LAVTA initiates that uses the federal mass transit money. For covered employees, such protections include: (a) continuing their collective bargaining rights; (b) protecting them against a worsening of their employment conditions (including reductions in wages and benefits); (c) providing priority of reemployment if the employee is laid off or his job is eliminated; and (d) providing paid training.

No provision of the Agreement will require Contractor to dismiss or displace any employee or to rearrange the workforce covered by any Section 13(c) agreement as a result of any “project” as defined by the Section 13(c) agreements to which Contractor hereby agrees to be bound. Nevertheless, Contractor will be responsible for defending, and shall hold LAVTA harmless from, any claims or controversies alleging any violation or breach of the Section 13(c) agreements (including alleged worsening of employment conditions), whether made by Contractor’s own employees, the employees of its subcontractors, employees of any former contractor of LAVTA, or any other employees that allege to have been affected by the project, arising from or related to any organization or reorganization of workforce or any modification of the terms and conditions of employment of employees hired to operate the service on the effective date of the Agreement or as a result of any increases or reductions in the level of those services thereafter.

Notwithstanding any other provision of the Agreement, no cost or liability for which Contractor is responsible under this paragraph shall be deemed an allowable cost payable to Contractor or a claim or liability for which Contractor is entitled to indemnification by LAVTA.

The Contractor and its subcontractors are responsible for full compliance with California Labor Code Section 1070, et seq. This law also establishes incentives for submitting proposals for public transit service contracts that will retain qualified employees of the prior contractor or its subcontractor to perform the same or similar work for a period of at least 90 days, which protects qualified public transit employees against significant economic dislocation. Pursuant to the law, the Proposer must declare in its proposal whether or not it and its subcontractor(s) will retain the employees as defined by California Labor Code Section 1071(d) of the prior contractor or subcontractor(s), except for reasonable and substantiated cause, for a period of at least 90 days. The Contractor and its subcontractor(s) that declares it will retain such employees will be

responsible for the duties and obligations provided in California Labor Code Section 1072, including making a written offer of employment to each employee to be retained and in the event fewer employees are necessary under the new contract, retaining qualified employees by seniority within the job classification. Nothing in California Labor Code Section 1070 et seq. requires the Contractor or subcontractor(s) to pay the same wages or offer the same level of benefits provided by the prior contractor or subcontractor(s). The Contractor will also be subject to the enforcement provisions of California Labor Code Section 1073 for any violations of this law.

Within three (3) working days after the contract has been awarded, the prior contractor shall provide to the Contractor the name, address, date of hire, wage, benefit level, and job classification of each employee employed at the locations covered by the prior contractor's contract. LAVTA shall notify the prior contractor of the identity of the Contractor and its subcontractor(s) as soon as practicable to facilitate the transfer of this information.

In order to facilitate the provisions of the law, LAVTA requires that upon the commencement of the Contract and throughout the full term of the Contract, that the Contractor maintain a list of all employees providing the services required under the Contract, which includes the information above and must indicate which employees were employed by the prior contractor. The Contractor must also maintain a list of all employees of the prior contractor that were not retained by the Contractor, and such list must indicate the reasons why such employees were not retained.

Upon request from LAVTA, the Contractor must provide such lists to LAVTA within 10 days of such request. LAVTA has the ability to request such lists throughout the term of the Contract.

The Contractor shall be responsible for defending, and shall hold LAVTA harmless from, any claims or controversies alleging any violation or breach of Labor Code Section 1070 et seq., whether made by the Contractor's own employees, the employees of its subcontractor(s), or employees of the prior contractor or its subcontractor(s), arising from or related to the terms and conditions of employment of employees hired to work for the Contractor as of the effective date of this Contract. Notwithstanding any other provision of this Contract, no cost of liability for which Contractor is responsible under this paragraph shall be deemed an allowable cost payable to the Contractor or claim or liability for which the Contractor is entitled to indemnification or reimbursement from LAVTA. The Contractor shall be exclusively responsible for satisfaction of all obligations that may be owed to its employees of the prior contractor, pursuant to Labor Code Section 1070 et seq., both during and subsequent to the term of the Contract.

At least six months before the end of the initial term of the Contract, and at the end of each option term, if exercised, the Contractor and its subcontractor(s) shall provide LAVTA a list of employees working at LAVTA location(s). This list of employees shall indicate the length of service of each employee, their job title and description, and their

current wages/salary. This information may be distributed by LAVTA to future bidders for a new contract that will commence whenever the current contract term ends. The Contractor and its subcontractor(s) must provide updates on a monthly basis of the employee lists after the original employee list has been submitted. The Contractor's and its subcontractors' obligation to provide monthly updates of the employee lists will last until the end of the contract term. If a new contract is awarded to a different contractor at the end of the Contractor's Contract, the Contractor must provide to the new contractor the name, address, date of hire, wages, benefit level, and job classification of each employee employed at the Contractor's locations covered by the Contractor's contract within three working days after the Contractor has been notified by LAVTA of the identity of the new contractor.

LAVTA shall have the right, in its sole discretion, to reject or require the removal either temporarily or permanently, by notice to the Contractor, any operator furnished by the Contractor, including any operator previously furnished by the Contractor and accepted by LAVTA. With respect to the service provided under this Contract, the Contractor shall promptly replace any operator not acceptable to or rejected by LAVTA.

Proposer shall describe hiring policies and procedures, including approach and philosophy to minimize employee turnover and to maintain a stable work force.

6.2.12 Vehicle Servicing, Maintenance, and Repair

Proposer shall submit a plan for providing vehicle servicing, maintenance, and repair, including inspection schedules, staffing approach, repair capabilities, cleaning and washing schedules, etc. This plan shall be in accordance with the LAVTA Preventative Maintenance Plan (Exhibit C) and shall describe, in sufficient detail, how Proposer expects to provide said services.

Explain how maintenance labor will be scheduled so as not to interfere with routine delivery of daily scheduled transit service. Emphasis shall be placed on explanation of road call, bus change and vehicle-downing procedures for any reason. Additionally, explain how warranty service issues and matters will be addressed and resolved to ensure maximum return for agency base and extended warranty investments.

Explain in detail proposed Preventive Maintenance and Inspection (PMI) program for entire fleet. The PMI program shall align with the Agency provided PMP (Exhibit C). Attach proposed documents to be used in the PMI program. Explanation shall include both mileage and time intervals. If different PMI intervals and forms are required, separately explain program and attach special forms. Describe any proposed exceptions to PMI schedule.

Special attention must be paid to the adequate maintenance and upkeep of cooling systems on LAVTA-owned equipment. The Tri-Valley experiences excessive heat during the summer months and the Proposer is to develop a plan for bus operations and maintenance in the event of inordinately hot weather, which for these purposes, is

defined as temperatures over 100 degrees for an anticipated string of 2 or more days. This plan must include contingencies necessary for downed equipment and result in the loss or interruption of as little revenue service as possible. LAVTA reserves the right to review and amend the plan based on past experience.

Special attention must also be paid to the maintenance of the onboard fare collection systems and ITS systems, including but not limited to: the Automated Passenger Counters (APCs), onboard Transit Signal Priority (TSP) equipment, Mobile Data Terminals (MDTs), Clipper devices, fareboxes, and all associated hardware/software. Describe the maintenance tools, supplies, support equipment, other equipment and ongoing vehicle systems training that would be unique to LAVTA's fleet, which would be provided by Proposer's firm at LAVTA's Operations and Maintenance facility. LAVTA desires the quickest possible return to service for agency owned equipment. Describe how Proposer will ensure that tools and equipment will be available and adequate for the work at hand. Describe Proposer's procedures for inventory control. Provide statement of the Proposer's commitment to quality of parts.

Proposer shall provide a vehicle cleaning plan that provides general cleaning services daily (sweeping, mopping, exterior washing, etc.) and more thorough detailing services (deep cleans, etc.) at least monthly. Graffiti should be removed immediately. Some suggested parameters have been detailed in the Scope of Work; however, Proposers are encouraged to detail plans that are in keeping with the LAVTA Preventative Maintenance Plan. LAVTA reserves the right to reject and amend the cleaning plan.

6.2.13 Driver Training and Retention

Submit a description of hiring and formal training programs for drivers. Also submit a sample curriculum that fully satisfies the minimum requirements described in the Scope of Work. Identify training personnel and their experience relevant to this contract. This plan shall ensure to include principles and values detailed in the LAVTA Customer Relations Program. Special attention should be made to sensitivity and safety training on an ongoing basis. Submit a proposal for promoting ongoing retention of drivers in a competitive labor environment. LAVTA reserves the right to reject or recommend changes to Proposer Training and Retention Plans.

6.2.14 Customer Relations Program

Submit written Customer Relations Orientation program(s) including a sample curriculum detailing how Proposer intends to train new Supervisors, Dispatchers/Schedulers, and Vehicle Operators on LAVTA routes, schedules, information procedures, emergency procedures, ITS systems, fare collection systems, radio techniques, telephone etiquette, operating and fare policies, etc. This program should be built upon the LAVTA Customer Relations Program which is provided as Exhibit D and should provide a minimum of forty (40) hours of formal training for these employees, and a list of which employees received the training shall be provided quarterly. LAVTA reserves the right of approval of the Customer Relations Orientation program.

6.2.15 Safety, Security Programs, and Risk Management

Submit a description of the formal safety programs Proposer intends to implement which will encourage safety in the operations and maintenance of this system. Additionally, submit a description of practices used by the Proposers employees in handling routine incidents and accidents as described in the Scope of Work.

6.2.16 Declared Emergencies Plan

Submit a plan detailing the series of steps to be followed to properly notify bus operators and maintenance staff in the event of a declared emergency. As described in the Scope of Work, operators and maintenance personnel have key roles to fill in emergency situations.

6.2.17 Performance Monitoring and Quality Control Program

Submit a list of performance monitoring measures and programs. This includes both Operations and Maintenance. Special attention should be made to compliance with ADA. Measures included should build upon and be over and above the LAVTA Service Quality Standards Index.

6.2.18 Plan and Schedule for Assumption of the System Operations

Submit a detailed transition plan and schedule to assume the operation of the system. This should include all activities necessary for the smooth operation of the fixed route services.

6.2.19 Road Supervision, Vehicle Dispatching, and Scheduling

Submit a detailed description of the formal procedure and schedule for road supervisory, vehicle dispatching and scheduling personnel as described in the Scope of Work. Given LAVTA's implementation of its robust ITS program, the plan should describe how road supervision is transitioned to maximize the use of this tool. Also, describe any other functions that will be assigned to road supervisors. LAVTA expects road supervision during all service hours. LAVTA staff are interested in creative ways to manage the day to day operations when buses or routes are significantly behind schedule (more than the route's headway late). Intervening measures should take place at the route terminus whenever possible.

LAVTA believes that the Wheels service benefits from promotion within the organization for Road Supervision and Dispatch/Scheduler positions. Within the detailed description, Proposer shall present a plan that ensures that Road Supervision and Dispatch/Scheduler wages and benefits must be attractive enough for existing Wheels operators to aspire to rise within the organization. LAVTA places an emphasis on the promotion of internal candidates to middle management (Road Supervision, Dispatcher, and Scheduler) positions to capitalize on the knowledge attained during the employee's period of service.

6.2.20 Intelligent Transportation Systems (ITS)

As discussed above, LAVTA owns several pieces of ITS technology for use in service provision. Proposer shall describe, in detail, their firm's experience and knowledge of these technologies and their intended uses. Further describe how Proposer intends to maximize use of these tools to positively impact customer service. If Proposer wishes to use its own technology, the rationale and justification must be provided. If there are any potential LAVTA cost-savings with utilizing a Proposer's own technology, please include that information. Agency data that is entered into or generated from a non-Agency owned technology shall become the property of the Agency.

6.2.21 Innovative Ideas

Proposers should describe any innovative programs and how they believe those innovations set them apart from the competition, and present documentation from their experience which shows how innovation has led to measurable improvements in service delivery and cost containment. If non-traditional innovations require that certain requirements in this RFP would be difficult to meet, the Proposer should specifically describe those difficulties and how the Proposer intends to address them. In particular, Proposers should identify how their proposal will help LAVTA achieve its objectives.

6.2.22 Performance Security and Insurance

Upon execution of the Contract, the Contractor shall furnish, at its own expense, a Performance Bond in a form satisfactory to LAVTA (see Attachment 6) as a guarantee of good faith on behalf of the Contractor that the terms of this contract shall be complied with in every particular. This Performance Bond shall be in the amount of \$500,000 issued by an admitted surety insurer authorized to transact surety business within the State of California.

Alternatively, the Contractor may provide LAVTA with a Certified or Cashier's Check from a solvent bank or an Irrevocable Standby Letter of Credit issued by a financial institution acceptable to LAVTA for the required amount. The sample Irrevocable Standby Letter of Credit form can be found in Attachment 5.

The Performance Security shall remain in full force and effect for the entire term of the contract, including option terms if exercised. LAVTA must give its written consent to any substitution of surety and maintains the right to reject a proposed substitution.

Proposer must include with its proposal a letter from a surety providing evidence that the Proposer has the ability to obtain the required performance security.

Proposer should also include with its proposal a letter from its insurer evidencing that the Proposer has or can obtain the insurance required in the Sample Agreement.

6.2.23 RFP Addenda

Any changes to the Request for Proposals (RFP) requirements will be made by written addenda. All Proposers shall acknowledge receipt of addenda by signing Proposal Form 1.3.

6.3 Optional Proposal Content

At Proposer's option, additional information may be provided in the proposal regarding the provision of the following optional components:

- Self-Insured Retention (SIR) \$25,000 optional insurance (LAVTA currently carries same at its own cost).
- Wages, fringe benefits, and staffing levels for Bus Shelter Maintenance Workers (see Section 4.16 in Part II - Scope of Work)

Optional Line Items for the above are included and tallied separately in Forms 1.1 and 1.2.

6.4 Confidentiality

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between LAVTA and Proposer shall be available to the public.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that LAVTA withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal or bid as confidential. Additionally, Proposer may not designate Proposal or bid forms as confidential.

If Proposer requests that LAVTA withhold from disclosure information identified as confidential, and LAVTA complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless LAVTA from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against LAVTA or its directors, officers, employees, or agents concerning the withholding from disclosure of Proposer information.

If Proposer does not request that LAVTA withhold from disclosure information identified as confidential, LAVTA shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to LAVTA.

6.5 Protest

Any interested party who has an objection to this RFP or to the awarding of a contract to any Proposer by LAVTA, pursuant to competitive proposal procedures, shall lodge a protest in writing with the Executive Director of LAVTA at the address detailed in this RFP prior to contract award. The protest shall clearly state the grounds and evidence upon which the protest is based. Protests based upon restrictive specifications or alleged improprieties in the RFP procedures shall be filed in writing at least five calendar days prior to the Proposal due date. Protests based upon the recommendation for award of the contract shall be submitted in writing within forty-eight hours of receipt of notice of the recommendation of award. Failure to comply with any of these requirements may result in rejection of the protest.

A copy of the adopted LAVTA Protest Procedure is available upon request.

7 AWARD

LAVTA reserves the right to withdraw this RFP at any time without notice. Further, LAVTA makes no representations that any agreement will be awarded to any Proposer responding to this RFP. LAVTA expressly reserves the right to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s).

8 SAMPLE AGREEMENT

LAVTA prefers to contract with one independent Proposer. Subcontracting is permissible but not required. Prime contractors will ensure that LAVTA's requirements set forth in this RFP and Draft Service Agreement will apply to any subcontractors unless explicitly waived by LAVTA. A Draft Service Agreement which the successful Proposer will be required to execute is included as Exhibit H. Submittal of a Proposal shall be deemed acceptance of all terms set forth in the RFP and the Draft Service Agreement unless Proposer includes with its proposal, in writing, any modifications requested. Proposers' attention is particularly directed to sections concerning insurance and indemnification.

9 CHANGES IN SCOPE OF WORK

LAVTA, without invalidating the contract, may order additions to or deletions from the work to be performed. If justified, the contract charges will be adjusted accordingly. Any alteration(s) made in the provisions that are a part of the contract shall not operate to release any surety or sureties from liability or any bond(s) attached thereto and made a part thereof. New provisions must be mutually agreeable to LAVTA and the Proposer. Contract Modifications must be authorized by the LAVTA Executive Director and must be completed as an Amendment to the Agreement.

LAVTA shall have the right to make changes in routes, schedules, and other elements of work not involving extra cost and not inconsistent with the work to be performed. In

addition, LAVTA may make alterations or additions in routes or schedules to respond to the demands of special events and other occurrences, provided that if additional cost to the Proposer results therefrom, extra payment will be made by LAVTA in an amount equal to the extended rate specified in the contract or as may be otherwise agreed to by LAVTA and Proposer in advance of such extra work.

10 PRECONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Proposers and selected Proposer in:

- Preparing proposal in response to this RFP
- Submitting proposal to LAVTA
- Negotiations with LAVTA on any matter related to proposal
- Other expenses incurred by Proposer or Proposer prior to date of award for any agreement.

In any event, LAVTA shall not be liable for any pre-contractual expenses incurred by any Proposer or selected Proposer. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. LAVTA shall be held harmless and free from any and all liability, claims or expenses whatsoever incurred by or on behalf of any person or organization responding to this RFP.

11 VERBAL AGREEMENT OR CONVERSATION

No prior, current, or post award verbal agreement(s) with any officer, agent or employee of LAVTA shall affect or modify any terms or obligations of this RFP or any contract resulting from this procurement.

12 SPECIAL FUNDING CONSIDERATIONS

Any contract resulting from this RFP will be financed primarily with funds available under Articles 4.0 and 4.5 of the California Transportation Development Act (TDA), State Transit Assistance (STA), and local and federal funds, among others. The contract for this service is contingent upon the receipt of these funds. In the event that funding from this source is eliminated or decreased, LAVTA reserves the right to terminate any contract or modify it accordingly.

13 NON-EXCLUSIVITY OF CONTRACT

It shall in no way be construed that any contract to be awarded hereby is or shall be the sole or exclusive contract for transit service into which LAVTA may enter. The Proposer has no exclusive rights granted per a contract.

14 WITHDRAWAL OF PROPOSALS

Any prospective Proposer may withdraw a submitted proposal by a written request before the proposal due date, without prejudice to itself, by submitting a written request for its withdrawal. All Proposals must indicate that the firm is prepared to enter into a contract with LAVTA in accordance with the terms and conditions set forth in this RFP, and bind the Contractor to the proposed scope of services and price proposal for 210 calendar days.

15 NON-COLLUSION AFFIDAVIT

By submitting a proposal, the Proposer represents and warrants that such a proposal is genuine and not a sham, collusive, or made in the interest or on behalf of any person or party not therein named and that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm or corporation to refrain from presenting a proposal and that the Proposer has not in any manner sought by collusion to secure an advantage. If it is found that collusion exists, proposals will be rejected and contract awards shall be null and void. A certificate must be completed and submitted with the bid (Attachment 1).

16 PROPOSER'S REPRESENTATIONS

By submission of a bid the Proposer certifies that:

- The Proposer is familiar with all requirements of the general conditions, specifications and instructions.
- The Proposer is familiar with all matters affecting the performance of the work, including all general and special laws, ordinances and regulations that may affect the work, its performance or those persons employed therein.
- The Proposer is in the business and is fully qualified and skilled in the field of public transit and is fully willing and able to satisfy the requirements of the contract at the bid rates and any ward of contract is in reliance on such representations.

17 USE OF BUSES AND EQUIPMENT

Contractor will use the buses, non-revenue vehicles, equipment, and LAVTA's Maintenance, Operation and Administration (MOA) facilities solely for the purpose of operating LAVTA service or for maintenance and other uses directly associated with the service. Contractor will not use LAVTA buses or facilities to provide service for any other entity. Contractor's right to use the buses and equipment is merely a license that is terminable at will by LAVTA and may not be transferred or assigned by Contractor.

Contractor will maintain the condition of the buses, equipment, and MOA facilities and will return them to LAVTA on the termination date in the same condition that it received them, normal wear and tear excepted. Should Contractor return any bus or equipment prior to the termination date for any reason, it will be in the same condition as when

delivered to the Contractor, normal wear and tear excepted. Without limiting the foregoing, the steering, suspension, body, brake, and drive train components of any bus returned to LAVTA at any time must, at the time of its return, meet OEM specifications and manufacturer safety standards.

Prior to the effective date, Contractor and LAVTA will provide a detailed record of the interior and exterior of each bus, and conduct a joint inspection of its mechanical condition to establish its overall condition at the time of transfer of the bus maintenance to Contractor.

18 OWNERSHIP OF PROPOSALS AND DATA

All proposals and related information submitted by any Proposer, including the selected Proposer to LAVTA, will become the property of LAVTA. None of the material submitted will be returned to any Proposer nor made available to other Proposers.

All records, data, and related material collected and used in conjunction with the completion of the Agreement shall be owned exclusively by LAVTA. Proposer may not remove any records from the LAVTA property without receiving express permission to do so.

19 CONFLICT OF INTEREST AND LEVINE ACT

By submitting a Proposal, the Proposer represents and warrants that no director, officer or employee of LAVTA is in any manner interested directly or indirectly in the Proposal or in the contract which may be made under it or in any expected profits to arise there from, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California.

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq. or sections 87100 et seq. during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, the Proposer may be required to publicly disclose financial interests under LAVTA's Conflict of Interest Code. The Proposer agrees to promptly submit a Statement of Economic Interest on the form provided by LAVTA upon receipt. No person previously in the position of Director, Officer, employee or agent of LAVTA may act as an agent or attorney for, or otherwise represent, the Proposer by making any formal or informal appearance, or any oral or written communication, before LAVTA, or any officer or employee of LAVTA, for a period of twelve (12) months after leaving office or employment with LAVTA if the appearance or communication is made for the purpose of influencing any action

involving the issuance, amendment, awards or revocation of a permit, license, grant or contract.

Proposers' attention is directed to the Sample Agreement, which contains additional provisions concerning conflicts of interest, including the prohibition against organizational conflicts of interest.

The Levine Act (Government Code 84308) is part of the Fair Political Practices Act that applies to elected officials who serve on appointed Boards such as LAVTA. The Levine Act prohibits any LAVTA Board Member from participating in or influencing the decision on awarding a contract with LAVTA to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the LAVTA Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, LAVTA Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before LAVTA or for three months following the date a final decision concerning the contract has been made.

Proposers must disclose on the record any contribution of \$250.00 or more that they have made to a LAVTA Board Member within the twelve-month period preceding proposal submission. This duty applies to the Proposer's company, any member of the Proposer's team, any agents for the Proposer or other team members and to the major shareholders of any closed corporation that is part of the proposed team. Proposers shall include the Certifications included as Attachment 4.

LAVTA's Board of Directors (as of October 15, 2017) are:

Jurisdiction	Member	Office
Dublin	David Haubert	Mayor
Dublin	Don Biddle	Vice Mayor
Livermore	Steven Spedowski	Vice Mayor
Livermore	Bob Coomber	Councilmember
Pleasanton	Karla Brown	Councilmember
Pleasanton	Jerry Pentin	Vice Mayor
Alameda County	Scott Haggerty	Supervisor

Section 2

Scope of Work

SECTION II - SCOPE OF WORK

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Section II

Scope of Work

1 LAVTA'S STRATEGIC AND MAINTENANCE PLANS

Strategic Plan

In January 2006 the LAVTA Board of Directors adopted an Agency-wide Strategic Plan (Plan). This plan incorporates a Mission Statement, a Vision Statement, a set of Core Values and the corresponding Goals and Strategies for implementation. Contractor staff was greatly involved in the original development of the Strategic Plan. The Plan is a guidepost document for LAVTA as the agency grows and changes. Due to the nature of the contracting relationship with LAVTA, Contractor is expected to adopt and implement all relevant aspects of the Plan in its daily activities. The Plan impacts nearly every condition and covenant contained within the Scope of Work. A page describing the mission, vision and goals of the Agency has been attached as Exhibit B.

The Agency intends to update its strategic plan during the course of this contract.

Preventative Maintenance Plan (PMP)

LAVTA developed a Preventative Maintenance Plan to provide consistent guidance in the ongoing maintenance efforts of both vehicles and general facilities. This plan contains the current vehicle roster for both Revenue and Non-revenue vehicles as well as inspection and log sheets for facility-related preventative maintenance efforts. LAVTA will update the PMP on an as-needed basis to incorporate vehicle changes, changes in technology, vehicle or facility equipment, and related matters. The PMP is not the exhaustive document for all components on vehicles; it serves as a template for the repair of major components at this point (Exhibit C). Where the LAVTA PMP is silent on a particular component, the default standard for maintenance is the manufacturer's recommended standards and specifications.

Short-Range Transit Plan (SRTP)

LAVTA has adopted a Short-Range Transit Plan (SRTP) covering Fiscal Years 2016 through 2025. The plan is available for review at <http://www.wheelsbus.com/wp-content/uploads/2015/08/FINAL-SRTP.pdf> and it is recommended that proposers familiarize themselves with the Plan's content.

2 LAVTA DUTIES AND RESPONSIBILITIES

LAVTA will provide specified function(s) and supplies relating to the operation and administration of the transit system, including overall general management, marketing and public outreach, planning, scheduling and blocking, ticket and pass sales, customer

service, and related items. LAVTA has established policies and procedures for the provision of Fixed Route, Rapid, School, and Express bus services to ensure consistent service for customers. LAVTA shall provide the following:

2.1 Vehicle-Related Capital Equipment

- Transit vehicles and related equipment (detailed in the PMP):
 - Revenue service transit vehicles
 - Non-revenue service vehicles for both Operations and Maintenance functions (including shift change)
- Automatic Vehicle Location system (and related subcomponents):
 - Mobile Radio Unit
 - Automatic Passenger Counting (APC) system
 - Audible and visual vehicle annunciation system
 - Mobile Data Terminal (MDT) that enables the following:
 - Overt alarm
 - Covert alarm
 - Emergency microphone
 - Schedule adherence reporting for operators
- Electronic fareboxes and related equipment
- Farebox revenue processing equipment
- Schedule racks for transit vehicles
- Electronic destination signage
- Video surveillance systems
- Wi-fi routers on the Rapid and Express bus sub-fleets
- All decals and logos for vehicles
- Vehicle licensing and registration

2.2 Street Signage Equipment and Services

- Bus stop signage, necessary bracketing and poles
- Passenger shelters, benches and schedule holders and schedule inserts
- Trash receptacles
- Real-time on street signs
- Major parts for bus stops (Rapid and standard) and shelters; major parts constitute:
 - Panels (glass, plexiglass)
 - Support posts/beams
 - Roof materials
 - Other similar materials
 - Trash receptacles
 - Graffiti guards
 - Decals and logos
- Cleaning services for bus stops (Rapid and standard) and shelters

- Cleaning and janitorial services for the Livermore Transit Center
- Monthly reviews and maintenance reporting to the Facilities Service Maintenance personnel to ensure QA/QC of amenities

2.3 Operating and Maintenance Facilities and Related Equipment and Services

- Operating and Maintenance facility located at:
1362 Rutan Drive
Livermore, CA 94551
- Satellite facility located at:
875 Atlantis Court
Livermore, CA 94551
- Livermore Transit Center facility located at:
2500 Railroad Avenue – Downtown Livermore
Livermore, CA 94550
- Office furniture of Operations and Maintenance departments (as in place on June 30, 2018)
- Landscaping services for all LAVTA-owned facilities
- Maintenance equipment (as in place on June 30, 2018)
- All Information Technology (hardware and software) equipment and services associated with the operations and maintenance functions of the Wheels services. IT functions not provided by LAVTA include: all equipment and support for Contractor-specific functions including invoicing, employee tracking, and other related matters. Furthermore, LAVTA does not supply spare parts for onboard electronic systems or electronic fare collection devices.

2.4 Other Services and Material

- System marketing and public outreach materials, customer information brochures, and other marketing brochures, transfers, tickets, passes, and customized route and stop information at passenger stops, shelters and stations
- Map designs and service schedule printing
- On-board marketing materials for installation by Contractor
- Customer Service tracking software
- Utilities and internet access excluding charges for Contractor's telephone extensions (now estimated at \$800/month)
- LAVTA shall be responsible for cleaning of all Administrative and Operations offices and the Livermore Transit Center, and sweeping of general bus yard, exclusive of Maintenance Office areas. Contractor is responsible for maintenance, cleaning, and general upkeep of Service-related areas of the Maintenance Department as detailed in the Maintenance section of this scope.

- LAVTA shall be responsible for relationships with member jurisdictions regarding potential traffic issues associated with construction impacts to routes or bus stops, as well as TSP functionality.
- LAVTA shall be responsible for initial training and periodic retraining of Contractor supervisory, and dispatch staff on all agency-owned software programs and tools that are used directly by the Contractor. This excludes any Contractor-specific software programs not owned outright by LAVTA.
- LAVTA shall retain ownership of data entry to the AVL system, including, but not limited to: Schedules, routes, patterns, blocks, vehicles, etc. LAVTA shall be responsible for monitoring the quality assurance and quality control of the above information and how the systems interpret this data. A cardinal assumption in this responsibility is that Contractor operates the service in accordance within established operating parameters. Contractor shall assist LAVTA with problem-solving and strategizing of how to best repair data issues to any extent practicable.
- LAVTA shall be responsible for the provision of daily reporting capabilities generated by the Automatic Vehicle Location system to the Operations and Maintenance departments to assess previous days operating activities.
- LAVTA shall provide materials and information from the Marketing/Public Outreach and Planning Departments to Operations and Maintenance staff no less frequently than a quarterly basis.

2.5 Insurance

LAVTA currently has general liability and physical damage insurance coverage under the California Transit Insurance Pool (CalTIP). LAVTA will continue to provide general liability and physical damage insurance on all LAVTA-owned vehicles and property and will name Contractor as an additional insured on said property. Contractor is responsible for a deductible of \$5,000 for all vehicles for physical damage.

LAVTA currently has a Self Insured Retention (SIR) of \$25,000 for general liability; claims above this level up to \$10 million are covered by CalTIP, and claims over \$10 million are covered by the Contractor. Proposers may optionally propose a separate cost item for the \$25,000 SIR under this Contract, while claims above this level will continue to be covered by CalTIP (up to \$10 million) and by the Contractor (over \$10 million). Proposers may separately identify the cost of the \$25,000 SIR, and LAVTA reserves the right to exclude this element from the contract and continue to assume the \$25,000 SIR for itself.

LAVTA's claims-adjuster expenses are handled by CalTIP, and this arrangement will continue under the new contract. Any collection of monies from other insurance due to the fault of another party will be reimbursed to Contractor to the extent Contractor has actually paid for such amounts pursuant to its obligations stated in the previous two paragraphs to pay for costs falling within LAVTA's SIR and deductible limits.

Contractor is expected to maintain workers' compensation insurance as defined in the attached sample agreement.

3 CONTRACTOR DUTIES AND RESPONSIBILITIES – OPERATIONS

3.1 General Responsibilities

Using vehicles and facilities provided by LAVTA, Contractor will provide transit bus services as specified by LAVTA. Fixed route service shall be operated in strict accordance with timetables published by LAVTA. Contractor is expected to review and comment on plans, equipment purchases, operational changes, and related proposals of LAVTA. Additionally, Contractor is expected to advise LAVTA on suggestions that will improve service effectiveness, efficiency, and/or safety.

Contractor from time to time shall be expected to assist the LAVTA Marketing and Public Outreach, and Planning staffs with participation at events (at least ten events per year). This could include transporting a vehicle to a location and/or actually providing transit information services to the public at an event. In past years this has included parades, food drive events, travel training events, etc. This function is to be built into the hourly rate component and will not be an eligible expense for reimbursement.

Contractor is responsible for paying the cost of collision repairs to LAVTA vehicles up to the amount of the physical damage deductible (see Section 2.5). In addition, LAVTA currently has a \$25,000 SIR for general liability, however, Proposers should assume that under the new contract, the selected Contractor may assume responsibility for this SIR (see Section 2.5). LAVTA will contract for claims adjustment expenses outside of this agreement and Proposers should not assume responsibility for this function.

Contractor is responsible for paying a flat fee for use of phone lines (currently estimated at \$800 per month). The phone use applies to voice and data lines.

Contractor will use the vehicles, equipment, and facilities solely for the purpose of operating LAVTA service or for maintenance and other uses directly associated with this LAVTA service. LAVTA's vehicles, equipment, and facilities shall not be used for the personal use by Contractor's employees. Contractor's right to use the buses and equipment is merely a license that is terminable at will by LAVTA and may not be transferred or assigned by Contractor.

Contractor will provide key management positions at a level and capability to oversee its functions and employees. The functions, roles, and responsibilities of these positions are detailed in Exhibit E. Duplication of LAVTA's personnel responsibilities is specifically not requested.

Contractor shall establish and maintain a committee, comprising contractor and LAVTA staff, who will meet regularly to determine preventability of accidents and incidents.

Given reasonable consideration of the information presented, LAVTA reserves the right to make the final determination of accident preventability for all reporting purposes.

Intelligent Transportation Systems (ITS)

It is expected that after completion of the requisite training Contractor shall fully utilize all capabilities of each ITS tool provided by LAVTA. Additionally, after the initial training, Contractor shall provide administrative and training support for continued use of the LAVTA ITS systems to ensure that the systems are fully functional and operating correctly. If Contractor determines that a system is not operating according to device specifications they are to notify LAVTA in writing immediately so the situation can be investigated and repaired as needed. This includes (but is not restricted to) all pieces of technology listed in Section I of this solicitation. Contractor may not use its own proprietary IT tools, in substitution for LAVTA's IT tools, without the written permission of LAVTA. Contractor is expected to fully utilize the ITS systems provided by LAVTA, and complete all operational activities (run cut) within the ITS systems provided.

3.2 Driver Selection and Supervision

Contractor shall be entirely responsible for the employment and supervision of drivers necessary to perform system operations. Such responsibilities shall include, although not necessarily be limited to, driver recruitment, screening, selection, training, supervision, employee relations, evaluation, discipline, retraining, and termination.

Contractor shall use appropriate driver screening and selection criteria in order to employ drivers of LAVTA vehicles. These criteria will include, although not necessarily be limited to:

- Department of Motor Vehicles license check, criminal record check, and drug and substance abuse testing in conformance with United States Department of Transportation regulations.

Additionally, the driver selection process must comply with Section 44830.1 of the Education Code prohibiting the hiring of any person who has been convicted of a violent or serious felony. Although LAVTA is not a school district, because of the large number of students riding LAVTA buses, LAVTA will require the Contractor to comply with this section.

Contractor shall be responsible for all applicable labor assignments. The composition of Contractor's labor assignments shall reflect a balance between efficient labor utilization and reasonable personnel practices supporting driver longevity of experience and job commitment.

Non-management employees shall be in uniform at all times while in service or otherwise on duty. Contractor shall provide driver uniforms to employees. Management employees shall dress in business or business casual attire. Minimum uniform requirements as specified in Exhibit G shall be adhered to. Contractor shall at all times

comply with applicable state and federal employment laws, including Section §1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964 (PL 88-352). Nothing in this section shall be construed by either Contractor or LAVTA to be in conflict with the language and intent of Control provisions of the Agreement, of which this Scope-of-Work is a part.

Contractor shall monitor the California Department of Motor Vehicles EPN notices no less than monthly to ensure that all operators are continuously in compliance with their licensing requirements.

LAVTA reserves the right, at its sole discretion, to require Contractor to remove an employee from LAVTA property for any reason.

3.3 Road Supervision

Contractor shall provide road supervisors to monitor driver and vehicle operations. The supervisors will assist with the provision of enhanced customer services, assist drivers in revenue service, monitor condition of bus stops, and conduct passenger surveys. The supervisors are also expected to regularly monitor functionality of on-street real time signage and the TSP/queue jumps. Equipment that appears not to be operating correctly must be immediately reported to LAVTA staff in writing.

Contractor shall develop, implement, and maintain formal procedures to be used by road supervisory personnel. These procedures shall be submitted to LAVTA as part of the Contractor's proposal. Road supervision should be scheduled and coordinated by the General Manager or his/her designee.

All road supervisors, safety department personnel, the operations manager, and Maintenance Department Mechanics/Technicians must complete Contractor's formal training program as approved by LAVTA and be licensed with a valid California Class B Commercial Driver's License with proper endorsements including air brake and passenger endorsements. Road supervisors, safety department personnel, and the operations manager must also have a current Verification of Transit Training (VTT) certificate prior to entering revenue service. VTTs are not required for maintenance staff.

Contractor shall ensure that all Road Supervisors receive Customer Service Training in accordance with the goals and objectives detailed in Exhibit F "Customer Service Training for the Transit Professional."

A focus on assignment of road supervision personnel to key ridership locations (Dublin/Pleasanton BART and the Livermore Transit Center, for example) during, at a minimum, peak times is essential. This ensures that there is someone to manage on-time departures, address customer complaints, as well as manage schedule adjustments for late-arriving trains.

At least one manager, Road Supervisor, or Dispatcher must be on-duty and/or on-call to respond and arrive on location within 15 minutes during all times when buses are operating (first bus pull-out until last bus pull-in).

3.4 Vehicle Scheduling and Dispatching

Contractor shall provide the specified minimum number of persons to adequately staff the vehicle scheduling and dispatching functions as follows:

- Dispatchers
 - 1 person during any time any bus has blocked time (defined as gate-to-gate), plus a 20-minute wrap on either end
 - 2 persons during times when the number of blocked vehicles is 35 or more, plus a 20-minute wrap on either end

- Road supervisors
 - 1 person during times when the number of blocked vehicles is 5 or more and fewer than 35
 - 2 persons during times when the number of blocked vehicles is 35 or more

These persons shall also be responsible for maintaining communications with all vehicles in service and for maintaining the daily dispatch log to be proposed by Contractor. Additionally, when the LAVTA customer service center is closed (currently before 5:45a and after 7:00p M-F) or when the customer service center is experiencing high call volume, customer service calls will roll to the dispatch office and are expected to be answered in a timely and professional manner during operating hours. Ancillary functions such as scheduling and answering phone calls must not substantially impede core dispatching functions such as promptly responding to Request-to-Talk (RTTs) and prompt restoration of service in case of disruption.

All complaints received by contractor personnel shall be entered into the LAVTA customer service program. Scheduling and dispatching personnel shall be trained in basic professional conduct, radio protocol, the ADA law, Title VI, and in cooperative approaches for working with drivers and passengers. At least one manager, Road Supervisor, or Dispatcher must be on-duty and/or on-call to respond and arrive on location within 15 minutes during all times when buses are operating (first bus pull-out until last bus pull-in).

LAVTA is in the process of developing a mobility management program. As these programs develop, scheduling and dispatch personnel shall be used to relay information to LAVTA customers as necessary.

LAVTA shall supply information needed to ensure quality customer service; the Contractor is responsible for its conveyance to employees. Additionally, LAVTA has

several pieces of technology that display real-time bus locations, forecast scheduled arrivals, and related information. LAVTA also supplies its real time bus arrival information to various application developers (Transit App and Google Transit).

Schedulers and Dispatchers must be computer-proficient and capable of management of several different and at times complex issues concurrently. Dispatchers are expected to communicate any unusual daily occurrences that pose significant (10+ minute delay) service delays as they arise to designated LAVTA staff via email notification immediately. Schedulers and Dispatchers must be prepared to demonstrate knowledge and capability to manage and fully utilize the tools provided by LAVTA after the requisite training. This includes the knowledge and ability to post route information (significant issues, detours, etc.) on the Wheelsbus.com website under the Route Alerts section. LAVTA currently utilizes a user-friendly WordPress platform for its website management system and will provide the Contractor with access to the Route Alerts content management section.

All schedulers and dispatchers must complete Contractor's formal training program (see section 3.5, below) as approved by LAVTA and be licensed with a valid California Class B Commercial Driver's License with proper endorsements including air brake and passenger endorsements and current Verification of Transit Training (VTT) certificate prior to entering revenue service. Contractor may request a waiver of this policy to LAVTA.

Contractor shall ensure that all Schedulers and Dispatchers receive Customer Service Training in accordance with the goals and objectives detailed in Exhibit F "Customer Service Training for the Transit Professional."

3.5 Driver Training Program

Contractor shall develop, implement, and maintain a formal training and retraining program for all drivers in accordance with Federal and State of California laws and regulations. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind-the-wheel training under supervision of a certified instructor, and in-service training. It will be the responsibility of Contractor to train drivers to promote good conduct of passengers on the buses. Drivers will enforce LAVTA's rules of conduct, including minimization of fare evasion. The program must provide formal retraining measures, including criteria for determining the success of retraining efforts. Training should include sensitivity training in providing customer service to distinct populations, such as the elderly, persons with disabilities, limited English proficient populations, and culturally diverse groups. Drivers shall also be fully trained on and able to demonstrate how to use the different securement devices onboard the fixed route vehicles for all mobility devices. The operator training program must be approved by LAVTA.

Contractor shall not conduct behind-the-wheel training during revenue service (i.e. trainees cannot drive a bus in revenue service to count as behind-the-wheel training).

Upon successful completion of the operator training program, drivers may only operate routes and services for which they have been formally trained. Formal route training includes a thorough review of the route schedule, bus stop locations, route turns, and behind the wheel training of the route, including at least one dry-run. Drivers may not operate routes or services in active revenue service without documentation reflecting adequate training and demonstrated knowledge. Adequate instructor per pupil rates must be considered so training classes are conducted efficiently which ensures that all prospective operators receive the required time and attention.

All drivers must complete Contractor's formal training program as approved by LAVTA and be licensed with a valid California Class B Operator's License with proper endorsements and current Verification of Transit Training (VTT) certificate prior to entering revenue service.

Contractor shall ensure that all Operators receive Customer Service Training in accordance with the goals and objectives detailed in Exhibit F "Customer Service Training for the Transit Professional."

Contractor shall ensure that all Operators refrain from using personal cell phones, text messaging, or using portable computer equipment outside of the onboard CAD/AVL system while driving as required by California State law and the Department of Motor Vehicles. LAVTA has a zero-tolerance policy for cell phone usage while driving LAVTA vehicles.

Contractor shall ensure that all Operators refrain from using any personal electronic or other devices (for example: earbud(s)/headphones, manipulatives, books, speakers) or eating/drinking while in driving. LAVTA has a zero-tolerance policy for all forms of distracted driving.

Drivers' Responsibilities

Drivers will, when requested by LAVTA, hand out notices to passengers or otherwise render assistance in LAVTA's monitoring and supervising operations.

Drivers will be required to honor special passes, collect tickets, and issue and collect transfers as directed by LAVTA. Drivers will not handle cash or make change, but will ensure cash is correctly inserted into fareboxes. Drivers will record accurate ridership counts by passenger category on GFI Fareboxes or counters provided on the buses. Contractor is expected to thoroughly train and retrain drivers on the different fare media, including maintaining a fare board in the drivers' lounge that displays all the current fare media. Updates to the fare media can be expected annually or as needed. Drivers will log into their Mobile Data Terminals (MDTs), Clipper units and fareboxes with accurate route/run information when beginning work. Drivers will also manually input the accurate headsign codes on buses older than 2016. On the 2016 (and newer) buses, the

headsigns are designed to automatically switch at the route terminus; however, drivers should be diligent about checking the accuracy of the headsign at the route terminus. Malfunctioning or inaccurate headsigns should be reported to maintenance, and then to LAVTA staff in writing as soon as possible.

At all times during operation of any bus, the operator shall refer to the MDT for accurate time with respect to the route schedule.

See Exhibit G, Operator Requirements and Training Program for more complete information.

3.6 System Safety

Contractor shall assume full responsibility for assuring that the safety of passengers, operations personnel, and LAVTA's capital assets are maintained at the highest possible level throughout the duration of the Agreement. Contractor shall comply with all applicable California Highway Patrol and OSHA requirements, and State and Federal laws.

Contractor shall develop, implement, and maintain a formal safety program approved by LAVTA, which meets or exceeds the minimum responsibilities defined in this section. This program should include the establishment of a safety committee with a minimum of six annual meetings and Contractor participation in safety organizations that promote best-practices in safety. Contractor is strongly encouraged to offer safety-related incentives to drivers and other employees, and to encourage participation in risk management activities. The safety committee shall include LAVTA staff and will review all accidents/incidents and determine which are preventable versus non-preventable. LAVTA reserves the right to make the final determination of preventability.

3.7 Declared Emergencies

LAVTA and the Wheels system operate in conjunction with the National Incident Management System (NIMS) and the State Emergency Management System (SEMS) which is coordinated locally by the Metropolitan Transportation Commission (MTC). In the event of the declaration of a natural disaster both LAVTA and Contractor staff are expected to report for duty to the LAVTA offices immediately after securing the safety of their families. Contractor must present a plan for staff outreach and other needed details in the event of a declared emergency. Contractor staff will be required to perform crucial functions to enable the successful and safe evacuation of the Tri-Valley and the greater San Francisco Bay Area. Contractor shall participate extensively in the preparation of, and training sessions for emergency exercises conducted by various public safety agencies including annual emergency drills with the Metropolitan Transportation Commission and Alameda County. Contractor shall attend county and regional emergency management meetings, and shall participate in tabletop exercises.

LAVTA's Emergency Operations Plan will be provided to the contractor. The contractor's management staff shall be familiar with the plan and prepared to use the plan in case of an emergency. The contractor is expected to follow the procedures and guidelines outlined in the plan.

3.8 Marketing and Public Outreach / Planning Meetings

Contractor, in coordination with LAVTA, shall incorporate Marketing / Planning / Customer Service discussions into regularly scheduled safety meetings at LAVTA's request on an as-needed basis. Topics of these discussions are to include feedback on proposed schedule changes, marketing promotions, enhanced customer service training including conflict resolution skills, AVL training modules for operators and other related topics.

3.9 Deliveries and Distributions

Contractor shall deliver (at times daily) materials to outlets throughout the community. This includes but is not limited to timetable distribution at both the East and West Dublin/Pleasanton BART stations. Contractor personnel will also deliver information packets to LAVTA's Board of Director's homes prior to their monthly meetings as well as packets to subcommittees of LAVTA's Board prior to subcommittee meetings (three to four per month). Packets must be delivered in accordance with the instructions provided by LAVTA.

3.10 Handling Operational Incidents

Contractor shall develop, implement, and maintain formal written procedures to respond to emergencies and routine problems, which from time to time occur in the course of providing daily transit services. Such occurrences to be addressed include, although are not necessarily limited to: in-service vehicle failures; fixed route buses operating significantly behind published schedule; passenger disturbances; passenger injuries and vehicle accidents. These procedures shall be submitted to LAVTA in the Safety, Security, and Risk Management Plan. LAVTA reserves the right to amend any details of the plan.

3.11 Scheduling and Schedule Changes

Fixed Route/Express Bus Services – Subject to availability of funding, major schedule changes are completed approximately once annually, and minor service changes are made more regularly (typically coinciding with the fall, spring and summer academic terms). Schedule changes shall be at LAVTA discretion. LAVTA shall be responsible for the conceptual route creation process including route definition, bus stop locations, and timepoints; however, Contractor will confirm with LAVTA staff the general operating conditions for all new services as proposed by LAVTA. It is expected that the Contractor will independently verify run times in schedule changes as proposed by LAVTA.

However, from time to time, LAVTA staff will request run time checks from the Contractor and in these specific instances the Contractor will be compensated at the approved hourly rate.

LAVTA will be responsible for the final route definition, trip building/scheduling, blocking (gate to gate vehicle assignments) of vehicles and after appropriate input from Contractor, the development and circulation of schedules. Contractor shall be responsible for translating blocking and scheduling information into a runcut and then rostering that runcut on which operators bid. Contractor is also responsible for the creation of driver paddles, including deadhead and route turn by turns. Contractor shall ensure that paddles and operator instructions are accurate, and transmitted to LAVTA in accordance with the schedule presented for the service change. LAVTA currently utilizes Trapeze FX Lite and TransitMaster version 16.

3.12 Customer Service Center (After Hours)

Both before the Customer Service Center (CSC) opens and after it closes (current hours are Monday-Friday 5:45a-7:00p), and when there are call volumes in excess of what the CSC can handle, Contractor's dispatcher shall provide telephone information to inquiring patrons. Contractor must ensure that accurate information is provided in a professional manner to callers after the CSC is closed. Contractor must ensure complete and thorough use of the LAVTA Customer Service Reporting program to record complaints. LAVTA will monitor dispatcher customer service via recorded playbacks.

3.13 Farebox Revenue Collection and Accounting

All farebox revenues are the property of LAVTA. Contractor shall make all reasonable efforts to collect fares on behalf of LAVTA. LAVTA has provided a fare and transfer policy and shall retain sole option to adjust such policy. LAVTA shall provide Electronic Self-Registering Fareboxes, other fareboxes, and the data collection system. Revenue collection and accounting are to be handled by Contractor Administrative staff only. Revenue accounting is to be completed by competent and capable individuals and should be complementary to their primary duty under this Agreement.

Contractor shall, in accordance with a procedure specified by LAVTA, account for revenues collected on vehicles and deposit them into local bank account designated by LAVTA for that purpose. LAVTA reserves the right to audit revenues contained in each farebox vault. Contractor shall count cash, coins, tickets and miscellaneous items every day and prepare appropriate deposit slips and reports. At no point will fewer than two people be present for the cash count. Contractor shall provide revenue collection and accounting staff with pocketless uniforms to minimize the potential for theft. Contractor will faithfully deposit farebox revenue into LAVTA's account at least three (3) times per week. Contractor is responsible for securing armored truck services and is responsible for payment of this service.

Contractor is expected to compensate LAVTA for any shortfall in revenues. Shortfalls will be determined based on a comparison of the Electronic Farebox revenue report as compared to the patronage report and actual bank deposits.

3.14 Operations Reporting

Contractor shall submit operating data and related information to the specification and satisfaction of LAVTA. As LAVTA's needs for data change from time to time, Contractor shall assist LAVTA in implementing revised data collection procedures and methods.

Contractor shall assist LAVTA in any audit/review conducted by FTA, Metropolitan Transportation Commission (MTC), the California Department of Transportation, CalTIP, or other regulatory agency.

3.14.1 General Reports Standards (to Be Finalized Post-Award)

The following constitutes general subject areas and schedules for reports delivery. After award, LAVTA and the Contractor shall determine what exact data points and timelines are required.

Weekly reports shall be delivered to LAVTA in accordance with instructions provided by LAVTA. Monthly reports, including Contractor's invoice, shall be submitted to LAVTA no later than the tenth (10th) day of the calendar month following the month of service provided.

All reports shall be regarded as supportive documentation of Contractor's invoice for payment and shall be submitted on a timely basis.

The following reports constitute an example of potential deliverables:

3.14.1.1 *Daily Reports*

The following reports shall be submitted to LAVTA each weekday morning with information for the prior service day. Information for Friday, Saturday, and Sunday is to be submitted on Monday mornings.

- Fixed Route Pull Sheets
- Out of Service Report
- Passenger Counts not keyed into farebox
- Daily Farebox Worksheet
- Report on Miscellaneous Items in Farebox
- Manual count of all tickets
- Fixed route logs (hard copy or entry into electronic operations software)
- Deposit Slip

- Written Accident Report to include Police Report within one day of occurrence (upon occurrence). Written notification to designated LAVTA staff within two (2) hours of the accident by email.
- Completed Customer Service Reports (as assigned, on-line)
- Daily flash reports which include On-Time Performance, Exceptions to vehicle assignments/pulls, accidents/incidents, road calls, supervisor assignments, unusual occurrences/traffic

3.14.1.2 *Monthly Reports*

The following reports shall be submitted to LAVTA on a monthly basis:

- Invoice/Summary
- General Manager report
- Maintenance Manager report
- Operations Manager report
- Safety Manager report
- Fixed fee report
- Fixed route monthly summary to include, by route or block:
 - Deadhead hours (block)
 - Revenue hours (route)
 - Extra/special service hours
- Missed service report
- Vehicle mileage report
- Preventative maintenance report
- Preventative maintenance exception report
- Fuel consumptions report
- Fuel report (fuel delivered)
- Fuel usage report for non-revenue vehicles
- Unit detailing report
- Open management positions
- Road Call Data Sheet
- Road Call report
- Road supervisors driving credit
- Shelter maintenance report
- Staffing level report
- Accident report
- Tire report
- Customer Service complaint summary
- Customer Service points summary
- Vehicle Exterior Advertising Inspection Report including a summary by bus of expired ads, damaged ads, damage to buses from ads, ads partially or fully covering phone numbers or logos
- DBE Expenditure Report
- EPN pull notice summaries
- Driver list

3.14.1.3 *Quarterly Reports*

- Safety Manager Ride Check Reports
- DBE procurements report
- ADA Compliance Report
- Drug and alcohol program report
- Actual O&M costs

3.14.1.4 *Annual Reports*

- Drug and alcohol MIS report
- EEO report

3.14.1.5 *Schedule Change Reports.*

The following reports shall be submitted to LAVTA in accordance with the established schedule for schedule changes:

- Operations Analysis, per LAVTA's approved format, which will include: daily revenue hours and miles, non-revenue hours and miles, total hours and miles; and recovery time by route, by service period (AM peak, midday, PM peak, and evening), and by day type (weekday, Saturday, Sunday, holiday, etc); vehicle pull by AM and PM peak
- Prior to each signup period, electronic copies of run paddles and roster sheets
- All run-cutting must be completed by the Contractor in LAVTA's run-cutting software (currently Trapeze FX)

3.14.1.6 *Other Reports as Requested*

Other reports as requested are to be determined on an as-needed basis by LAVTA.

3.15 Training Equipment

Contractor shall provide all training equipment including, but not limited to, the following: Audio and Visual Equipment, cameras, passenger mobility devices, and all other related components associated with operations and safety training. LAVTA shall provide training tools for agency-owned applications including, but not limited to: AVL Bus in a Box, Clipper test bench, GFI Training Setup, and other related hardware associated with operations and safety training.

3.16 Recycling Program

Contractor shall implement, maintain, and encourage a recycling program for their employees to recycle all paper, cardboard, batteries, etc. Contractor will implement measures to reduce paper trash in compliance with the requirements of the City of Livermore.

3.17 Drug Testing

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operation administrations, the State Oversight Agency of the State of California, or LAVTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process, including but not limited to such actions as making periodic mock collections, investigating reports by employees of flawed procedures, and requiring detailed explanations for cancelled tests. The Contractor agrees further to certify annually its compliance with Part 655 before January 1 and to submit the Management Information System (MIS) reports before March 1 to LAVTA's Director of Finance. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. In addition to the annual compliance report, the Contractor agrees to provide LAVTA with a copy of its policy; employee and supervisor training documentation; name and location of the collection site, laboratory, MRO, BAT, STT and SAP; a description of its random selection process; and quarterly management reports summarizing test results.

3.18 Computer Applications Training

Contractor, at its sole expense, will provide its employees with computer training for the software and hardware provided by the Contractor only. LAVTA shall be responsible for all initial training on all LAVTA-owned applications. LAVTA shall also provide initial comprehensive train-the-trainer training to the Operations and Training staff so that period retraining can be accomplished by the Contractor. LAVTA shall refresh this training at least annually. As new technologies or modules are presented, LAVTA shall present required training to Contractor.

3.19 Customer Relations Program

Contractor employees must treat all customers with courtesy, avoid any argument and exercise patience, forbearance, and self-control under all conditions. As discussed in Section 1, Contractor shall be in compliance with the LAVTA Customer Relations Policy as found in Exhibit D, and shall implement a Customer Service Oversight Program similar to the points-based system described below in 3.19.1.

Contractor shall investigate all Customer Complaints involving contractor's staff or functions. All complaints in the customer service database shall be investigated and resolved within five (5) days of receipt.

3.19.1 Customer Service Oversight Program

LAVTA's current Contractor currently has a point-based accident system of where:

- Less than \$300 damage = 1 point
- More than \$300 = 2 points
- 6 points within a rolling 9-month period = termination (presumably preceded by oral and written warnings)
- An egregious incident can result in termination even if 6 points hasn't been accumulated

LAVTA's current Contractor currently has a point-based Customer Service (CS) system which is used for measuring drivers with repeated complaints. Proposers should consider

- Each valid Customer Service (CS) complaint of the preventable CS incident type = 1 point
- 6 points within a rolling 9-months = LAVTA bans from property (presumably preceded by oral and written warnings by Contractor management; however, the warnings are not something that LAVTA could require or document as part of the oversight program – the Contractor would clearly maintain that type of control over their employees).
- A severe CS violation can result in immediate ban even if 6 points hadn't yet been accumulated
- Note that any "safety" or "incident", are non-accident safety/incident matters
- Within a rolling 9-months, any accumulation of 8 or more points from the sum of accident points and CS points can result in a LAVTA ban. So, for example, 2 bad accidents (=4 points) plus 4 preventable CS complaints can lead to a ban on the employee.
- Cell Phone use while driving any LAVTA vehicle can also result in a LAVTA ban regardless of CS point accumulation.

Review Process

The Fixed Route Task Force, a monthly meeting of LAVTA and Contractor staff, is currently utilized in the review process. At a minimum of once a month, the Fixed Route Task Force reviews any complaints to make final determination of validity of the complaint and to assign points against any drivers as indicated.

While LAVTA may not direct the Contractor with respect to human resource policy or any progressive discipline processes; LAVTA must be diligent in a contractor oversight program that ensures that the Contractor adheres to all of LAVTA's policies, specifically in this case, the Customer Relations Policy (Exhibit D). This policy defines the behavior of a Professional Wheels Employee. Behavior to the contrary, or that constitutes a Preventable Customer Relations Incident; or that constitutes a Severe Customer Relations Violation would be documented in the CS Oversight System and procedures

established for inclusion of customer service statistics in the SQSI and, if necessary, at what point LAVTA would take action with the Contractor to remove the contractor staff member from Authority property.

4 CONTRACTOR DUTIES AND RESPONSIBILITIES – MAINTENANCE

4.1 General Responsibility

Using LAVTA's facilities and major tools in place on June 30, 2018, Contractor shall service, maintain and repair revenue and non-revenue service vehicles (including all fare collection devices, stationary and portable vaults, headsigns, radios, cameras, vehicle AVL/ITS equipment, and all other bus-related equipment) to the satisfaction of LAVTA. Services provided by Contractor shall meet or exceed the general standards prevailing within the transit industry, and shall, at a minimum, meet the specific requirements described herein, and those of the bus manufacturers.

Contractor shall be responsible for purchasing and maintaining tools and equipment inventories, vehicle cleaning and servicing, providing reports described herein and maintaining a clean and safe work area.

Using the fleet of LAVTA's fixed route, Rapid, and Express Bus Transit vehicles referenced in this Scope-of-Work, Contractor shall ensure that there are sufficient numbers of operable vehicles available to meet all scheduled services in a safe and reliable manner. Currently LAVTA has three categories of sub-fleet assignments: Rapid-branded buses (22), express buses (7), and fixed route buses (31). Contractor shall at no time stray from the sub-fleet vehicle assignment unless approved in writing by LAVTA.

As of June 30, 2018, LAVTA will have a 20% spare ratio of buses. Contractor shall not defer maintenance for reason of shortage of maintenance staff or operable buses or lack of parts inventory, nor shall service be curtailed for the purpose of performing maintenance. Contractor shall not defer maintenance due to a shortage of available parts. Contractor shall adjust the work schedules of its employees as necessary to meet all scheduled services and complete maintenance activities according to the maintenance schedule.

4.2 Mechanical Maintenance

Mechanical maintenance will be performed at regular intervals necessary to keep the vehicles in a safe and reliable condition. The Contractor is to use high quality replacement parts and materials when performing any vehicle repairs, as approved by LAVTA. Contractor shall adhere to FTA procurement requirements, including DBE, for all parts and materials. Contractor shall adhere strictly to the preventive maintenance schedules in accordance with industry manufacturer standards and any specific standards issued by the manufacturer of the component. This schedule shall be considered by Contractor to be the minimum requirement only, and shall not be

regarded as reasonable cause for deferred maintenance in specific instances where Contractor employees observe that maintenance is needed in advance of schedule. Contractor shall propose their preventative maintenance inspection schedules as part of their submission; however, LAVTA reserves the right to amend and approve the final Preventative Maintenance Schedules during the post-award, pre-service phase of this project.

Contractor shall investigate and contract for fuel deliveries based on need using lowest cost selection. LAVTA shall pay vendor direct costs for fuel.

Contractor, at its sole cost and expense, shall provide all lubricants, repairs, cleaning, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement, required for the operation of all equipment pursuant to this contract. Contractor shall be fully responsible for the safe and efficient maintenance of all vehicles, headsigns, radios, fare collection devices, passenger counters, cameras, MDT's, IVLU's, audio and visual components, TSP equipment, and all other equipment to be used to perform this contract in strict conformity to all CHP regulations and orders. Contractor's duty and responsibility to maintain all vehicles and equipment is not delegable to any other person, firm, or corporation.

All parts, materials, tires, lubricants, fluids, oils, and procedures used by Contractor on all buses, non-revenue vehicles, and equipment shall meet or exceed original equipment manufacturer (OEM) specifications and requirements.

All wheelchair ramp-related equipment shall be inspected, serviced, and lubricated at intervals necessary to ensure that the wheelchair ramps are fully operational whenever the vehicle is used in revenue service.

All wheelchair securement devices shall be inspected, serviced and maintained at intervals necessary to ensure that the equipment is fully functional whenever the vehicle is used in revenue service. If any securement device or straps are missing, Contractor shall bear the sole responsibility for replacement. LAVTA has two types of wheelchair securement devices on the fleet: Q'Straint Q'Pod Wheelchair securement system on 31 coaches, and the Q'Straint four-point tie-down securement system on 29 coaches.

Brake inspections and adjustments shall be performed at manufacturer's recommended intervals that ensure the safe and efficient operation of the braking system. Contractor shall maintain brake systems so as to minimize brake noise.

All components of the bus bodies, appurtenances, and frames shall be maintained in a safe, sound, and undamaged condition at all times. Repairs to damage (including body, and all bus appurtenances) shall be made as soon as possible, but no longer than within two weeks of occurrence.

All Hubometers for vehicles must be inspected on at every PM interval to ensure proper mileage reporting. The Contractor shall replace any hubometer found to be out of calibration in accordance with industry standards.

All ITS equipment shall be functional at all times. All subordinate equipment necessary to actuate the operation of LAVTA-owned ITS equipment shall be functional.

Buses shall not be put in service with cracked glass anywhere on the bus. Repairs to glass shall be made as soon as possible, but no longer than within three days.

All mechanical, electrical, fluid, air and/or hydraulic systems shall be maintained in a safe and working condition at all times.

The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the bus.

Heating and air conditioning (A/C) systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climate conditions at all times on all in-service runs. Contractor shall maintain the A/C systems in an operable condition. Any A/C system that is not operable when a bus is in revenue service shall be immediately reported to dispatch. A coach exchange shall be required when the outside temperature is in excess of 70 degrees F.

Seats shall be maintained in proper operating condition at all times. All tears, gum, graffiti, and other damage shall be repaired in a professional manner immediately upon their discovery. Contractor shall replace seat insert covers that are worn or cannot be professionally repaired, using materials identical in design and color as those materials being replaced.

All vehicle body damage must be professionally repaired as soon as possible, but no longer than two weeks of occurrence. Body panels shall not be sectioned as part of a repair. If sectioning is deemed necessary then the entire panel shall be replaced. Use of body filler shall be kept to minimum industry standard thickness.

Contractor shall use red dyed ultra-low sulfur diesel fuel, or other premium grade diesel fuel as required under the law. Contractor shall maintain buses so as to minimize visible smoke emissions. Contractor shall be familiar with and comply with all CARB regulations. Contractor shall assist LAVTA with reporting requirements as needed.

Contractor shall inspect, maintain, and repair Diesel Emissions Control Strategies (DECS) installed on LAVTA-owned equipment. In the event that Contractor is incapable of performing inspection and maintenance services, Contractor is responsible for entering into relationships with qualified vendors to ensure proper inspections, repairs and maintenance. Contractor is responsible for maintenance and updating of all relevant records in connection with the LAVTA DECS program. Repairs and equipment rotation must be reported to LAVTA annually to aide in annual CARB reporting. All costs

for inspection, maintenance, service, and replacement of DECS equipment, including Diesel Particulate Filters, are borne solely by the Contractor.

4.3 Vehicle Reports and Records

The driver is required to perform a daily pre-trip inspection before taking the vehicle out of the yard or during a street relief including checking out the wheelchair ramp operations, air brake systems, tire conditions, mobility securement devices, and the general exterior and interior condition of the vehicle. If the driver is uncertain about the safe operability of the vehicle, the vehicle will be inspected by Contractor maintenance department to determine if it is safe to operate. If these defects are related to safety, major mechanical, AVL, TSP, or the mobility device securement apparatus, the vehicle is to be removed from service, driver assigned a different bus and all repairs must be made prior to placing the vehicle back into revenue service.

Contractor shall not operate a vehicle that has a defective wheelchair securement device, or any non-operable component within the AVL system or the Transit Signal Priority (TSP) emitter. If an operator determines that the wheelchair securement device, AVL system, or TSP is defective in a particular coach, a different coach must be dispatched.

The Contractor will maintain a current vehicle record containing the following information:

4.3.1 Coach Records

- Make
- Model and Year
- Vehicle Identification Number/Serial Number
- Engine Type/Year/Serial Number
- Diesel Emissions Control Strategy Type, Make and Serial Number of all components.
- Transmission Type/Year/Serial Number
- License Number
- Date Received
- Unit Repairs
- Preventative Maintenance "Inspection" Reports
- Daily "Bus Condition" Reports
- Work Orders
- Fuel Consumption (i.e., gallons/miles) for each vehicle

All records including hard copies shall be treated as the property of LAVTA and may never be removed or destroyed by the contractor unless granted express written

consent. In the event of destroyed, missing, or falsified records, LAVTA will pursue any and all legal remedies as may be appropriate.

4.3.2 Vehicle Maintenance Inspection Reports.

All of these forms will be kept in a file for each vehicle. Hard copies of the “Preventative Maintenance Inspection” Reports will be kept for the life of the vehicle. Daily “Bus Condition” Reports will be kept for a 30-day period. Electronic versions of all “Preventative Maintenance Inspection” reports for LAVTA-owned vehicles must be entered into the Agency’s Maintenance Information System (MIS) and will be kept indefinitely.

4.3.3 Vehicle Files and Reports

Contractor is responsible for the care, maintenance and updating of all files for each LAVTA-owned vehicle in the fleet. These records are to be kept in chronological order, and are expressly the property of LAVTA. These records shall neither leave the premises nor be destroyed. In the event of a Contractor change, staffing change or other event these records must remain intact, complete and secured on LAVTA property. This includes electronic files in any form.

Additionally any citations received by the CHP during its annual inspection must be filed according to the vehicle number.

Contractor is responsible for maintaining a carrier identification number (CA number). That number shall be placed per agency direction on the buses (both curb and road sides, near the rear wheel)

4.4 Capital Project and Exterior Advertising Management Assistance

LAVTA procures capital and services that impact daily operations and maintenance functions. At times, LAVTA requires technical and implementation assistance with various capital projects and programs. Additionally, LAVTA contracts with a firm to place exterior advertisements on the sides and rears of LAVTA-owned equipment. Both of these services require management oversight by the maintenance department. A recognition of, and a plan for the completion of this work is required in the bid and should appear in the Vehicle Service, Maintenance and Repair Plan. Contractor should inspect the fleet on a monthly basis and report to LAVTA any ads that are outdated or damaged, as well as report monthly on any damages caused by the removal of ads.

4.5 Safety

LAVTA will request that the Motor Carrier Unit of the California Highway Patrol annually prepare and submit to LAVTA a Safety Compliance Report (CHP 343) and Vehicle Inspection Reports (CHP 343A) for all vehicles specified in this contract. Contractor

must attain satisfactory rating in each category of the Safety Compliance Report (maintenance records, driver records, regulated equipment and terminal). Contractor must expeditiously correct any deficiencies noted on any vehicle inspection report.

LAVTA may, at unannounced times, perform maintenance inspections by LAVTA staff or private inspection services for purposes of determining vehicle safety and condition.

4.6 Electronics Technicians

Contractor shall staff the position of Electronics Technician with personnel trained in the repair and maintenance of all electronic equipment specific to LAVTA's fleet. In particular these individuals should be trained to service fareboxes, vaults and probing equipment, Clipper devices, all other types of fare collection and counting equipment, electronic head-signs, on-board video recording equipment, Automatic Vehicle Location Systems (with all requisite sub-components), Transit Signal Priority (TSP) devices, and any other type of specialized electronic equipment. All Technicians must be licensed with a valid California Class B Operator's License with proper endorsements.

4.7 Vehicle Mechanics

Contractor shall staff the positions of Vehicle Mechanics in accordance with established industry standards of levels of competence. Contractor shall ensure that Mechanics of certain "grades" are properly and adequately trained and have received required training sessions and are in possession of required certifications. All Mechanics must be licensed with a valid California Class B Operator's License with proper endorsements.

Contractor shall have a minimum of 50% of their Electronics Technicians and Mechanics ASE certified Master Technicians. All remaining mechanics shall have a minimum of 2 ASE certifications and show measurable progress towards attaining Master status. The goal is for 100% Master status.

4.8 Vehicle Cleaning and Public Outreach Materials Management

4.8.1.1 Vehicle Cleaning

Contractor shall maintain LAVTA's vehicles in a clean and neat condition at all times. Bus exteriors on all buses shall be washed no less than every-other day. This includes bus body (front, sides, and back), windows, and wheels. The interiors of all vehicles, including windows, seats, floor, stanchions, and grab rails, shall be washed thoroughly at least once per week. All foreign matter such as gum, grease, and dirt shall be removed from all surfaces during the cleaning process. Graffiti shall be cleaned from buses each evening and LAVTA shall be notified if a graffiti pattern appears. The interior of all vehicles shall be swept and dusted daily and all trash and debris removed. Any damage to seat upholstery shall be repaired as soon as possible. Vehicles should be completely detailed as part of the preventative maintenance program. Any bodily

fluids must be thoroughly cleaned and sanitized before vehicles can be returned to revenue service. LAVTA may, at its discretion, perform periodic inspections of vehicles to ensure proper cleaning procedures are being employed.

4.8.1.2 Public Outreach Materials Management

LAVTA shall provide a wide-range of printed materials that require distribution on all LAVTA-owned equipment. These include, but are not limited to car cards, take-ones, bus schedules, supplemental flyers, and related materials. Bus schedules shall be appropriately stocked prior to the bus going into revenue service. The LAVTA Marketing and Public Outreach department shall notify and provide instructions regarding the distribution of printed materials. Often this material is of a dated nature and must be installed in a timely fashion. Contractor shall manage this effort to the ultimate satisfaction of LAVTA and the Marketing and Public Outreach department. Contractor shall diligently and proactively remove outdated materials.

4.9 Facility Cleaning

Contractor shall be responsible for cleaning all shop areas and the service areas, including washing, fueling, and parking facilities on a weekly basis to the satisfaction of LAVTA. If major repairs are required, Contractor shall notify LAVTA in writing. Shop area cleaning will be done on a daily basis and shall include, but not be limited to: sweeping and floor scrubbing to remove grease and oil from surfaces; pickup of papers and garbage at the fueling, washing and parking areas; cleaning and general upkeep of the maintenance offices, parts storage areas, technician work spaces, and the Shelter Maintenance area to the satisfaction of the LAVTA.

4.10 Vehicle Warranty Repairs

Contractor shall be familiar with vehicle warranties and shall notify LAVTA prior to commencing warranty work on any vehicle. Contractor will coordinate warranty work and warranty reimbursements with manufacturers and will report to LAVTA monthly on the status of warranty work. All warranty repairs reports for LAVTA-owned vehicles must be entered into the Agency's Maintenance Information System (MIS) and will be kept indefinitely.

4.11 Procurement Agent and Parts Inventory

The Contractor shall provide and replenish, as necessary, parts and supplies used to service, maintain, and repair all vehicles and transit equipment including radios, fareboxes, AVL/ITS equipment, and head signs used in connection with services operated under this Agreement. Contractor shall work cooperatively with LAVTA to maintain effective communication such that adequate parts and supplies are at all times on hand to perform all work described in this Scope-of-Work. Contractor shall be responsible for managing the parts and supplies inventory on a daily basis. At no time

should maintenance be delayed due to lack of parts inventory. Contractor's management responsibilities shall include, although not necessarily be limited to, the following:

- maintaining a current list of all items in the inventory;
- implementing and maintaining a system by which inventory threshold minimums are observed and immediately result in restocking of items;
- documenting all inventory transactions on a daily basis;
- maintaining effective security over all inventory items.

Additionally, in the event that Contractor procures equipment or services for LAVTA, Contractor shall follow all current and adopted LAVTA Procurement Policies and Procedures which were written in accordance with current FTA Circular guidelines and requirements.

4.12 Tools and Equipment

Contractor shall provide all tools necessary for the maintenance and repair of LAVTA's equipment and facilities. Contractor may use LAVTA tools in place as of June 30, 2018.

Contractor shall conduct an annual audit and reconciliation of the tools and equipment provided by LAVTA. This audit shall be presented to LAVTA for review. The condition of the tools must be documented and any and all repairs made to major capital equipment must be thoroughly and comprehensively documented and presented with the annual audit.

Contractor shall reimburse LAVTA for the full replacement value of any and all items broken, damaged, lost, or stolen. LAVTA shall inform Contractor in writing of the items for which reimbursement is expected and will then negotiate payment arrangements. If reimbursement is required, it shall occur no later than three (3) months after the end of the year.

Any support vehicles which are over and above those provided for in the PMP Contractor is responsible for providing. Any such additional vehicles must be fully equipped with LAVTA ITS systems and must display Wheels-logo decals approved by LAVTA.

4.13 Maintenance Documentation and Reporting

Contractor shall submit maintenance data and related information to the specification and satisfaction of LAVTA. As LAVTA's needs for data change from time to time, Contractor shall assist LAVTA in implementing revised data collection procedures and methods. Once approved, Contractor shall be responsible for accurately completing these newly developed forms at the time interval indicated once the forms themselves

are approved by LAVTA. Contractor shall ensure that exact duplicates of these forms are available as necessary for completion and submittal to LAVTA.

Should the contractor wish to deviate from LAVTA provided forms, Contractor shall be responsible for developing and then submitting these new forms for approval by LAVTA. The final layout and information content of the forms shall be mutually agreed to by both parties in discussions post award, but before service beginning.

If approved, Contractor shall provide reports in the form and on the schedule approved by LAVTA. The final layout and information content of the forms shall be mutually agreed to by both parties in discussions post award, but prior to service start-up.

Contractor shall assist LAVTA in any audit/review conducted by FTA, Metropolitan Transportation Commission (MTC), CalTrans, CalTIP, or other regulatory agency.

4.13.1 Monthly Reports

Below are some examples of reports that have been submitted to LAVTA on a monthly basis:

- List of buses detailed during the month
- Road Call Data Sheet –This report shall be specific as to when the issue was called in, when the replacement bus leaves the yard, when the bus arrives to be swapped, when the new bus leaves the breakdown and continues on route. This report shall also include a total loss of service time for each road call occurrence. LAVTA defines a loss of service as the time differential between when the bus stopped performing normal fixed route service and when it restarted service. This report shall also include reason for the road call and should any repairs be necessary, a copy of the work order shall be included for each repair. Using this information LAVTA shall deem whether a road call was preventative or non-preventative in nature.
- Road Call Report - This report will take Information from the Road Call Data Sheet disseminate it providing explanations for each loss of service road call and how these failures are being addressed so that they do not continue to occur.
- Fuel Usage Report
- Fleet Mileage – Mileage Report
- Preventative Maintenance Report detailing by bus, how many and of what type of PM was performed. An exception report shall also be included.
- Warranty Repair Report
- Vehicle Down Report – shall document all LAVTA-owned vehicles, the total number of days down (if a vehicle misses either an AM or PM pull, it is considered down) per vehicle. The report shall then aggregate those numbers and then divide by the total LAVTA-owned fleet in summary form to reflect the month's activities. All activity should additionally be divided by sub-fleet (fixed route and support vehicles).

4.14 Major Repairs and Heavy Maintenance

Major repairs and heavy maintenance shall include: rebuild or replacement of major engine and/or major transmission, Hybrid drive battery replacement in vehicles owned by LAVTA that are not under warranty, and exterior and interior painting of entire vehicles.

If Contractor determines that major repair and heavy maintenance is necessary, Contractor shall notify the LAVTA Fleet Manager and Director of Finance in writing, detailing the reasons for such a determination and including pertinent information from the vehicle file and a detailed outside vendor's cost estimate. After inspection and review by LAVTA, LAVTA may direct Contractor in writing, to proceed with the recommended work. Contractor will only be reimbursed for the costs associated with the recommended work. Contractor shall submit a detailed invoice to LAVTA for all such work.

If LAVTA determines that such work is necessary due to poor maintenance performance by Contractor, LAVTA will not be liable for any costs. Contractor shall remain responsible for all costs related to repair or replacement of any engine driven part including but not limited to generators, hydraulic pumps, water pumps, valve covers, oil pans, alternators, voltage regulators, air compressors, air conditioning compressors, vacuum pumps, starter motors, ESS components, Spinner filters, and turbocharger. Contractor shall also remain responsible for all costs related to repair or replacement of transmission related parts including but not limited to oil coolers, external oil lines, external filters, external linkage modulators, external speedometers/odometers, "driven" gears or sensors, switches, and sensors.

Contractor shall ensure that maintenance staff are completely trained on, familiar with all repair, servicing, and maintenance needs associated with any style of coach owned by LAVTA.

4.15 Computer and Special Diagnosis Training

Contractor, at its sole expense, will provide its mechanics and employees with computer training of the software, hardware, and diagnosis repair equipment provided by the Contractor and/or by LAVTA. Including, yet not limited to: I/O, BAE, Allison, Cummins Insite, Thermo King, Camera, systems software. LAVTA supplies laptop computers for diagnostic equipment testing for engines and related components. Contractor, at its sole expense, is responsible for software upgrade tracking and implementation. If hardware changes are necessary, upon proper documentation submittal, LAVTA shall supply appropriate hardware as required.

4.16 Facilities Service Maintenance Program

Contractor shall supply service for general facilities maintenance and repairs, update/detail maintenance plans, and capital equipment preventative maintenance functions. In addition, provision of bus stop shelter maintenance functions is an optional addition to this Scope of Work at Proposer's option (see Section I, Terms and Conditions, 6.3 "Optional Proposal Content"). Contractor shall complete a methodical and comprehensive review of all facilities programs. Contractor shall review the Maintenance Analysis and Recommendations Program contained within the PMP (Exhibit C) for a list of specific maintenance items and requirements. Should the contractor propose to deviate from this program, contractor should submit a work/schedule detailing the actual maintenance department operation the Contractor intends to provide, and how it varies from this program. LAVTA shall have the right to interview and approve Contractors candidate(s) for work associated with this RFP provision.

The list of required facility-related services includes, but is not limited to:

- Oversee all building maintenance functions for the MOA facility, the Atlantis facility, and the Livermore Transit Center facilities located on LAVTA property.
- Complete facility reviews and perform any necessary preventative maintenance and major maintenance at all LAVTA owned facilities. Update all capital facility paperwork to reflect any work or reviews performed.
- Provide staff to do various miscellaneous jobs as needed such as furniture moving, room setup, etc.
- Work with LAVTA to effect contracts for outside labor to assist with specific projects that are beyond this scope.
- Manage any warranty work on any LAVTA-owned facility.

The list of bus stop and shelters services that Proposers may opt to include in their Proposal includes, but is not limited to:

- Provision of minor materials to complete daily assignments. These include fasteners for bus stop signage, screws, nuts, washers, and related small parts. This provision also includes any tools needed to ensure proper completion of duties.
- Provision of bus shelter and stop maintenance throughout the LAVTA service area for locations that are included in the LAVTA stop/shelter inventory. This maintenance shall include:
 - Insert customized route and stop information in the display windows of all LAVTA shelters. Exchange and update with new information and schedules as necessary.
 - Replace panels and perform other repairs as required. LAVTA shelters have both Plexiglas and glass panels.
 - Dismantle, move, and erect shelters and bus stop poles and signs as required.
 - Paint bus stop curb stencils
 - Install, remove, and replace graffiti-guards at specific shelters

- Remove, replace, install, and diagnose issues with OnStreet real-time signs
 - General maintenance of bus stop signs and poles.
- Work closely with LAVTA’s Planning Department to ensure compliance with applicable traffic laws and civil codes.
- Respond to complaints about bus stop-related issues (significant graffiti, broken panels, etc.) within 24 hours of notification of the issue.

The list of general responsibilities includes, but is not limited to:

- Report to LAVTA monthly tasks by general function (facilities support, maintenance, sign work) by shelter bus stop sign location(s), including date and work that was done.
- Contractor shall assist LAVTA with compliance in all applicable laws and regulations concerning building inspections and other facility related matters.
- Other duties as required.

5 SERVICE QUALITY STANDARDS INDEX AND MANAGEMENT RETENTION

5.1 General Requirements

To encourage the highest quality service from the Contractor LAVTA has developed Service Quality Standards Index (SQSI) measures which will be used to judge the efficacy of service provided to the Livermore Amador Valley Transit Authority. These standards all have a potential positive and negative impact based on the quality of service occurring by Contractor. These standards were designed to be true incentives toward attainment of excellence by all Wheels staff, and the Contractor is encouraged to share them with all levels of personnel.

The matrix describes the measures and details where the data is captured from. Incentives or Penalties shall be assessed on an annual basis only, but tracked both Monthly and Quarterly. LAVTA shall report SQSI findings no later than the 20th of each month or month after the close of the quarter to ensure proper time for corrective action to occur.

In the event that the Contractor receives Incentives, Contractor will contribute no less than fifty percent (50%) to an employee fund. Contractor will be responsible to establish an Employee Fund Committee with members consisting of drivers, maintenance employees, and other staff. This Employee Fund Committee will determine how the contributions from Contractor’s Bonuses are to be distributed. The Fund should be distributed to employees based on some measure of each employee’s contribution to the attainment of the Incentive (i.e. not simply per capita).

In the event that the contractor is assessed a penalty, the full amount of the penalty shall be paid to LAVTA within 60 days of issuing the annual results of the SQSIs. If the total amount is not received within 60 days, LAVTA will deduct the amount owed to the contractor from the monthly invoice.

The categories of standards are grouped according to the following:

- Courtesy-based Program – Awarded Annually and Quarterly
- Preventable Accident-based Program – Awarded Annually and Quarterly
- Productivity-based Program – Awarded Monthly
- Corrective Action-based – Awarded Quarterly

The SQSIs measure a variety of performance indicators from driver courtesy and complaint volume to service productivity and safety. The measures tracked may change annually based on LAVTA's discretion of the operation of the service. This category is meant to provide guidance and direction to Contractor on problem or concern areas as they arise. LAVTA shall always have a minimum of two (if not more) standards under this category.

The current LAVTA SQSI Program is detailed below: LAVTA may revise the SQSI metrics annually but may do so only at the start of each performance year.

Service Quality Standard Index

COURTESY BASED PROGRAM (Awarded Annually)							
Category	Method of Determination	Source	A	B	C	D	F
			\$2,000	\$1,000	\$0.00	(\$1,000)	(\$2,000)
Overall Customer Service Satisfaction	A simple survey of Wheels riders shall be conducted by LAVTA annually of fixed-route passengers. The measure will be determined by the % of "5" and "4" ratings divided by total respondents is the measure	Annual Survey	95% and Above	94.9% to 90.0%	89.9% to 85.0%	84.9% to 80.0%	79.9% and Below
Driver Courtesy	A simple survey of Wheels riders shall be conducted by LAVTA annually. The measure will be determined by the % of "5" and "4" ratings divided by total respondents is the measure	Annual Survey	95% and Above	94.9% to 90.0%	89.9% to 85.0%	84.9% to 80.0%	79.9% and Below
COURTESY BASED PROGRAM (Awarded Quarterly)							
Category	Method of Determination	Source	A	B	C	D	F
			\$1,000	\$500	\$0.00	(\$500)	(\$1,000)
Total Complaints	The number of net valid customer complaints per ridership (valid complaints minus compliments)	Customer service database and Fixed-Route Task Force	< 1/10,000	Between 1/10,000 and 1/5,000	Between 1/5,000 and 1/1,000	Between 1/1,000 and 1/750	> 1/750
Complaint Response Time	The percentage of time customers complaints are fully investigated and documented within five (5) days.	Customer service database	95% and Above	94.9% to 90.0%	89.9% to 85.0%	84.9% to 80.0%	79.9% and Below

PREVENTABLE ACCIDENT BASED PROGRAM (Awarded Annually)							
Category	Method of Determination	Source	A	B	C	D	F
			\$4,000	\$2,000	\$0	(\$2,000)	(\$4,000)
Severity of Claims	Total monetary payments per year divided by the annual average of past three years	Claims Reports (York Insurance Adjusters)	20%+ below average	11-20% below average	-/+10% of the three-year average	11-20% above average	20%+ above average
PREVENTABLE ACCIDENT BASED PROGRAM (Awarded Quarterly)							
Category	Method of Determination	Source	A	B	C	D	F
			\$1,000	\$500	\$0	(\$500)	(\$1,000)
Miles Between Preventable accidents (Systemwide)	Total number of preventable accidents divided by total number of systemwide miles (revenue and non-revenue)	Contractor Monthly Reporting and Safety Task Force/Committee	200,000 and Above	199,999 to 100,000	99,999 to 85,000	84,999 to 65,000	64,999 and below
Claims Submittals	Total number of claims submitted within 24 hours of an incident	Monthly Incident Log and Claims Reports (York Insurance Adjusters)	Greater than 90%	82.1-90%	82-78%	77.9-65%	Less than 65%

PRODUCTIVITY BASED PROGRAM (Awarded Monthly)							
Category	Method of Determination	Source	A	B	C	D	F
			\$2,000	\$1,000	\$0.00	(\$250)	(\$500)
On Time Performance	AVL Siemens On-Time Performance Reports (subtracting missing trips, school routes, routes 53/54/70X)	Siemens AVL TransitMaster OTP Reports	Above 88%	87.9% to 85.1%	85-83%	82.9-80%	Below 80%

CORRECTIVE ACTION BASED PROGRAM (Awarded Quarterly)

Category	Method of Determination	Data Source	A	B	C	D	F
			\$1,000	\$500	\$0.00	(\$500)	(\$1,000)
Miles between Preventable Out of Service Roadcalls	Total number of systemwide miles (revenue and non-revenue) divided by the sum of loss of service roadcalls	Contractor Monthly Reporting	25,000 and Above	24,999 to 20,000	19,999 to 17,000	16,999 to 13,500	13,499 and below
Preventative Maintenance Program	Percentage of PMs completed on time or within +/-10% of the scheduled mileage	Contractor Monthly Reporting	100-96.1%	96-92.1%	92-88.1%	88-84.1%	Below 84%
Sub-Fleet Vehicle Assignment Exceptions	Percentage of sub-fleet assignment exceptions (Rapid and Express branded buses)	Contractor Monthly Reporting	100-96.1%	96-92.1%	92-88.1%	88-84.1%	Below 84%
Fleet Readiness - Percent Bus Days Out of Service (Based on Down Vehicles - Average Number of Days)	Tracked per vehicle, the total number of days out of service is divided by the total number of vehicles in the LAVTA fleet. The measure is based upon the sum total of downed vehicle days/ total vehicle days	Contractor Monthly Reporting	8% (.08) or fewer	8.1% (.081) to 9% (.09)	9.1% (.091) to 10% (.10)	10.1% (.101) to 11% (.11)	11.1% (.111) and higher

5.2 Reassignment/Removal of Key Management Positions

LAVTA recognizes that fluctuation in senior executive personnel associated with the contract management is detrimental to the continued provision of LAVTA's transportation program. For purposes associated with this procurement, "key management personnel" is considered to be the following positions or their substantive equivalents:

- General Manager
- Operations Manager
- Maintenance Manager
- Safety and Training Manager

5.2.1 Contractor Rights

- For the positions listed in Section 5.2, Contractor has the right of termination at will. Contractor may not terminate these positions at LAVTA and reassign the individuals to another property or re-hire them for a period of one year.
- Period begins on the day after the final working day of the employee.
- Contractor has the right to request a waiver of this policy; however, it must be presented to the LAVTA Executive Director in writing for formal consideration. Waivers to this policy will be granted on an exceptional basis only.

5.2.2 LAVTA Rights

- LAVTA retains the right of qualifications determination for all four key management positions as cited above.
- LAVTA retains the right to require the removal of any of the four key management positions cited above without penalty.
- If the event that Contractor chooses to remove or reassign any of the listed key management positions without LAVTA's consent, LAVTA is likely to incur damages, but in an amount that would be extremely difficult or impracticable to determine. Therefore in such an event, LAVTA will require that a reasonable estimate of such damages would be an amount equal to six months' salary and fringe benefits for each such removal or reassignment made, which amount shall be documented and credited to LAVTA on Contractor's invoices.
- LAVTA has the right to waive this policy at its sole discretion.

This contract provision in no way constitutes a contract of employment with the above cited positions with LAVTA. This provision shall not hamper in any way any regular disciplinary actions as required by Contractor human resources management.

Section 3

Federal Transit Administration Clauses

SECTION III – FTA CLAUSES

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INTRODUCTION

This project may be financed in part by funds from the Federal Transit Administration (FTA). Accordingly, Federal requirements apply to this contract and if those requirements change then the most recent requirements shall apply to the project as required.

1 ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

2 CLEAN WATER AND AIR REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to LAVTA and understands and agrees that LAVTA will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in part or in whole with federal assistance provided by the FTA.

3 LOBBYING

Contractor shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Contractor shall certify that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded to LAVTA. The Contractor must review the "Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements," form and submit the "Disclosure of Lobbying Activities (SF-LLL) form included in the Bid Documents with its bid.

4 ACCESS TO RECORDS AND REPORTS

Contractor shall provide all authorized representatives of LAVTA, the FTA Administrator, and the Comptroller General of the United States access to any books,

documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. Contractor also agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain the same until LAVTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

5 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (23) dated October 1, 2016) between LAVTA and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

6 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

LAVTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to LAVTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

7 PROGRAM FRAUD, FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the

Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the LAVTA of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

8 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 2 CFR Part 180. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.935.

The contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by LAVTA. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to LAVTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Proposer agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9 PRIVACY ACT

The following requirements apply to Contractor and any of its employees that may administer any system of records on behalf of the Federal Government under any contract:

- The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of

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

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

10 CIVIL RIGHTS REQUIREMENTS

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the

Contractor agrees to comply with any implementing requirements FTA may issue.

- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

11 TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

- a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
- b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state

and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

- c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

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

12 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220. 1F, dated November 1, 2008 as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any LAVTA requests which would cause LAVTA to be in violation of the FTA terms and conditions.

13 BREACHES AND DISPUTE RESOLUTION

Disputes- Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by LAVTA's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to LAVTA's Board of Directors. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its possession. The decision of the Board of Directors shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

Remedies- Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between LAVTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which LAVTA is located.

Rights and Remedies- The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by LAVTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

14 TERMINATION

Termination for Convenience. LAVTA may terminate this Contract, in whole or in part, at any time by giving 30 days written notice to the Contractor when it is in LAVTA's best interest. The Contractor shall be paid only for the services performed and allowable expenses incurred to the date of such termination, plus those costs deemed reasonably necessary by LAVTA to effect the termination. If the Contractor has any property in its possession belonging to LAVTA, the Contractor will account for the same, and dispose of it in the manner LAVTA directs.

Termination for Default. If the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, LAVTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract to the date of such termination.

If it is later determined by LAVTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, LAVTA, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure. LAVTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor five (5) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to LAVTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from LAVTA setting forth the nature of said breach or default, LAVTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude LAVTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach In the event that LAVTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by LAVTA shall not limit LAVTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

15 SAFE OPERATION OF MOTOR VEHICLES

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or LAVTA. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

16 RECYCLED PRODUCTS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

Supplemental Information
In order of inclusion

1. Exhibits

2. Forms

3. Attachments

Exhibits, Forms, and Attachments

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#	<i>Subject</i>
<u>Exhibits</u>	
A	Current Wheels Timetables
B	Wheels Strategic Plan
C	LAVTA Preventative Maintenance Plan
D	LAVTA Customer Relations Program
E	Descriptions of Key Personnel Positions
F	Customer Service Training for the Transit Professional
G	Driver and Operator Requirements and Training Program
H	Draft Operating Services Agreement
I	Existing Contract Terms
J	Existing Labor Union Agreement
K	Tools and Equipment
<u>Forms</u>	
Form 1.1	Bid Proposal
Form 1.2	Proposed Staffing Levels
Form 1.3	Addenda Receipt
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1	Certification of Non-Collusion
2	Drug-Free Workplace Certification
3	Certification of Restrictions on Lobbying
4	Levine Act Certification
5	Irrevocable Letter of Credit – Sample
6	Performance Security Bond – Sample

Forms, Certifications and Submittal Information Checklist

This form should be used to ensure compliance with the terms and conditions of the Request for Proposals. Proposers are encouraged to use this list to verify the bid package prior to submittal; however, this checklist is not required for submission.

X = done	Subject
	<u>Certifications</u>
	Certification of Non-Collusion
	Drug-Free Workplace Certification
	Certification of Restrictions on Lobbying
	Levine Act Certification
	Letter of Credit
	Performance Bond
	<u>Forms</u>
	Form 1.1 – Budget Proposal
	Form 1.2 – Staffing Levels
	Form 1.3 – Addenda Receipt
	<u>Required Submittal Information</u>
	Organizational Information – Cover Letter
	References
	Personnel
	Cost Proposal (Forms 1.1 and 1.2 above)
	Compliance with Terms and Conditions for Fuel
	Compliance with Terms and Conditions for Tires
	Compliance with Terms and Conditions for Facilities Service Maintenance Program
	Compliance with Terms and Conditions for Bus Bridge and Supplemental Services
	Employee Conditions
	Job Classifications and Wage Scales
	Compliance with Terms and Conditions for Federal and State Laws Regarding Current Employees
	Vehicle Servicing, Maintenance, and Repair
	Driver Training and Retention
	Customer Relations Program
	Safety, Security Programs and Risk Management
	Declared Emergencies Plan
	Performance Monitoring and Quality Control Program
	Plan and Schedule for Assumption of the System Operations
	Road Supervision, Vehicle Dispatching and Scheduling
	Intelligent Transportation Systems (ITS)
	Performance Security and Insurance
	RFP Addenda

Exhibit A

Wheels Current Bus Schedule

Exhibit A

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY TIMETABLES AND SYSTEM MAP

**Routes 1, 2, 3, 8, 10R, 11, 14, 15, 20X, 30R, 53, 54
70X, 580X, 500s, 600s**

**SCHEDULES AND MAP AVAILABLE ONLINE AT
WWW.WHEELSBUS.COM**

OR

**HARD COPIES MAY BE REQUESTED BY
CALLING 925-455-7555**

Exhibit B

Excerpt from Wheels Strategic Plan



Mission

The mission of the Livermore Amador Valley Transit Authority is to provide equal access to a variety of safe, affordable and reliable public transportation choices, increasing the mobility and improving the quality of life of those who live or work in and visit the Tri-Valley area.

Vision

An essential link in the regional transportation system, LAVTA strives to be a well-recognized, highly respected, integrated public agency utilizing appropriate tools and technologies to provide cost-effective, exceptional transport service in response to the needs and priorities of those who live or work in and visit the Tri-Valley area.

Values



Goals and Strategies

A	B	C	D	E	F	G
Ridership Development	Marketing and Public Awareness	Community and Economic Development	Policy Development	Regional Leadership	Organizational Effectiveness	Fiscal Responsibility
<p>Primary Strategies:</p> <p>A1 Expand routes and services to provide timely, seamless service deliverability</p> <p>A2 Increase accessibility</p> <p>A3 Optimize existing routes and services to increase productivity</p> <p>A4 Improve connectivity with regional transit systems</p> <p>A5 Explore innovative fare policies and pricing options</p>	<p>Primary Strategies:</p> <p>B1 Continue to build the Wheels brand image, identity and value for customers</p> <p>B2 Improve the public image and awareness of Wheels</p> <p>B3 Increase two-way communication between Wheels and its customers</p> <p>B4 Improve public's awareness and understanding of available transit services</p>	<p>Primary Strategies:</p> <p>C1 Promote Wheels to new businesses and residents</p> <p>C2 Integrate transit into local community and economic development plans</p>	<p>Primary Strategies:</p> <p>D1 Review JPA policies to better position Wheels for current and future conditions</p> <p>D2 Incorporate transit-friendly design in the site development process</p> <p>D3 Incorporate environmental sustainability issues in current policies</p>	<p>Primary Strategies:</p> <p>E1 Advocate for regional, state and federal policies that support Wheels' goals</p> <p>E2 Support staff initiatives that can enhance Wheels' leadership role</p> <p>E3 Encourage partnerships with transit and other local public agencies to advance goals and objectives of Wheels</p>	<p>Primary Strategies:</p> <p>F1 Implement organization-wide change initiatives</p> <p>F2 Engage contract staff</p> <p>F3 Establish metrics with action plans for improvement</p> <p>F4 Strengthen human and technical resources throughout the organization</p>	<p>Primary Strategies:</p> <p>G1 Integrate fiscal review processes into all decisions</p> <p>G2 Establish a reserve policy</p> <p>G3 Establish long term facilities and capital improvement program</p>

Exhibit C

LAVTA Preventative Maintenance Plan

**PREVENTATIVE
MAINTENANCE
PLAN**

For the Livermore Amador Valley Transit Authority

October 2017



PURPOSE

The purpose of the Maintenance Plan is to develop a consistent, ongoing system of maintenance procedures and guidelines to be used as a basis and reference to ensure the highest quality Maintenance Program, and to maintain a fleet without missing any runs and have as few road calls as possible. In doing so, provide safe, clean and dependable equipment at the lowest cost possible. Further, this document is to provide guidance to the Maintenance and Operations contractor employed by LAVTA for the provision of services to the WHEELS system. All information, standards, and guidance provided within are to be considered the responsibility of the duly named contractor and this plan shall be faithfully executed accordingly.

POLICIES, GOALS, AND OBJECTIVES

The Maintenance Plan is meant to be a management tool for ongoing evaluation and monitoring of the Maintenance Program, based on policies, goals and objectives, industry standards and accepted maintenance procedures, including training and planning functions. This plan should serve as a blueprint for the contracted maintenance department and all information inclusive is to be considered the responsibility of said contractor. Further, this manual also presents a series of indicators to determine the progress being made in individual areas.

The following goals and objectives have been developed for a Maintenance Department in order to provide quality cost effective maintenance.

Objective #1 - Meet or exceed industry standards for maintenance performance indicators.

1. Minimum Maintenance Department Managerial and Supervisory levels –In order to maintain an adequate level of supervisory personnel the following standards apply.
 - **1- Maintenance Manger**
 - **1-Maintenance Supervisor**
 - **1- Island Supervisor**
 - **1- Parts Supervisor**
2. Road calls – Information shall be presented to LAVTA on a monthly basis in a reports entitled “Road Call Data Sheet”, *attachment A and “Road Call report”. Road Calls are defined as any time a maintenance technician, road supervisor, stand by operator, etc. is dispatched to repair or replace a bus that is in revenue service. This includes but is not limited to mechanical breakdowns, accidents, swaps for PMI service, bodily fluid spills, buses deemed unsuitable for service by driver observations, etc.. In a nutshell, if any of the above operators is sent out to repair, replace or do **anything** to an in-service bus it is to be entered into the Road Call Data Sheet. Information from the Road Call Data Sheet shall be

disseminated with explanations for each loss of service road call and how these failures are being addressed so that they do not continue to occur. These explanations shall be put together into a monthly Road Call report. Both documents shall be submitted LAVTA as part of the monthly bill.

3. LAVTA has developed a performance criteria within its Service Quality Standards Index directed at monitoring this indicator. If the maintenance department performs in either A or B range, there is a performance incentive. C is neutral. D or F will trigger a performance penalty. The award/penalty is calculated monthly and the cumulative quarterly award/penalty is given to the contractor at the end of the fiscal year.

Category	Source	A	B	C	D	F
		\$1,000	\$500	\$0.00	(\$500)	(\$1,000)
Miles between preventable road calls	Contractor Monthly Reporting	25,000 and Above	24,999 to 20,000	19,999 to 17,000	16,999 to 13,500	13,499 and below

4. Maintain an adequate level of in-service buses on a multi-modal basis per mechanic
 - **Performance Indicator:** Total buses/mechanic
 - **Performance Standard:** 7 buses/mechanic (vans, & buses)

5. Maintain an adequate level of in-service buses on a multi-modal basis per Electronics Technician Maintain an adequate level of in-service buses on a multi-modal basis per electronics technician.
 - **Performance Indicator:** Total buses/ electronics technician
 - **Performance Standard:** 30 buses/ electronics technician (vans & buses)

6. Maintain an adequate level of in-service buses on a multi-modal basis per Tire technician Maintain an adequate level of in-service buses on a multi-modal basis per electronics technician.
 - **Performance Indicator:** Total buses/ tire technician
 - **Performance Standard:** 60 buses/ tire technician (vans & buses)

7. Maintain an adequate level of utility, and cleaning personnel.
 - **Performance Indicator:** *In-service buses per multi-modal utility and cleaning personnel.*
 - **Performance Standard:** *Not to exceed 12 vans, & buses.*

8. Maintain adequate amount of in-service buses based upon the given spare ratio to meet peak requirements plus incidental needs, such as scheduled maintenance, marketing, training and safety, accident repair, major overhaul and spares to facilitate planned rebuild projects.
 - **Performance Indicator:** *Percent spares to anticipated total fleet requirements*
 - **Performance Standard:** *Maximum of 20%*

6. Fuel-miles per gallon

Performance Indicator: *See attachment "B" Track engine & transmission wear through oil sampling*

- **Performance Interval:** *Every oil change*

Objective #2 - Continue Appropriate Inventory Control and Management Activities

1. Maintain adequate general parts inventory
 - **Performance Indicator:** *Parts inventory expressed in dollars per coach*
 - **Performance Standard:** *Not to exceed \$3,200*
 - **Performance Standard:** *Not to exceed \$2,500 (vans and light vehicles)*

2. Maintain adequate electronics parts inventory *current electronics list attachment "C"
 - **Performance Indicator:** *Parts inventory shall be determined by each individual manufacturers recommended spare parts inventory.*
 - *These manufacturers recommended spare parts lists shall be provided to the contractor by LAVTA and must be stocked immediately as well as stock level maintained throughout the entire contract period. This includes the addition of new buses and or electronics.*
 - **Performance Standard:** *Not to exceed \$6,200 per bus*

3. Maintenance of inventory minimum and maximum
 - **Purchase parts as necessary in order to maintain above mentioned standards**
4. Conduct a physical count of inventory at least twice per year
 - **Performance Indicator:** Book value
 - **Performance Standard:** (+ or -) three percent (3%)

Objective #3 – Setup and Maintain Preventive Maintenance

1. Ensure preventive maintenance schedule is followed
 - **Performance Indicator:** Percent of vehicle PMI completed within +/- 10% of the interval indicated below by vehicle type/year (Attachment A, Equipment List).
 - **Performance Standard:** 88-92%

Exhibit 1: Fixed Route PMI Level A, B, C, and D

Exhibit 2: Electronics PMI Level E

Exhibit 3: Cents-a-Bill Farebox PMI Level F *as equipped

Exhibit 4: FastFare Farebox PMI Level F *as equipped

Exhibit 5: A/C PMI

GENERAL MAINTENANCE GUIDELINES

Daily Maintenance

1. Fueling, Cleaning and Repair

This work is generally conducted during evening and night hours. Primary emphasis is on preparing the maximum number of buses for morning service. Examples of these activities are:

- A. Bus is taken to Fuel Island.
- B. Cash vaults are change/emptied.
- C. Fare box probing completed.
- D. Engine coolant level checked.
- E. Fuel added.
- F. Engine oil level checked. (those equipped with a Cummins engine check with engine off, all others engine on)
- G. Transmission fluid level checked
- H. Front and rear tires are bumped for low pressure as part of drivers pre-trip.
- I. Interior cleaned and inspected for graffiti, cut seats, glazing, lights, fire extinguisher, mirrors and body for damage or defects.
- J. During servicing, observations are made of functions, such as air pressure, transmission, brake operation and lights.
- K. All additions of fluids are recorded.
- L. Hubometer/odometer readings are recorded.
- M. All defects observed are reported for correction.
- N. Exterior cleaned daily or as directed.
- O. Buses scheduled for safety/brake checks are inspected, air tanks are drained of condensation.
- P. Buses reported by service personnel for defects are repaired and tested to confirm repair.
- Q. Buses reported by operators during the day for minor defects are routed for repair and tested to confirm repair.
- R. Buses that failed in service, i.e., road calls, are repaired and tested to confirm repair.
- S. Buses are parked in appropriate locations; buses without defects are placed ready for service; buses with defects are placed for repair operations.
- T. All repairs are recorded in Maintenance Information System (MIS).
- U. Repaired buses are parked ready for service.
- V. Buses that cannot be repaired prior to morning pull-out are held out of service for continued repair.

The above are typical of the evening/night activities performed by maintenance personnel. In addition to the routine activities described above, provision must be made for the repair of road calls and pull-

in buses during daytime hours. Care must be taken to ensure work not started or completed is communicated to next shift for completion.

2. Buses that fail in service, also known as a Road Call, must be returned to the garage, diagnosed and repaired or are repaired in the field by mobile mechanics. These repairs must be documented and for the Road Call Report.
3. Operator comments on buses which are returned to the garage during the day as a result of scheduled pull-ins should be checked for defects before the afternoon pull-out time.
4. All accessible features of buses are to be maintained in proper working condition at all times. Any failures of accessible equipment are to be promptly repaired.

Intermediate Maintenance

The PMI program is aimed at performing lubrication and inspections to ensure that the bus is in condition to operate to the next inspection mileage without failure or wear out of components. Examples of actions are as follows:

1. Buses are cleaned after the inspection. This includes interior cleaning, exterior washing, engine and chassis washing.
2. Previous defect reports are reviewed to determine areas for special attention to include body damage.
3. Inspection should include all major systems, such as engine, A/C, windows, transmission, doors, chassis, seating and wheelchair lifts. Typical inspection checklists are included in Exhibits 1, 2 & 3. Exhibits 1-5. These supplemental checklists are in no way intended to supersede or be used in lieu of manufacturers recommended maintenance schedules.
4. Lubrication and change of various fluids may be performed at this time based upon mileage or oil analysis.
5. Maintenance of the FastFare Farebox transfer drive and sensor unit. This must be cleaned utilizing the SPX cleaning card, by an Electronics Technician on a monthly basis. This must be recorded on individual work orders for each bus/farebox.
6. Yearly opacity testing must be performed, documented and WO entered into MIS in compliance with C.A.R.B. regulations.
7. DPF Cleaning as necessary, yet not less than once every 12 months.

Periodic Unit Removal and Replacement

Planned scheduled preventive maintenance should be set up to limit the amount of road failures due to lifetime unit failure. Certain units on the vehicle can be replaced or rebuilt on a periodic schedule.

The purpose is to:

- work load can be planned
- material procurement requirements can be planned. This will enable manufacturers to supply material and reduce costs
- component overhaul costs can be minimized
- inspection and testing of "wear out" components can be reduced
- Some examples can illustrate these purposes:

1. Transmissions (Fixed Route Vehicles)

The transmission assembly and its components shall be removed and disassembled as necessary. This work shall be performed by an outside vendor and the appropriate costs borne by LAVTA if mechanic staff is not trained to perform this task.

2. Engines (Fixed Route Vehicles)

The engine assembly and all its components shall be removed, disassembled and replaced as necessary. This work shall be performed by an outside vendor and the appropriate costs borne by LAVTA.

3. Hybrid Battery (Fixed Route Vehicles)

The hybrid battery assembly and all its components will be removed, disassembled and individual components replaced as necessary. This work shall be performed by an outside vendor and the appropriate costs borne by LAVTA.

ADA Accessible Equipment-Long-Term Maintenance

If a ramp malfunctions, the bus shall immediately be taken out of service, and repaired prior to be putting back into service. The ramp is checked, daily, by the operator prior to going out and is inspected by the Maintenance Department as a part of each Preventative Maintenance Inspection.

Rehabilitation (buses)

Even with a closely controlled maintenance program, the condition of a bus can deteriorate to a point where replacement of a few components is not sufficient to restore reliable service or appearance. Paint, interior and exterior, and floor covering cannot be "touched up" indefinitely. Eventually the bus should be repainted. Many levels of rehabilitation are offered ranging from cosmetic, such as repainting the exterior and interior to complete cosmetic and mechanical rebuilding or replacement. This may include replacement of bulkheads, suspension components, rubber floor covering and wood subflooring, rebuilding of the engine and transmission and rewiring of the electrical system. LAVTA will

perform this type of maintenance on an as-needed basis. The work may be performed in-house or contracted out depending on the complexity and nature of the repairs required.

Maintenance Quality Assurance

Management shall oversee the quality level of services on vehicles and buses after repairs are made on a random basis.

1. Condition of Equipment Available for Revenue Service

The physical condition of the bus after all service and repair operations are completed is an accurate indicator of the service provided to the passenger. Conditions that can be evaluated are:

- A. Interior and exterior cleanliness.
- B. Propulsion system fluid levels, such as engine and transmission fluid and cooling system fluid levels.
- C. Tire pressure and tread depth.
- D. Interior and exterior lights.
- E. Mirrors and windshield wiper.
- F. Door operation.
- G. Compressed air system leaks and leak downtime, brake push rod travel and lining thickness.
- H. Interior and exterior body conditions including windows, floors, seats and body panels.
- I. Accessible equipment

It is important that the result of the QA evaluations be presented to LAVTA in simple, clear quantitative terms. This information can then be analyzed to determine trends, compliance with minimum quality levels and need to revise or institute maintenance procedures or job procedures.

Maintenance Information Systems

A Maintenance Information System (MIS) is essential for scheduling of maintenance activities and for controlling labor and material costs. Another major benefit of MIS is the ability to evaluate the effects of changes in maintenance procedures and policies.

LAVTA uses the Ron Turley Associates (RTA) Program to track maintenance activities, work-orders, parts inventory, etc. The RTA identifies labor and material costs to specific job procedures and maintenance functions. Examples of the level of identification tracked are:

1. Oil change
2. Tune-up
3. Tire maintenance
4. Daily cleaning and servicing
5. Oil usage
6. Fuel usage
7. Collision damage
8. Inspection program
9. Vehicle history reports
10. Re-order reports
11. Warranty tracking
12. Inventory tracking

ALL RECORDS INCLUDING HARD COPIES SHALL BE TREATED AS THE PROPERTY OF LAVTA AND MAY NEVER BE REMOVED OR DESTROYED BY THE CONTRACTOR UNLESS EXPRESS WRITTEN CONSENT IS GIVEN BY LAVTA. IN THE EVENT OF DESTROYED, MISSING, OR FALSIFIED RECORDS, LAVTA WILL PURSUE ANY AND ALL LEGAL REMEDIES AS MAY BE APPROPRIATE.

Inventory Control

It is essential to maintain adequate inventory to ensure that all buses are kept in service. This shall be the responsibility of the maintenance contractor who will establish a minimum/maximum inventory needed and controlled by running a "Reorder Report" ordering parts as needed.

Purchasing

In order to purchase parts at a fair market value and stay within budget, the contractor is recommended to utilize national accounts if possible. These accounts are negotiated on a volume discount price structure by officers at the company's corporate office.

Additionally, when the Maintenance and Operations contractor purchases parts or equipment on behalf of LAVTA on a pass through basis, the contractor shall follow all required purchasing standards as established LAVTA Purchasing Policies and Procedures. LAVTA shall ensure that all LAVTA Purchasing Policies and Procedures are consistent with required FTA Circulars, Best Practices, and regulatory statements.

Use of Manufacturer Maintenance Manuals and Recommendations

Bus and component manufacturers prepare manuals, which recommend maintenance practices and provide specific guidance and instructions for trouble-shooting, removal, overhaul and repair and

replacement of components. The ability to provide this information at the point of needed use, i.e., when the maintenance worker is doing the work, is critical to reliable maintenance. A complete Contractor provided training, initial and refresher, and internal information system to provide and update technical information are a must.

Manufacturer maintenance manuals are an important part of the bus maintenance plan. The manual recommendations should be carefully evaluated to develop the specific maintenance intervals and practices in the bus maintenance plan. If in doubt or no local experience indicates otherwise, follow manufacturer's recommendations.

Maintenance of Fixed Asset Equipment

LAVTA owns several pieces of equipment that are necessary for the daily maintenance activities of the WHEELS system. All fixed assets in the maintenance area shall be maintained according to factory specifications and conditions. Each piece of equipment that has manufacturers recommended maintenance intervals shall be placed into the MIS system, with the corresponding service interval requirements. This shall act as the triggering mechanism to ensure compliance with any preventative maintenance work to ensure that all warranty claims are honored accordingly. Each time that service is performed on a capital fixed asset, the following information must be input into the MIS system:

1. Unit Number (to be the same as the LAVTA Capital Inventory control number)
2. Date
3. Description of the Work Performed
4. Condition of the Equipment Pre and Post Service
5. Number of Technician Hours Required
6. All Parts Used

Maintenance of Contingency Fleet

The agency is going to keep 6 buses from the 2003 fleet for a Contingency Fleet. The exact bus numbers shall be determined at a later date.

This Contingency Fleet shall be maintained as if they were in revenue service with the service intervals based upon time rather than miles where months are equal to miles i.e. 3 months equal 3,000 miles. The PM's shall follow the below form, Exhibit 1, Contractor Fixed Route Preventative Maintenance Inspection Form.

These buses shall be fueled and clean when parked for storage. They shall be started weekly and allowed to warm up, washed quarterly then detailed every six months. In a nutshell, they shall be ready to deploy at a moment's notice.

Exhibit 1

Contractor Fixed Route Preventative Maintenance Inspection Form

PMI INSPECTION					
FOR ALL FIXED ROUTE UNITS					
Including: A:3,000 B: 6,000 C: 12,000 D: 24,000					
DATE	BUS #	MECHANIC SIGNATURE	MILEAGE	ECM Mileage	
1. Steam clean engine compartment and Wheel Chair Lift (B, C, and D services)			Mark Results as		
2. Clear open Driver Vehicle Inspections (DVI)			P (Pass)	F (Fail)	
P	F	INTERIOR	P	F	ENGINE COMPARTMENT
		Check speedometer calibration, ensure that they are set to posted average.			Any visible leakage, identify & repair, clean area as needed
		Entry door operation, seals and timing			Engine oil level & pressure
		Temperature & oil warning devices			Automatic Transmission fluid level & condition
		Check driver instrument Panel			Power steering fluid / hydraulic fluid levels
		Throttle operation			All belts-condition, tension & routing
		Neutral safety system			Coolant level
		Horn and dash lights including indicator lamps			Pressure test coolant system
		Heater (including driver) defroster, fan fans			Fan motor mountings
		Windshield wipers & washer operation & fluid			Air filter condition-per restriction gauge
		Applied / unapplied brake test for air			Rear start engine controls
		Low air warning buzzer			Exhaust system
		Air governor setting - low 90 lbs. ___ high 130 ___			Battery fluid level & mounting
		Interior lights			Check fire detection system detection system
		Windshield & window glass condition			Check hydraulic cooling fan operation
		Window mechanisms and seals			Check battery cable for tightness, rubbing corrosion, & routing around tray
		Interior Body : floor & stanchions			Check charging system in buses (27.8-28.0)
		Seat condition & mounting/ belts			Check charging voltage at each individual battery Front _____ 13.7 Rear _____ 13.9
		Fire extinguisher Date, charge mounting & pin			
		Road warning devices and mounting			
		Emergency exits: operation, warnings & signs			
		Backup alarms			
		Clean air conditioning filter			
		Check AVL handset mounting			
		Check surveillance status lights, report failure light			
		Check Engine and transmission computers for codes. Record below			
UNDER BUS					
					Kingpin & wheel bearing play
					Shock & mounting Front _____ Rear _____
					All air bags-leveling valves & links
					Starter mounting & connections
					Check ground straps

EXTERIOR		
		All exterior lights & signals
		Mirror condition and mounting
		Record body damage (Be specific please)
		Paint, Lettering and appearance
		Check axle flanges and oil hub-wheel seals
		Tire sidewall condition, cracked wheels, valve stems and matching caps
		Tread depth LF ___/32, RF ___/32 LRO ___/32, LRI ___/32, RRO ___/32, RRI ___/32
		Tire inflation (record & inflate as needed) Front _____, _____ Psi Rear _____, _____ Psi

AIR CONDITIONING		
		Check duct temperatures @
		Front _____ Center _____ Rear _____

		Check engine & Transmission mounts
		Output shaft play
		Drive shaft, guards, u-joints
		Body hold-downs and insulator
		Wiring along frame check condition & secure
		Differential-check for leaks & fluid level
		Pinion play
		Breather vent
		Radius Rod mounting
		Lubricate chassis & engine Compartment
		Check drag link, tie rods, idler arm

Comments		

BRAKES SECTION		
P	F	
		Check for visible / audible leaks
		Measure stroke of slack adjusters
		LF ___ RF ___ LR ___ RR ___
		Check air tanks and lines
		Visually inspect linings, drums, and spiders
		Adjust all brakes, wheels off ground if needed
		Check parking and emergency brake system
		Drain all air tanks until free of moisture, note
		any tanks with oil in system
		Check operation of brake interlock system
		Measure thickness of brake blocks. Please
		Indicate below.

WHEEL CHAIR RAMP SYSTEM		
		Clean lift tracks & lube chain "A", "B", "C", "D" PM's
		Lubricate the platform
		Check for stress, cracks, mounting, alignment

"B" PM 6,000 MILES		
P	F	
		ADD THESE ITEMS TO PROCEEDING CHECKLIST
		Take engine oil sample
		Change engine oil & spin on filter
		"C" PM 12,000 MILES
		ADD THESE ITEMS TO THOSE REQUIRED FOR "B" PM
		Check lube in front wheel bearings
		Change fuel filters
		Disassemble & Clean Spinner Filter
		"D" PM 24,000 MILES
		ADD THESE ITEMS TO THOSE REQUIRED FOR "C" PM
		Change air cleaner
		Change power steering fluid and filter
		Change coolant filter / inhibitor
		Check, drain and refill differential
		Replace wheelchair lift filter
		Change transmission fluid & filter

	All covers, instructions & warnings in place
	Check W/C fluid level & reservoir level
	Check lift doesn't operate with door closed
	Check platform clearance with doors
	Check interlock is on when lift is powered up
	Check doors won't close lift when deployed
	Check Ramp operates smooth in all phases
	Check platform floor is level w / no gaps
	Check for safety edges proper operation
	Check proper function of lights & controls
	Check all hydraulic lines for leaks & cracks
	Check for pump handle
	Check all w/c handrails are secure
	Check all Q-strains &/ e-track bolts tight
	Check Q-Pods for proper operation
	Check jump seats & wheel chair clamps
	Check tie downs are in compartment

	Change air drier cartridge
Comments	

Exhibit 2

Contractor Electronics Preventative Maintenance Inspection Form

E PM INSPECTION ELECTRONICS				
Every 6 months				
DATE	BUS #	<u>MECHANIC SIGNATURE</u>	MILEAGE	EEProm Version# /
				IVLU s# /
RNET ADD	Mobile IP	DVR Penta 8	DVR MV111	Radio #
		O Pulses /	MV7001 S # /	/SYST Version#
P	F	AVL		
		With Battery Power OFF Clean MDT & Alarm Components & cycle a few times		
		Check AVL thru MDT Maintenance Screen for program spec's , Discrete & interface functions & Status		
		Check handset Functions, Mounting , PA , Clean hand set & , Clean & adjust Switch connections		
		Check wiring, harness interface & connections WLAN & GPS Strain Relief / Repair as necessary		
		Check mounting of the antenna & connections inside & outside		
		Check IVLU Equipment Mounting Cabinets and Clean ,Lube, Secure & Adjust		
		Clean adjust & tighten MDT & Check Balanced cable strain relief covering & Def filter condition		
		Resetting Radio / Changed on 9-2016 to 25 counts / Check if it occurs to much at start & covert test		
		Check Radio (Data 1 LAVTA FXTD) & (Zone 1) & Other Configurations & Lock keys		
		Check that one Line sign is loading & Programing uploaded correctly / Fixed Route Buses Only		
		Align & drill drain holes in emergency switches & check connections		
		Check & Repair any bad access screws in related dash & side console panels		
		Check & Lubricate Door locks, Tray Slides & Lock tabs in hotel / Adjust the Hotel door fit		
		Test alarm panic button & Mic functions through Display - Double click EMG / Single click SEND		
		Check Elect panels for lose mounting, Wire chaff, lose Conn, and failed Air Press Regulator		
AVL SYSTEM COMMENTS				

P	F	CAMERAS
		Status light functions & Note any issues
		Install test box: Laptop on newer fleet: Check Camera Positions, Labeling, Cond, Video & Audio quality
		Clean & Check DVR Last service date & Log file History & Time date & Sink & Check Video Quality / Older
		Check 16/1700s NVR & POE Mounting & Connections & NVR Strain Relief Adjust if necessary / BB Mount
		Check DVR Display menu Old & New
		Check & Service Harness and Connection in the Hotel & DVR units
		Clean filter & Back Box of dust & Debris Older Fleet & / Dust & Fan functions Newer NVR 16/1700s Fleet
		Check Wiring in Overhead Compartment for Strain, Hardware Mounting, or Component failure
		Check inside housing Condition, Mounting, Camera Adjust , Clean glass & Housings of debris , IR Emitters
		Check outside housing Condition, Mounting, Camera Adjust , Clean Glass water spots & debris
		Align & drill drain holes in emergency switches
		Check Firmware Version on Mobile View & Update from 145 A to the newer version 4.2.47
		Check program in the back box for that vehicle & Program if necessary on MV 111 F 4 / S 5 / T15
		Check Rear View Camera ALL & Base plate secured with nuts and star washers 1600s / 1700s
		Check M-View 7K Maintenance screens through NVR: & Depot Manager: / Diagnostics & Cam Checks
CAMERA SYSTEM COMMENTS		
P	F	APC
		Check APC thru the MDT & Pass & Fail Screens Min of 4 Entrees & 4 Departures
		Check Hardware Condition Mounting & Harness on Sensors & Clean & Inspect eyes
		Install Laptop & Check curtains screens & Adjust if Necessary

		Clean & Check Conn at analyzer & J1708 terminal junction block & connections
APC SYSTEM COMMENTS		
P	F	CLIPER
		Check Mounting of Hotel equipment &
		Maintenance Test / Full Boot - Logoff - F1 for list add 0 for auto start system test
		Separate Clippers harness from AVL & Camera Systems that move or have to be serviced
		Check Mounting of dash equipment

Exhibit 3

Contractor Cents-a-Bill Farebox Preventative Maintenance Inspection Form

PMI INSPECTION Cents-a-Bill

FOR ALL FIXED ROUTE UNITS

Every 6 months

DATE	BUS #	MECHANIC SIGNATURE	TOP #	BOTTOM #	
				Mark Results as	
				P (Pass)	F (Fail)
P	F	REMOVE & LIST SUB-ASSEMB.			
		Logic Board			
		Coin Mechanism			
		Bill Transport			
		Driver Display			
		Coin Escrow			
		Key Pad			
		Electronic Lock			
		Cash Box			
P	F	CASH BOX			
		Clean, Lube, Inspect			
P	F	BOTTOM HALF			
		Clean, Lube, Inspect			
		Service Lock Bar & Electronic Lock			
P	F	TOP HALF			
		Clean, Lube, Inspect			
		Service Coin By Pass Linkage			
		Assemble Top & Bottom			
P	F	DISASSEMBLE, CLEAN, INSPECT, PERAIR & TEST SUB-ASSEMB.			
		Coin Mechanism			
		Bill Transport			
		Driver Display			
		Coin Escrow			
		Key Pad			
		Electronic Lock			
		Logic Board			
		RE-ASSEMBLE & TEST			

COMMENTS

Exhibit 4

Contractor FastFare Farebox Preventative Maintenance Inspection Form

PMI INSPECTION FastFare Farebox FOR ALL FIXED ROUTE UNITS Including A: every 6 months // B: every 12 months				
DATE	BUS #	MECHANIC SIGNATURE	TOP #	BOTTOM #
			Mark Results as	
			P (Pass)	F (Fail)
P	F	A-B PM FARE BOX		
		Cash Box and Lamp		
		OCU		
		Passenger Display		
		Coin Validator		
		Bill Validator		
		Bill Transport		
		Fare Box Exterior		
P	F	A-B PM Trim Unit		
		Trim #		
		Drive Belt		
		Feed Roller (yellow)		
		Rubber black Rollers		
		Clean, inspect and repair Conveyor board as necessary		
		Clean Trim using cleaning card		
		Stock Cassette		
P	F	B PM BOTTOM HALF		
		Clean, Lube, Inspect		
		Service Lock Bar & Electronic Lock		
P	F	B PM TOP HALF		
		Clean, Lube, Inspect		
		Service Coin By Pass Linkage		
		Assemble Top & Bottom		
P	F	B PM DISASSEMBLE, CLEAN, INSPECT, RERAIR & TEST SUB-ASSEMB.		
		Coin Validator		
		Bill Transport		
		Driver OCU		

		Bill Validator
		Control Board
		Electronic Lock
		Fare Box Exterior
		RE-ASSEMBLE & TEST
		COMMENTS

Exhibit 5

**Contractor A/C Preventative Maintenance Inspection
A/C Preventive Maintenance Inspection Checklist**

Bus #: _____ W/O#: _____ Technician: _____

Date Due: _____ Mileage Completed: _____ Last Inspection Date: _____

Inspection Item	Check	Remarks/Required Action
Remove belt guard and return-air grill		
Check for visible leaks		
Wash compressor, evaporator, and condenser		
Check evaporator & condenser drains are clear and working properly		
Check evaporator motor brushes		Replaced _____
Check commutator and refinish. If uneven or black, replace motor		Replaced _____
Check condenser motor brushes		Replaced _____
Check commutator and refinish. If uneven or black, replace motor		Replaced _____
Check rotation of above motors and speed		
Check water control valve-solenoid and diaphragm		
Check defroster control cables and Filter		
Run defroster with water valve in 'OFF' position to see if water is bypassing Hi idle mode		
Check For Codes		

Check Sensor Cal.		
Check driver's booster blower		
Install gauges---check pressures after running at least 30-45 minutes		High side_____ Low side_____
Check low pressure cut-out switch		
Inspection Item	Check	Remarks/Required Action
Check drier and change as necessary. (Change at least once a year). Check both ends for same temperature---replace if temperature differential is noted		Replaced_____
Check clutch bearing for noise---grease bearing		
Run unit at high idle---check refrigerant level		
Check oil level and color---change if necessary		BLACK: Indicates carbonization caused by air in the system BROWN: Indicates copper plating caused by moisture in the system GRAY or METALLIC: Indicates bearing wear or piston scoring
Inspect belt and tension properly		
Check marine pump for proper operation.		
Inspect & Clean filter		
Clean control panel		
Visually inspect unit's outer areas for loose, damaged, or broken parts. Make repairs		Specify defect:
Visually check condition of engine coolant hoses and clamps on heater coil system		
Tighten all compressor, unit, and fan motor mounting bolts and brackets (more frequently if necessary)		
Check condenser air seals and air deflector (if applicable)		

NEW FLYER, 2000 & 2002 GILLIG ONLY		
Lubricate evaporator fan shaft bearings		
Visually check evaporator blower shaft coupling adjustment and alignment		
Check idler bearing		
Inspection Item	Check	Remarks/Required Action
Remove clutch armature and check mating surfaces for flatness and signs of excessive wear (minor grooves and galling of metal are normal). Remove any foreign material before installing. Torque retaining screw to 45 ft-lbs (310 kPa)		Replaced or machined _____
Remove clutch front seal and check condition of grease. Replace seal and lubricate as required. Clean and re-pack bearing every two years		Grease OK _____ Replaced seal _____ Lubricated bearing _____ Re-packed bearing _____
Check horizontal pulley/flywheel run out (side play) with dial indicator. Maximum acceptance is .010 in. (0.254 mm)		Run out _____ in.
Check clutch air-gap for .045 in. (+/- .005) Check engine coolant for anti-freeze protection down to -30°F (-34°C) to prevent heater coil freeze up		Air-gap OK _____ Anti-freeze protection _____ F

SPECIFICATIONS

ITEM	R-22	R-134a & R-407c
Compressor Oil	TK 67-404	TK 203-413
Compressor Clutch Bearing Grease	TK 204-476	Same

Evaporator Fan shaft Bearing	260 Perma Poly EP	Same
Condenser Fan Current Draw (low/high)	21 / 32 amps	Same
Evaporator Fan Current Draw (low/high)	19 / 48 amps	Same
Condenser Motor RPM (low/high)	1300/1500	1600 / 1800
Evaporator Motor RPM (low/high)	1530/1760	1250 / 1600

SUBMITTED BY:									MGR. APPROVAL:			

Attachment B
Current Vehicle Equipment List – August 2017

<i>Mode</i>	<i>Vehicle Numbers</i>	<i># of Veh</i>	<i>Year</i>	<i>Make</i>	<i>Model</i>	<i>Size</i>	<i>PMI Interval</i>	<i>Estimated MPG</i>	<i>Status</i>
Revenue Fleet									
Fixed Route	0701-2	2	2007	Gillig	Hybrid Low Floor	29 Foot	3000 mi	5.5 mpg	In Service
BRT	0901-2	2	2009	Gillig	Hybrid Low Floor	29 Foot	3000 mi	5.5 mpg	In Service
BRT	0903-14	12	2009	Gillig	Hybrid Low Floor	40 Foot	3000 mi	5.5 mpg	In Service
Fixed Route	1101-02	2	2011	Gillig	Hybrid Low Floor	29 Foot	3000 mi	5.5 mpg	In Service
BRT	1103-04	2	2011	Gillig	Hybrid Low Floor	29 Foot	3000 mi	5.5 mpg	In Service
BRT	1601-7	7	2016	Gillig	Hybrid Low Floor	35 Foot	3000 mi	5.5 mpg	In Service
Fixed Route	1608-10	3	2016	Gillig	Hybrid Low Floor	35 Foot	3000 mi	5.5 mpg	In Service
Fixed Route	1611-14	4	2016	Gillig	Hybrid Low Floor	40 Foot	3000 mi	5.5 mpg	In Service
Express	1615-20	5	2016	Gillig	Hybrid Low Floor	40 Foot	3000 mi	5.5 mpg	In Service
Fixed Route	1701-10	10	2017	Gillig	Hybrid Low Floor	40 Foot	3000 mi	5.5 mpg	In Service
Express	1711	1	2017	Gillig	Hybrid Low Floor	40 Foot	3000 mi	5.5 mpg	In Service
Fixed Route	1712-20	9	2017	Gillig	Hybrid Low Floor	29 Foot	3000 mi	5.5 mpg	In Service

<i>Division</i>	<i>Vehicle Numbers</i>	<i># of Veh.</i>	<i>Year</i>	<i>Make</i>	<i>Model</i>
Non-Revenue Fleet					
Admin	6300	1	1999	Dodge	Ram Van
Admin	6306	1	2008	Chrysler	Town & Country Van
O&M	6403	1	2003	Ford	Truck
O&M	6404-05	2	2008	Chrysler	Town & Country Van
O&M	6406	1	2008	Chevy	Uplander
O&M	6408	1	2008	Chevy	3500 HD
Admin	6420	1	2005	Toyota	Prius
O&M	6407	1	2007	Honda	Civic Hybrid
O&M	6409	1	2014	Ram	1500

Attachment C

Manufacturer	Model	Description	# of veh
Hanover		Destination Signs	40
TwinVision		Destination Signs	20
UTC	MV-3	Video Surveillance system	16
UTC	Penta	Video Surveillance system	4
UTC	MV7001	Video Surveillance system	40
SPX	Cents-A-Bill	Fare box	20
SPX	FastFare	Fare box	40
Cubic	Clipper	Fare collection system	60
Trapeze	IVLU	AVL Equipment	16
Trapeze	VE-IVLU	AVL Equipment	4
Trapeze	VI-IVLU	AVL Equipment	40
SinglePoint	MaxTransit	Wi-Fi system	30
Gillig-OEM		120V Invertor & USB Charging	13
Opticom		TSP Emitters	60
Q'Straint	Q-Pod	Wheel Chair Securement Station	31
Q'Straint	QRT Standard	Wheel Chair Securement System	29

*This is the electronic equipment (other than OEM) included on LAVTA's current fleet. As the fleet is retired and replaced this equipment will be replaced with the latest technology available. Prospective bidder is expected to take that into account and budget for these future upgrades. Mid contract requests for additional funds due to bidder's inability to properly budget for these upgrades will not be considered.

Exhibit D

LAVTA Customer Relations Policy

Exhibit D

LAVTA Customer Relations Program

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY CUSTOMER RELATIONS POLICY

I. INTRODUCTION

Good customer relations are key to the future success of the Wheels system. Our customers include, but are not limited to, passengers, motorists, co-workers and other members of the public with whom we come into contact.

Good customer relations are important for several reasons. Good customer relations:

1. Encourages customers to continue to use our services that results in increased ridership and revenue;
2. Creates a favorable impression of the system and it's employees;
3. Builds community support for public transportation; and
4. Reduces employee stress by applying strategies that assist in handling challenging situations with greater ease

The Wheels Customer Relations Policy does not advocate that the customer is always right. Occasionally customers may engage in provocative or undesirable behavior, but the professional Wheels employee consistently responds in a skilled and thoughtful manner to avoid making a bad situation worse.

The Wheels Customer Relations Policy, therefore, establishes a standard for customer relations for any employee representing the Wheels system and includes both frontline staff (bus operators, customer service representatives, road supervisors) and other administrative support personnel. The policy provides a working definition of the Professional Wheels Employee, a Preventable Customer Relations Incident and a Severe Customer Relations Violation.

Moreover, the policy provides guidelines to help employees deliver a high quality product to customers in a consistent, courteous and professional manner, which honors the customer/service provider relationship and creates goodwill for the system.

Department Managers shall counsel employees who choose to engage in behavior that does not comply with the Wheels customer service policy.

II. THE PROFESSIONAL WHEELS EMPLOYEE

Wheels employees are Professionals who:

1. Make eye contact and speak courteously with customers (respectful language and tone of voice);
2. Display appropriate body language at all times;
3. Politely answer customer questions and keep passengers informed;
4. Politely enforce Authority policies;
5. Give customers the benefit of the doubt when appropriate.

For Bus Operators this definition includes:

1. Making eye contact, smiling and greeting each passenger as they board the bus;
2. Displaying appropriate body language at all times;
3. Speaking courteously and professionally to all customers;
4. Politely, and correctly answering all customer questions, even if this requires that you seek assistance from a supervisor or dispatcher;
5. Waiting for customers attempting to catch a Wheels bus, especially from a late-arriving BART or ACE train;
6. Politely enforcing Authority policies with emphasis on the positive aspects of each policy;
7. Operating all vehicles in a safe manner that respects the rights of other motorists and pedestrians; and
8. Giving all customers the benefit of doubt when appropriate.

III. PREVENTABLE CUSTOMER RELATIONS INCIDENT

A Customer Relations Incident may be deemed Preventable if any employee representing the Wheels system fails to act in a reasonably expected manner to prevent it. In judging whether the employee's actions were reasonable, one seeks to determine whether the employee acted professionally and exercised patience, forbearance, and self-control under all conditions. The judgment of what is reasonable is based on this adopted definition, thus establishing a goal for the customer relations program.

This definition focuses on the *actions of the employee*. It is the commonly used definition in evaluating employee performance.

The concept of a Preventable Customer Relations Incident is a management tool which achieves the following goals:

1. It helps establish a customer relations standard for any employee representing the Wheels system;
2. It provides a criterion for evaluating individual employees;
3. It provides an objective for incident investigations and evaluations;

4. It provides a means for evaluating the performance of individual employees;
5. It provides a means for monitoring the effectiveness of any customer service program;
6. It assists in dealing with employee infractions;
7. It assists in the implementation of employee recognition programs.

IV. SEVERE CUSTOMER RELATIONS VIOLATION

A customer relations violation may be deemed severe if any employee representing the Wheels system directs threats, profanity, derogatory, abusive, or embarrassing comments towards a customer, regardless of the customer's behavior. LAVTA reserves the right to restrict any individual from operating LAVTA-owned property.

Exhibit E

Descriptions of Key Personnel Positions

Exhibit E

Key Positions Roles and Responsibilities

LAVTA considers it imperative that Contractor staff remain abreast of current trends and developments with regard to the ever-changing world of public transit service delivery, and transit vehicle technology. LAVTA strongly encourages Contractor to provide professional development for all positions discussed in this section.

A. Operations Management Staff Requirements

Contractor shall staff management positions in accordance with the following:

General Manager

Contractor shall designate and provide the services of a full-time General Manager, subject to the approval of LAVTA. The General Manager must have a minimum of five years experience in transportation operations or a similar industry, including at least three years supervisory experience with operators or employees of a similar industry. A bachelor's degree in a related field from a four-year college may be substituted for two years of transportation experience and for one year of supervisory experience.

The office of the General Manager shall be physically located at the LAVTA operations facility and this individual will be expected to remain at the facility or otherwise within the service area, and shall perform no other work, thus solely working on this contract. The principle function of the General Manager will be to oversee employees of Contractor and monitor operational activities associated with this Scope-of-Work. The General Manager will regularly advise LAVTA's Executive Director in advance of times during which the individual will be unavailable due to sickness or vacation. An acting General Manager (generally the Operations Manager) will be designated by the Contractor during the absence of the General Manager due to sickness or vacation. The General Manager will, through the Contractor, be responsible to LAVTA for the safe and reliable provision of fixed route, Rapid, and Express Bus services referenced in this Scope-of-Work. The General Manager will be expected to directly supervise the daily activities of all drivers, dispatchers, call takers, supervisors, and subordinate managers as well as oversee the development and implementation of standard operation procedures approved by LAVTA and other personnel necessary to support system operations.

Contractor shall assure LAVTA that the General Manager designated for this project will not be replaced without the written consent of LAVTA. Should the services of the General Manager become no longer available to Contractor, the resume and qualification of the proposed replacement shall be submitted to LAVTA for approval as soon as possible, but in no event, no later than five (5) working days prior to the departure of the incumbent General Manager, unless

Contractor is not provided with such notice by the departing employee. LAVTA shall have up to ten (10) working days following receipt of candidate qualifications to respond to Contractor concerning acceptance of the candidate for replacement General Manager. The candidate(s) for replacement will be orally interviewed by LAVTA.

If an acceptable replacement is not found within ten (10) days after the General Manager has departed, Contractor shall assign a senior management official, or other supervisor approved by LAVTA to serve as interim General Manager until a suitable permanent replacement is found. LAVTA retains the right of prior approval over each candidate. Contractor shall undertake all reasonable efforts in good faith to maintain quality and continuity in its selection of the General Manager.

The General Manager will work cooperatively with LAVTA's Executive Director in matters of assuring service quality, providing operation data as described in this Scope-of-Work, responding to comments from bus passengers and the general public, and responding to specific requests for other assistance as the need arises.

Operations Manager

The office of the Operations Manager will also be physically located at LAVTA's operations facility and this individual will be expected to remain at the facility or otherwise within the service area, and shall perform no other work, thus solely work on this Contract. The principal function of the Operations Manager will be to assist the General Manager in the oversight of employees of Contractor and monitor operational activities associated with this Scope-of-Work. The Operations Manager will report to the General Manager. The Operations Manager will assume the duties of the General Manager at times the General Manager is unavailable due to illness or vacation

Contractor shall assure LAVTA that the Operations Manager designated for this project will not be replaced without the written consent of LAVTA. Should the services of the Operations Manager become no longer available to Contractor, the resume and qualification of the proposed replacement shall be submitted to LAVTA for approval as soon as possible, but in no event, no later than five (5) working days prior to the departure of the incumbent Operations Manager, unless Contractor is not provided with such notice by the departing employee. LAVTA shall have up to ten (10) working days following receipt of candidate's qualifications to respond to Contractor concerning acceptance of the candidate for replacement Operations Manager. The candidate(s) for replacement will be orally interviewed by LAVTA.

If an acceptable replacement is not found within ten (10) days after the Operations Manager has departed, Contractor shall assign a senior management official, or other supervisor approved by LAVTA to serve as

interim Operations Manager until a suitable permanent replacement is found. LAVTA retains the right of prior approval over each candidate. Contractor shall undertake all reasonable efforts in good faith to maintain quality and continuity in its selection of the Operations Manager.

Safety and Training Manager

The office of the Safety and Training Manager will also be physically located at LAVTA's operations facility and this individual will be expected to remain at the facility or otherwise within the service area, and shall solely work on this Contract. The principle function of the Safety and Training Manager will be to develop and manage the necessary training functions and mitigations for compliance matters required for successful operations of the system. The Safety and Training Manager will also be responsible for ensuring compliance with all applicable California Highway Patrol and OSHA requirements.

Contractor shall ensure that all Training personnel receive Customer Service Training in accordance with the goals and objectives detailed in Exhibit F "Customer Service Training for the Transit Professional." All persons in named management positions are expected to be fully proficient in computer applications and effective written and oral communications.

B. Maintenance Management Staff Requirements

Contractor shall staff management positions in accordance with the following:

Maintenance Manager

Contractor shall provide the services of a capable Maintenance Manager, subject to the approval of LAVTA.

The Maintenance Manager must have a minimum of five (5) years of experience in progressively responsible positions of a relevant nature. The Maintenance Manager must have experience with large and small bus diesel engines, air conditioning systems, intelligent technology applications, and wheelchair lifts. Technical expertise is considered as important as administrative capability in the Maintenance Manager; however, the manager must have some demonstrated ability to direct the work of other maintenance personnel, and to work directly with LAVTA.

The Maintenance Manager shall receive formal training at the sole expense of Contractor in maintenance and repair of the types of vehicles used in fixed route, Rapid, and Express services, including wheelchair ramps, immediately upon assignment of the position. Contractor shall define the relationship between the General Manager, Operations Manager, and the Maintenance Manager.

The Maintenance Manager shall be directly responsible for maintaining the fleet as described in this Scope-of-Work and for monitoring the performance of all work to ensure that all specifications are met. The Maintenance Manager also oversees all facilities and bus-stop related maintenance for the Contractor.

Contractor shall assure LAVTA that the Maintenance Manager designated for this project will not be replaced without the written consent of LAVTA. Should the services of the Maintenance Manager become no longer available to Contractor, the resume and qualifications of the proposed replacement shall be submitted to LAVTA for approval as soon as possible, but in no event, no later than five (5) working days prior to the departure of the incumbent Maintenance Manager, unless Contractor is not provided with such notice by the departing employee. LAVTA shall have up to ten (10) working days following receipt of these qualifications to respond to Contractor concerning acceptance of the candidate for replacement Maintenance Manager. The proposed replacement candidates will be interviewed by LAVTA.

If an acceptable replacement is not found with ten (10) days, Contractor shall assign a senior management official or other supervisory employee acceptable to LAVTA to serve as interim Maintenance Manager on a full-time basis until a suitable permanent replacement is found. LAVTA retains the right of prior approval over each candidate. Contractor shall undertake all reasonable efforts in good faith to maintain quality and continuity in its selection of the Maintenance Manager.

The Maintenance Manager will work cooperatively with LAVTA to assure service quality, and provide maintenance data as described in this Scope-of-Work.

Exhibit F

Customer Service Training for the Transit Professional

EXHIBIT F

CUSTOMER SERVICE TRAINING FOR THE PUBLIC TRANSIT PROFESSIONAL

DISPATCH PERSONNEL

OBJECTIVE

Design a methodical, thought-provoking and interactive program to teach basic customer service skills that Dispatchers will easily remember and be able to use while representing the Wheels organization.

Program to utilize a variety of teaching techniques:

- Videos of customer service situations, performed in varying degrees of effectiveness and success
- Group exercises and discussions designed to help the participants explore the meaning of customer service and the effect it has on the customer, the transit agency and the industry
- Interactive team simulations
- Multimedia presentations, and
- Workbooks for future reference

PROGRAM GOALS

- Learn basic telephone communication skills
- Mastering telephone equipment
- Understand the importance of verbal and non-verbal communication attributes (tone of voice, rate of speech and body language, etc.)
- Learn general instruction for providing service to the public
- Learn tips for reducing stress levels to meet the challenge of the position
- Learn how to handle difficult and challenging situations
- Receive an overview of the Agency's Customer Service software
- Receive a final quiz to evaluate mastery of new skills

Participants should work toward: (1) exploring the actual meaning of "customer service", (2) understanding why good customer service is so imperative in public transit, (3) learning to identify with the transit customer and his/her experience, (4) Understanding the needs of our customers with disabilities, (5) Identifying the obstacles operators face when delivering service, (6) evaluating customer service scenarios to determine how best to improve them, and (7) simulating successful customer service situations.

Dispatchers must have a firm understanding of the (1) LAVTA/contractor relationship, (2) LAVTA organization as a community service, (3) Wheels service area and service offerings, (4) Wheels routes and schedules, (5) Wheels fare media (6) general awareness of other local and regional transit service offerings and (7) emergency procedures.

Upon completion of training period, Dispatchers must be able to perform the following customer service functions:

- Refer customers to printed timetables, maps and other information
- Provide customers with contact information to other local and regional transit services
- Respond to walk-in customer requests regarding Lost and Found information.
- Attend to, and when possible, resolve complaints from walk-in customers, and log customer complaints into the Agency's Customer Service software for follow up by the appropriate department manager

CUSTOMER SERVICE TRAINING FOR THE PUBLIC TRANSIT PROFESSIONAL

BUS OPERATOR

OBJECTIVE

Design a methodical, thought-provoking and interactive program to teach basic customer service skills that Bus Operators can easily remember and be able to use out on the streets while representing the Wheels organization.

Program to utilize a variety of teaching techniques:

- Videos of customer service situations, performed in varying degrees of effectiveness and success
- Group exercises and discussions designed to help the participants explore the meaning of customer service and the effect it has on the customer, the transit agency and the industry
- Interactive team simulations
- Multimedia presentations, and
- Workbooks for future reference

PROGRAM GOALS

Participants should work towards, (1) exploring the actual meaning of “customer service”, (2) understanding why good customer service is so imperative in public transit, (3) learning to identify with the transit customer and his/her experience, (4) learning the operator’s role in customer service, (5) understanding the needs of customers with disabilities, (6) identifying the obstacles operators face when delivering service, (7) evaluating customer service scenarios to determine how best to improve them, (8) simulating successful customer service situations and (9) learning basic tools and techniques to be used out on the streets.

Bus Operators must have a firm understanding of the (1) LAVTA/contractor relationship, (2) LAVTA organization as a community service, (3) Wheels service area and service offerings, (4) Wheels routes and schedules, (5) Wheels fare media (6) general awareness of other local and regional transit service offerings and (7) emergency procedures.

Upon completion of training period, Bus Operators must be able to perform the following functions:

- Communicate positively and solve problems in an outcome oriented way
- Understand why Agency policies should be followed and how to make good decisions to exceptions
- Manage operational realities such as time pressures
- Establish appropriate, professional boundaries with customers
- Avoid and curtail emotional escalation, power wars and other unsafe behavior
- Know how and when to seek assistance
- Interact with supervisors and co-workers in a mature and positive way

CUSTOMER SERVICE TRAINING FOR THE PUBLIC TRANSIT PROFESSIONAL

TRAINING INSTRUCTOR

OBJECTIVE

Design a methodical, thought-provoking and interactive program to teach basic customer service skills that the Training Instructor(s) can easily teach to Bus Operators and Paratransit Operators for use out on the streets while representing the Wheels organization.

Program to utilize a variety of teaching techniques:

- Videos of customer service situations, performed in varying degrees of effectiveness and success
- Group exercises and discussions designed to help the participants explore the meaning of customer service and the effect it has on the customer, the transit agency and the industry
- Interactive team simulations
- Multimedia presentations, and
- Workbooks for future reference

PROGRAM GOALS

Participants should work towards, (1) exploring the actual meaning of “customer service”, (2) understanding why good customer service is so imperative in public transit, (3) learning to identify with the transit customer and his/her experience, (4) learning the operator’s role in customer service, (5) understanding the needs of customers with disabilities, (6) identifying the obstacles operators face when delivering service, (7) evaluating customer service scenarios to determine how best to improve them, (8) simulating successful customer service situations and (9) learning basic tools and techniques to be used out on the streets.

The Training Instructor must have a firm understanding of the (1) LAVTA/contractor relationship, (2) LAVTA organization as a community service, (3) Wheels service area and service offerings, (4) familiarity with Wheels routes and schedules, (5) Wheels fare media (6) general awareness of other local and regional transit service offerings and (7) emergency procedures.

Upon completion of training period, the Training Instructor(s) must be able to perform the following functions:

- Teach the basic principles of good customer service and interpersonal communication skills
- Utilize a variety of techniques to teach classroom participants how to communicate positively and solve problems in an outcome oriented way
- Explain why policies should be followed and how to make good decisions about exceptions
- Teach how to manage operational realities such as time pressures

- Teach how to establish appropriate, professional boundaries with customers and why
- Teach classroom participants how to avoid and curtail emotional escalation, power wars and other unsafe behavior
- Explain how and when to seek assistance

Exhibit G

Operator Requirements and Training Program

Exhibit G

Operator Requirements and Training Program

Prior to Proposer starting revenue service, training shall be given to each of the Proposer's employees. Training must be performed by a certified Operator trainer. Bus Operators must meet minimum qualifications outlined below.

Certified Operator Trainer

Certified Operator Trainer must have either a State of California Department of Education Instructor's Certificate or a Department of Transportation Instructor's Certificate.

Operator/Operator's Licenses

Operators and Operators must have Department of Motor Vehicles Class B Operators' licenses with passenger endorsements current medical certificate (DL-51), and hold a current Verification of Transit Training (VTT) certificate.

Pull Notice Program

All persons operating LAVTA equipment shall be on the DMV Pull Notice Program. Any "Notice of Action" on a Operator's record shall be reviewed by the certified Operator trainer. Review of operators' commercial license records is mandatory.

New Bus Operator/Operator Training For Commercial Class B License

Those bus Operators without prior transit coach or charter coach driving must complete a training program that results in qualifying for a Class B Commercial License and training verification.

All State of California, California Highway Patrol, Department of Motor Vehicles, and Department of Transportation requirements shall be included in the New Bus Operator training program.

No prospective or present employee of Proposer who tests positive on the drug/alcohol screening test shall be assigned to LAVTA bus service.

Training for Existing Class B Certified Operator/Operators

Operators with an existing Class B certified license that have at least three months experience with transit coaches shall have minimum of sixteen (16) hours of training on the specific vehicles used in all of LAVTA's services. Those Operators without at least three months transit coach experience should have at least forty (40) hours of behind the wheel training on the specific vehicles in LAVTA service. Minimum training hours required shall be in non-revenue service.

Supplemental Training for All Operators

- All Operators, regardless of prior experience, must be given route specific training. At least sixteen (16) hours of actual driving for each route must be included.
- A minimum of four (4) hours of classroom instruction on the following: vehicle code, radio procedures, accident procedures, Operator vehicle and schedule assignments, and employee rules and regulations.
- A minimum of four (4) hours of classroom instruction of the following: fares, monthly pass sales, transfer use and procedures, regional transit information and other pertinent customer operating procedures. Operators shall obtain through training a good working knowledge of the regional public transit system. Operators shall be informed on an ongoing basis of transit service changes.
- A minimum of four (4) hours of classroom instruction of the following: customer courtesy and safety procedures and techniques for handling customer complaints and handling of Operator-passenger confrontations and sensitivity training.
- A one (1) hour plus orientation to LAVTA policies and requirements for operating performance including completed trips, on-time performance, and liquidated damages/performance bonuses.
- All Operators must receive and pass the eight hour minimum National Safety Council Defensive Driving Courses or equivalent.
- An additional eight hours of training shall be devoted to the operations of lift equipment and sensitive and courteous treatment of persons with disabilities. The lift training shall include instruction on the operation of lifts and securements, experience boarding and alighting individuals in wheelchairs under various conditions and empathy training to help operators gain insight into the special needs and specific obstacles persons with disabilities may encounter using public transportation. Note that all Operators, fixed route, Dial-A-Ride, and Demand Area Responsive Transit, undergo this training.
- Red Cross First Aid Training is an option which may be completed within fifteen (15) days after start of Operator's service.

Operators' Rules and Regulations

Uniforms/Appearance. Uniforms must be worn at all times when on duty.

Proposer shall provide and maintain clean, identical uniforms for all Operators and shall enforce dress and appearance requirements, also subject to approval of LAVTA. At a minimum, dress requirements shall include:

- Clean, identical (currently blue and white striped) shirts for all Operators.
- Clean, identical, dark solid color jackets or sweaters for all Operators for use during cold or rainy weather.
- Clean, identical, professionally made identification tags, including Wheels logo and Operator name.
- Wheels patch on the right sleeve of the shirt and jackets.
- Clean, dark solid color full-length pants/trousers, clean, dark, matching socks and clean, dark solid shoes for all male Operators.

- Clean, dark solid color full-length pants/trousers (or clean, dark solid skirts), and clean dark color shoes for all female Operators.
- Proposer may propose alternative summer uniforms for Operators subject to LAVTA approval.
- All shirts/blouses tails must be tucked into the Operators' trousers (or skirts).
- Operators must have neatly groomed hair and maintain neat appearance. For safety reasons Operators with hair longer than shoulder length will be required to have it pulled back and secured.

Operator Rules

- While in uniform, a Operator will not purchase, consume or be under the influence of any narcotic, intoxicant or harmful drug.
- A Operator will be responsible for keeping the vehicle clean and sanitary during his/her shift.
- Operators are responsible for immediately reporting any defects their assigned vehicle may have to the supervisor.
- Operators must conduct themselves and operate their assigned run in a safe vehicle and courteous manner at all times.
- Operators may use vehicles only in accordance with their assigned duties.
- Operators are responsible for displaying proper destination signs while in service.
- Operators providing service must travel over the prescribed routes and must maintain time schedules. If it becomes necessary to go off route, the employee will first immediately notify his/her supervisor via radio or phone to receive direction. No run will be cut short.
- Operators will report to the dispatchers any unusual occurrences observed on the road and any vandalism or damage to LAVTA property.
- Operators shall not accept gratuities.
- Operators may not talk on cell phones while their vehicle is in service or in motion.
- Operators may not eat or drink while operating their vehicle. Beverages must be in an approved container.

In-Service Training

- Operators should receive at least one (1) hour of pure safety training each month by a certified trainer. Proposer should be prepared to submit to LAVTA safety meeting topics and attendance lists.
- Proposer trainer shall conduct a one (1) hour evaluation check ride with each bus Operator at least once every three months. This is a minimum. Additionally, random follow-ups should be performed on all Operators. LAVTA should be provided with certification that ride checks have been performed.
- Proposer shall conduct a one (1) hour refresher training in proper use of wheelchair lift procedures and use of all wheelchair securement devices with each Bus Operator at least once every six (6) months. All Operators should receive refresher sensitivity training annually. These are minimum training goals.

- Operators are to receive refresher presentations on a regular basis on emergency procedures and emergency preparedness so that they will be prepared to respond in a major disaster.
- Proposer shall require operator's attendance at a Planning and Marketing/Public Outreach meeting no less than once per quarter. These meetings may be monthly at LAVTA's discretion.

Safety

Operators shall conduct themselves with the highest regard for passenger safety and comfort, including but not limited to:

- Yield even though they may not have the right-of-way.
- Follow National Safety Council Defensive Driving Course practices.
- All information regarding any system accident is confidential. Employees will only speak to police or supervisory personnel regarding any such accident.
- Operators shall report unsafe conditions to the dispatcher or supervisor for immediate attention

Intelligent Transportation Systems Training Requirement

LAVTA owns and operates several pieces of technology which are designed to provide excellent customer service information to patrons and assist staff with the daily management of the system. Operators are a critical piece of this puzzle and Contractor shall ensure that all operators are properly trained in all pieces of technology currently (and in the future) in use. These systems have been listed and described in previous citations within this solicitation. Contractor shall conduct mandatory retraining of operators if deficiencies with use of technology are noted. Contractor shall also provide periodic retraining classes to re-fresh operators who may not use technology as frequently as others.

Physical Examinations

Proposer shall provide Proposer's Operators' medical examinations at Proposer's expense at a certified medical facility, and Proposer shall not permit any Operator who has not successfully passed such examination to operate a vehicle in any service included in this Agreement. Medical examinations must be sufficient to meet the medical requirements to qualify for a Class B certificate issued by the California Department of Motor Vehicles. Operators/Operators must have in their possession when operating a vehicle a valid Class B license, current medical card (DL-51) with current medical form on file with DMV.

Additional Requirements

- LAVTA may revise operating procedures, fare policies, and employee's rules and regulations based on specific incidents or general policy development. LAVTA may request Proposer input, when necessary, to make changes to the operating procedures and rules and regulations included within this Agreement.

- Proposer shall supply LAVTA with a list of Operators who have completed the specified Operator training program for all LAVTA's routes. This list shall be updated at least monthly and as additional Operators are trained.
- A meeting of all affected personnel of the Proposer shall be held prior to system start-up or service changes when so requested by LAVTA. No more than four (4) such meetings will be requested during any one (1) year period. LAVTA shall be permitted to attend these meetings if so requested by LAVTA.
- LAVTA shall be able to request that specific Operator(s) be replaced for failure to follow the Operator's Rules or other reasonable cause. (A LAVTA request for a Operator's dismissal from service will be given only after a verbal/written warning(s) has been given to Proposer by the LAVTA Executive Director or designed representative).

Exhibit H

Sample Agreement

Exhibit H

DRAFT Agreement

AGREEMENT

THIS AGREEMENT by and between the LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY, California, hereinafter referred to as "LAVTA" and "_____", hereinafter referred to as "Contractor"

WITNESSETH

WHEREAS, Contractor has the management and technical personnel, expertise, and other assets useful for the support of LAVTA's transit operations; and

WHEREAS, Contractor is desirous of providing such services;

NOW, THEREFORE, in consideration of the foregoing recital and covenants and agreements of each of the parties herein set forth, the parties hereto do agree as follows:

1. **Purpose.** LAVTA hereby contracts with Contractor to provide transportation management, maintenance, and operations services upon the terms and conditions hereinafter set forth.
2. **Scope-of-Work.** Contractor will provide the services to be rendered as set forth in the Request for Proposals issued by LAVTA on _____, as amended by any addenda, which is attached hereto as Exhibit A and is hereby incorporated by this reference, as supplemented or modified by Contractor's Proposal of _____, which is attached hereto as Exhibit B and is hereby incorporated by this reference.
3. **Time Period.** The term of this agreement shall be from July 1, 2018, to June 30, 2021, inclusive, with an option to extend for up to four additional one-year terms, exercisable at LAVTA's sole discretion.
4. **Price Formula.** The price will be based on a two (2)-tier formula. LAVTA agrees to pay the Contractor for performance of the service set forth in this Agreement as follows:
 - a. **Tier 1.** Payment of a fixed hourly rate, **per revenue-vehicle hour** of service:

	2018/19		
Fixed Route	\$		

For Fixed Route services, revenue-vehicle hours are solely based upon the published schedule which shall include recovery and travel time. Additionally, time for driver meal breaks are specifically excluded from use in the price formula. For supplemental service that serves schools, Contractor is expected to have buses at the school prior to the published departure time. Supplemental service schedules can vary by day.

The revenue hour rate shall compensate Contractor for vehicle operator’s wages and fringe benefits, purchase of bus parts and components, purchase of oil, lubricants, grease, batteries, mechanic supplies, antifreeze, and tires, bus cleaning supplies, radio, farebox and headsigns maintenance. Under this option, the revenue vehicle hour rate assumes all variable and consumable costs of the Contractor with the exception of heavy maintenance. Please refer to Scope of Work.

In the event of an increase in the mandated minimum wages, payroll taxes or fringe benefits contributions applicable to employees of Contractor are implemented by any federal, state or local governmental agency during the term of this Agreement, LAVTA and Contractor agree to negotiate an equitable adjustment to Contractor’s rates herein to compensate Contractor for said mandated governmental cost increase.

Rates for service after the initial year of FY 2018/19 shall be based on the quantity of service hours LAVTA expects to deliver and will be based on the Contractor’s proposal dated MONTH DAY, 2018, Forms 1.1 and 1.2.

b. Tier 2. Payment of a fixed monthly rate per service month:

2018/19 \$ _____,

During the period of the agreement, there may be times when changes to the original staffing plan should be made for operational purposes. In the event this occurs, LAVTA and Contractor shall meet to review the proposed changes. If mutual agreement is reached, the levels and positions can be changed.

The monthly rate shall compensate Contractor for all work, including, but not limited, to all the cost elements assigned to Contractor in Scope of Work, except those included in paragraph 4(a) of this Agreement.

Rates for service after the initial year of FY2018/19 shall be based on the quantity of service hours LAVTA expects to deliver and will be based on the Contractor's proposal dated MONTH DAY, 2018, Forms 1.1 and 1.2.

Except as specifically provided elsewhere in this Agreement, the fixed hour rates and the fixed monthly rate specified in paragraph 4(a) and Section 4(b) of this Agreement shall provide for transit services defined in this Agreement.

- 5. LAVTA Responsibilities.** LAVTA shall provide the facilities located at 1362 Rutan Court and 875 Atlantis Court, Livermore, California, which includes all components cited in the RFP.

LAVTA will pay monthly utility fees except telephone charges on all Contractor's extensions and cleaning of selected Contractor facilities as detailed in the RFP.

- 6. Invoice.** Contractor shall submit invoices to LAVTA for services provided as follows: all revenue-vehicle hour costs calculated as stipulated above, the fixed monthly rate, and reimbursements shall be invoiced to LAVTA not later than the tenth (10th) day of the month following the month the service was provided. Mileage costs and record of service (live and deadhead) hours and service (live and deadhead) miles performed shall be submitted monthly. **No charge will be allowed for missed revenue vehicle hours during revenue service.** Fixed monthly rate shall be billed monthly. All required reports and submissions as described in attached Scope of Work, shall be accurately completed and submitted to LAVTA prior to payment of monthly fee.
- 7. Payment.** All payments by LAVTA shall be made in arrears after the service has been provided. LAVTA shall make semimonthly progress payments by an automatic bank transfer to an account specified by Contractor. The first progress payment will be made on the 15th day of each calendar month for 45% of the estimated monthly charge. The second progress payment will be made on the last day of the month for 45% of the estimated monthly charge totaling 90% of the estimated monthly charges. If the payment day falls on a weekend, payment will be on the next regular business day. Progress payments will be credited on the invoice described in the Invoice section of this Agreement. Payment for the remaining 10% of service shall be made by LAVTA no more than thirty (30) days from LAVTA's receipt of an approved invoice. IF LAVTA disputes any items on an invoice for a reasonable cause, LAVTA may deduct that disputed item from the payment but shall not delay payment for the undisputed portions.

Any payments not finalized electronically, shall be by check payable to and mailed first class to:

- 8. Farebox Revenue.** All farebox revenues collected by Contractor are the property of LAVTA. Contractor shall be responsible for handling farebox revenues in the manner discussed in attached Scope of Work at all times, and as necessary for LAVTA to meet state and federal funding requirements.
- 9. Control.** In performing the services under this Agreement, the Contractor shall act as an Independent Contractor and shall have full control of the work and the manner in which it is performed. Contractor in no circumstances shall be considered as an agent or employee of LAVTA, and Contractor's employees are not entitled to participate or be part of any pension plan, insurance, bonus, or any similar benefits which LAVTA provides its employees. A certificate must be completed and submitted with the bid.
- 10. Management.** During the terms of this Agreement, Contractor shall provide sufficient executive administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof, and described in attached Scope-of-Work. All management personnel to be employed must be committed exclusively to the performance of work on LAVTA's project and shall not perform any other services for Contractor or other entity. Management personnel shall be full-time employees of Contractor.
- 11. Medical Assistance to Passengers.** Contractor's employees shall not be required to perform any medical or quasi-medical functions for passengers. In the event of illness on board a vehicle, the driver shall advise the dispatcher by radio and may proceed immediately to a medical facility for help, on the instructions of dispatcher.
- 12. Uniforms.** Contractor shall purchase uniforms as specified by LAVTA for all employees and shall require the employees to wear them. The design, type and logo of the uniforms shall be subject to LAVTA's approval. Uniforms shall include, but not be limited to shirts, pants and jackets. Drivers shall be required to maintain neat and clean appearances while on-duty.
- 13. Modifications of Agreement.** This writing constitutes the entire Agreement between the parties relative to the matter of this Agreement and no modification hereof shall be effective unless and until such modification is evidenced in writing signed by both parties to this Agreement. There are no understandings, agreements or condition with respect to the subject matter of the Agreement except those contained in this writing.
- 14. Contract Assignments.** This contract shall not be sold, assigned, transferred, conveyed or encumbered by Contractor without the prior written consent of LAVTA.

Contractor shall not sell or otherwise transfer its interest in this contract without prior written notification to LAVTA. Upon receiving such notification from Contractor, LAVTA may, at its sole discretion, decide to exercise its right to terminate this contract.

Subject to the provision regarding assignment, this contract shall be binding upon the heirs, executor, administrators, successors and assigns of the respective parties.

15. Stop-Work. LAVTA may stop work on its transportation system upon forty-eight (48) hours of written notice to Contractor. LAVTA shall be liable for all relevant costs defined under Section 6 incurred prior to the stop-work period and for restart, if any.

16. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below:

If to Contractor:

If to LAVTA:

Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551
Attn: Executive Director

All other communications, invoices, reports, etc., shall be made to the Executive Director of LAVTA.

17. Shortages and Delays. Contractor shall not be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of Contractor. Such events may include, but are not limited to, the following: Acts of God (fire, epidemics, earthquake, flood, or other natural disaster); acts of government or public, riots, war, civil disorder, strikes, labor disputes or fuel shortages. However, Contractor shall not receive payment for the revenue vehicle mileage rate and only the mutually agreed direct and indirect monthly fee during the period of time that service is not provided. Contractor also grants LAVTA the right to provide these services through other means on a temporary basis should Contractor be unable to perform said services.

18. Audit. Contractor shall comply with the following:

- a. General. Contractor shall permit the authorized representatives of LAVTA, Metropolitan Transportation Commission, State of California, the U.S.

Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to performance under this Agreement. **Contractor shall submit quarterly an un-audited report of actual expenditures (both direct and indirect costs) per the Uniform System of Accounts.**

- b. Audit Settlement. At any time, LAVTA may, at its own cost, conduct or have conducted an audit of the Contractor. If the audit determines that LAVTA's dollar liability for Contractor's services is less than payments made by LAVTA to Operator, then Contractor will pay the difference in cash to LAVTA, or, at LAVTA's option, credit such overpayment against any future amounts owed by LAVTA to Contractor. If the audit determines that LAVTA's dollar liability for services provided under the contract is more than payments made by LAVTA to Contractor, then LAVTA will pay the difference to Contractor in cash.

19. Transportation Data Reporting. Contractor collects and reports operating and financial data to LAVTA in accordance with the California Public Utilities Code, Chapter 4, Section 99243, and California Administrative Code Title 21, Chapter 3, Subchapter 2, as required under California Transportation Development Act, and of the Uniform Financial Accounting and Reporting Elements (FARE) as required under FTA National Transit Database (formerly known as Section 15 of the Urban Mass Transportation Act of 1964).

20. Worker's Compensation. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and will comply with such provisions before commencing the performance of the work of this Contract.

21. Contractors' Employee Responsibilities. Contractor shall give each new employee hired for any part of LAVTA's Services the following written notice, which shall be signed by the employee and kept in the employee's file with a copy sent to LAVTA. The notice shall read:

"This is to advise that the (Contractor), your employer, is an independent Contractor providing Services under a contract with LAVTA. The contract between the (Contractor) and LAVTA is for a three-year term with four one-year option terms. You have been hired to assist with the provision of services under that contract. There is no guarantee that the options will be exercised or the contract renewed; therefore, the duration of your employment with (Contractor) may be affected or limited. Thus, you are on notice that the need for your employment derives from a service contract with LAVTA that has a definite term and which may be terminated or will expire at some point in the future."

The Contractor will comply with all applicable laws, regulations, rules, and procedures, including, but not limited to, those regarding employer's liability, workers' compensation, unemployment insurance, and other forms of social security and also with respect to withholding of income tax, state disability insurance, and any other proper withholding from wages of employees. Contractor will indemnify and hold harmless LAVTA for any and all liability, damages, claims, costs (including reasonable attorneys' fees, and other expenses of whatever nature arising from alleged violations of such laws, regulations, rules, or agreements with labor organizations, or from any claims of subrogation provided for in such laws, regulations, rules or agreements or otherwise).

22.13(c) Agreement. As they may be applicable to the performance of this Agreement, Contractor agrees to be bound by the terms of the 13(c) Agreement between LAVTA and Amalgamated Transit Union, Local 1225, dated July 20, 1990, and the 13(c) Agreement between LAVTA and the Brotherhood of Teamsters and Auto Truck Drivers, Local 70, dated March 23, 1990.

23. Insurance.

a. Contractor's Responsibilities - Minimum Types and Scope of Insurance

The insurance requirements specified in this section shall apply to the Contractor and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Contractor authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). The Contractor and all Agents are required to procure and maintain at their sole cost and expense the insurance coverage's subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, the Contractor shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Contractor's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event Contractor or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Contractor's insurance be primary without any right of contribution from LAVTA. Prior to beginning work under this contract, Contractor shall provide LAVTA with satisfactory evidence of compliance with the insurance requirements of this section.

i. Workers Compensation and Employers' Liability Insurance - Workers Compensation with Statutory Limits, as required by Section 3700 et seq. of the California Labor Code, or any

subsequent amendments or successor acts thereto governing the liability of employers to their employees.

1. Employer's Liability coverage with minimum limits of **\$10 million**.
2. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

a. Waiver of Subrogation.

ii. Commercial General Liability Insurance - Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least **\$10 million** per occurrence or claim and a general aggregate limit of at least **\$10 million**. Such insurance shall cover all of Contractor's operations, **other than LAVTA's operations provided under this Contract**. This insurance shall include coverage for, but not be limited to:

1. Premises and operations
2. Products and completed operations
3. Contractual liability
4. Personal injury
5. Advertising injury
6. Explosion, collapse, and underground coverage (xcu)
7. Broad form property damage

Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

1. Additional Insured
2. Cross Liability or Severability of Interests Clause
3. Primary and Non-Contributory wording
4. Waiver of Subrogation

iii. Business Automobile Liability Insurance - Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least **\$10 million** per occurrence. This insurance shall include coverage for the following types of vehicles except while being used to provide LAVTA's passenger service:

1. All Owned Vehicles
2. Non-Owned Vehicles
3. Hired or Rental Vehicles

Such insurance shall include the following endorsements as further

detailed in the Endorsements Section below:

1. Additional Insured
2. Cross Liability or Severability of Interests Clause.
3. Primary and Non-Contributory wording
4. Waiver of Subrogation

iv. Business Automobile Physical Damage Insurance - Business Automobile Physical Damage insurance providing Comprehensive and Collision insurance covering Contractor-owned vehicles. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

1. Waiver of Subrogation

v. Property Insurance - Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the property described below. This insurance shall include coverage for, but not be limited to:

1. The Contractor's own business personal property and equipment to be used in performance of this Agreement
2. LAVTA's interest in materials or property to be installed, if any
3. Debris removal

Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

1. Waiver of Subrogation

vi. Crime Insurance - Contractor will provide Crime insurance, including coverage for Contractor's Employee Dishonesty and theft of money and securities from any inside location or outside messenger with the following limits of liability:

Employee Dishonesty	\$250,000
Depositors Forgery	\$250,000
Off and On Premises	\$ 50,000
Computer Fraud	\$250,000

Regarding these coverage's:

1. Contractor shall reimburse LAVTA for any and all losses

within the deductible and for insured losses the cost to prove the loss, accountants' fees, defense costs including attorneys and any other fees associated with a claim.

2. The policy shall contain a Joint Loss Payee endorsement naming LAVTA as further detailed in the Endorsements Section below.

vii. Endorsements

1. **Additional Insured** - The referenced policies and any Excess or Umbrella policies shall include as Additional Insured's the Livermore Amador Valley Transit Authority and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.
2. **Waiver of Subrogation** - The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Livermore Amador Valley Transit Authority and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.
3. **Primary Insurance** - The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the Livermore Amador Valley Transit Authority.
4. **Severability of Interests or Cross Liability** - The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the Livermore Amador Valley Transit Authority as an Additional Insured shall not in any way affect LAVTA's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Contractor. Said policy shall protect the Contractor and the Livermore Amador Valley Transit Authority in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would

have been liable if only one interest had been named as an insured.

5. **Joint Loss Payee Endorsement** - LAVTA shall be named as a Joint Loss Payee on the Contractor's Employee Dishonesty policy.

viii. Evidence of Insurance

Prior to commencing work or entering onto the Property, Contractor shall provide the Executive Director of LAVTA with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the Contractors' policy(ies) will not be cancelled or have coverage reduced without 30 days prior written notice to LAVTA's Executive Director.

ix. General Provisions

1. **Notice of Cancellation** - The policies shall provide that the Contractors' policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to LAVTA's Executive Director.
2. **Acceptable Insurers** - All policies will be issued by insurers acceptable to LAVTA (generally with a Best's Rating of A-X or better).
3. **Self-insurance** - Upon evidence of financial capacity satisfactory to LAVTA and the Contractor's agreement to waive subrogation against LAVTA respecting any and all claims that may arise, the Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.
4. **Deductibles and Retentions** - The Contractor shall be responsible for payment of any deductible or retention on the Contractor's policies without right of contribution from LAVTA

b. LAVTA's Insurance Responsibilities - Minimum Types and Scope of Insurance

LAVTA, at its own cost and expense, will maintain in full force and effect during the entire term of the Contract and any extension period, unless otherwise agreed by the parties, the following insurance:

i. Public Liability (Including Coverage for Passenger Bus Operations, Commercial General Liability, and Automobile Liability)

Public Liability insurance including coverage for Commercial General Liability and Automobile Liability (including Liability for LAVTA's revenue operations) for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$10 million per occurrence or claim and a general aggregate limit of at least \$10 million with coverage extending to cover the operation of LAVTA-owned revenue vehicles. LAVTA's self-insurance program and retention shall provide the Contractor at least the same protection from liability and defense of suits as would be afforded by "first-dollar" insurance. Currently LAVTA maintains a liability program with a \$25,000 self-insured retention, which the Contractor will be obligated to pay on LAVTA's behalf, and \$10 million limits of liability although with fluctuating market conditions and budgetary considerations, LAVTA cannot guarantee that the retention and/or limit will remain unchanged over the life of this Contract and any extensions. This insurance shall include coverage for, but not be limited to:

1. Premises and operations
2. Products and completed operations
3. Contractual liability
4. Personal injury
5. Advertising injury
6. Explosion, collapse, and underground coverage (xcu)
7. Broad form property damage

Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

1. Additional Insured
2. Cross Liability or Severability of Interests Clause
3. Primary Wording
4. Waiver of Subrogation

ii. Automobile Physical Damage Insurance for Vehicles

LAVTA will maintain at its own cost and expense a physical damage insurance program to cover LAVTA-owned vehicles and equipment and will name the Contractor as additional insured as respects operations under this Contract. Contractor will cooperate fully with LAVTA in filing claims with and recovering payments due from LAVTA's insurers. The Contractor shall be responsible for payment of the deductible up to \$5,000 for any claim arising out of an incident deemed to be a preventable accident on the part of Contractor or its subcontractors or employees. Such insurance

shall include the following endorsements as further detailed in the Endorsements Section below:

1. Additional Insured
2. Waiver of Subrogation

iii. Endorsements

1. **Additional Insured** - The referenced policies and any Excess or Umbrella policies shall name the Contractor as Additional Insured.
2. **Waiver of Subrogation** - The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Contractor to the extent of the indemnification by LAVTA in this Contract.
3. **Primary Insurance** - The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies).
4. **Severability of Interests or Cross Liability** - The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the Contractor as an Additional Insured shall not in any way affect LAVTA's rights either as respects any claim, demand, suit, or judgment. Said policy shall protect the Contractor and the Livermore Amador Valley Transit Authority in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

iv. Evidence of Insurance

Prior to commencing work, LAVTA shall provide Contractor with a certificate of insurance evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that LAVTA's policy(ies) will not be cancelled or have coverage reduced without 30 days or 60 days prior written notice to the Contractor, whichever applies.

v. General Provisions

1. **Notice of Cancellation** - LAVTA shall use its best efforts to obtain 60 days' written notice to the Contractor. However, in no event will such policy provide for less than 30 days' prior written notice of cancellation to Contractor except for non-payment of premium. In the event said insurance policy is cancelled for any reason, then LAVTA shall replace said policy during the notification period with another policy which complies with the requirements of this Contract.
2. **Retentions and Self-insurance** - LAVTA shall have the right to maintain self-insured retentions at any level or levels of up to the CalTIP limit. The Contractor shall be given the opportunity to review and provide input with respect to such self-insured retentions, but the Contractor shall have no right of approval.
3. **Filing and Payment of Claims** - The Contractor will cooperate fully with LAVTA in LAVTA's filing claims with and recovering payments due from LAVTA's insurers. If LAVTA fails or refuses to pay losses incurred within any self-insured retention, the Contractor shall have the right to terminate this Agreement upon 30 days' written notice. This right of termination, however, applies only to failure or refusal by LAVTA to pay losses incurred within self-insured retentions, and not to failures or refusals to pay losses falling within gaps or shortfalls in insurance coverage created by previous payment of losses which depleted or exhausted the annual aggregate limits applicable to such insurance. Nothing contained in this subsection should be deemed to foreclose or limit LAVTA's rights to defend against any claims.

c. General Insurance Provisions Applicable to Both Contractor and LAVTA

The parties further agree as follows:

- i. **Failure to Procure or Maintain Insurance** - The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.
- ii. **Claims Costs** - Each of the parties, at its sole cost and expense, will be responsible for the investigation, administrative handling, and settlement of claims for injury, death, or damage arising out of the performance of this Agreement for which it is responsible. Each party shall respond to reasonable requests by the other party as to the status of all claims presented for which the requesting party is responsible. The parties agree that the furnishing of such

information is for the purpose of keeping each other informed, as potential co-defendants, with respect to such claims, is a privileged co-defendant communication, does not waive the attorney-client, attorney work product or any other applicable privilege and shall not be admissible in any action or proceeding of any kind whatsoever as an admission or concession of liability or for any other purpose whatsoever, nor shall any such information exchanged be admissible as evidence of liability to, or damages allegedly suffered by any claimant.

iii. Claims Made Coverage

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

1. Policy retroactive date coincides with or precedes the start of work (including subsequent policies purchased as renewals or replacements).
2. Every effort will be made to maintain similar insurance for at least three years following completion of work, including the requirement of adding all additional insured's.
3. If insurance is terminated for any reason, the Party agrees to purchase an extended reporting provision of at least three years to report claims arising from work performed in connection with this Agreement.
4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

24. Performance Security. As a condition precedent to the effectiveness of this Agreement, the Contractor shall furnish to LAVTA a Performance Security in the amount equal to Five Hundred Thousand Dollars (\$500,000). The Performance Security shall be in a form acceptable to LAVTA and shall be held by LAVTA throughout the term of this Agreement to guarantee performance by Contractor.

25. No Unauthorized Subcontracting Contractor may not subcontract any work covered by this Agreement without LAVTA's express written consent. LAVTA hereby agrees to the following subcontractors:

[INSERT LIST]

26. Disadvantaged Business Enterprise. In connection with the performance of this Agreement, Contractor will cooperate with LAVTA in meeting LAVTA's policy with regard to the maximum utilization of disadvantaged business enterprise.

27. Conflict of Interests. Depending on the nature of the work performed, Contractor

may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration and California law that govern LAVTA employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, Contractor and their employees may be required to disclose financial interests.

The Contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

No person previously in the position of Director, Officer, employee or agent of LAVTA may act as an agent or attorney for, or otherwise represent the Contractor by making any formal or informal appearance, or any oral or written communication, before LAVTA, or any Officer or employee of LAVTA, for a period of twelve months after leaving office or employment with LAVTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

28. Conflict of Transportation Interests. Contractor shall not divert any revenues, passengers or other business from LAVTA's project to any taxi or other transportation operation of Contractor unless specifically agreed to in writing by LAVTA.

29. Title to Supplies and Equipment. Title to supplies and equipment is described below:

- a. **LAVTA's Beginning Inventory.** Contractor shall agree to purchase LAVTA's bus parts, components, and supplies, oil, lubricants, cleaning supplies, antifreeze, batteries, and other consumable items at LAVTA's cost upon the execution of this Agreement. LAVTA reserves the right to purchase any portion of the ending inventory from the Contractor. Payment will be reconciled on the last day of this Agreement.
- b. **Contractor.** Bus parts and supplies shall be purchased by the Contractor and will be the property of the Contractor. The Contractor shall maintain a reasonable spare inventory. At all times, the Contractor shall maintain a complete and accurate inventory listing, including item name and description, purchase price, quantity, and location of each part.

30. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any party of this Agreement.

31. Indemnification. Except as otherwise provided in this Agreement, LAVTA agrees to, and will, indemnify and hold the Contractor, and its directors, officers, agents, employees, representatives, insurers and attorneys (hereinafter, collectively, "Contractor Indemnitees") harmless from, and defend Contractor Indemnitees against any and all claims, demands, actions, causes of action, or damages of any kind whatsoever without regard to negligence of the Contractor (hereinafter referred to collectively as "Claims and Damages") which may arise from the Contractor's operation, maintenance, repair or use of buses or equipment or provision of its services as contemplated by this Agreement up to an annual aggregate limit of \$10 million (the "Liability Cap"). The Contractor will indemnify LAVTA and its Directors, Board members, Officers, Agents, Employees, representatives, insurers, and attorneys (hereinafter, collectively "Owner Indemnitees") against all such Claims and Damages exceeding the Liability Cap. Damages caused to vehicles within the bus yards, maintenance shops, satellite parking lots and other LAVTA facilities shall be the responsibility of Contractor and shall not be included in the Liability Cap.

Notwithstanding the foregoing, LAVTA shall have no duty to indemnify or hold the Contractor Indemnitees harmless from damages on account of the Contractor's Excluded Conduct, as hereinafter provided. This exception from LAVTA's duty of indemnity hereunder on account of the Contractor's Excluded Conduct shall mean that: 1) in the case of an award after trial, or arbitration with third party claimants, LAVTA has no duty to indemnify Contractor Indemnitees for an award of Exemplary Damages against Contractor Indemnitees or for any compensatory damages awarded in conjunction with an award of Exemplary Damages, or 2) in the case of a negotiated settlement, LAVTA's duty to indemnify the Contractor Indemnitees does not include that portion of any settlement determined by the agreement of LAVTA and the Contractor to have been paid due to the probability that Exemplary Damages would be awarded against the Contractor had the matter been litigated. The term "Exemplary Damages" shall mean those for which there is clear and convincing evidence that the Contractor, its employer or agents have been guilty of oppression, fraud, or malice. For the purposes of this Agreement, the following definitions shall apply:

- a. Malice means conduct which is intended to cause injury to others or despicable conduct which is carried on with a willful and conscious disregard of the rights or safety of others.
- b. Oppression means despicable conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person's rights.
- c. Fraud means an intentional misrepresentation, deceit, or concealment of a material fact with the intention of thereby depriving a person of property or legal rights or otherwise causing injury.

In any action where Exemplary Damages are sought or claimed, the Contractor shall be entitled, at its option and at its sole cost and expense, to participate in the defense and to appear on its own behalf, and shall further have the right in any such action to be informed of, and be consulted concerning settlement of such action, provided its consent to any such settlement shall not be required.

In an action where Exemplary Damages are awarded against Contractor Indemnitees after trial or arbitration with third parties, the Contractor will reimburse LAVTA for its reasonable costs of defense (including attorneys' fees). With respect to any settlement of any action in which Exemplary Damages were sought, if it has been determined by agreement of the parties that a portion of the settlement was paid due to the probability that Exemplary Damages would have been awarded had the matter been litigated ("Exemplary Damages Portion"), the Contractor shall reimburse LAVTA pro rata for its reasonable costs of defense (including attorney's fees) in the same ratio that the Exemplary Damages portion of the settlement bears to the total settlement as determined by the agreement of the parties.

Notwithstanding the other provisions of this Agreement, LAVTA shall have no duty to indemnify or defend Contractor Indemnitees for Claims and Damages involving: 1) passengers on buses other than buses in LAVTA Services; 2) property or equipment being used in service other than LAVTA Services; 3) accidents which arise out of bus service of the Contractor or of other entities (other than LAVTA Services); or 4) damages caused to LAVTA-owned vehicles within the bus yards, maintenance shops, satellite parking lots and other LAVTA facilities. The Contractor shall defend, indemnify and hold harmless Owner Indemnitees from any and all claims and damages involving numbered items one through four in the immediately preceding sentence.

Contractor shall indemnify and hold harmless Owner Indemnitees, and each of them, from and against any and all Claims and Damages: 1) arising out of ownership, operation, use, maintenance and/or control of vehicles (excluding buses) and any automobiles registered to or owned by Contractor in the provision of LAVTA Services; 2) arising from Contractor's obligations to its employees under Workers' Compensation and any amendments or successor acts thereto; 3) in excess of the Liability Cap of such Claims and Damages arising from Contractor's operation, maintenance, repair or use of the buses and equipment or provision of LAVTA Services pursuant to this Agreement; 4) arising from Contractor's Excluded Conduct in those circumstances which would result in an exception to LAVTA's duty of indemnification on account of Excluded Conduct as specified in Section (c) above; or 5) arising out of any release of hazardous materials in, on, about or adjacent to the Contractor's premises caused by an act or omission of the Contractor, its employees, contractors, agents, representatives, or invitees, occurring on or after the effective date of this Agreement. With respect to those matters referred to above, the Contractor shall also have the duty to defend as well as to indemnify and hold harmless LAVTA.

If any of the provisions herein above to indemnify a party against liability, loss or damage would be prohibited by or unenforceable under the law of the State of California for any reason, the indemnity provided by such provision shall be deemed to be limited to and operative only to the maximum extent permitted by law. The provisions of this subsection shall under no circumstances be interpreted as limiting in any manner the obligations of any insurer under any insurance policy maintained by either party pursuant to provisions outlined in the Insurance Section of this agreement.

32. Merger. This contract sets forth the entire agreement between the parties with respect to be subject matter thereof, and supersedes and replaces all proposals, negotiations, representations and implied obligations. The obligations, liabilities and remedies set forth herein are exclusive and shall operate as limitations on any action brought in connection with the services, including an action in tort.

33. Additional Services. Additional services outside normal operating hours shall be considered extra services. Additional services, as authorized in writing by LAVTA or its designee, will be paid for on an individual basis at the revenue vehicle hourly rate as set forth in Form 1.1, and will be billed separately from this Agreement and shall be in excess of the maximum price defined in the Maximum Obligation.

34. Changes in Scope-of-Work. LAVTA may, at any time by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in accordance with Sections of this Agreement. Contract modifications that result in a cost increase of less than \$100,000 can be signed by LAVTA's Executive Director. All other modifications must be approved by the Board of Directors.

In the event that Contractor encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, Contractor shall so advise LAVTA immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to LAVTA prior to the time that Contractor performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes. **Failure to provide written notice and receive LAVTA approval for extra work prior to performing extra work may result in nonpayment of the invoices reflecting such work, at LAVTA's sole discretion.**

35. Conflicting Use. Contractor shall not use any vehicle, equipment, personnel, or other facilities that are dedicated to LAVTA for performing services under this Agreement, for any use whatsoever other than provided for in this Agreement.

36. Liaison. Contractor shall assist and cooperate with LAVTA in meeting the objectives of providing quality public transportation services. Contractor shall perform close liaison activities, coordination and cooperation with LAVTA on matters related to operations, monitoring, reporting and service performance measurements.

37. Failure to Perform. LAVTA recognizes that the operation of a public transit service is subject to circumstances and variables beyond the control of Contractor. However, a properly run service will take steps to reasonably accommodate such circumstances without compromising the safety or reliability of the service.

LAVTA and Contractor will monitor service performance to assure that strict adherence of routes and schedules are being maintained. If performance is found to be substandard, LAVTA may request, in writing, adequate assurance of performance as defined under paragraph 37 of this Agreement.

Contractor understands that continual substandard performance such as service runs departing ahead of schedule, missed service runs, service runs departing scheduled stops fifteen minutes or more after the scheduled time, frequent accidents and safety violations, frequent vehicle failure and frequent public complaints regarding driver behavior, or dirty vehicles are grounds for termination of this Agreement.

38. Waivers. Neither LAVTA's review, approval, or acceptance of payment for the services required under this Agreement shall be construed to operate as a waiver of any rights under Agreement or of any cause of action arising out of the performance of the Agreement, and Contractor shall be and remain liable to LAVTA in accordance with applicable law for all damages to LAVTA caused by Contractor negligent act, error or omission in the performance of any of the services furnished under this Agreement. The parties agree that LAVTA shall have the final authority to require the discharge by Contractor of any employee of Contractor. The waiver by LAVTA of any breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or of a breach of any other term, condition or agreement herein contained.

39. Interpretation, Jurisdiction, and Venue. The contract shall be construed and interpreted solely in accordance with the laws of the State of California; venue of any suit, right or cause of action arising under or in connection with this Agreement shall be exclusively in Alameda County, California.

40. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason or shall be

invalid or unenforceable, the remainder of the circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid, or unenforceable.

41. Drug Testing. The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 40 and 655, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or its operation administrations, the State Oversight Agency of the State of California, or LAVTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655 and review the testing process, including but not limited to such actions as making periodic mock collections, investigating reports by employees of flawed procedures, and requiring detailed explanations for cancelled tests. The contractor agrees further to certify annually its compliance with Parts 40 and 655 before January 1 and to submit the Management Information System (MIS) reports before March 1 to LAVTA's General Manager. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. In addition to the annual compliance report, the contractor agrees to provide LAVTA with a copy of its policy; employee and supervisor training documentation; name and location of the collection site, laboratory, MRO, BAT, STT and SAP; a description of its random selection process; and quarterly management reports summarizing test results.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officer's thereunto duly authorized on the day written below.

BY LAVTA this _____ day of _____, 2018.

BY CONTRACTOR the _____ day of _____, 2018.

CONTRACTOR

LAVTA

By: _____

By: _____
Chair, Board of Directors

ATTEST:

By: _____

By: _____
Michael S. Tree, Executive Director

APPROVED AS TO FORM:

By: _____
Michael N. Conneran, Hanson Bridgett LLP
Authority Legal Counsel

Exhibit I

Existing Contract Terms

Exhibit I

EXISTING CONTRACT TERMS

The existing twelve month contract beginning July 1, 2017 and ending June 30, 2018 has the following terms:

Fixed rate per revenue vehicle hour	\$43.02
Monthly management fee	\$256,507.09

Exhibit J

Existing Labor Union Agreement

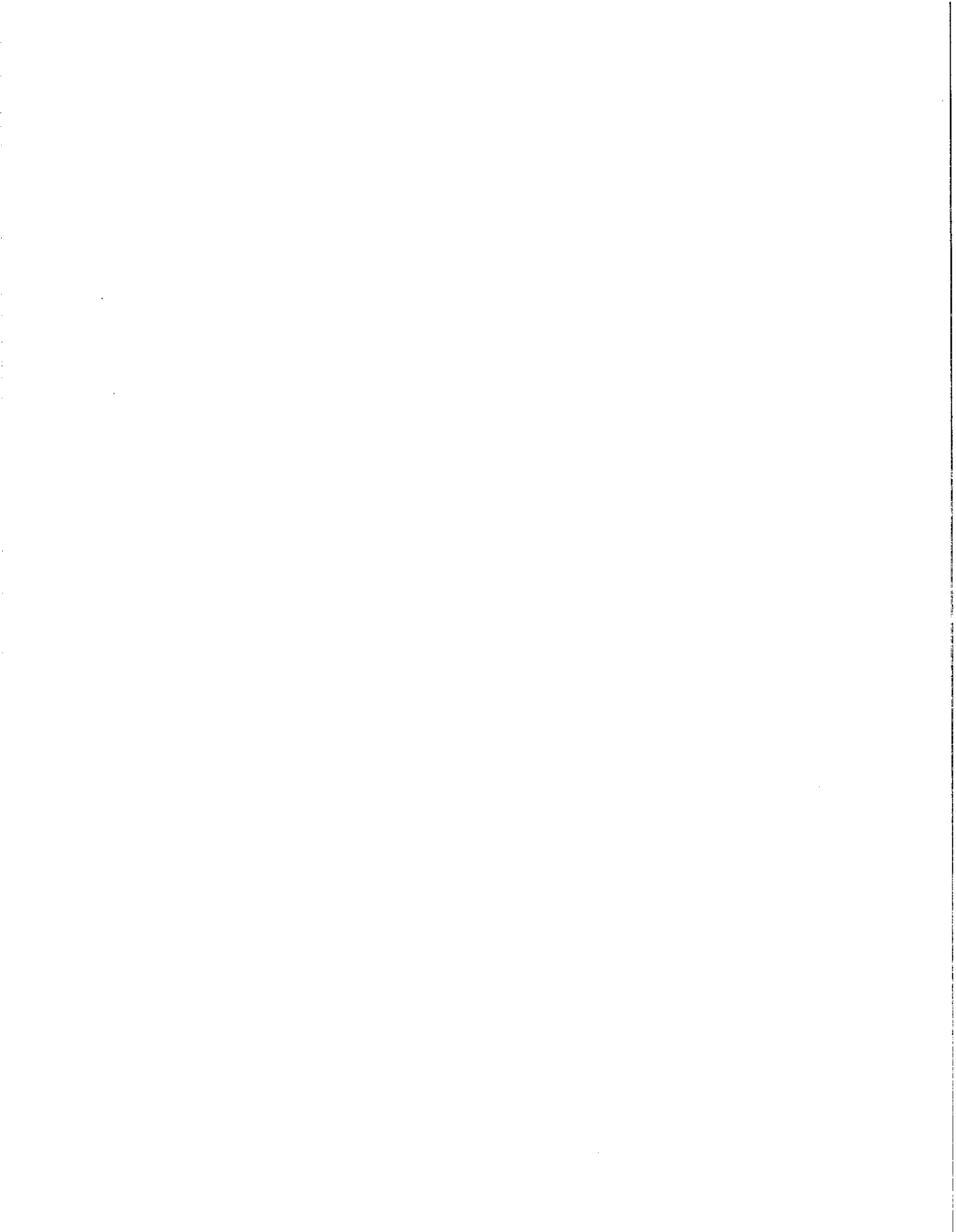
LABOR AGREEMENT
BETWEEN
MV TRANSPORTATION, INC.
LIVERMORE DIVISION

AND



**BROTHERHOOD OF TEAMSTERS, AUTO TRUCK
DRIVERS, LINE DRIVERS, CAR HAULERS AND
HELPERS, LOCAL 70 OF ALAMEDA COUNTY**

July 1, 2016 June 30, 2020



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AGREEMENT

This Agreement is entered into between MV Transportation, Inc., Livermore Division, hereinafter referred to as the "Company" or the "Employer and the Brotherhood of Teamsters Auto Truck Drivers, Line Drivers, Car Haulers, and Helpers, Local 70 of Alameda County, hereinafter referred to as the "Union."

ARTICLE 1- INTENT AND PURPOSE, MUTUAL BENEFIT

It is the intention of the parties that this Agreement will establish sound relations' between the Company and its employees, which will promote harmony, genuine cooperation and efficiency, to facilitate peaceful adjustment of differences, which may arise between the parties to the end that the employees and the Company may mutually benefit. Both parties agree to cooperate with each other in good faith in the enforcement of the terms of this Agreement.

The Union and its members, therefore, agree that they will cooperate with the Company and support its efforts to assure a full day's work for a day's pay. They further agree that they will support the Company in its efforts to improve the quality of work, promote safety and prevent accidents. This Agreement is intended to set forth all the rights of the Union and the employees, all of which arise as a result of this contract.

ARTICLE 2- RECOGNITION

The Company recognizes the Union as the sole and exclusive Bargaining Agent for all Bus Operators, Mechanics, Utility Persons, Janitor, and Shelter Maintenance Helper, Tire Person and Fueler Washer.

ARTICLE 3- NON-DISCRIMINATION

The Company and the Union recognize a common commitment to the equality of opportunity for all. Therefore, the Company and the Union agree that neither will discriminate against any employee with respect to hiring, compensation or terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, or any other status protected by law.

Whenever either the masculine or feminine gender is used in this Agreement, it is intended to include the opposite gender as well.

No member of the Union shall be discharge or discriminated against for upholding Union rules or principals or doing work for the union, provided the employee's job performance is not affected.

ARTICLE 4- MANAGEMENT RIGHTS

The Company *and* the Union acknowledge that the Company has entered into a contract(s) to provide transportation services with name of client, hereto known as the "Client." The contract between the Company and name of client contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit Company from fulfilling all of its contractual obligations to the Client. The Company will have the sole right to change any policies, rules and regulations governing employees without renegotiation of this Agreement should such changes in policies, rules and regulations are required in order to comply with any governmental law or regulation or to comply with any provision of the agreement between the Company and the Client. The Company will discuss and obtain input from the Union on any other new policies, rules and regulations without renegotiation

of this Agreement prior to implementation. However, the Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules and regulations.

Client contract

If the Company is required to remove a driver from service at the request of the Client, per provisions contained in the agreement between the client and the company, the company agrees to discuss the matter with the client to attempt to resolve the problem. If the client maintains its position on the removal of the driver, the company will then meet with the Union to discuss the status of the driver. Should the Client maintain its position concerning the status of the driver, such removal from service would be subject to the grievance procedure contained in this agreement.

Non-Waiver of Rights. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement

Technology Rights: The Company may employ new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of the driver, passengers, and the public and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the Company facility, another employee, or an employee while operating a Company vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. Any use of Technology for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein. The Company shall meet with the Union before implementation of new technology on an advice and confer basis, in order to explain and clarify the use and effects of said technology. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

Work Rules: The Company will issue all employees a current MV Employee Handbook outlining all rules, regulations and policies. Prior to the Implementation of any new or revised rule, regulation or policy in the Handbook, the Company will issue an addendum to the Employee Handbook, with a copy given to each employee and the Union, at least thirty (30) days prior to the implementation of said rule, regulation or addendum. The Company shall have the sole exclusive right to adopt additional reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent they do not conflict with any express written provisions of this Agreement.

The Company will notify the Union in writing of all changes in policy at least thirty (30) days before they are implemented, unless required by client or safety concerns which demand a more immediate implementation. In the event any Company Rule conflicts with the terms of this

Agreement - this Agreement shall prevail. Any change to rules and regulations shall be posted and distributed to all employees in order to uniformly advise all bargaining unit members.

Prior to implementation, the Union may request to meet with the Company to discuss the intent and purpose of any new rule or regulation. Disagreements concerning the implementation of any Company Rule conflicting with the terms of this Agreement is subject to the grievance procedure contained in this Agreement. If the Union fails to file a grievance within fourteen (14) business days after implementation, the new rule, regulation or work-related policy change will stand as implemented.

ARTICLE 5- UNION RIGHTS

Section 5.1 Union Shop

It shall be a condition of employment that all employees of the Company covered by this agreement are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing. It shall also be a condition of employment that all employees covered in this Agreement and hired on or after its effective date, shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing with the Union.

Section 5.2. Business Agents

Union Business Agents shall have access to the premises during work hours for the purpose of seeing that the provisions of the Agreement are being adhered to. Said visits shall not interfere with the normal conduct of work. It is understood that the authorized Business Agent of the Union shall notify the Company in advance of a visit. The Business Agent may be accompanied by a Company official to visit the restricted areas of the facility.

Section 5.3. Shop Stewards

The Company shall recognize no more than (2) stewards in Maintenance Dept. and (3) Stewards from the operators pool. The Union shall notify the Company in writing as to who the authorized stewards are.

The duties of the steward shall be to:

1. Endeavor to resolve grievances in the workplace;
2. Report to the Union any and all grievances which may arise and which cannot be adjusted on the job;
3. Monitor and maintain the Union bulletin board.

Stewards shall be allowed reasonable time to investigate and handle grievances to the extent that it does not interfere with scheduled service or maintenance functions. Stewards must ask permission from their supervisor to leave their jobs to adjust grievances.

Stewards have no authority to take strike action or other work stoppage interrupting the Company's business, except as authorized by official action of the Union. A steward engaging in any such unauthorized action shall be subject to discharge, and the Union shall not be held liable for the unauthorized actions of any steward except as provided for in Article 6 of this Agreement.

The Company agrees to pay one shop steward from maintenance dept. and two from operator's pool per Labor Agreement negotiating session. The Shop Stewards shall notify the Company in advance of each session, the name of the Shop Stewards to be paid for that session. All meetings between the Company and Union for the purpose of negotiating wages, benefits, and work conditions of finalizing Labor Agreement language shall be considered negotiating sessions.

Section 5.4 Union Bulletin Board

The Company agrees to provide space for a bulletin board for Union use. Postings by the Union on this board are to be confined to formal notices of meetings, elections, names of representatives and offers of the Union, and recreational or social events of the Union. Postings not on Union letterhead shall be initialed and dated by a business agent, and shall be removed from the bulletin board after they have served their purpose. All other notices shall first be submitted to management for approval.

Section 5.5 New Hires

The Company agrees to give the Union monthly written notice of all new hires and employee terminating their employment.

Section 5.6 Check Off

The Company agrees that it will deduct dues and initiation fees monthly, from the wages due on all members of the Union who individually and voluntarily give the Company written authorization to do so. Membership dues and initiation fees shall be forwarded to the Union monthly. The Company agrees to provide the employee with union membership applications, forwarding the applications to the Union upon completion.

Section 5.7 Indemnification

The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with this article.

Section 5.8 Picket Duty

Employees assigned to picket duty by the Union shall be excused from work for that day, providing the employee properly advised their immediate Company supervisor at least two weeks in advance of their assigned day. Upon proper notification, the company will allow the employee to be off without being marked with a miss out or absence and may use accrued PTO. The Union agrees there will only be one day per employee per calendar year excused for picket duty. Only one employee will be allowed off per day.

Section 5.9 Drive

The Company agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to drive. Drive shall notify the Company of the amounts designated by each contributing employee that are to be deducted from his paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any work other than a week in which the employee earned a wage. The company shall transmit to Drive Nation Headquarters on a monthly basis, in one check, the total amount deducted, along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from

the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Company annually for the Company's actual cost for the expenses incurred in administrating the weekly payroll deduction plan.

ARTICLE 6- FULL PERFORMANCE, STRIKES AND LOCKOUTS

The Union and the employees agree not to engage in any job actions during the term of this contract, including but not limited to work stoppages, strikes, "sick-outs", or similar activities against the Company. Any Employee who violates this Article will be subject to discipline up to and including discharge.

The Company agrees that so long as this Agreement is in effect. There shall not be lockouts. The curtailing of any operations for business reasons shall not be constructed as a lockout.

ARTICLE 7- SENIORITY

Section 7.1 Definition

'Seniority' as used in this Agreement, shall mean length of continuous service. Employees protesting their seniority date must do so in writing to the Company and the Union within (30) thirty days of first knowledge. For the purpose of this Agreement, the term "seniority" shall be applied on the basis of job classification and then on a division-wide basis. Within the Maintenance Dept. Seniority shall be recognized by the length of service in such dept. Termination of seniority as used in the Agreement shall mean termination of employment.

Section 7.2. Termination of Seniority

Seniority of an employee shall be broken or terminated when he:

1. Quits;
2. Retires, or for any other legitimate reason;
3. Is discharged;
4. Is absent from work for a period of two working days without notifying the Company;
5. Fails to report for work at the close of his leave of absence unless prior approval from the company.
6. Is absent due to layoff for a period of one year;
7. Fails, following layoff, to return to work within five working days following receipt of notice of recall from layoff by certified mail sent to his last known address;
8. Is absent due to a disability for a period of eighteen months and twenty four months for a work related injury.
9. Accepts other employment during a leave of absence for any reason.

Section 7.3 Layoff

In all layoffs of the working force or recall after a layoff, seniority shall govern. Layoffs will be determined by seniority. Employees with the least amount of seniority shall be laid off first. In the event of lay off within the Maintenance Dept., job classification (level) shall govern sequence of layoff by seniority. However bump down process will allow more senior employee to exercise seniority in a lower classification (level) until the least senior person has been affected by such layoff. Recall of laid off employees shall be by inverse order of lay off. The Company shall send a list of all laid off employees to the Union.

Section 7.4 Application

Separate seniority lists shall be maintained by each department, and by job classification (level) within the department. The Company shall send a copy of the current seniority list to the Union quarterly, so as to identify new employees.

Drivers and Utility Persons may change their classification only with approval of the Company.

Mechanics may only be promoted to a higher level if they are both qualified and the Company has an opening in their higher level.

Section 7.5 Probation

New employees shall be on probation for a period of ninety continuous calendar days from the date of hire with the Company. As an alternative to termination, the Company may extend the probationary period an additional thirty calendar days to provide an additional adjustment period for new employees. During either of these periods, whichever one it may be, the probationary employee will have seniority from the date of hire. In the case of employees with the same date of hire, the date of release from training shall prevail. If the date of release from training is the same, seniority shall be determined by lottery. During the probationary period, the Company may, at its sole discretion demote, layoff, discipline, suspend, terminate or discharge probationary employees, and the Union agrees that neither the Union nor the probationary employee has recourse to grievance and arbitration procedures. Employees will have bid rights while on probation.

Section 7.6 Promotion Rights

Permanent Positions: It is agreed that an employee who is promoted an administrative, confidential or supervisory position shall at the discretion of the employee or the Company have the option to return to his former job, retain his seniority and privileges for up to ninety days in the line-up he left.

Temporary' Positions: It is understood by the parties that from time to time the Company may need to fill other positions that are not covered by this agreement on a temporary basis and that these temporary positions may be filled by bargaining unit employees. Those bargaining unit employees that accept a temporary position with the company may do so without sacrificing their unit seniority so long as that position does not exceed ninety (90) calendar days. During this time bargaining unit employees will still receive all contractual benefits.

A temporary position is identified as any period of time from one (1) day up to ninety (90) days. Once a temporary position has been fulfilled the employee cannot accept another temporary position for six (6) months.

If the temporary position is needed beyond the ninety (90) day time limit it can only be extended by mutual agreement between the Company and the Union.

The Company will post all openings whether permanent or temporary. Employees will be allowed a maximum of one promotion opportunity every six months for permanent and temporary positions. The company will notify the union of the date in and date out of both permanent and temporary promotions.

For purposes of establishing time limits within a permanent or temporary position; the start date will be the first day in the new position,

If a permanent open position becomes available, and an employee who has within the last six months held a temporary position, that employee if selected and accepts the permanent position has agreed to waive their rights to return to their seniority level within the bargaining unit.

ARTICLE 8-EMPLOYEE CLASSIFICATIONS

Section 8.1 Employee Classifications

Each employee covered by this agreement shall be placed in one of the following classifications. The classifications within this Article are intended only to provide a basis for determining the classification of an employee and shall not be construed as a guarantee to any employee of any specified number of hours of work.

Full-time employee: An employee holding a bid that is scheduled to work 32 or more hours in a work week.

Part-time, hourly, regular employee: An employee hired to work normally less than 32 hours in a work week, who may hold a schedule work assignment or who is available for work during periods of time mutually agreed upon with the Company (i.e. available for work mornings only, Monday through Friday).

Extra Board Driver; An employee utilized to fill any unassigned or open work shifts, but does not have a guaranteed work week.

The Company will not utilize more than one part time employee in the mechanics classification or Fueler washer category. Said employee shall not exceed a maximum of twenty nine hours per week.

The Union acknowledges the necessity to utilize part time employees; however the company shall not utilize more than 30% of the total driver's seniority roster for the purpose of part time labor.

Section 8.2 Subcontract/Temporary Work

The following employees are not considered a part of the bargaining unit. The Company has the right to subcontract certain maintenance/building maintained functions, which are not of normal daily functions of said departments.

Section 8.3 Job Classifications

- Vehicle Operator (Fixed Route Bus and Demand Access Responsive Transit): Full time, part time and extra board
- Dial-a-Ride Operator (DAR): Full time, part time and extra board
- Tire Person/ Utility Person
- Mechanic Levels (E Tech, A Tech, B Tech, C Tech) Full/ Part Time
- Fueler Washer, Janitor and Shelter Maintenance Helper: Full or part time

Job openings in the maintenance department will be posted within (72) seventy two hours for a period of seven days for bidding purposes. In the event an employee is promoted to a position within the Maintenance Dept. their overall company seniority shall govern starting rate of pay.

However seniority shall be defined as length of service in the Maintenance Dept. The Company shall provide the Union with classification requirements for "A" and "B" mechanics.

All current Maintenance employees shall attempt to obtain a CDL license as soon after ratification of this Agreement as practical.

After the effective date of this agreement, all Mechanics I Electronic Technicians must maintain a CDL as a condition of employment. There shall be an exclusion for a loss of license due to a verifiable medical reason or license suspension of 90 days or less.

Within the Dial-A-Ride classification, seniority shall apply for the purposes of bidding shift preference, route preference, days off, and available overtime opportunities. Dial-a-Ride start times may not be changed with the first four (4) hours of scheduled shift.

In all cases of promotion within the Maintenance Department, the Company will consider the following factors:

1. Knowledge, training, ability to perform the job, skill and efficiency;
2. Physical fitness;
3. Seniority, the Company endeavors to promote from within.

When factors 1 and 2 are equal, factor 3 (seniority) will prevail.

ARTICLE 9- WORK WEEK AND OVERTIME

Section 9.1 Application

The provisions of this Article are intended to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be constructed as a guarantee to any employee of any specified number of hours or work, either per day or per week.

Section 9.2 Duration

The workweek commences at 12:01 am Saturday and continues until midnight Friday night. No earlier than noon or when available. Paychecks will be distributed every other Friday as early as 12:00 noon. Direct Deposit Service is available for employees to have their pay directly wired to a bank account. Those who select the Direct Deposit Service will receive a nonnegotiable pay register biweekly summarizing their earnings.

Section 9.3 Work Weeks

A driver's time shall start when he reports to work at his designated starting time and shall end at the completion of his shift. Workweeks, with the exception of EB, will be:

1. Five (5) days, up to eight hours per day;
2. Four (4) days, up to ten hours per day

For EB, refer to Extra Board Rotation with this contract.

Section 9.4 Company Meetings

Employees shall be paid when required to attend Company meetings.

Section 9.5 Overtime

Time and one half shall be paid for:

- Hours in excess of eight (8) per day for employees working a five (5) day week;
- Hours in excess of ten (10) per day for employees working a four (4) day week;
- Hours in excess of forty (40) per week;
- Hours paid but not actual worked do not count towards calculation of overtime

Section 9.6 Assignment of Extra Work and Overtime

1. Employees desiring extra work or overtime shall indicate their availability by signing the Extra Work sign-up sheet in Dispatch. Employees indicating their availability for extra work by signing the sheet may not refuse work once assigned. Refusal of work will result in an occurrence under the Company's Attendance Policy. Employees may remove their name from the Extra Work sign-up sheet by 3:30 pm the day prior to assignment of work to be released from this provision. Employees who sign up for Extra Work but do not answer the phone or respond within twenty (20) minutes during the call window of 4:00pm — 7:30pm when called for work on the employee submitted contact number, or refuses work a combined total of three (3) times within sixty (60) days shall be automatically disqualified from Extra Work opportunities for ninety (90) days.
2. All work other than regular bids shall be offered to the EB/PT- operators and secondarily to those operators who have full time bid runs. DAR drivers will be assigned extra work for the DAR Extra Work Sheet according to seniority Drivers on the extra board in fixed route that do not get work on their regularly scheduled day to work may work in DAR ahead of drivers coming in on their days off. Drivers in DAR that do not get a work assignment on their regularly scheduled day to work and that is qualified will work before drivers on their days off.
3. Certain days during the workweek, Monday through Friday, are adjusted to Saturday or Sunday schedules by the transit agency. For those agency adjusted weekdays employing Saturday or Sunday schedules, such as President's Day and the Friday after Thanksgiving, an agency adjusted schedule driver sign-up sheet will be utilized. Those employees signing up for work, who are normally scheduled to work the day designated as a Saturday or Sunday schedule, will be given priority work assignments to facilitate coverage
4. Where no employee is available from the Extra Work Sheet, the work will then be offered to employees by seniority that have not signed on the availability list (beginning with employees not working the day the open work must be covered).

5. Where no employee is willing to perform the work, it may be assigned as mandatory work to the least senior available employee. Refusal of mandatory work will result in an absence under the Company's Attendance Policy. If an employee is required to work as explained above then that employee will be given the option of another day off without pay to be taken within a fourteen (14) calendar day period.
6. In an emergency situation (less than one and one half hours' notice), a driver from the extra work list, will, if available, be utilized first to perform the work if no unassigned (on duty) EB is available. If no driver on the list is available or able to report in time to take the work, any open work may be offered and assigned to any readily available senior driver willing to perform work.
7. When extra day overtime in the Maintenance Department is necessary, the Company shall staff their needs by seniority order of those qualified employees who signed the extra day overtime list. The Company will allow twenty (20) minutes for the volunteer to respond to the call. If there are not an adequate number of employees who volunteer to work the Company will offer overtime by seniority order. If the Company is still not able to fill positions, it shall be filled by mandatory inverse seniority.
8. Extra board drivers can work in both departments before using drivers on their days off.

Section 9.7 Holidays as defined by ARTICLE 12, Section A

If a holiday falls on an Employees scheduled bid employees shall receive holiday pay in addition to their regular pay. Time and a half shall be paid to employees who work a holiday outside of their normal bid. Holiday signup sheets will be provided for those who wish to work on the holidays if sufficient personnel sign up, ARTICLE 9, Section G applies.

Section 9.8 Waiver of Meal and Rest Period

The parties, MV Transportation Inc., Livermore Division, hereinafter the "Company" and Teamsters Local 70, hereinafter the "Union", recognize and agree that they have met and bargained regarding the subject of meal and rest periods for bargaining unit employees under the terms of the parties collective bargaining agreement. As a result of the good faith bargaining, this agreement reflects the parties agreement and is binding on them and the parties they represent and reflects the practice and understanding of the proper method of administration of meal and break periods at all times since the current collective bargaining agreement was entered into and will continue until changed as a result of future collective bargaining negotiations.

1. It is understood that the nature of providing transit service throughout the community often presents employees from being relieved of all duty for a thirty (30) minute uninterrupted meal period. The parties further recognize that their past practice with respect to meal periods does not violate any law, regulation or term of the collective bargaining agreement.
2. Union members who sign updated thirty (30) minute uninterrupted meal period waivers understand that if, in the future, they exercise their personal right to withdraw their agreement to take an on duty meal period, in writing, they will be able to only bid on open shifts that either have a split shift or require that they work less than a five and one half

hour (5-1/2) per day. The purpose of this bidding will be to provide them with a shift schedule which permits them to take a thirty (30) minute uninterrupted meal period or which does not require them to take a meal period. Individuals who choose to revoke an election to take an on duty meal period may also be assigned at the sole discretion of the Company, to the extra board if there are no open split shifts or shifts of six (6) hours or less so that their desire for an uninterrupted meal period can be accommodated.

3. The Company agrees to provide meal periods to meet the requirements of California law. The Company will comply with statute and the Union will encourage its members without negating their right to request an uninterrupted thirty (30) minute meal period that, it is in the best interest of employees and the communities they serve that they elect to take an on duty meal period and maintain signed waivers to that affect.
4. It is understood that employees are required to take an uninterrupted rest period of at least ten (10) minutes for every four (4) hour period worked. If a nature of a particular day's work-demands make, it appear, that an employee may not have sufficient time to take said rest period, the employee is required to notify management immediately of the possibility that there may not be sufficient time for this mandated rest period. The employee is required to take a rest break even if it means the employee will be late on their route.
5. The parties agree that all disputes concerning the parties, practice of meal and rest periods will be subject to the grievance procedure contained in the parties, collective bargaining agreement.
6. This accurately sets out the parties complete understanding of the matters covered and confirms that there are no presently existing violations relating to meal and rest periods.

ARTICLE 10- ASSIGNMENT OF WORK

Section 10.1 Route Bidding — Drivers/Maintenance Department

The final decision regarding work schedules is a management right held by the Company. The computation and preparation of work schedules shall be a joint venture between Transportation and a Run-Cut Committee comprised of no less than two (2) shop stewards and Designated Management Staff. The Company will ensure that all bids have at least two consecutive days off.

Bidding shall take place as follows:

1. Any employee off work due to illness or injury who does not have a return to work date of within thirty (30) days after the start of bid, will be assigned in their seniority order to the extra board for the duration of the bid period.
2. Regular and Extra Board assignments will be posted for all driver bids. And copies of the bids will be printed for those employees who request them.
3. A general bid for all regular runs shall be conducted a minimum of three (3) times per year. The bids shall be held during the fall, winter, and summer months.
4. Additional bids may be conducted anytime during the year to address budget or other administrative considerations.

5. It is recognized that the general bid will be held by the stewards on a day mutually agreed upon by the Company and the Union. The stewards will call each employee and get their bid for that bid cycle.
6. Bus Drivers will bid for their respective runs in order of seniority.
7. It shall be the responsibility of the employee to be available during the time and day of the bid. An employee who will not be available during this time frame must leave one proxy with a shop steward and one proxy with the Fixed Route Dispatcher.
8. In the event an employee does not leave a proxy or fails to appear at the designated bid time, they will be placed at the bottom of the seniority bid list for the duration of that bid.
9. Once a bid is given and accepted, the operator cannot rescind it.
10. Bidding done on the employee's time off is not time worked.
11. The bids will be posted seven days prior to the actual bid.
12. The Union shall conduct the bid, with a minimum of two Union Representatives. (The company will provide the facility to conduct the bids).
13. The bids results shall be given to the company immediately after the conclusion of the bid.
14. Bidding within the Maintenance Dept. will take place (2) times per year, once in January and once in July.
15. Bidding will be done by seniority for each level of classification within the Maintenance Dept.
16. All employees shall bid by seniority order. Employees shall be allotted three (3) minutes to bid.

Section 10.2 Extra Board Rotation

The purpose of the Extra Board (EB) is to enable the Company to provide reliable, uninterrupted service to the system's riders.

1. During the bidding process, drivers may select an extra board slot as their bid. There are no guaranteed hours for the extra board slot.
2. New drivers shall be added to the Extra Board if they are released to start driving in revenue service after the first day of the bid period.
3. Bid runs becoming open for more than fourteen (14) days shall be offered as a hold down to all EB.
4. The EB will be operated on a rotating basis throughout the duration of the bid period. The EB rotation shall advance daily by the number of EB operators who receive work of any nature. Each EB operator receiving work will on the following day drop in order to the bottom of the EB rotation. Should all operators in the EB rotation work any given day, the operator occupying the top of the rotation shall drop to the bottom of the rotation on the following day. The company will post the EB rotation on a daily basis.
5. All work other than regular bids shall be assigned primarily to the EB operators and secondarily to those operators who have regular bid runs.
6. Any open work shall first be offered to EB operators in the event the Company is unable to assign an EB operator to the open work, the Company shall assign the work in accordance with Article 9, Section F of the Labor Agreement.
7. Any open work shall first be assigned to Extra Board Drivers. EB drivers shall check in with dispatch between 5:00 pm and 7:00 pm each day to receive their work assignment for the following day, except that EB drivers shall check in with dispatch between 5:00 pm and

7:00 pm on Friday for work assignments on Saturday, Sunday and Monday. Failure to call in for and accept work assignments during the prescribed time period will result in reassignment of work, assignment to the bottom of the following day's rotation, and shall be considered an absence and the associated discipline shall apply.

Section 10.3 Shift Trading

It shall be understood that shift trades will be the sole responsibility of the employee, under the following guidelines:

1. Shift trades shall be initiated by submitting a Shift Trade Form (signed by the participating employee) to their supervisor; management requires at minimum (1) hours' notice, and shall be subject to management approval.
2. Trading of shifts between employees shall be an even trade, consisting of work for work. One-way trades where an employee wants that day off will not be approved. No employee shall receive overtime pay for a shift trade; except for shifts in excess of eight (8) pay hours as part of a five day work week or 10 pay hours as part of a four day work week. Trades must be completed within a consecutive fourteen (14) day period.
3. A bid operator trading with an EB will be allowed to do so only after an EB is assigned their daily schedule.
4. The Company shall note shift trades on the employee's payroll check stub.
5. Once the shift trade is approved, the employee agreeing to cover the shift assumes all responsibility for reporting for that shift.
6. Shift trades surrounding holidays shall not jeopardize holiday pay.

Section 10.4 Hold Downs

1. Bid runs becoming open for two (2) or more weeks due to illness, accident, PTO or LOA shall be offered as a hold down to EB Operators by seniority. If a driver calls off for consecutive 10 work days, their work can be put up for a hold down. Except for absence due to PTO, before returning to work the employee must give the company three scheduled work days' notice or work the extra board for three scheduled days, starting at the bottom of the board.
2. Hold downs shall be awarded to the most senior EB Operator that bids.
3. While an EB Operator is on a hold down they cannot bid on another hold down.

Section 10.5 Elimination of Routes

Drivers who are displaced by the elimination of routes by the client shall be offered any routes, in descending order of seniority.

Section 10.6 Work Schedules — Maintenance

The computation and preparation of work schedules is a management right held by the Company. As necessary due to changes in the work demand or service schedules, a committee made up of the Maintenance Managers, and the Shop Stewards. The committee will develop, prepare and post a work schedule to include identifying the number of employees in each classification/level necessary during each shift. Members of the maintenance department shall then bid on these schedules by seniority within each classification/ level.

ARTICLE 11- ATTENDANCE POLICY

Section 11.1 General Policy

Employee attendance directly impacts service quality, employee morale, and other areas of operating efficiency. If an employee is absent or late to work, others must become responsible to ensure that service to the community continues uninterrupted. Because our business is to provide on-time service to the community, and because small increments of time are so critical to the provision of service, it is imperative that employees are reliable and provide adequate advance notice when they call in sick.

The Company has developed an attendance policy, which provides reasonable time off for employee illness. Regardless of the cause of absence, employees will not be retained, if their absenteeism is excessive. Employees are expected to manage their time off and schedule personal matters during their off time.

1. Reporting Off Work/Calling In:

All employees, when reporting off work must call in and notify dispatch or designated supervisor at least two hours prior to their scheduled report time. Employees who know they will be ill should notify dispatch the day before, if at all possible. Late Arrival / Early Out

A late arrival is defined as an employee reporting for work more than one minute late any time after their shift is scheduled to begin, up to fifteen (15) late. If an employee reports to work more than fifteen minutes late, they will be considered absent. Operators who report to work sixteen (16) or more minutes late may be assigned work, If the operator is assigned work, he I she will be charged with late arrival rather than an absence. However, in the event an employee is late due to extenuating circumstances beyond their control (i.e. an act of God, being involved in an accident or road closure) the employee will not be charged with a late arrival or absence.

An operator who reports late may, at the discretion of the company, have his/ her work for the day assigned to the EB and he may be required to sit EB for the remainder of the shift.

2. Absence/Occurrence, Early Out Policy

An absence is defined as the failure of an employee to report for work when regularly scheduled, or mandated as required per ARTICLE 9, Section F, Assignment of Extra Work and Overtime of this Labor Agreement, or reporting for work more than fifteen (15) minutes after the scheduled report time and not being utilized for work. An early out is defined as an employee leaving work prior to the completion of a scheduled shift. Two instances of an unexcused early out in a three-month period will be considered an absence.

An employee's that calls in at least two hours prior to the start of his/her shift, is counted as one occurrence. Four (4) consecutive days off during an absence will be charged as a single occurrence. Absences of five or more consecutive days for illness or non-worker's compensation injury shall require a physician's note verifying treatment and ability to return to duty in order for said absence of (5 days) or more to qualify as one (1) occurrence. Ten (10) occurrences within a rolling twelve (12) month period will be deemed excessive absenteeism and result in discharge.

Excused absences: personal day off without pay approved by the General Manager or his/her designee; jury duty; Occupational Injury; any verifiable court summons Any period of absence qualifying for FMLA/CFRA; Conditions qualifying for SDI. Any illness or injury, which requires hospital admission, will not count as occurrences.

If accrued, employees will be allowed to use PTO up to Four (4) call in days per calendar year before discipline under the attendance policy may be administered. Employees utilizing the "4" day call-in" provision must notify management at least two hours before their start time of their absence.

Employees will receive the following forms of discipline for attendance:

7th occurrence	Verbal Warning
8 th occurrence	Written warning
9th occurrence	Final Written Warning
10 th occurrence	Intent to suspend / terminate

3. Absence Without Leave (No Call/No Show)

An employee who fails to report for work and fails to notify the Company of his status is considered a no call/no show. An employee who is a no call/no show for one day will incur two (2) occurrences and be subject to further disciplinary action. Two instances of being a no call/no show in a rolling twelve (12) month period will result in discipline up to the level of intent to discharge.

No Call/No Show is defined as no, communication with the Company within the first four (4) hours of the employee's scheduled shift or by the end of their shift whichever is sooner.

An employee who is a no call/no show for two or more consecutive days without notification to the Company will be subject to discipline up to the level of intent to discharge.

Clean Slate

If an employee goes "occurrence" free for a consecutive six (6) month period, their attendance record will be wiped clean and the employee will start fresh.

ARTICLE 12- HOLIDAYS AND PAID TIME OFF (PTO)

Section 12.1 Holidays

Full time, hourly, regular employees will be eligible to receive pay for the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Birthday
Labor Day	Day after Thanksgiving

Employees must use their birthday holiday within the pay period it falls in.

Calculation of pay: Employees shall be paid at the employee's straight time hourly rate multiplied by their regular scheduled hours for that work day. If the holiday falls on an employee's regularly

scheduled day off, the pay will be based on the number of hours of the employees bid that day. If an employee works on a holiday outside of their normal bid schedule all hours worked on the holiday will be paid at the rate of time and a half.. EB drivers will be paid the average of straight hours worked per day in the preceding two-week period.

All part-time employees at ratification will be grandfathered in for holiday pay, effective January 1st, 2017

Eligibility Work Requirements: Employees must work their last scheduled workday preceding the holiday and the first scheduled work day following the holiday in order to receive holiday pay. Exceptions are as follows: funeral leave, disability/medical leave, jury duty and PTO. Assignment of holiday work will utilize Article 9, Section F. Employees will not be paid on a holiday that falls on a personal leave of absence. Should a holiday fall within an employee's approved PTO block, the employee will not be paid holiday pay; however, he shall receive an additional PTO day.

Section 12.2 Paid Time Off (PTO)/ Vacation

1. PTO shall accrue for all current employees at the following rates:

<u>SENIORITY</u>	<u>RATE PER</u>	<u>ANNUAL EQUIVALENCE @ 2080 HRS/YR</u>
0 — 36 months	0.0385	80 Hours
37 — 60 months	0.0615	128 hours
61+ months	0.0808	168 hours

Paid hours shall include all hours paid on the employee's paycheck, including regular hours, overtime hours, holiday hours and PTO. New employees on probation shall accrue PTO during their probationary period, but will not be allowed to take PTO until after they have been released for probation. Employees hired after ratification of this Agreement must work full-time for six (6) months before becoming eligible for benefits contained in this Article.

2. Employees may PTO days per calendar year once accrued to be used as sick days. Sick days shall be a subclass of PTO and not constitute additional PTO days. Additionally, PTO days that are used as sick days shall not exempt an employee from the holiday pay eligibility work requirements.
3. Employees shall be able to use accrued PTO as soon as the pay period after it is accrued. However only a maximum of seven PTO days per calendar year shall be allowed as an excused absence under the attendance policy. All PTO taken will be paid at the current rate of pay for that employee, and the hours taken will be deducted from the employee's accrued total.
4. Employees may cash any accrued PTO over 20 hours during each designated cash out period up to a maximum of 50 hours per period. Cash out shall occur only during the following months of January, April, July and October for each calendar year. Employees must submit cash out request five (5) days prior to the end of the pay period. PTO cash out amount will be included on the pay check for the period requested.

5. At no time shall an employee accrue more than 240 hours of PTO. The employee must either take time off if 240 hours are accrued, or PTO hours in excess of 240 hours will be paid on the employee's paycheck.
6. Bid weeks of PTO may be switched to an open week with prior approval, from the company. Employees may trade bid blocks of PTO with other Employees within the same depth, upon prior approval from the company.
7. A PTO bid will be instituted for each contract year. The Company will post a memorandum three weeks prior to the PTO bid, alerting all employees of the upcoming PTO bid. Only PTO will be scheduled and only for eligible periods. After the initial bidding period, all blocks not already filled will be available on a first come, first served basis. No less than five (5) operators, one (1) mechanic and one utility employee shall be allowed to bid the same week. PTO bid procedure; refer to Article 10, Section A.
8. PTO must be taken in units of not less than one day.
9. An employee may not work outside employment while on PTO.

Section 12.3 Limitations to Number of Employees Taking Paid Time Off

The Company reserves the right to limit the number of employees taking paid time off at any time to 5% of the work force, however this number shall not fall below a total of five (5) fixed route operators, one (1) mechanics, one DAR, one utility employee on any given day during the contract year. An exception to these limits may be if the employee produces acceptable documentation of a personal or family emergency or medical excuse from a physician. The General Manager or the Operations Manager, at his discretion, may require such documentation. Under these circumstances, the employee may be allowed to take a PTO day with management approval. It is further understood that employees taking off for a birthday holiday shall not be calculated in the minimum number of employees off at any one time, Employees wishing to take their birthday off must notify the Company at least two (2) weeks prior to the requested date off.

ARTICLE 13- WAGES

DRIVERS

	July 1, 2016 Year 1	July 1, 2017 Year 2	July 1, 2018 Year 3	July 1, 2019 Year 4
			7/1/2018	
Training	Min Wage	Min Wage	Min Wage	Min Wage
Start	\$ 15.00	\$ 15.00	\$ 17.00	\$ 17.26
1 Year	\$ 15.15	\$ 15.30	\$ 17.75	\$ 18.02
2 Year	\$ 15.45	\$ 15.50	\$ 18.25	\$ 18.52
3 Year	\$ 15.60	\$ 15.76	\$ 19.01	\$ 19.30
			6/1/2018	
4 Year	\$ 18.75	\$ 18.90	\$ 19.85	\$ 20.15
5 Year	\$ 22.56	\$ 22.79	\$ 23.93	\$ 24.29
6 Year	\$ 23.70	\$ 23.94	\$ 25.14	\$ 25.52
20 Plus	\$ 24.27	\$ 24.51	\$ 25.74	\$ 26.13

“A” TECHNICIANS

	7/1/2016	7/1/2017	7/1/2018	7/1/2019
Minimum Rate	\$ 24.96	\$ 25.46	\$ 25.97	\$ 26.36
1 Year	\$ 24.96	\$ 25.46	\$ 25.97	\$ 26.36
2 Year	\$ 28.46	\$ 29.03	\$ 29.61	\$ 30.05
3 Year	\$ 29.24	\$ 29.82	\$ 30.42	\$ 30.87
4 Year	\$ 30.44	\$ 31.05	\$ 31.67	\$ 32.15
5 Year	\$ 35.35	\$ 36.06	\$ 36.78	\$ 37.33
20+	\$ 35.92	\$ 36.64	\$ 37.37	\$ 39.07

“B” TECHNICIANS

	7/1/2016	7/1/2017	7/1/2018	7/1/2019
Minimum Rate	\$ 21.20	\$ 21.62	\$ 22.05	\$ 22.38
1 Year	\$ 21.60	\$ 22.03	\$ 22.47	\$ 22.81
2 Year	\$ 22.10	\$ 22.54	\$ 22.99	\$ 23.38
3 Year	\$ 22.64	\$ 24.56	\$ 24.90	\$ 25.27
4 Year	\$ 24.56	\$ 26.02	\$ 26.54	\$ 26.94
5+ Year	\$ 28.15	\$ 28.71	\$ 29.29	\$ 29.73
20+	\$			

FUELERS

	7/1/2016	7/1/2017	7/1/2018	7/1/2019
Training	\$ 10.00	\$ 10.50	\$ 11.00	\$ 11.50
Minimum Rate	\$ 12.00	\$ 12.24	\$ 12.48	\$ 12.67
1 Year	\$ 12.30	\$ 12.75	\$ 13.50	\$ 13.70
2 Year	\$ 12.60	\$ 13.50	\$ 14.00	\$ 14.21
3 Years	\$ 13.00	\$ 13.75	\$ 14.50	\$ 14.72
4 Years	\$ 14.00	\$ 14.50	\$ 15.00	\$ 15.23
5 Years+	\$ 16.99	\$ 17.33	\$ 17.85	\$ 18.12
20+				

TIRE UTILITY

	7/1/2016	7/1/2017	7/1/2018	7/1/2019
Minimum Rate	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.24
1 Year	\$ 15.75	\$ 16.25	\$ 16.75	\$ 17.00
2 Year	\$ 16.50	\$ 17.00	\$ 17.50	\$ 17.76
3 Years	\$ 17.25	\$ 17.75	\$ 18.25	\$ 18.52
4 Years	\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.29
5 Years+	\$ 19.62	\$ 20.01	\$ 20.41	\$ 20.72
20+				

ARTICLE 14- HEALTH AND WELFARE

- Employees shall become eligible to participate in the plan as defined in this Article on the first (1st) day of the month following sixty (60) days of employment with the Company.
- For purposes of this section a “Qualified Employee” is defined as an employee who is performing work covered by the terms of this Agreement and who is working an average of thirty (30) hours a week.
- The Employer will contribute to the Trust in accordance to this Article for each Qualified Employee following sixty (60) days of employment with the Company. The parties agree that initial eligibility under the Trust for each Qualified Employee shall be provided in accordance with the provisions of the ACA.

Premiums:

The employer agrees to make monthly contributions to the Teamsters Managed Health and Welfare Trust for all qualified employees as provided in the section, for the length of the contract.

- Company and employees will split the difference of the increase in premium amounts each contract year

See EMHCT -2.80% *

The company and the union agree that the employer contributions in this article are minimums, and that the company will contribute to the cost of employee only medical coverage as determined by the Affordable Care Act.

Effective upon ratification of this Agreement the following Medical Plans shall be made available to eligible employees:

- Medical Plan M511
- Dental Plan DI Life
- Plan L10

EMHCT	2015 Total Monthly Cost	Monthly Co. Contribution	Employee's cost per Paycheck
Employee Only	\$714.00	\$642.60	\$35.70
EE + 1	\$1,395.00	\$1,185.75	\$104.63
EE + 2 or more	\$1,987.00	\$1,589.60	\$198.70
EMHCT-2.80% inc	2016/17 Total Monthly Cost	Monthly Co. Contribution	Employee's cost per Paycheck
Employee Only	\$734.00	\$652.60	\$40.70
EE + 1	\$1,434.00	\$1,205.25	\$114.38
EE + 2 or more	\$2,042.00	\$1,627.10	\$207.45

Difference			
EMHCT-1.40% each	2016/17 Total Monthly Cost	Monthly Co. Contribution	Employee's Additional cost per Paycheck
Employee Only difference	\$10.00	\$0.00	\$5.00
Company employee only difference		\$10.00	
EE + 1	\$19.50	\$0.00	\$9.75
company EE +1 difference		\$19.50	
EE + 2 or more	\$37.50	\$0.00	\$18.75
Company EE + 2 or more		\$37.50	

Effective upon ratification of this Agreement the following Medical Plans shall be made available to eligible employees:

All active eligible employees who have currently waived (opted out) the company health plan, may continue to waive health care coverage under the Trust Fund. Those employees may enroll in the Trust Fund only during the annual open enrollment, which is based on the employer's initial effective date with the Trust Fund. In the occurrence of a "life event," (i.e. newly married, newborn or loss of coverage from other insurance) the employee may enroll in the Trust Fund on the first of the month following the date of the qualifying event. Once enrolled, the employee must continue to remain in the Trust Fund for the duration of the agreement.

This provision only applies to current employees who have opted out of the company plan. All other active eligible employees who are currently enrolled in the company plan must also enroll in the Teamsters Managed Health Care Trust Fund. Additionally, all future new hires must be reported to and enrolled in the Trust Fund.

ARTICLE 15- RETIREMENT

Effective July 1, 2016, the Company will fund an hourly retirement contribution to the Western Conference of Teamsters Pension Plan.

<u>Effective Date</u>	<u>Basic rate</u>	<u>Peer 84 rate</u>	<u>Total contribution</u>
Current	\$0.00	\$0.00	\$0.90
July 1, 2016	<u>\$0.94</u>	<u>\$0.06</u>	<u>\$1.00</u>
July 1, 2017	<u>\$0.99</u>	<u>\$0.06</u>	<u>\$1.05</u>
July 1, 2018	<u>\$1.08</u>	<u>\$0.07</u>	<u>\$1.15</u>
July 1, 2019	<u>\$1.36</u>	<u>\$0.09</u>	<u>\$1.45</u>

Probationary Employees:

For probationary employee's the employer shall pay an hourly contribution rate of ten cents (\$0.10) during the probationary period not to exceed a period of ninety (90) calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in this Article.

After the expiration of the probationary period as defined in Article 7 Section E; the contribution rate shall be increased to the full hourly contribution rate as stated above.

The Company shall pay into the Western Conference of Teamsters Pension Plan for the account of each employee working under this Agreement. The Company shall fund each employee's account for each compensated all compensable hours up to one hundred sixty (160) hours per month in months containing two pay dates and maximum of two hundred forty (240) hours in months containing three pay dates.

Benefit time paid for but not worked, such as holidays and PTO vacation shall be considered as time worked for the purpose of this Article.

Supplemental 401K:

The company will offer an IRS Section 401K deferred compensation plan with a company contribution. New employees will be eligible to participate in the plan on the first day after completing their 90-day probationary period. The company agrees to pay the monthly operational fee of \$4.00 per month and to provide the following hourly pre-tax contribution to a supplemental 401K plan based on the following employee pre-tax contribution during the specified time periods of this agreement.

Company Contribution	.30 per hour for the duration of the Agreement
Minimum Employee Contribution	.60 per hour for the duration of the Agreement

Management will assist employees in calculating percentages of gross wages or refer employees to a representative from the 401K administrators.

ARTICLE 16- UNIFORMS

Section 16.1 Provisions of Uniforms

All drivers will be issued uniforms as approved by the client upon completion of training. Mechanics will be supplied with work clothes, cleaned and repaired. And Company shall also provide jackets as part of their uniforms.

Section 16.2 Uniform Replacement

The Company agrees to replace uniforms as needed due to normal wear and tear.

Section 16.3 Care and Maintenance

Care and maintenance of uniforms will be the responsibility of the driver. Cleaning of mechanic's work clothes will be the responsibility of the Company.

Uniforms or work clothes damaged through carelessness are to be replaced at the employee's expense. Uniforms provided by the Company shall remain the property of the company and shall be turned in when an employee terminated his employment. The cost of items not returned shall be deducted from the employee's last pay. This provision shall include all other items supplied to the employee in the performance of his duties, including company issued transfer punches.

Section 16.4 Changes

The company or the client may make uniform design and for changes. These changes shall become a part of the uniform requirement.

Section 16.5 Wearing of Uniforms

Uniforms must be worn while on duty. Uniforms may be worn to and from work, but may not be worn while off duty or while participating in any other activities. Employees reporting for work out of uniform or in unclean or otherwise unapproved uniforms will be charged with a miss out and may be subject to additional discipline.

Section 16.6 Company Provided Items

Except as stated in this Agreement, the Company reserves the right to set the uniform policy. The company shall provide each driver/Maintenance Personnel with an initial issue of uniform to include:

5 Shirts — either long or short sleeved

5 Slacks

1 Jacket

Shirts and Jackets will have appropriate Wheels and Company patches attached.

Section 16.7 Authorized Items

1. Ties are optional, but must be navy blue in color.
2. Baseball type caps or berets may be worn and must be navy blue. Caps may not have other insignia or patches attached.
3. The Company approved, sweater or sweater vest may be worn. Employees desiring to wear a sweater may obtain it from the uniform supplier at the employee's expense.
4. Shoes are the responsibility of the employee. Driver's shoes must be black, or navy blue, with an arch support, closed toe and heel, heels may not exceed one inch in length.
5. Employees shall be permitted to wear one official union button on their uniform (not on the hat or beret). Buttons shall not exceed one inch in diameter. Only pre-approved buttons may be worn.
6. New drivers are required to wear a plain White or blue shirt, or blouse, and plain blue, black or gray slacks (no jeans) until official uniforms are issued.

Section 16.8 Specialized Equipment

The Company will provide the following departments with rain gear equipment (1) DAR Operations (2) Utility Rain gear provided will be shared by personnel in their respective departments. An area will be provided where employees can store rain gear when not in use.

Additionally, the Company agrees to provide DAR Operators one (1) back support to each employee and knee pads upon request.

The Company will provide a computer generated map quest print out of each established route for drivers upon request.

Section 16.9 Tool Insurance

The Company agrees to provide mechanics with tool insurance against loss by fire, vandalism and documented theft. Coverage does not include breakage, gradual deterioration, unexplained loss or mysterious disappearance.

Employee must have a current and complete tool inventory on file with the Maintenance Manager, General Manager and the Union. The employee must report thefts immediately. A police report and a copy of the employee's tool inventory must accompany claims forms.

The Company will reimburse for the full current replacement value of all tools, provided the mechanic has the item listed on the inventory held in their personnel files with the Company. All claims for tools must be made within 24 hours of knowledge of loss.

Section 16.10 Tool Allowance

The company will provide an annual tool, safety equipment and shoes reimbursement to all mechanics that have at least one year of seniority. Furthermore all flashlight batteries rechargeable, (AA, AAA, 9volt, C, AND D BATTERIES ONLY), chemicals, expendables and specialized tooling equipment w provided for by the Company. Such allowance shall be used exclusively for the purchase of tools and safety equipment to be used in the performance of their required mechanic duties. The allowance shall be paid equally on a quarterly basis. (January, April, July, October)

Tool allowance shall be paid in quarterly increments of \$237.50 for each year of the contract. (\$950 per calendar year)

ARTICLE 17- LEAVE OF ABSENCE

Section 17.1 Family and Medical Leave

The Company agrees to comply with its obligation under the provisions of the Family Medical Leave Act of 1993 and the California Family Rights Act of 1991 as amended. The summary of these acts shall be posted.

The Company shall provide up to twelve (12) weeks of unpaid, job protected leave to eligible employees for certain family and medical reasons. Employees are eligible if they have worked for the Company for at least one (1) year and for 1,250 hours over the previous 12 months.

Unpaid leave shall be granted for any of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, or daughter, or parent who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or Company's option' PTO may be substituted for unpaid leave.

The employee whenever possible is required to provide 30 days advance notice when the leave is "foreseeable." The Company may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the Company's expense). Taking of leave may be denied if either of these two requirements is not met.

For duration of the FMLA leave, the Company shall maintain the employee's health coverage under any Company benefit plan. If upon return from FMLA leave, an employee shall be restored to their

original or equivalent position with equivalent pay, benefits, and other employee terms, except as allowed by law. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

If an employee has been off work on FMLA leave because of a serious health condition, the employee, prior to returning to work, must furnish the Company (in writing) with a fitness for duty report, signed by a physician and certifying that the employee has the physical ability to work on his regular job at least one (1) day prior to his expected date of return.

Section 17.2 Personal Leave

The purpose of a personal leave of absence is to provide unpaid time off work for an extended period of time for a legitimate reason, such as emergency or hardship, and not simply for personal convenience or vacation. Personal Leave may not exceed thirty (30) days. Additional time may be granted upon mutual agreement between the Company and the Union.

Section 17.3 Insurance

Employees on personal leave shall be given the opportunity to remain in the group insurance programs; however, the employee will be responsible for paying all premiums. Should an employee fail to pay premiums by the date of established by the Company, or fail to make arrangements for payment shall be dropped from the policy.

Section 17.4 General

All leaves of absence are unpaid time off work. During the period of leave, an employee may not accept employment elsewhere; acceptance of employment elsewhere shall be grounds for discharge.

Any employee who fails to return to work on his first scheduled working day following the last day of approved leave, shall be discharged, unless prior arrangements have been executed between the Companies General Manager, Employee and the Union.

The limitation on all leaves of absence will be for a period of twelve (12) weeks in any twelve-month period, unless previously agreed upon, as stated above.

Section 17.5 Bereavement Leave

A full time, hourly, regular employee assigned to a classification covered by this Agreement shall be granted up to three (3) days off with pay for the purposes of arranging for or attending the funeral/services of a member of his immediate family. For purposes of this section, immediate family shall be defined as spouse, mother, father, brother, sister, brother-in-law, sister-in-law child, step-child, current mother-in-law or father-in-law, grandparent or grandchild, common law partner, foster children. The Company will provide a registry session each year in September in which employees must register the full names of common law spouses and foster children. The Company shall have the right to require proof of the death of the relative. Funeral leave pay shall be paid according to the regularly scheduled hours of the employee's workweek. Employees not holding a regular run shall be paid accordingly to the average straight-time hours per day that the employee worked over the preceding two (2) weeks.

Section 17.6 Jury Duty

1. **Eligibility:** In order to be eligible to receive benefits under this Article, an employee must immediately notify the Company if the receipt of a summons or notice to appear for jury duty. The employee will cooperate with the Company in requesting a postponement for the Company's legitimate business needs.
2. **Calculation of Pay:** An employee required to complete jury duty shall, subject to paragraph 1 of this section, receive pay at his base straight-time rate of pay time the hours he would normally have worked (for full-time Extra Board drivers, the daily pay shall be based on the average number of hours worked for the past two weeks), up to a maximum of twenty-five (25) days.
3. **Earnings:** Employee must turn over to the Company any earning received as a juror. No pay shall be made for jury service on an employee's regular day off or during any other leave of absence,

Section 17.7 Education and training (Maintenance)

1. ASE Certification: Company will reimburse the cost of the tests for passing grades only. ASE Certification will be used as a consideration for promotions as well as company tests, additional formal and in-house training. All mechanics should endeavor to obtain Master ASE Certification for Medium and Heavy Duty Vehicles.
2. Company will reimburse mechanics the cost of tuition only for pre-approved classes. Mechanic must obtain passing grade for reimbursement.
3. Training Programs: Each mechanic will have at least one opportunity per year for additional training.

ARTICLE 18- SAFETY

Section 18.1 General

The Company and the Union recognize the importance of adequate provisions for the protection of the health and safety of employees and the public, and will mutually make every reasonable effort to improve hazardous working conditions as they become apparent.

The Union agrees that it will encourage its members to cooperate with the Company in reporting conditions that might be unsafe, and to do all in their power to make the Company's property and equipment safe, sanitary and dependable. Drivers of buses shall be required at all times to keep the interior of their buses clean.

Section 18.2 Safety Training Meetings

All employees are required to attend the bi-monthly safety training meetings as a part of their job and shall be paid for the actual time spent at the training meeting, with a minimum of one two (2) hour's pay per meeting, providing the employee attended at least three quarters of the meeting. As attendance at safety training meetings is a legal requirement to maintain VTT credentials, employees shall be solely responsible for meeting the minimum requirements necessary to renew a VTT certificate. Only those employees who work for the Company during all three meetings in any given month shall be eligible to attend a makeup meeting with pay.

The maintenance department shall conduct separate, maintenance specific safety training meetings monthly. These meetings will be mandatory. Maintenance employees shall on occasion be required to attend combined, general information meetings with operations.

Safety meetings will be held bi-monthly, the Company will attempt to hold the safety meetings on the 3rd Wednesday of each that month. The Company will have the authority to change the date of these meetings should a need arise. The Company will notify the employees one week in advance when feasible of a change in the safety meeting schedule.

Section 18.3 Safety Committee

The Company shall maintain a Safety Committee comprised of two (2) employees from the bargaining unit, two (2) Company representatives. The function of the Safety Committee is to review unsafe conditions, consider safety complaints and recommendation, review accidents, to provide input on safety controls and assist in communicating those to all employees. When reviewing accidents, the Safety Committee shall utilize the National Safety Council guidelines in recommending whether or not the accident was preventable. The Company has full authority to assign preventability to all accidents. While the Safety Committee has a responsibility to review accidents, their conclusion will be non-binding.

Bargaining unit representatives shall be elected by popular vote. Nominated representatives (and their alternatives) shall have had no preventable accidents during the previous twelve (12) month period.

The Safety Committee shall convene after the monthly safety training meetings pursuant to Section B Safety Training Meetings.

Section 18.4 Equipment Safety

Employee shall immediately, or at the end of their Shift, report all equipment defects on their Daily Vehicle Inspection Report (DVI). The Company shall not require any employee to take out vehicles that are unsafe, and no driver shall be instructed to drive a vehicle in violation of State or Federal law. The final determination as to whether the equipment is in safe operating condition will be made by the Maintenance Department. DVI pre trips will be allowed twelve (12) minutes.

Section 18.5 Accident Prevention Policy

Full details of this program are covered in this policy. In the event an employee is involved in a preventable accident within a rolling nine-month period, the Operations Manager and the Safety Manager may take the following corrective and/or disciplinary action subject to review. A rolling twelve 12 Month period is defined to begin at the date of an initial preventable accident. In the event that the Operations Manager and/or the Safety Manager are unavailable, the General Manager will complete the review.

First Accident:

The following corrective and/or disciplinary action will be taken:

1. Written warning from the supervisor that will include future action if the employee has a second preventable accident within the same twelve 12 Month period. A copy of this letter

will go in the employee's personnel file, as well as to the Local Union, the Operation Manager, the Safety Manager, and the Safety Committee.

2. A driver evaluation test will be given.
3. Two (2) points will be assessed to the employee for a 1st preventable accident. In order for two points to be assessed for a first preventable accident, the total cost to repair damage sustained must be documented for more than \$1000.00. If repair sustained is less than \$1000.00, then one (1) point will be assessed. For the purposes of the labor costs, if the repairs are made in house, a weighted average of the wages of the existing mechanic staff will be used.

Second Accident:

In the event an employee is involved in a second preventable accident within any twelve (12) month period, the following corrective and/or disciplinary action will be taken:

1. Intent to suspension without pay.
2. The supervisor will warn the employee and advise the Union that another preventable accident within the same twelve 12 Month period will result in discipline up to and including discharge.
3. Upon return to work, the employee may be sent to company designated doctor for physical examination. Additional classroom and field training will be given prior to the employee driving a company vehicle. The date for this training will be determined prior to the suspension
4. Two (2) additional points will be assessed for a second preventable accident within any twelve 12 Month period.

Third Accident:

In the event an employee is involved in a third preventable accident within any twelve (12) month period, the following action will be taken:

1. Two (2) additional points assessed for a preventable accident.
2. Intent to Discharge when employee reaches six (6) or more points.
3. The Operations Manager and the Safety Manager will conduct a review, including the employee's length of service and accident history to determine the final action to be taken. In the event that the Operations Manager and/or the Safety Manager are unavailable, the General Manager will make the final decision.
4. In the event that an employee grieves their discharge due to an accumulation of six (6) or more points under this policy the employee may seek remedy through the grievance procedure.

Major Accidents:

Any Major Preventable Accident that occurs as a result of gross driver negligence may result in immediate termination.

1. All applicable items violated under Article 21 Section B of the collective bargaining agreement will result in immediate termination;
2. Operating a company vehicle in a reckless manner which endangers the lives and or property of others will result in immediate termination;
3. Any Major Preventable Accident that occurs that is not deemed by the Company to be a result of gross driver negligence will incur the following corrective and/or disciplinary action:
 - a. Assessment of five (5) points. Per this policy, accumulation of 6 points will result in intent to terminate
 - b. Reasonable suspension without pay;
 - c. The Supervisor will warn the employee and advise the Union that another preventable accident within the same twelve 12 Month period will result in discharge;
 - d. Upon return to work, the employee may be sent to a Company designated doctor for physical examination. Additional classroom and field training will be given. The date for this training will be determined prior to the suspension.
 - e. Assessment of five (5) points. Per this policy, accumulation of 6 points will result in intent to terminate
 - f. Reasonable suspension without pay;
 - g. The Supervisor will warn the employee and advise the Union that another preventable accident within the same twelve 12 Month period will result in intent to discharge;

Section 18.6 Drug and Alcohol Policy

The Company and Union agree to abide by the MV Transportation, Inc. Drug and Alcohol Policy adopted February, 2011, or any subsequent versions. The Drug and Alcohol policy is contained in the MV Employee Handbook.

Section 18.7 Cell Phone Use

1. Infractions committed under this Policy shall apply to all operators of passenger / shuttle vehicles and coaches - including all drivers, mechanics, fueler / washers, and utility personnel. Violations of this Section may result in the following disciplinary action:
 - First Offense: Final Written Warning
 - Second Offense: intent to Terminate
 - Having an accident or safety incident while in violation of this Article shall be just cause for immediate termination.
 - The terms of this Article shall be governed by a twelve (12) month rolling calendar.

2. Any use of cellular telephones and other personal communication devices which include hands-free devices (e.g. Bluetooth, Blackberries, Pagers, and Text Messaging devices) during the operation of a company vehicle is prohibited. Company vehicle is defined as any vehicle designed or used to transport passengers. (e.g. Busses, Cars, Vans, Trucks)
3. Cellular telephones and push to talk communications devices may be used only when they do not pose a risk to safe driving. The vehicle must be in a safe location, in park, and emergency/parking brake engaged.
4. When the Company Vehicle is secured the use of cellular telephones is permitted and should be limited to break or meal periods.
5. The use of cellular telephones for personal calls during your working hours is discouraged, but in the event that there is a need, the use of electronic devices should not cause delays of schedules.
6. If it becomes necessary to use a cellular telephone in a bona fide emergency situation, and where permitted by law, employees must pull over, park in a safe location and secure the vehicle prior to using a cellular phone.

ARTICLE 19- MISCELLANEOUS PROVISIONS

Section 19.1 Customer Rights

Termination of Transportation Services Contract: If the transportation services contract between MVT and Livermore Amador Valley Transportation Authority (LAVTA), to provide service terminates for any reason, this agreement may continue to resolve disputes pending at the time of termination including arbitration. If LAVTA awards a contract for the services now provided by MVT to another transportation provider, the new company will assume the position as the company as referred to in this contract. MVT will notify the union of the name, address and representation of such other transportation provider, if known.

Rights of Customers: Nothing in the agreement is intended or shall be construed to change, limit, modify, restrict or in any way alter the duties or obligations owed by MVT to LAVTA or the passengers nor the rights and privileges of LAVTA under the transportation services contract referenced in Section 1 of this article.

Section 19.2 Physical Examinations

All employees shall promptly comply with physical, mental or other examinations required by State or Federal law. The Company may, with reasonable cause and at its own expense, require physical examinations of an employee to determine the physical fitness of said employee for continued employment. If it believes an injustice has been done an employee, the Union may have the employee reexamined by the employee's doctor. The Company shall not be responsible for the costs of the reexamination. If the two (2) physicians disagree, they shall mutually agree upon a third board certified physician whose decision shall be final. The expense of the third physician shall be divided between the Parties.

The Company shall compensate the employee two (2) hours at the straight time rate, not overtime, for time involved in taking the examination. The Company will also pay for, but-not and compensate the employee two (2) hours of straight time pay for taking the biannual physical examination required by the State to retain the Class B driver's license. Employees shall be required to see a Company doctor for any required DOT physical examinations.

Section 19.3 Telephones and Communication

All employees must furnish the Company with a telephone number where the employee may be reached by telephone, as well as with their address. The employee is responsible for notifying the Company in the event of a change in telephone number or address within three (3) days of change.

Section 19.4 Maintenance of Sanitary Facilities

The Employer agrees to maintain clean, sanitary washroom and toilet facilities Section G. Successors and Assigns

Section 19.5 Successors and Assigns

In the event of a sale, consolidation, merger, assignment or transfer of the business or any part, thereof, or any other change of ownership of the business of the Employer, the purchaser, assignee or transferee shall be bound by the Agreement.

Section 19.6 Personnel Files

An employee shall have the ability to review his/her own personnel file upon a seven day advanced noticed in writing to the employer.

Section 19.7 Recruitment Bonus

Any operator that refers a future employee is eligible to receive a recruitment bonus in the following amounts. To be eligible to receive the bonus the employee's name must appear on the application at the time of completion.

- \$100.00 upon successful completion of training
- \$100.00 upon successful completion of 90 day probationary period
- \$100.00 after six months of employment

ARTICLE 20- DISCIPLINE AND DISCHARGE

Section 20.1

In order to maintain discipline, in the interest of safety and economy of operation and in the protection of persons and property, the Union recognizes the, right of the Company, to discipline, suspend, or discharge employees for a just cause. The Company agrees to observe a policy of progression (corrective discipline before discharge for an accumulation of infractions, the employee will receive at least one written warning notice and shall be entitled to a hearing with his supervisor(s) and Union representative.

A formal warning must be issued via email within seven (7) calendar days of an infraction and/or when the Company becomes aware of an infraction, except in the case of an accident, in which case the warning will come not more than seven (7) calendar days after the Safety Committee makes a decision. A copy of any discipline involving suspension or discharge will be provided to

the Union within seven (7) days of the infraction by means of certified mail or such infraction shall be deemed untimely, in which case the Company waives all rights to any disciplinary action. In all discharge and suspension cases the Employer may not introduce evidence to substantiate the discharge or discipline unless, such evidence is of events or circumstances occurring within a nine (9) month period immediately prior to date of discipline or discharge. Discipline will include one or more of the following steps:

Verbal Warning
Written Warning
Intent to Suspend
Intent to Discharge from service

As an alternative to an unpaid suspension, employees have the option of taking a reduction in accrued PTO in lieu of unpaid time off. The disciplinary action will stand a suspension, but the employee will not be forced to take unpaid time off; however, the option to receive PTO is available.

Section 20.2

While the Company regards most cases of improper conduct as correctable, it is understood that there are offenses such serious nature as to provide cause for summary discharge without warning or hearing shall include but not be limited to:

1. Drinking or being under the influence of alcohol or illegal drugs on the job;
2. Carrying intoxicating beverages or illegal drugs on Company premises;
3. Refusal to take a drug test for random, reasonable suspicion, return to duty (including follow-up) or post-accident when requested by the Company;
4. Gross Dishonesty;
5. Theft;
6. Recklessness resulting in an accident while on duty;
7. Failure to report an accident by radio or nearest telephone immediately from the scene when physically able;
8. Gross Insubordination;
9. Failure to properly secure a wheelchair that results in a verifiable injury;

This section does not preclude discharge for just cause for other serious infractions not listed.

An employee who contends he has been discharged without cause within the meaning of this Article may have his case reviewed through the grievance procedures of this Agreement.

ARTICLE 21- GRIEVANCE AND ARBITRATION

The Company and the Union agree to meet and resolve disagreements over the application and interpretation of this Agreement. For purposes of this Agreement, a grievance is defined as any dispute, claim or complaint involving the interpretation or application of the provisions of this Agreement, and also includes any claim under State substantive law or Federal law. All such grievances or claims shall be settled and determined exclusively by the grievance procedure.

Section 21.1 GRIEVANCE PROCEDURE

Should a disagreement arise, the affected employee must first take up the matter with his supervisor. The supervisor must respond within five (5) workdays. It is recognized by the Company and the Union that not every disagreement or complaint constitutes a grievance.

Step 1: Filing a Grievance: The grievance setting forth the nature, details, date of the alleged violation, Article and Section of this Agreement, claimed to have been violated. The written grievance must be presented by the Union to the Project Manager or his/her designee within ten (10) calendar days following the occurrence out of which the grievance arose or designee. Within ten (10) days of receipt of the grievance, a meeting will be held between the employee and the Project Manager. A representative of the Union will accompany the employee. The Project Manager or his/her designee will provide a written answer to the Union within seven (7) calendar days after the date of the meeting.

Weekends and holidays shall be excluded in the response calculations.

Step 2: If the grievance is not resolved in Step 1, the Union must refer the grievance in writing to the Project Manager who will refer to the Regional Manager or his/her designee within ten (10) calendar days after it receives the written decision at Step 1. Failure of the Union to request Step 2 within the ten (10) calendar days of the Company's written decision shall constitute a waiver of the grievance:

- a. The Regional Manager or his/her designee and a representative of the Union and the grievant will meet within ten (10) calendar days after the date of the referral. The grievant will be invited to participate in this Step 2 hearing.
- b. Within ten (20) calendar days of the meeting, the Regional Manager or his/her designee will provide a written answer to the Union.

Step 3: In case these efforts at adjusting the grievance fail, the matter shall be referred to Grievance Mediation. The Grievance Mediation shall consist of two (2) members representing each of the parties hereto plus a neutral mediator who shall act as Chairman and who shall mediate the dispute in an attempt to have the parties reach a settlement. Such Grievance Mediation shall be held within thirty (30) calendar days of the written request.

Section 21.2 MEDIATION

Mediation shall be governed by the following rules:

1. The grievant shall have a right to be present;
2. Each party shall have one (1) principle spokesperson;
3. Lawyers or consultants shall not participate;
4. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing;
5. Proceedings shall be informal in nature; the presentation of evidence is not limited to; that presented at earlier steps of the grievance procedure; the rules of evidence shall not apply and no formal record shall be made;

6. The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution of a grievance;
7. If settlement is reached, the mediator shall provide the parties with an immediate written decision within twenty-four (24) hours of the mediation;
8. The mediator shall state the grounds for his/her advisory decision;
9. The mediator shall have no power to alter or amend the terms of the Collective Bargaining Agreement and applicable discrimination laws; and
10. The mediator shall be selected by the Federal Mediation and Conciliation Service and/or The State Conciliation Service. If such public mediators are unavailable, private mediators may be used and the cost of the mediator shall be split between the Company and the Union.

As an alternative, by mutual agreement in advance of the mediation, the neutral fifth (5th) person may be designated a mediator/arbitrator who will attempt to mediate the dispute. In the event a mediated settlement cannot be reached, the decision of the mediator/arbitrator shall be binding on both parties.

In the event that a grievance which has been mediated subsequently goes to arbitration, no person serving as a mediator between these parties may serve as an arbitrator. Nothing said or done by the mediator may be referred to arbitration. Nothing said or done by either party for the first time in the mediation hearing may be used against them at arbitration.

The parties understand and agree to the following:

1. The mediator is not acting as an advocate, representative or attorney for any party;
2. The parties will not subpoena the mediator or any documents prepared by or submitted to the mediator;
3. In no event will the mediator voluntarily testify on behalf of any party;
4. The parties will not use the mediator's decision as evidence in any subsequent proceeding; and
5. The FMCS and its employees, and/or the State Conciliation Service and its employees, shall not be liable for any act or omission arising from the mediation process.

Section 21.3 ARBITRATION PROCEDURES

If the grievance has not been settled by Step 3, the Union may, within fifteen (15) calendar days upon impasse, submit the grievance to any arbitrator. Failure of either party to request arbitration within the fifteen calendar days of the mediator's written decision shall revert the dispute back to the final decision of the mediator.

Selection of an Arbitrator: An arbitrator shall be selected from a list of seven (7) names obtained from the Federal Mediation and Conciliation Service. Such a list shall be one mutually requested by the Parties to this Agreement and shall be used until such time that either party requests that a new list be requested from the FMCS. The arbitrator shall be selected by the parties alternately striking a name from the list until only one name remains. The Union shall strike the first name.

Arbitrator's Jurisdiction: The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the interpretation or application of this Agreement. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Company and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Company.

Fees and Expenses of Arbitration: The expenses of the arbitrator and hearing room will be equally shared between the Company and the Union otherwise each party shall bear its own arbitration expense.

An employee who contends he has been discharged, without cause within the meaning of this Article may have his case reviewed through the grievance procedures of this Agreement.

Section 21.4

All discharge and suspension letters will be mailed certified to the local Union in accordance with Article 21, Section A, which specifies seven (7) days from the date of the infraction. Warning letters are deemed to be automatically protested by the Union, and shall be sent via email to the Union.

ARTICLE 22- FULL UNDERSTANDING

This contract represents the complete collective bargaining agreement by the parties in respect to rates of pay, wages, hours of employment or other working conditions which shall prevail during the term hereof. This Agreement cannot be modified, amended, added to, or subtracted from, except by an instrument in writing signed by the Company and the Union. It is agreed and understood that the Union voluntarily and unqualifiedly waive its rights to and releases the Company from any obligation to meet and confer on any subject or matter contained herein. The Union acknowledges that Company has fulfilled its obligations to bargain in good faith on the matters contained herein for the term of this Agreement.

Nothing in this Agreement shall be constructed as constituting an acknowledgement by the Company that any work, operation of any equipment or machinery, or use of any tools is, or may become the exclusive right of any qualified employee or classification of employees represented by this Union.

Additional Contract Agreements

The Company agrees not to enter into any agreement or contract with the employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

ARTICLE 23- SAVINGS CLAUSE

The parties agree that in the event any Federal or State laws are enacted that invalidates any portion of this Agreement and said portion becomes null and void, that the balance of this Agreement will remain in full force and effect.

In the event any portion of this Agreement is invalidated by State or Federal law and becomes null and void, the parties agree to commence negotiations within thirty (30) days, to replace the invalidated (null and void) portion with a valid provision.

ARTICLE 24- DURATION

This Agreement shall become effective on July 1, 2016, and shall remain full force and effective until midnight of June 30, 2020, and from year to year thereafter, unless either party notifies the other by giving written notice sixty (60) days in advance of the expiration date, of a desire to modify, amend or terminate this Agreement.

In witness of, the parties hereto have set their hands.

FOR THE COMPANY:

Kelley Roberson 12/15/16
Signature Date

Kelley Roberson
Director Labor Relations

FOR THE UNION:

Mark Hawkins 10-20-16
Signature Date

Mark Hawkins
Business Agent

Marty Prates 10/20/16
Signature Date

Marty Prates
Secretary-Treasurer

Dominic Chiovare 10/20/16
Signature Date

Dominic Chiovare
President

TEAMSTERS LOCAL 70

400 Roland Way
Oakland, CA 94621
www.teamsterslocal70.org

Office: 510-569-9317
Office Toll Free: 800-243-1350
Fax Phone: 510-569-1906
Email: ibt70@teamsterslocal70.org

BUSINESS AGENT

Mark Hawkins
510-569-3479 Office
510-938-3632 Cell
mhawkins@teamsterslocal70.org

HEALTH & WELFARE

Teamsters Managed Health and Welfare Trust
800-924-1226

PENSION

Western Conference of Teamsters Pension Trust Fund
1000 Marina Blvd., Ste. 400
Brisbane, CA 94005
800-845-4162

THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND

EMPLOYER - UNION PENSION CERTIFICATION

THE UNDERSIGNED EMPLOYER AND UNION HEREBY CERTIFY THAT A WRITTEN LABOR AGREEMENT IS IN EFFECT BETWEEN THE PARTIES PROVIDING FOR CONTRIBUTIONS TO THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND ("TRUST FUND") AND THAT SUCH AGREEMENT CONFORMS TO THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS (AS REPRODUCED ON THE REVERSE OF THE FORM) AND IS NOT OTHERWISE DETRIMENTAL TO THE PLAN. A COMPLETE COPY OF THE LABOR AGREEMENT IS ATTACHED OR, IF NOT YET AVAILABLE, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE. THE UNDERSIGNED AGREE THAT THE PROVISIONS OF ANY MEMORANDUM OF UNDERSTANDING, SUPPLEMENT, AMENDMENT, ADDENDUM OR OTHER MODIFICATION OF THE LABOR AGREEMENT DIRECTLY OR INDIRECTLY AFFECTING THE EMPLOYER'S OBLIGATION TO CONTRIBUTE TO THE TRUST FUND SHALL NOT BIND THE TRUSTEES UNLESS AND UNTIL A COMPLETE WRITTEN AND SIGNED COPY OF THOSE PROVISIONS IS FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AND ACCEPTED BY THE TRUSTEES, AND FURTHER AGREE TO FURNISH THOSE PROVISIONS TO THE AREA ADMINISTRATIVE OFFICE IN A TIMELY MANNER. IF A NEW PENSION ACCOUNT, THE EMPLOYER AGREES TO PROVIDE THE AREA ADMINISTRATIVE OFFICE WITH COMPLETED PAST EMPLOYMENT DATA FORMS. THE NEGOTIATING PARTIES CERTIFY THAT THIS DOCUMENT HAS NOT BEEN MODIFIED IN ANY MANNER.

NAME OF EMPLOYER MV Transportation (Livermore Division) NAME OF ASSOCIATION _____
IF AN ASSOCIATION WITH AUTHORITY TO SIGN ON BEHALF OF EMPLOYEES, ATTACH LIST OF NAMES AND ADDRESSES OF EACH SUCH EMPLOYER
 STREET ADDRESS 1382 Rutan Ct. #200 CITY, STATE, ZIP CODE Livermore, CA 94551
 EFFECTIVE DATE OF THIS LABOR AGREEMENT 7/1/16

IF THIS CERTIFICATION IS SIGNED BY AN ASSOCIATION, THE ASSOCIATION WARRANTS AND REPRESENTS THAT IT HAS WRITTEN AUTHORIZATION FROM EACH LISTED EMPLOYER TO SIGN THIS CERTIFICATION AND TO SIGN THIS LABOR AGREEMENT (OR BEHALF OF SUCH EMPLOYER IF THE LABOR AGREEMENT IS NOT SIGNED) BY THE EMPLOYER.

INDICATE: NEW PENSION ACCOUNT BUT EMPLOYER
 RENEWAL NEW PENSION ACCOUNT PREVIOUSLY MADE PENSION CONTRIBUTIONS
 EMPLOYER OWNERSHIP CHANGE DATE OF CHANGE SELLER
 EMPLOYER IS PART OF A CONTROLLED GROUP OF CORPORATIONS FOR FEDERAL TAX PURPOSES
 NAME OF PARENT COMPANY _____
 STREET ADDRESS _____ CITY, STATE, ZIP _____

FOR LABOR AGREEMENT RENEWALS:
 INDICATE PENSION ACCOUNT NUMBER(S) _____
 EMPLOYER IS A: CORPORATION PARTNERSHIP UNINCORPORATED SOLE PROPRIETORSHIP
 PUBLIC ENTITY LIMITED LIABILITY COMPANY (INDICATE - PARTNERSHIP CORPORATION
(PARTNERS OR UNINCORPORATED OWNERS ARE INELIGIBLE TO PARTICIPATE PERSONALLY IN THE TAX-EXEMPT TRUST.)

APPROXIMATE NUMBER OF COVERED EMPLOYEES 75

THE UNDERSIGNED UNION AND EMPLOYER AGREE TO BE BOUND BY THE WESTERN CONFERENCE OF TEAMSTERS AGREEMENT AND DECLARATION OF TRUST AND PENSION PLAN AS NOW CONSTITUTED OR AS HEREAFTER AMENDED, AND TO BE BOUND BY THE ACTS OF THEIR RESPECTIVE UNION AND EMPLOYER TRUSTEES OR THEIR SUCCESSORS. THE EMPLOYER AGREES TO PAY THE TRUST FUND THE PENSION CONTRIBUTIONS SPECIFIED IN THE LABOR AGREEMENT WITH THE UNION. THE UNDERSIGNED UNION AND EMPLOYER SHALL BECOME PARTIES TO SAID AGREEMENT AND DECLARATION OF TRUST UPON ACCEPTANCE AS SUCH BY THE TRUSTEES. UPON THE EXPIRATION OF THIS OR ANY SUBSEQUENT LABOR AGREEMENT, THE EMPLOYER AGREES TO CONTINUE TO CONTRIBUTE TO THE TRUST FUND IN THE SAME AMOUNT AND MANNER AS REQUIRED IN THE MOST RECENT RECENT LABOR AGREEMENT UNTIL SUCH A TIME AS THE UNDERSIGNED EITHER NOTIFY THE OTHER PARTY IN WRITING (WITH A COPY TO THE TRUST FUND) OF ITS INTENT TO CANCEL SUCH OBLIGATION FIVE DAYS AFTER RECEIPT OF NOTICE OR ENTERS INTO A SUCCESSOR LABOR AGREEMENT WHICH CONFORMS TO THE TRUSTEE POLICY, WHICHEVER EVENT OCCURS FIRST. SIMILARLY, THE TRUSTEES RESERVE THE RIGHT TO GIVE NOTICE TO THE EMPLOYER AND UNION OF INTENT TO TERMINATE ACCEPTANCE OF FURTHER CONTRIBUTIONS FROM THE EMPLOYER. THE UNDERSIGNED AGREES THAT UPON RENEWAL OF THE LABOR AGREEMENT A COMPLETE COPY OF THE RENEWED LABOR AGREEMENT, INCLUDING MODIFICATIONS TO THE AGREEMENT, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE AND UPON WRITTEN ACCEPTANCE OF THE RENEWED LABOR AGREEMENT BY THE TRUSTEES, THE FORTHWITHING TERMS OF THE EMPLOYER-UNION PENSION CERTIFICATION SHALL BE APPLICABLE TO SUCH RENEWAL OF THE LABOR AGREEMENT. THE UNDERSIGNED UNION AND EMPLOYER ACKNOWLEDGE RECEIPT OF THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1976 AND OF THE TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE THE EMPLOYER IS ON DEFERRAL TO DELINQUENCY COLLECTION ATTORNEYS.

UNION Teamsters Local 70 EMPLOYER MV Transportation (Livermore Division)
 BY Dominic Chiovere DATE 10/21/16 BY [Signature] DATE 1/10/17
(SIGNATURE) (SIGNATURE)
Dominic Chiovere [Signature]
(PRINT NAME OF INDIVIDUAL SIGNING) (PRINT NAME OF INDIVIDUAL SIGNING)

TITLE President PHONE NO. 510-569-9317 TITLE _____ PHONE NO. _____

ACCEPTED BY THE TRUSTEES OF THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND.
 BY _____ DATE _____

TEAMSTERS MANAGED ANNUITY PLAN

P.O. Box 757 • Pleasanton, CA 94566

(925) 426-3555

APPLICATION AND SUBSCRIBERS AGREEMENT - PART II

(PARTS I & II MUST BE COMPLETED AND FORWARDED TO THE PLAN ADMINISTRATIVE OFFICE)

INDICATE:

NEW ACCOUNT _____ RENEWAL X NAME OR OWNERSHIP CHANGE _____

FIRST CONTRIBUTION DUE ON July 1, 2016 BASED ON 30 HOURS.

NAME OF EMPLOYER MV Transportation (Livermore Division) EFFECTIVE DATE July 1, 2016

NAME OF ASSOCIATION _____

(If applicable, if an association with authority to sign on behalf of employers, attach list of names of each such Employer.)

STREET ADDRESS 1362 Rutan Ct #200

CITY, STATE & ZIP CODE Livermore, CA 94551

The undersigned Employer and Union hereby certify that a written labor agreement is in effect between the parties providing for contributions to the Teamsters Managed Annuity Plan ("Trust Fund") and that such agreement conforms to the Trustee Policy on Acceptance of Employer contributions and is not otherwise detrimental to the Plan. A complete copy of the labor agreement is attached, or, if not yet available, will be furnished to the Plan Administrative Office as soon as available. The undersigned further certify that the following information is true and correct and accurately reflects the provisions of the labor agreement.

If this certification is signed by an Association, the Association warrants and represents that it has written authorization from each listed employer to sign this certification and to sign the labor agreement on behalf of such employer (if the labor agreement is not signed by the employer).

The undersigned Employer has entered into a collective bargaining agreement or agreements with the below listed Teamsters local Union under which it is required to contribute to the Trust Fund ("Fund"), and desires to apply for acceptance as a participating Employer in the Fund. The Employer hereby adopts the Trust Agreement providing for the Teamsters Managed Health Care Trust Fund and agrees to be bound by its terms and by any amendments adopted in the manner provided therein. The Employer hereby grants power of attorney to the Employer Trustees now in office, and their successors, to administer the Fund as the representative of the Employer, and full authority to act for the Employer in the administration of the Fund.

Commencing on the first day of the month of the contribution effective date, and payable no later than the twentieth day of each month thereafter, the Employer shall contribute the amount(s) specified by the Trustees to provide benefits for each employee covered by the collective bargaining agreement and for any such additional employees accepted as participants in the Fund, pursuant to uniform rules and regulations and provided such other employees shall remain participants in the Fund for the term of the collective bargaining agreement.

If the Employer fails to make proper contributions on time and in the manner specified in the Trust Agreement, the Employer understands and agrees that 2% liquidated damages or \$25.00, whichever is greater, plus simple interest calculated daily, as determined by the Board of Trustees, and reasonable attorney fees and costs will be assessed on all delinquencies. Excess contributions paid to the Fund shall be refunded or credited only for the twelve calendar months preceding the date the Fund receives notice of the error, or, if discovered through a payroll audit by the Fund's accountant, the twelve calendar months preceding the last month audited. Deductions shall be made from such refunds pursuant to the rules adopted by the Trustees.

The Employer hereby agrees to make available in the State of California, to the Trustees or their agents, all books, records and papers necessary to conduct an audit to verify that the required contributions have been paid.

It is the purpose and intent of the parties to maintain this Subscribers Agreement in full force and effect at all times, during which the Employer is obligated, by contract or by law, to continue participation in the Fund. Accordingly, this Subscribers Agreement shall be effective for the term of the current collective bargaining agreement between the parties and shall continue in effect during the negotiations of the parties for a successor agreement during which negotiations the Employer agrees to make contributions to the Fund in the manner provided herein. The Employer may revoke this Subscribers Agreement by sending written notice thereof by certified mail to the Union and Fund Administrator not less than thirty days prior to the date upon which the Employer desires to make such revocation effective, which in no event shall be during the term of any collective bargaining agreement between the parties for written extension thereof. By signing this agreement, the Employer acknowledges and agrees that it may not terminate its participation in the Fund during the life of the applicable bargaining agreement without the consent of the Trustees.

NOTE: THE FUND REQUIRES THAT A COPY OF THE COLLECTIVE BARGAINING AGREEMENT BE PROVIDED TO THE PLAN ADMINISTRATIVE OFFICE.

BY: Dominic Chiovare FOR LOCAL: 70 BY: _____ FOR EMPLOYER:

(Print or Type Name)

(Print or Type Name)

Dominic Chiovare 10/21/16
(Signature) (Date)

[Signature] 1/10/17
(Signature) (Date)

ACCEPTED ON: _____, 20____, ON BEHALF OF THE BOARD OF TRUSTEES OF THE TEAMSTERS MANAGED HEALTH CARE TRUST FUND

LABOR TRUSTEE: _____

MANAGEMENT TRUSTEE: _____

DISTRIBUTION: Please send this form to the Plan Administrative Office.

TEAMSTERS MANAGED HEALTH CARE TRUST FUND

P.O. Box 757 • Pleasanton, CA 94566
(925) 426-3555

APPLICATION AND SUBSCRIBERS AGREEMENT - PART 1

EMPLOYER'S NAME: SVY Transportation (Livramento Division)

EMPLOYER'S ADDRESS: 1362 Ruson CL #200

Livramento, CA 94551

EMPLOYER'S PHONE NUMBER: (925) 895-2281

BY COMPANY	BY UNION
Co. is a Corporation: <input checked="" type="checkbox"/>	New Account: _____
Partnership: _____	Rate Change: _____
Proprietorship: _____	Contract Renewal: <input checked="" type="checkbox"/>
Other: _____	Inter-Fund Transfer: _____
Contribution Effective Date: _____	July 1st / _____ Month / Year

Contract contains a Maintenance of Benefits (MOB) clause? Yes No No. of Bargaining Unit Employees Covered: 75
 If "Yes," is there a CAP on MOB? Yes No No. of Current Retirees: _____
 If "Yes," how are the contributions funded if the CAP is exceeded? (Cite contract section) _____ No. of COBRA? _____
 Party to a Master Agreement? Yes No If "Yes," name of Employer Association: _____
 Are non-collective bargained employees covered? Yes No No. covered: _____

IF ANY NON-COLLECTIVE BARGAINED EMPLOYEES ARE COVERED, TRUST FUND RULES REQUIRE THAT ALL EMPLOYEES IN THAT GENERAL CATEGORY MUST BE COVERED. (General category means: all clericals, all managers, etc.)

BENEFIT PER CBA		LIFE			MEDICAL				DENTAL			
<input type="checkbox"/> Embedded	<input type="checkbox"/> Plan III	<input type="checkbox"/> L5	<input checked="" type="checkbox"/> L10	<input type="checkbox"/> L15	<input checked="" type="checkbox"/> Option II	<input checked="" type="checkbox"/> M5	<input type="checkbox"/> M10	<input type="checkbox"/> M20	<input checked="" type="checkbox"/> D1	<input type="checkbox"/> D2	<input type="checkbox"/> D3	<input checked="" type="checkbox"/> D4
<input type="checkbox"/> Step Rate	<input type="checkbox"/> White Plan	<input type="checkbox"/> L20	<input type="checkbox"/> L25	<input type="checkbox"/> L30	<input type="checkbox"/> Option III	<input type="checkbox"/> M200	<input type="checkbox"/> M30	<input type="checkbox"/> MEPO	<input type="checkbox"/> D5	<input type="checkbox"/> D6	<input type="checkbox"/> D7	<input type="checkbox"/> D8

The undersigned Employer has entered into a collective bargaining agreement ("CBA") or agreements with the below listed Teamsters Local Union under which it is required to contribute to the Trust Fund ("Fund"), and desires to apply for acceptance as a participating Employer in the Fund. The Employer hereby adopts the Trust Agreement providing for the Teamsters Managed Health Care Trust Fund and agrees to be bound by its terms and by any amendments adopted in the manner provided therein. The Employer hereby grants power of attorney to the Employer Trustees now in office, and their successors, to administer the Fund as the representatives of the Employer, and full authority to act for the Employer in the administration of the Fund.

Commencing on the first day of the month of the contribution effective date and payable no later than the twentieth day of each month thereafter the Employer shall contribute the amount(s) specified by the Trustees to provide benefits for each employee covered by the collective bargaining agreement and for any such additional employees accepted as participants in the Fund pursuant to uniform rules and regulations and provided such other employees shall remain participants in the Fund for the term of the collective bargaining agreement. If the Employer fails to make proper contributions on time and in the manner specified in the Trust Agreement, the Employer understands and agrees that 10% liquidated damages or \$25.00, whichever is greater, plus simple interest calculated daily as determined by the Board of Trustees and reasonable attorney fees and costs will be assessed on all delinquencies. Excess contributions paid to the Fund shall be refunded or credited only for the twelve calendar months preceding the date the Fund receives notice of the error or, if discovered through a payroll audit by the Fund's accountant, the twelve calendar months preceding the last month audited. Deductions shall be made from such refunds pursuant to the rules adopted by the Trustees.

The Employer hereby agrees to make available in the State of California to the Trustees or their agents, all books, records and papers necessary to conduct an audit to verify that the required contributions have been paid.

It is the purpose and intent of the parties to maintain this Subscribers Agreement in full force and effect at all times during which the Employer is obligated, by contract or by law, to continue participation in the Fund. Accordingly, this Subscribers Agreement shall be effective for the term of the current collective bargaining agreement between the parties, and shall continue in effect during the negotiations of the parties for a successor agreement during which negotiations the Employer agrees to make contributions to the Fund in the manner provided herein. The Employer may revoke this Subscribers Agreement by sending written notice thereof by certified mail to the Union and Fund Administrator not less than thirty days prior to the date upon which the Employer desires to make such revocation effective, which in no event shall be during the term of any collective bargaining agreement between the parties (or written extension thereof). By signing this agreement, the Employer acknowledges and agrees that it may not terminate its participation in the Fund during the life of the applicable bargaining agreement without the consent of the Trustees.

NOTE: THE FUND REQUIRES THAT A COPY OF THE COLLECTIVE BARGAINING AGREEMENT BE PROVIDED TO THE PLAN ADMINISTRATIVE OFFICE.

BY: Dominic Chiovato TGR LOCAL: 70 BY: _____ FOR EMPLOYER
(Print or Type Name) (Print or Type Name)
Dominic Chiovato 10/21/16 [Signature] 4/2/11
(Signature) (Date) (Signature) (Date)

ACCEPTED ON: _____, 20____, ON BEHALF OF THE BOARD OF TRUSTEES OF THE TEAMSTERS MANAGED HEALTH CARE TRUST FUND

LABOR TRUSTEE: _____ MANAGEMENT TRUSTEE: _____

Exhibit K

Tools and Equipment

Exhibit K

TOOLS AND EQUIPMENT LIST

LAVTA is currently reviewing its fixed asset list. This effort shall be completed and included with an Addendum.

Forms

Form 1.1 – Budget Proposal

Form 1.2 – Proposed Staffing Levels

Form 1.3 – Addenda Receipt

	A	B	C	D	E	F	G	H	I	J	K
1	PROPOSAL FORM 1.1										
2	BUDGET PROPOSAL										
3	OPERATIONS AND MAINTENANCE										
4											
5	Instructions to Proposers: This Form 1.1 is to be used to submit the budget proposed for all work described in this RFP. All costs must be expressed in base year dollars. Shaded cells are pre-calculated.										
6	Future year costs beyond FY17/18 will be calculated using escalators at bottom of Form 1.1 & interpolating between columns based on the amount of revenue hours required.										
7											
8		60% of base year	70% of base year	80% of base year	90% of base year	BASE YEAR FY17/18	110% of base year	120% of base year	130% of base year	140% of base year	
9	A. Vehicle Revenue Hours (annual)	75,202	87,735	100,269	112,802	125,336	137,870	150,403	162,937	175,470	
10	Fixed Route (including School and Express Services)					87,015					
11	Bus Rapid Transit Service					38,321					
12											
13											
14	Elements of Cost/Hour										
15	Operator Wages (annual)										
16	Operator Fringes (annual)										
17	Other Operating Costs (specify):										
18	1										
19	2										
20	3										
21	4										
22											
23	B. Cost Per Hour	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	C. Subtotal Annual Hourly Cost (A x B)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25											
26											
27		60% of base year	70% of base year	80% of base year	90% of base year	BASE YEAR FY17/18	110% of base year	120% of base year	130% of base year	140% of base year	
28	D. Monthly Cost Elements (annual)										
29	General Manager Salary										
30	General Manager Fringes										
31	Operations Manager Salary										
32	Operations Manager Fringes										
33	Maintenance Manager Salary										
34	Maintenance Manager Fringes										
35	Safety/Training Manager Salary										
36	Safety/Training Manager Fringes										
37	Liability/prop damage insurance										
38	Non-Vehicle Insurance										
39	Office Expenses										
40	Uniform Expenses										
41	Training Expenses										
42	Letter of Credit										
43	Other Expenses (specify):										
44	Accounting manager wages										
45	Accounting manager fringes										
46	Road supervisors wages										
47	Road supervisors fringes										
48	Shop supervision wages										
49	Shop supervision fringes										
50	Mechanics wages										
51	Mechanics fringes										
52	Utility workers wages										
53	Utility workers fringes										
54	Dispatchers wages										
55	Dispatchers fringes										
56	Facilities Services Maintenance Worker wages										
57	Facilities Services Maintenance Worker fringes										
58	Other personnel wages										
59	Other personnel fringes										
60	Contract Overhead										
61	Profit										
62	Other (specify)										
63											
64											
65	D. Subtotal (Annual Fixed Cost)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
66	E. Subtotal Monthly Fixed Cost (D/12)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
67											
68											
69	F. GRAND TOTAL ANNUAL COSTS (C plus D)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
70											
71		60% of base year	70% of base year	80% of base year	90% of base year	BASE YEAR FY17/18	110% of base year	120% of base year	130% of base year	140% of base year	
72	G. Optional Cost Elements (annual)										
73	G.1 SIR \$25k optional insurance										
74	G.2 Bus Shelter Maintenance Workers Wages										
75	G.3 Bus Shelter Maintenance Workers Fringes										
76	G.4 Subtotal Bus Shelter Maintenance Workers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
77											
78											
79	F.1 GRAND TOTAL ANNUAL COSTS (Option) (F plus G.1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
80	F.2 GRAND TOTAL ANNUAL COSTS (Option) (F plus G.4)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
81	F.3 GRAND TOTAL ANNUAL COSTS (Option) (F plus G.1 plus G.4)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
82											
83											
84	ANNUAL ESCALATORS**	% increase***	Cumulative cost factor relative to base year								
85	FY19/20 (year 2)		100.00%								
86	FY20/21 (year 3)		100.00%								
87	FY21/22 (option year 1)		100.00%								
88	FY22/23 (option year 2)		100.00%								
89	FY23/24 (option year 3)		100.00%								
90	FY24/25 (option year 4)		100.00%								
91	**Escalators include inflation, cost of living adjustments, wage/benefit increases per the CBA, and are all inclusive.										
92	***Insert % increase as a percentage. E.g. for a 2.5% increase, enter 2.5.										

**PROPOSAL FORM 1.3
ADDENDUM RECEIPT**

The Proposer hereby acknowledges that it has received the following Addenda:

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Attachments

1. Certification of Non-Collusion
2. Drug-Free Workplace Certification
3. Certification of Restrictions on Lobbying
4. Levine Act Certification
5. Irrevocable Letter of Credit – Sample
6. Performance Security Bond – Sample

Attachment 1

CERTIFICATION OF NON-COLLUSION

By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The contents of this proposal and of any subsequently submitted best and final offer have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any other matter relating to such proposal with any other Proposer or with any competitor.
2. Unless otherwise required by law, the contents of the proposal and of any subsequently submitted best and final offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal or a best and final offer for the purposes of restricting competition.

Proposer

Date

Authorized Signature

Notary:

Subscribed and sworn before me this _____ day of _____, 2018.

My commission expires _____, 2_____.

Attachment 2

DRUG FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.

Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:

- (a) Will receive a copy of the company's drug-free policy statement; and,
- (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the country shown below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONTRACT OR GRANT RECIPIENT SIGNATURE

TITLE

FEDERAL I.D. NUMBER

Attachment 3

LOBBYING CERTIFICATION FOR CONTRACTS GRANTS, LOANS AND COOPERATIVE AGREEMENTS (Pursuant to 49 CFR Part 20, Appendix A)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.

Signature of Authorized Official

Name and Title of Authorized Official

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing b. material change</p> <p>For Material Change Only: Year____ Quarter__ Date of last report:_____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier, if known:_____</p> <p>Congressional District, if known:_____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:_____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:_____</p>	
<p>8. Federal Action Number, if known:_____</p>	<p>9. Award Amount, if known: \$_____</p>	
<p>10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p><i>(Attach Continuation Sheet(s), if necessary)</i></p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$_____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p>		
<p><i>(Attach Continuation Sheet(s), if necessary)</i></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reference was placed by the user above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</p>	<p>Signature:_____</p> <p>Print Name:_____</p> <p>Title:_____</p> <p>Telephone No. _____ Date:_____</p>	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form – LLL-A
BILLING CODES 3410-01-C; 6450-01-C; 6690-01-C;
8025-01C; 7510-01-C; 3510-FE-C; 8120-01-C; 4710-24-
C; 6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-
32-C; 4410-18-C; 4510-23-C; 4810-25-C; 3001-01-C;
4000-01-C; 3820-01-C; 6560-50-C; 6820-61-C; 4310-RF-
C; 6718-01-C; 4150-04-C; 7555-01-C; 7537-01-C; 7536-
01-C; 6050-28-C; 4910-62-C

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).
Enter Last Name, First Name, and Middle Initial(MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Attachment 4

California Levine Act Statement

Proposers must disclose on the record any contribution of \$250.00 or more that they have made to a LAVTA Board Member within the twelve-month period preceding proposal submission. This duty applies to the Proposer's company, any member of the Proposer's team, any agents for the Proposer or other team members and to the major shareholders of any closed corporation that is part of the proposed team.

LAVTA's Board of Directors (as of October 15, 2017) are:

<i>Jurisdiction</i>	<i>Member</i>	<i>Office</i>
Dublin	David Haubert	Mayor
Dublin	Don Biddle	Vice Mayor
Livermore	Steven Spedowski	Vice Mayor
Livermore	Bob Coomber	Councilmember
Pleasanton	Karla Brown	Councilmember
Pleasanton	Jerry Pentin	Vice Mayor
Alameda County	Scott Haggerty	Supervisor

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any person listed above in the 12 months preceding the date of the issuance of this request for proposals?

Yes (if yes, please identify: _____)
 No

Answering yes to the above question above does not preclude LAVTA from awarding a contract to Proposer.

Signature of Proposers Authorized Official

Name and Title of Proposers Authorized Official

Date

Attachment 5

IRREVOCABLE LETTER OF CREDIT

(Date)

Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551

Re: **Irrevocable Standby Letter of Credit No.**

We hereby issue in your favor this Irrevocable Standby Letter of Credit for the account of

_____, a

(insert nature of organization, whether sole proprietorship, partnership, corporation or joint venture), in the amount of **ten thousand dollars (\$10,000)**, which is available upon your demand when accompanied by a signed statement from an officer of the Livermore/Amador Valley Transit Authority (LAVTA), stating that:

The amount drafted is due to LAVTA because of failure of _____
_____ to enter into a written contract awarded to it by LAVTA, or to
furnish the requisite bond(s) or insurance certificates within the time and in the
manner required by the Contract Documents and Specifications for
_____, Contract
#_____.

We hereby agree with the drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this Letter of Credit will be duly honored upon presentation when presented on or before_____. Partial drawings are permitted. Except so far as otherwise expressly stated, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) of the International Chamber of Commerce Publication No. 500.

(Financial Institution)

By: _____
Title: _____

Attachment 6

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS the **LIVERMORE/AMADOR VALLEY TRANSIT AUTHORITY**, hereinafter designated as "LAVTA," has awarded to _____, hereinafter designated as the "Principal," a Contract for the Operation and Maintenance of Fixed Route and Paratransit Bus Services; and

WHEREAS, said Principal is required under the terms of said Contract and the Specifications therefore to furnish a bond of faithful performance of said Contract,

NOW, THEREFORE, we, the Principal, and _____, as a California-admitted Surety, are held and firmly bound unto the said LAVTA in the penal sum of \$500,000, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by LAVTA, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by LAVTA, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless LAVTA as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by LAVTA to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at LAVTA's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to LAVTA, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse LAVTA for all costs LAVTA incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing LAVTA'S rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than LAVTA or its successors or assigns.

In the event suit is brought upon this bond by LAVTA, Surety shall pay reasonable attorney's fees and costs incurred by LAVTA in such suit.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of _____, 200__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By: _____

By: _____

Surety

Address of Surety

Note: To be signed by Principal and Surety and signature of individual signing for Surety shall be notarized and evidence of power of attorney attached.