

**CITY OF SANTA ROSA
GENERAL SERVICES AGREEMENT
WITH MV PUBLIC TRANSPORTATION, INC.
AGREEMENT NUMBER _____**

This "Agreement" is made as of this 19th day of September, 2017 by and between the City of Santa Rosa, a municipal corporation ("City"), and MV Public Transportation, Inc. a "California Corporation ("Contractor").

RECITALS

A. City desires to obtain services that provide shuttle routes bridging the Railroad Square SMART Station and the Downtown Santa Rosa Parking Garages.

B. City desires to retain a qualified contractor to conduct the services described above in accordance with the terms of this Agreement.

C. Contractor represents to City that it is fully qualified to conduct the services described above.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to City the services described in Exhibit A ("Scope of Services") Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. TIME FOR PERFORMANCE

The services described herein shall be provided in accordance with the schedule, set forth in the Scope of Services. Contractor shall devote such time and effort to the performance of services as is necessary for the satisfactory and timely performance of Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

3. STANDARD OF PERFORMANCE

Contractor shall perform all services required under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's occupation in California. All products and services of whatsoever nature that Contractor provides to City pursuant to this Agreement shall conform to the standards of quality normally observed by persons currently practicing in Contractor's occupation, and shall be provided in accordance with any schedule of performance specified in Exhibit A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, at any time during the term of this Agreement, desires the removal of any person assigned by Contractor to perform services pursuant to this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

4. COMPENSATION

The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in Exhibit A shall not exceed the total sum of three-hundred and fifty thousand dollars (\$350,000.00). The Chief Financial Officer is authorized to pay all proper claims from Charge Number 001641-5341.

5. BILLABLE RATES, PAYMENTS TO CONTRACTOR

a. Billable Rates. Contractor shall be paid for the performance of services at rates as set forth in Exhibit B.

b. Payments. Payments will be delayed where Contractor fails to provide the information required under subsection c.1 below or fails to comply with the insurance requirements in Attachment One to this Agreement. In no event shall the City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Invoices. Payment will be made on a calendar-month basis in arrears. Invoices shall be submitted to the person and address specified in the Agreement, bid, or purchase order. In the event this Agreement becomes effective or terminates during the course of a month, the amount paid to the Contractor for the partial month shall be determined by prorating the amount on the basis of the number of calendar days involved. Processing of payment will be delayed for

Contractor's failure to include reference to Agreement (including number) on the invoice **and for failure to maintain current insurance information with the City in accordance with insurance requirements hereunder.** In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in the Contractor's invoice. Invoices for services provided in June or for any services not previously invoiced shall be submitted within 10 working days after June 30 to facilitate City fiscal year end closing. Failure to comply with this invoice submission requirement may delay payment.

- d. Price Adjustment. Contractor may request price adjustments to reflect increased scope and hours requested by City and changes in laws or rules that add extra costs to Contractor's provision of service and are not discretionary increases within Contractor's control. All such requests for increased cost must be documented and approved in writing as an amendment to this contract before services are provided or costs are incurred.

In connection with any cash discount specified in the bid response, if applicable, or Contractor's Proposal, time will be computed from the date correct invoices are received by the person and address specified in the Agreement, bid, or purchase order. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check. All invoices shall contain the following information:

1. Contractor name and remittance address
2. Date of invoice issuance
3. Amount of invoice
4. City purchase order or Agreement number
5. Identification of Agreement or purchase order line item(s) (if multiple lines) and description of services provided
6. Date of completion of services
7. Detail of costs, including labor, materials, tax, etc.

d. Business Taxes. Contractor shall pay to the City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

6. TERM, SUSPENSION, TERMINATION

a. The term of this Agreement shall be for one year, commencing on the date it is made above. City and Contractor may, upon mutual written agreement of both parties, extend this Agreement for up to four (4) additional one year terms.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Contractor. If City gives such notice of termination, Contractor shall immediately cease rendering services pursuant to this Agreement. If City terminates this Agreement, City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination. In this regard, Contractor shall furnish to City such information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement.

7. TERMINATION OF AGREEMENT FOR DEFAULT

If at any time 1) Contractor fails to conform to the requirements of this Agreement; 2) Contractor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against Contractor which may interfere with the performance of this Agreement; or 4) Contractor has failed to supply an adequate working force, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of this Agreement, which default is not fully corrected or remedied to the reasonable satisfaction of City within ten (10) days following the date a written notice thereof by City, then City shall have the right and power, at its option and without prejudice to any other rights or remedies it may have, to immediately terminate this Agreement. Any cost or expense incurred by City arising out of Contractor's breach or default hereunder, and for City's enforcement of these rights, shall be the obligation of Contractor and may, at City's discretion, be deducted from any amounts that may then be owing to Contractor under this Agreement, without any release or waiver of any other rights or remedies in law or equity to which City may be entitled.

Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by actions outside the control of the parties, including but not limited to earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, delay in Contractor's performance of this Agreement shall not be considered a default during the time performance is made impossible. Contractor shall use best efforts to continue to perform and respond to requests by City as provided in the Request for Proposals.

8. INDEMNIFY AND HOLD HARMLESS AGREEMENT

To the fullest extent allowed by law, Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless to the full extent permitted by law, City and its officers, officials, employees, agents and volunteers from and against any and all alleged liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Work or its failure to

comply with any of its obligations contained in this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of the City. Pursuant to California Public Contract Code Section 9201, City shall timely notify Contractor of receipt of any third-party claim relating to this Agreement.

The Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

9. INSURANCE REQUIREMENTS

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the City as a material breach of this Agreement by Contractor, whereupon the City shall be entitled to all rights and remedies at law and in equity, including but not limited to the immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the City pursuant to Section 11 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in Attachment One.

10. LEGAL REQUIREMENTS AND PERMITS; NONDISCRIMINATION

a. Legal Requirements and Permits. Contractor represents and warrants that Contractor has all licenses, permits, City Business Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its occupation and provide services under this Agreement. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code Section 1720 et seq.; (iii) OSHA; and (iv) the Immigration Reform and Control Act of 1986. Contractor shall, if requested by City, provide certification and evidence of such compliance. If Contractor is an out-of-state

corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

b. Non-Discrimination. With respect to the provision of goods or services under this Agreement, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

11. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not subcontract or assign any right or obligation under this Agreement without the written consent of the City. Any attempted or purported subcontract or assignment without City's written consent shall be void and of no effect. No right under this Agreement, or claim for money due or to become due hereunder, shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this Agreement or any part thereof and Contractor hereby agrees to indemnify and hold City harmless against any and all such claims. In the event Contractor obtains the prior written consent of City to assign monies due or to become due under this Agreement, Contractor shall provide City a copy of the instrument of assignment duly executed by Contractor, which shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work. Upon notice and request by the City, Contractor shall promptly remedy, to include termination of any subcontract as appropriate and necessary, any default or failure to perform in a satisfactory manner the work undertaken by any subcontractor. Contractor shall be fully responsible and accountable to the City for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by them, to the same extent that Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.

12. BINDING EFFECT

This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the parties, subject to the provisions of Section 11, above.

13. RETENTION OF RECORDS

Contractor shall be required to retain any records necessary to document the charges for the services to be performed under this Agreement and make such records available to the City for inspection at the City's request for a period of not less than four

(4) years.

14. ENTIRE AGREEMENT

This document, including all Exhibits and Attachment One, contains the entire agreement between the parties and supersedes whatever oral or written understanding the parties may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Santa Rosa City Code.

15. SEVERABILITY

If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. WAIVER

Neither City acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

17. ENFORCEMENT OF AGREEMENT

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court located in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

18. CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor and Contractor's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

19. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 19 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

20. NOTICES

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

City

Brandalyn Tramel
Purchasing Agent
631 First Street, 2nd Floor
Santa Rosa, California 95404
Phone: (707) 543-3706
btramel@srcity.org

Contractor

George Lee, Vice President
MV Public Transportation, Inc.
479 Mason Street, Suite 221
Vacaville, CA 95688
(310)-908-7150
George.lee@mvtransit.com

20. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to the City that it is (a) a duly organized and validly existing corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief

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financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONTRACTOR:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: MV Public Transportation, Inc.

TYPE OF BUSINESS ENTITY (check one):


- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

By: _____

Print Name: _____


Title: _____

Signatures of Authorized Persons:

By:  _____

Print Name: Kevin A. Klika

Title: COO

By:  _____

Print Name: Theodore Navitskas

Title: VP & Associate General Counsel

APPROVED AS TO FORM:



Office of the City Attorney

ATTEST:

City Clerk

City of Santa Rosa Business Tax Cert. No.

301995

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services or Contractor's Proposal
- Exhibit B - Compensation/Rates

SANTA ROSA DOWNTOWN SMART PARKING SHUTTLE

EXHIBIT A SCOPE OF SERVICES:

City of Santa Rosa ("City") is issuing a Request for Competitive Proposals (RFP) to identify a well-established, qualified, responsible, and responsive transportation provider to award a pilot version of a Santa Rosa Downtown SMART (Sonoma-Marin Area Rail Transit) Parking shuttle. The service is to be open to the public and operated with one shuttle vehicle on one shuttle route bridging the Railroad Square SMART Station and the Downtown Santa Rosa Parking garages. The fare for the service will start out fare-free. Successful proposer must furnish and maintain Worker's Compensation Insurance, and Commercial General Liability and Comprehensive Automobile Liability Insurances with additional insured endorsement. Please see the attachment containing City insurance requirements to this solicitation. The City will enter into a General Services Agreement for services not to exceed \$350,000.

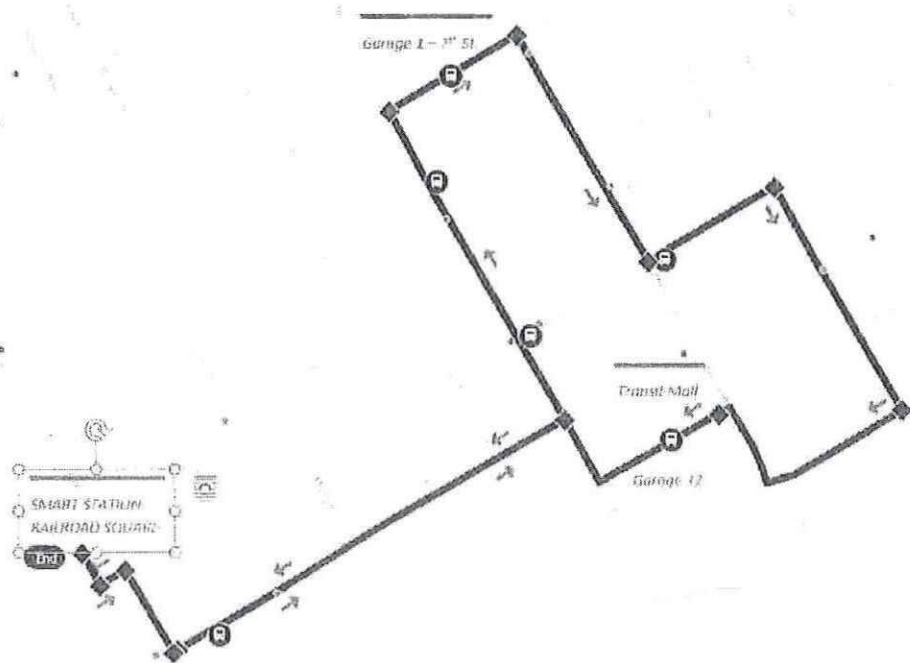
Contractor's will provide the driving staff, the single main vehicle for this service as well as back-up vehicles if necessary to maintain a reliable on-time performance.

The contractor will work in a close partnership with the City to deliver an efficient, high-quality, safe and user-friendly service to the community within the funding limitations.

Contract Period: This PILOT service will begin with the start of SMART's full service and not before. Current funding is projected not to exceed \$350,000 subject to approval of this pilot by City Council

VEHICLE: 10-24 passenger shuttle vehicle Required, the vehicle must be ADA accessible with two wheelchair locations on the vehicle. In your response, you must provide a list with the following details; the make, model, size, seating capacity, ADA compliance features and proposed Vehicle Revenue Hour Rate (pricing) of any/all vehicles that can be provided by your company to accommodate this Agreement. The City will review the lists of vehicles provided as a scoring element of this solicitation. City prefers a vehicle that is low-floor and ramp accessible.

SERVICE ROUTE:
Between the Railroad Square Historic District, 4th Street, Santa Rosa, CA and Garage 1 at 521 Seventh Street and



SANTA ROSA DOWNTOWN SMART PARKING SHUTTLE

Garage 12 at 555 First Street (Route is approximately 2 miles, round trip – 160 miles per week). Pick up and Drop off locations: Railroad Square SMART Station, bus-stop on Third at Wilson, bus stop on B St. at 4th Street, bus stop on B St. at Ross, Garage 1, bus-stop at Court House Square, bus stop on D St. and Transit Mall.

SCHEDULES: Monday-Friday 4:15 AM-9:05 AM, 12:15 PM – 1:05 PM and 3:15 PM – 9:35 PM, approximately two-round trips per hour. The City would like a range of pricing to account for changes in revenue service hours per day from 8 hours to 17.5 hours per day. The City expect to start service with 12.5 Revenue hours a day, about 62.5 hours a week and or between 250-275 revenue hours per month (except for Holiday). The Contractor will be responsible to hold revenue hours within approved monthly ceilings, while not falling below minimum on-time performance standards, to be determined within the Agreement during negotiations.

SANTA ROSA DOWNTOWN SMART SHUTTLE SCHEDULE									
* exact departure times and stop times may change. The span of service will remain for the first 3-4 months of the service.									
SANTA ROSA SHUTTLE			SMART SERVICE TO SANTA ROSA DOWNTOWN				SANTA ROSA SHUTTLE		
DEPART Garage-1	Transit Mall	ARRIVE SMART STATION	Wait for SB train	SOUTH BOUND	NORTH BOUND	NB pax wait for shuttle departure	DEPART SMART STATION	ARRIVE Garage-1	
4:15 AM	4:20 AM	4:23 AM	0:08	4:31 AM			4:30 AM	4:35 AM	
4:45 AM	4:50 AM	4:53 AM	0:08	5:01 AM			5:00 AM	5:05 AM	
5:15 AM	5:20 AM	5:23 AM	0:08	5:31 AM			5:30 AM	5:35 AM	
5:45 AM	5:50 AM	5:53 AM					6:00 AM	6:05 AM	
6:15 AM	6:20 AM	6:23 AM	0:08	6:31 AM			6:30 AM	6:35 AM	
6:45 AM	6:50 AM	6:53 AM			6:54 AM	0:06	7:00 AM	7:05 AM	
7:15 AM	7:20 AM	7:23 AM	0:08	7:31 AM	7:24 AM	0:06	7:30 AM	7:35 AM	
7:45 AM	7:50 AM	7:53 AM	0:08	8:01 AM	7:54 AM	0:06	8:00 AM	8:05 AM	
8:15 AM	8:20 AM	8:23 AM	0:08	8:31 AM			8:30 AM	8:35 AM	
8:45 AM	8:50 AM	8:53 AM			8:54 AM	0:06	9:00 AM	9:05 AM	
				10:01 AM	9:54 AM				
					10:24 AM				
					10:54 AM				
12:15 PM	12:20 PM	12:23 PM			12:24 PM	0:06	12:30 PM	12:35 PM	
12:45 PM	12:50 PM	12:53 PM	0:08	1:01 PM			1:00 PM	1:05 PM	
				2:31 PM					
				3:01 PM					
3:15 PM	3:20 PM	3:23 PM	0:08	3:31 PM	3:24 PM	0:06	3:30 PM	3:35 PM	
3:45 PM	3:50 PM	3:53 PM	0:08	4:01 PM			4:00 PM	4:05 PM	
4:15 PM	4:20 PM	4:23 PM					4:30 PM	4:35 PM	
4:45 PM	4:50 PM	4:53 PM			4:54 PM	0:06	5:00 PM	5:05 PM	
5:15 PM	5:20 PM	5:23 PM	0:08	5:31 PM	5:24 PM	0:06	5:30 PM	5:35 PM	*** In PM, layover point should probably not be Garage 1, but after both parking garages have been served (e.g., at the Transit Mall).
5:45 PM	5:50 PM	5:53 PM	0:08	6:01 PM	5:54 PM	0:06	6:00 PM	6:05 PM	
6:15 PM	6:20 PM	6:23 PM		6:31 PM	6:24 PM	0:06	6:30 PM	6:35 PM	
6:45 PM	6:50 PM	6:53 PM	0:08	7:01 PM			7:00 PM	7:05 PM	
7:15 PM	7:20 PM	7:23 PM					7:30 PM	7:35 PM	
7:45 PM	7:50 PM	7:53 PM			7:54 PM	0:06	8:00 PM	8:05 PM	
8:15 PM	8:20 PM	8:23 PM			8:24 PM	0:06	8:30 PM	8:35 PM	
8:45 PM	8:50 PM	8:53 PM			8:54 PM	0:06	9:00 PM	9:05 PM	
9:15 PM	9:20 PM	9:23 PM			9:30 PM	0:00	9:30 PM	9:35 PM	

SANTA ROSA DOWNTOWN SMART PARKING SHUTTLE

ADDITIONAL REQUIREMENTS:

Proposer shall also furnish with RFP response:

- A list of references for which similarly equipped buses and transportation services have been provided during the last three (3) years. The information shall include public agency name, contact name/phone number/email address, and dates of service and service description. References will be checked as part of this solicitation.

EQUIPMENT, INFORMATION SYSTEMS, SUPPLIES, PARTS AND FACILITIES TO BE PROVIDED BY CONTRACTOR

Each bus/cutaway provided shall be ADA compliant with onboard wheelchair lift, air conditioning, heating, and GPS. Buses must be clean, frequently inspected and maintained, and regularly serviced. The contractor will be responsible for providing the vehicle(s) (the primary vehicle may be branded for the service) needed for this service, include necessary ADA components on the vehicles that would be placed into service. All service being implemented would need to track ridership per trip per stop. The vehicle will need to have at least two wheel chairs securement areas.

The Contractor must provide the following at their own expense, unless otherwise noted in the final Contract:

1. All vehicles used for the provision of the City's services must be deployed from and stored in a facility that is located within the City's service area. If the contractor is unable to find a satisfactory facility within the City's service area it must be stated in the response to this solicitation. If in the best interest of the City, City may waive this requirement. This facility will be equipped to ensure business continuity in the event of a catastrophic event.
2. Vehicle(s) to meet service demands as outlined within the Agreement. Contractor, must provide a back-up vehicle which must also be maintained at the City standard as outlined. Back-up vehicle operators must also be available under such circumstances.
3. Ability (via automated passenger counters) to track ridership per trip per stop every day for all trips at all times. All information must be maintained and reported in a Microsoft Office application (e.g., Excel).
4. A two-way radio system, approved by the City, that allows all staff in the office and field, within the City's service area, to communicate effectively with each other.
5. Reliable maintenance equipment, supplies and/or parts for ensuring that all vehicles used for the provision of service, are maintained and operated in accordance with all State and/or Federal regulations governing such vehicles. All vehicles operated by Contractor must be ADA-compliant, safe, clean, free of any defects, and aesthetically pleasing to a reasonable degree as determined by the City. Contractor must allow for the City to brand the vehicle to the full extent that the City would like including a bus-wrap, the City will cover the cost of this branding. Contractor shall use an Information Management System for tracking and maintaining maintenance records and any other data required by applicable state and/or federal governments (i.e. CHP, CalTrans, and NTD) governing the delivery of service and the maintenance of public transit vehicles. Contractor shall produce and maintain a formal, written preventive maintenance plan that meets applicable manufacturer warranty requirements, as well as written and electronic, back-up records of all repairs and maintenance activities made to each

SANTA ROSA DOWNTOWN SMART PARKING SHUTTLE

vehicle, in accordance with state and/or federal regulations. All written and electronic records shall be available to the City or a City-approved agency performing inspections for up to four years after the completion/termination of the contract. Contractor may employ a subcontractor for vehicle maintenance activities only upon written approval from City. If a sub-contractor is being utilized, it must be named in the response to this solicitation. City may review all records and maintenance activities in order to ensure responsiveness to this solicitation and enter into Agreement.

6. The City will provide fuel for the operation of vehicles used in the delivery of the services. Fuel is available at the City's facilities at 55 Stony Point Road.
7. Any other equipment, information systems, supplies, parts and facilities necessary for meeting the requirements of this Contract, all applicable state/federal laws governing the delivery of service, and the changing service demands over the course of the contract term. The City reserves the right to reject and/or specify the equipment, information systems, supplies, parts and facilities used by the Contractor.
8. CONTRACTOR will take all required measures to assure business continuity and to maintain all functions critical to daily operations as required by the ADA.

A. VEHICLE REQUIREMENTS

The contractor will provide the vehicle (s) for this contract. The Contractor will store, fuel (USING City provided fuel), maintain, and repair all vehicles used for providing service under this contract to the standards set forth in the City Agreement, as well as all local, State or Federal compliance requirements. The Contractor shall be responsible for the lubricants, tires and other parts/supplies required for safely operating these vehicles. Contractor shall also conduct daily inspections of all safety equipment installed on each vehicle, including security cameras and related devices, to verify that they are operational at all times. Any inoperable safety and security equipment on the vehicles must be reported to the City immediately, and failure to do so may result in the assessment of liquidated damages as outlined within City Agreement and cited below.

LIQUIDATED DAMAGES

City shall have the right without prior notice to Contractor to make assessments against amounts owed by it to Contractor under the terms of the Contract as provided below. Each assessment contained in the Liquidated Damages Provisions shall stand on its own and may be cumulative. The application of one assessment shall in no way affect the application of any or all remaining assessments/incentives established herein.

The City may elect not to impose an assessment at its discretion. City's election not to impose or collect any assessment detailed above in any one instance will not act as a waiver of City's right to make such assessments or pay such incentives in the future. The assessments detailed in this Section in no way relieve Contractor of its obligation to satisfy each and every requirement under the terms of the Contract.

- a. Both Contractor and City agree that Contractor's failure to meet its obligations under the Contract will result in financial injury to City which would be incalculable including but not limited to reductions, fluctuations or changes in funding received by

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City. The exact amounts of any such financial injury shall be extremely difficult to determine at the time. Contractor, therefore, agrees that the amount City owes to Contractor under the Contract will be reduced as compensation to City for those financial injuries. Both City and Contractor agree the assessments detailed below are reasonable estimates of the damage City will suffer due to the shortcomings in Contractor's performance to which they relate. Accordingly, City may, in its complete and absolute discretion and without any prior notice to the Contractor, reduce the amount it otherwise owes to Contractor under the Contract by the following amounts and for the following reason:

Two times the daily amount City would otherwise owe Contractor each day on a Vehicle Revenue Hour and administrative cost basis assuming full performance of the City's service, for each day that Contractor fails to provide the service for which it has a contractual obligation to the City.

- b. Non-payment for the operation of revenue hours that exceed the monthly agreed upon range of revenue hours established by the City and the contractor. This ceiling may be changed with notice to contractor;
- c. Up to Six Hundred Dollars (\$300) per day for
 - i. 1) inaccurate reporting of data or 2) blatant disregard for reporting deadlines strictly required by state and federal regulations (i.e. NTD) governing the provision/delivery of service, until accurate data and reports are submitted. Such data would include passenger mile survey data that City may require Contractor to collect for NTD purposes.
- d. Five hundred dollars (\$500) per incident when a vehicle fails to pass Caltrans inspections or monthly compliance inspections conducted by the City.
- e. Two hundred dollars (\$200) per incident when the Contractor does not report an accident involving a revenue vehicle or an incident resulting in injury to a passenger within one (1) hour of the incident to the City's ADA Contract Administrator.
- f. One hundred dollars (\$100) for each incident for:
 - i. Each day the Contractor fails to provide for a full complement of drivers to meet the required bus pull out;
 - ii. Each incident of a missed trip;
 - iii. Each day the Contractor fails to have sufficient resources to cover Revenue Service needs (e.g., not enough vehicles);
 - iv. Each day the Contractor fails to employ and assign a Contract Manager to the services covered by the Contract. In the event the Contract Manager leaves his or her employment with less than two weeks' notice, this assessment will not be made until the fifteenth day following the notice of employment separation;
- g. Fifty Dollars (\$50.00) per incident for:
 - i. Each time a Operator is observed in revenue service without the proper uniform,

or violates conduct directives as outlined in Subsections 5 Operators Uniforms and 6 Employee Conduct;

- iii. Each occasion on which Contractor fails to notify City of a missed trip;
- iv. Each occasion on which Contractor fails to meet submission deadlines for any monthly performance, management, and any other report required under the terms of the Contract. This refers to on-time performance reports, missed and late trip reports, complaint, and any report agreed to under the Contract that relate to everyday performance and ridership. This fee will be assessed daily until the reports are submitted (\$50/day);
- v. Each occasion on which Contractor fails to report inoperable safety and security equipment;
- vi. Each incident of an operator or any Contractor staff falsifying a report (i.e., miles, monthly report on-time performance, vehicle revenue hours, missed trips, etc.);
- vii. Each missed trip at fault of Contractor. This fee may be waived if the trip is missed due to the forces of nature;
- viii. Each very late trip at fault of Contractor. A very late trip is defined as a trip that is in excess 15 minutes past the scheduled arrival time.

6. PERFORMANCE INCENTIVES PROVISIONS

In order to ensure scheduling efficiency and encourage the Contractor to use its financial and capital resources in the most cost-efficient manner, the City has established the following productivity standards:

- a. 90% on-time performance: Contractor shall strive to achieve a 90% on-time performance standard monthly. An on-time trip, as defined under this Contract, will be no more than five (5) minutes later than the time on the published schedule and zero minutes ahead of the published schedule at time-points.
- b. The contractor will receive an incentive bonus of
 - i. \$400 for each month (consistent with invoice period) that Contractor can verifiably meet or exceed 95% on-time performance.

The Contractor is encouraged to establish an employee appreciation program that shares a portion of the performance incentive monies with Contractor employees. This program should be documented in the Contractor Proposal.

No liquidated damages shall be assessed to the Contractor for failing to achieve productivity standards 6a and 6b above; these standards shall serve as goals for which the Contractor shall strive to achieve.

If the Proposer fails to deliver the services and vehicles in the manner identified in the Agreement, the City will issue a Notice to Remedy and a timeframe in which remedy is required. If remedy is not provided the Proposer shall pay to the City, as liquidated damages and not as a penalty, \$250 per vehicle, per each business day that the failure continues. If remedy is not achieved on or before the dates as described in the remedy notice, City has no obligation to accept any services or compensate for any services deemed unacceptable. City may cancel Agreement, and make Proposer subject to any costs incurred to establish an alternative.

Contractor shall obtain City approval, in writing, before installing any of its own equipment (e.g., DriveCam video cameras). All records must be in writing, and available to City for inspection within 24 hours of a request to inspect.

Contractor will maintain all vehicles per Original Equipment Manufacturer (OEM) recommendations and use only OEM, equal or better parts in any and all repairs. The vehicles will be required to pass City safety inspections and meet City appearance requirements during the term of the Contract or they will be removed from service. Additionally, Contractor shall produce a written preventive maintenance plan in accordance with applicable state and federal regulations and any City requirements per the Contract. This plan is subject to review at any time, and will be part of the scoring criteria for this solicitation.

Contractor will bring one vehicle (main vehicle and back- up vehicles) at a time (and all associated maintenance records for that vehicle as requested to the Santa Rosa Transportation and Public Works Maintenance Facility located at 45 Stony Point Road in Santa Rosa for the purpose of a compliance inspection before the close of contract negotiations, and at any time City makes additional inspection requests during the Agreement. A qualified vehicle service technician, employed by the City of Santa Rosa will:

- Visually inspect the vehicle.
- Review all maintenance records for said vehicle.
- Confirm that all scheduled Periodic Maintenance has been accomplished in accordance with Original Equipment Manufacturer (OEM) standards.
- Confirm that all parts and components on the vehicle are OEM or acceptable equivalent and have been installed to OEM standards.
- Confirm that Daily Vehicle Inspections have been accomplished. Review driver-noted defects and assure that they were addressed.

Contractor will be notified which vehicle to provide for the compliance review two days in advance of the scheduled day of the review. Upon completion of the review, a compliance form will be included in the maintenance binder for that vehicle.

DESCRIPTION OF CITY'S RIGHTS AND RESPONSIBILITIES

1. PLANNING

City will have the exclusive right to plan the general operation of the City's service, including, but not necessarily limited to, the right to determine and modify from time to time the following matters:

- a. Establishing revenue hour maximums
- b. Service delivery parameters
- c. Times of day services are to be rendered (hours of operation)
- d. Service areas in which program is to operate
- e. Data collection and data reporting procedures and formats
- f. Number and type, including seat capacities, of Contractor supplied back-up vehicles that may be used in service
- g. Advertising, promotion, public information, and customer feedback process
- h. City will have the right to increase or decrease the levels of service by fifteen percent (15%), based on annual vehicle revenue hours, without renegotiating with the Contractor the proposed Vehicle Revenue Hour Rate or any other term or condition of the Contract.
- i. Performance standards to which the Contractor shall either strive to achieve or be held responsible by the City within reason.
- j. Introduce and implement supplemental service contract(s) to provide additional and/or backup capacity on an as required basis. Supplemental contracts would be considered in close consultation with the Contractor. Supplemental service contractors could serve as contractors directly to the City or as a subcontractor to Contractor.

2. OPERATIONS AND MANAGEMENT SUPERVISION

City reserves certain rights with respect to oversight and monitoring of the performance of the Contractor:

- a. City reserves the right to monitor the process by which records and reports, as required by the City and the contract, are developed, maintained and retained by the Contractor.
- b. City reserves the right to monitor the performance and conduct of employees performing the duties related to the provision of service, as required by the City and the contract.
- c. City reserves the right to monitor the maintenance and use of all equipment and vehicles utilized in providing service, as well Contractor's adherence to a preventive maintenance plan that is compliant with all applicable state and federal regulations.
- d. City may install on any vehicles any equipment or accessories deemed necessary or appropriate by City, such as video equipment, to monitor the quality of service delivered by Contractor.
- e. City will establish written operational rules with the Contractor that are reasonable for operation of the City's system. To help ensure that the service delivered by Contractor is in compliance with the ADA and the terms of the Contract, and the operational rules may be amended with any

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- changes to any state/federal laws governing service.
- f. City may require daily manual passenger counts and/or other special counts/surveys to be conducted by Operators or other appropriate staff, per applicable state and federal regulations (i.e. NTD).
 - g. City will require that Contractor complete all operations, management, and/or performance reports required by state and federal (NTD) regulations governing service and the use of applicable equipment/vehicles for its provision, unless otherwise directed by the City. Reports must be submitted to City within the first ten (10) days of each month. Retention of all materials required for completing such reports must be maintained by the Contractor for at least 4 years from the expiration/termination of the contract. City shall inform Contractor of key deadlines for submitting required reports prior to the effective date of the Contract and reserve the right to change the dates with reasonable, prior notice.
 - h. City reserves the right to reject any subcontractors proposed or utilized by the Contractor to carry out the terms of the Contract.
 - i. City may make assessments against Contractor, at its sole discretion, in accordance with the Liquidated Damages Assessments Schedule.

4. PUBLIC INFORMATION SYSTEM

City will assume all responsibility for 1) printing, obtaining and producing brochures and tickets required for the operation of its service, and; 2) promotions, advertising and public outreach efforts.

- a. Contractor will cooperate with City in informing the public about the service. In this regard, Contractor will permit the City, at the City's expense, to supply service and fare information for vehicles. If requested, Contractor's Operators will distribute City sponsored information, including passenger survey questionnaires to its passengers.
- b. Contractor shall be required to receive permission from the City prior to releasing any documentation related to policies and procedures governing the provision of the service.
- c. Contractor will keep all service vehicles supplied with Customer Comment Cards (provided by City) at all times.
- d. Contractor shall ensure information about that the City's Customer Comment Line and the phone number for Comment Line is always prominently displayed in each service vehicle.
- e. The Contract Manager shall attend meetings as required by the City. A designated representative may attend on occasion, in place of the Contract Manager, with prior approval from the City.

5. MODIFICATION OF SERVICE AND FARES

City will give thirty (30) days prior written notice to Contractor from the effective date of a modification to the fare or service delivery structure. In the event of an emergency or natural disaster as declared by the City, the 30-day provision shall not apply, and Contractor shall use its best efforts to modify the existing service or provide additional service as requested and directed by appropriate City emergency response officials to respond effectively to the emergency.

6. ADVERTISING

City may utilize the interior of all vehicles used to provide service under this contract for the display of any written or printed advertising, promotional material, or public information notices at City's sole cost. Contractor will display only City-issued material on either the interior or exterior. No advertising or other material is to be displayed on the exterior of vehicles used to provide service under this contract.

7. CUSTOMER COMPLAINTS AND COMMENTS

- a. Customers can provide compliments, comments and complaints about the service by completing a Customer Comment Card or by calling the City's Customer Comment Line, both of which must be prominently displayed by Contractor.
- b. Contractor is required to submit all completed cards to City on a daily basis and submit a monthly report summarizing complaints by type and statement of action taken. Upon submittal, City will review and address each comment in a manner deemed most appropriate by the City; City shall also require Contractor to respond to the City within a reasonable timeframe that is consistent with the gravity of the comment. For example, if a passenger was seriously injured on a vehicle, the City may require an immediate explanation from the Contractor; whereas, if a passenger complained about the air conditioning on the bus, the Contractor may be given a longer period of time to investigate the A/C equipment and respond accordingly.
- c. City reserves the right to require the Contract Manager and/or other appropriate staff to attend meetings with City staff to address customer complaints and comments as needed.
- d. City shall receive and document customer compliments, comments and complaints. City shall define complaint categories and calculate the number of service related complaints.

DESCRIPTION OF CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

1. SERVICE PROVIDED BY CONTRACTOR

Business License Requirement. Contractors who provide services for the City of Santa Rosa within the city limits shall obtain, before the execution of any Agreement and prior to commencing any work herein, a City of Santa Rosa business license and shall maintain a current business license throughout the term of this Agreement.

- a. Contractor shall meet all service level requirements under the ADA requirements. Contractor shall ensure that it has sufficient back-up vehicles and drivers to prevent missed trip from occurring. Contractor will make service changes at City's request. If service is increased, Contractor will provide any additional personnel necessary to implement the increase for as long as the changes are applicable.

Contractor will operate the City's service pursuant to service parameters set forth in written instructions to be prepared by City as said service may be extended, reduced, or otherwise modified from time to time by City.

2. SERVICE PERFORMANCE STANDARDS

City expects that Contractor will meet or exceed the following performance standards. City, or its designee, will periodically monitor Contractor's adherence to these standards.

- a. On-Time Performance - 90% of all trips will arrive within 5 minutes of the scheduled time. No in-service bus will depart a time point before the published schedule.
- b. Sufficient Operators. At the start of the Contract, Contractor will have available enough Operators, plus back-up Operators at all times to drive the number of vehicles necessary to provide the published scheduled service. No scheduled bus pull outs will be cancelled because of vehicle shortages or staff absenteeism. Standard: 100% of all scheduled bus pull-outs will be met.
- c. Disabled Vehicle. Contractor will make best efforts to minimize service delays due to mechanical failures. If a vehicle has a road failure, Contractor will provide a replacement lift equipped (if original vehicle was lift equipped) vehicle with an unassigned back-up vehicle and operator, making best efforts to minimize service delays. If a vehicle experiences a lift malfunction it will be removed from service and replaced with a similar lift equipped vehicle.
- d. Customer Comments, Compliments and Complaints. City's standard for service related complaints is no more than 1 complaint for every 100,000 passenger miles.
- e. Preventable Accidents: Less than 1 preventable accident per 100,000 revenue miles.
- f. Passenger Injuries: Less than 1 passenger injury per 100,000 passenger trips.
- g. Passenger Loads Standard: Contractor must monitor maximum loading on buses. The Contractor shall notify the City when trips exceed 100% during off-peak periods, and 150% during peak periods on a continual basis.

3. PROVISION OF PERSONNEL

- a. **DRIVERS:** Assigned drivers must possess and maintain a valid California Department of Motor Vehicles driver's license for the appropriate class of vehicle to be driven, plus endorsement for school bus/passenger transportation. Drivers must have and maintain a safe driving record and must not have a criminal record. The Contractor shall be responsible for the training and oversight of all its staff and sub-Contractors, inclusive of vehicle operators, supervisors, management / administrative / maintenance staff, and dispatchers, necessary for providing the level of service required by the terms of the Contract. Contractor shall ensure that its employees operating contractor owned vehicles used to provide services under this contract are properly trained and licensed as Class "B" drivers, per state and federal laws governing the provision of service provided. Additionally, Contractor shall maintain the proper documents to verify that such training and licenses are current at all times for all affected employees.
- b. Staff must be able and prepared to handle any questions, concerns or complaints from the passengers about provision of service, including policies, fares and vehicle arrival and departure times. These shall be handled in coordination with the City's Contract Administrator.
- c. Contractor will maintain for inspection by City at all reasonable times a roster of personnel and their assignments. All such personnel will be employees of Contractor, and Contractor will be solely responsible for payment of their wages

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and benefits as well as for their wrongful acts. Notwithstanding the foregoing, City will have the right to notify the Contractor of any problems or concerns involving the performance or conduct of any employee of Contractor who is participating in the provision of the City's service. Contractor shall respond immediately to any such notice by City and shall take appropriate actions to remedy any problems or concerns including, where appropriate, termination or removal of such employee from provision of service for City. Contractor will faithfully comply with the terms and conditions of its agreements, if any, with any labor organization representing Contractor's employees concerning wages, benefits and terms and conditions of employment.

- d. Before hiring or assigning staff, the Contractor shall have conducted a national criminal background check through the California Department of Justice. Said check shall be conducted for a period of seven (7) years prior to the date of hire and extending up to a date not more than four (4) weeks prior to the date of hire. No person who has been convicted of any felony or misdemeanor for a crime against a person shall be assigned to service under this Agreement.
- e. 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 City 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.
- f. Contractor will identify the following personnel:
 - i. Contract Manager. Contractor will designate a full-time employee as the Contract Manager who will oversee the proper operation of the City's service. The City must approve the Contract Manager and any replacement of the Contract Manager. The Contract Manager must be on duty Monday through Friday. During other service hours the Contract Manager or supervisor designee will be available for on-call service related issues. Contractor shall not, without the prior written notification to the City, remove or reassign a Contract Manager approved by City. The Contract Manager's duties shall include the oversight of all employees and training of Dispatchers, and Supervisors. Every effort shall be made to attend meetings and/or conferences that are deemed relevant by City. The Manager shall respond to complaints verbally to the complainant and by email to the City within 3 days of receipt of complaint. The Manager shall interact directly with the City representative and will be solely responsible for the submittal to City of all daily, monthly, quarterly, and yearly reports required under the Contract.

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- ii. Operator Supervisor/Trainer. Contractor shall identify employee(s) that serve as Operator Supervisor/Trainer. The Contractor shall furnish the City with a current roster of scheduled supervisors including all updates as changes occur.
- iii. Dispatchers. Contractor will provide dispatcher(s) as necessary to properly oversee the daily operation of the City's service. The dispatcher(s) will insure proper and efficient utilization of personnel and equipment to meet the pull-out.
- iv. Operators. Contractor will provide as many properly qualified and trained Operators as are necessary to operate safely and efficiently any vehicles used for the City Service. All Operators shall have the skill and temperament to operate a bus in a safe manner, and according to California State Law. Each Operator will be trained, qualified and appropriately licensed under all applicable state and federal laws in the operation of a transit vehicle. Contractor will use its best efforts, consistent with any agreement between it and any labor organization representing its Operators, to assure that the Operators are assigned to the same service area for the sake of consistent service and excellent customer relations. Operator assignments will be such that efficiency of vehicles and manpower will be maximized in terms of the number of passengers carried.

4. QUALIFICATIONS OF PERSONNEL

Contractor will furnish such qualified operators/drivers and dispatchers, supervisory, quality control, clerical, and other personnel as may be necessary to provide the City's service in a safe and efficient manner, and to broker supplemental service if needed.

Contractor will ensure that its employees are qualified to perform the tasks assigned to them and are trained in the performance of those tasks. Additionally, all employees shall have at all times the proper medical/performance clearances and licenses under applicable state and federal laws governing the provision of public transit. City also reserves the right to require training, testing and other additional personnel qualifications beyond what is minimally required by law to ensure the utmost safety and security of the City's customers. Contractor must maintain written documentation demonstrating compliance with all applicable laws and City requirements, and this documentation must be immediately available for City inspection upon request.

5. OPERATOR UNIFORMS

Operators will wear clean, pressed uniforms supplied by Contractor which will include a solid, button-up short or long sleeve sport shirt or blouse, solid, dark pants, (no denim jeans allowed), black shoes appropriate for use while handling and loading wheelchairs, dark over-garment as needed for weather protection, including, but not limited to, rain gear and a light jacket purchased by Contractor. Any other uniform parts or accessories, such as City uniform baseball type cap, that adds to the professional appearance of Operators and is approved by City may be allowed. Contractor may also mirror the uniform policies of Santa Rosa CityBus;

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however, all uniforms provided to any employee of the Contractor must clearly show a non-removable emblem or other insignia indicating the employee's affiliation with the Contractor. Vehicle operators' uniforms must include identification by ID number (see item 6.c.vi. below).

6. EMPLOYEE CONDUCT

- a. Contractor will ensure that all of its employees present a neat appearance and conduct themselves in a courteous, efficient manner.
- b. City has the right to inspect the performance of Contractor's employees at all times. In the event that any employee is found not to be courteous or not to be performing properly the services required by the Contract, Contractor shall take necessary corrective measures consistent with any applicable provision of any agreement between it and a labor organization representing its employees.
- c. All employees who are likely to be in contact with the public are to be trained by Contractor to give accurate information concerning all City fares and services. Additionally, Operators shall meet the following requirements and observe the following rules. All Operators shall:
 - i. Be courteous and sensitive to the special needs of the passengers with disabilities and all persons contacted in the performance of the job;
 - ii. Shall be scheduled by Contractor in a manner that ensures a consistently high quality of service;
 - iii. Maintain a working timepiece at all times; (The time on his/her timepiece must be synchronized with dispatcher or lead driver daily.)
 - iv. Speak, understand and write the English language and only use the English language when communicating on the two-way radio regarding transit related business;
 - v. Always wear a uniform during all service hours that is consistent with the uniform policies outlined in the Contract;
 - vi. Be identified by an ID number, which must be worn on the outer garment during all service hours (name badges are optional);
 - vii. Inform customers of his/her first name or ID number upon the request of the customer;
 - viii. Complete a daily pre-trip inspection report per CHP/state/federal regulations;
 - ix. Not eat, drink or smoke aboard Vehicle at any time;
 - x. Avoid boisterous or profane language or incivility to anyone and never use profanities while talking on the two-way radio;
 - xi. Keep the vehicle clean and sanitary during the workshift;
 - xii. Immediately report any vehicle defects to his/her supervisor or dispatcher;
 - xiii. Use Vehicles only in accordance with assigned duties;
 - xiv. Conduct self and operate assigned vehicle in a safe and courteous manner;
 - xv. Not allow anyone to solicit on the vehicle;
 - xvi. Not allow any animals, except service animals (e.g., guide dogs) on vehicle;

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- xvii. Refrain from speaking to anyone concerning an accident or similar incident unless it is to the Police, City staff, City Claims Adjuster or Contractor supervisory personnel; all information regarding an accident involving the City's service is confidential;
- xviii. Follow the route turn-by-turn and maintain time schedules to the extent possible and notify dispatcher if it becomes necessary to alter the schedule;
- xix. Communicate to dispatcher (via the on vehicle communications system).
- xx. Notify his/her supervisor or dispatcher via the on vehicle communications system of any schedule delay and not talk bus to bus without direction from dispatch;
- xxi. Make all customer stops in a safe location and manner and only at designated stops unless otherwise authorized by dispatcher;
- xxii. Refrain from accepting gratuities of any kind;
- xxiii. Keep and maintain trip level and daily data as directed;
- xxiv. Honor special passes, collect fares/tickets, issue public timetables, issue bulletins and other materials, and perform occasional surveys or other actions as required by the City;
- xxv. Not carry or play any type of portable radio or wear headphones aboard vehicles whether moving or parked;
- xxvi. Carry and use as necessary a Contractor supplied deodorizer in each vehicle;
- xxvii. Secure all wheelchairs and scooters using the tie down systems in each vehicle;
- xxviii. Verbally identify his/her self to blind or visually impaired customers;
- xxix. Assist customers as needed and required by the ADA.
- xxx. Use of cell phones and/or text messaging devices while driving is prohibited by law and it will be considered a punishable offense if a driver is observed violating this law by Road Supervisors, Management, or Santa Rosa City management personnel. Complaints received from passengers regarding violations will be fully researched and if found valid will warrant appropriate action up to and including termination.

7. SUBSTANCE ABUSE PROGRAM

Contractor shall require its prospective, safety sensitive employees who may be assigned to perform safety-sensitive duties related to the City's system to undergo pre-employment drug testing, consistent with City policies and any applicable state/federal laws. Safety sensitive employees shall also be subject to post-accident testing, probable cause testing, and random testing, as required by FTA 49 CFR Parts 653 and 654, Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations. Such drug and alcohol tests will comply with Federal Transit Administration (FTA) regulations. If an employee fails a random, post-accident, or probable cause test, Contractor shall inform the City's Contract Administrator of the failure and of the actions taken within 24 hours of the event.

If a subcontractor is approved and engaged in the delivery of services under this Contract, the Contractor will be responsible for administration of a substance abuse program for the subcontractor's employees engaged in the delivery of the City's service.

11. MONTHLY REPORT

The Contractor will prepare and provide all monthly management and operations reports required by the city to meet all City and State reporting requirements. Unless stated otherwise in the Agreement, monthly reports are to be submitted to the City by the 10th day of the month. Contractor must include any subcontracting invoices with the monthly billing.

12. NONDISCRIMINATION IN PROVISION OF SERVICE

In providing the services under this Contract, Contractor shall not discriminate against any person on the basis of race, color, religion, gender, national origin or disability. No person shall, on the basis of race, color, religion, gender, national origin, disability, or sexual orientation be excluded from participation in or be denied the benefits of the services, programs or activities provided under this Contract.

(1) Matters of Responsiveness

a. Technical Specifications

In this section, MV has addressed the items in the Scope of Work document, under "Description of Contractor's Rights and Responsibilities."

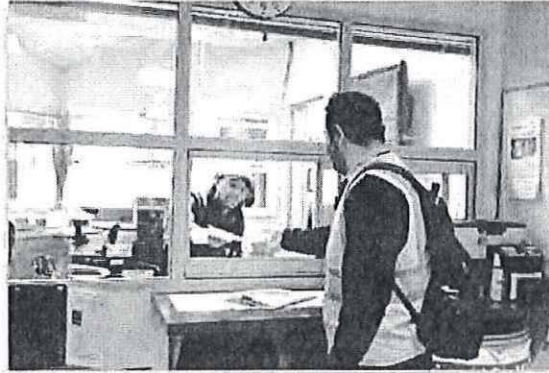
1. Service Provided by Contractor

Business License Requirement

As a current contractor for the City, MV is currently licensed to do business in Santa Rosa.

Operations Plan

Operator Check In



When the operator reports to the facility, he or she will check in at dispatch. The operations manager or on-duty supervisor will be present, along with MV's dispatch team. The dispatcher will mark the operator as present and hand the operator his or her vehicle assignment, provide any written notices regarding service adjustments, changes, or

announcements, and perform a "fit for duty" review of the operator. This review includes a uniform check, reasonable suspicion evaluation, and a review of each operator's license.

Daily Vehicle Inspections

The operator will proceed to the yard and locate his or her vehicle. When the operator arrives at the vehicle he or she will initiate the daily vehicle inspection (DVI, or "pre-trip") using MV's standard pre-trip inspection forms. All areas of the vehicle that are inspected and all results must be documented.



During pullout, supervisors will be onsite to monitor operators as they perform these inspections, respond to any questions operators may have, and ensure a timely and coordinated pullout.



If the operator detects an issue with the vehicle that presents a safety hazard and will prevent the vehicle from leaving the yard and entering service, the operator will notify dispatch, who will contact the on-duty mechanic. The mechanic will determine if the issue can be quickly rectified (for example, a bulb replacement), or the vehicle

should be pulled from service (for example, the brakes are not operating properly).

If the vehicle must be pulled from service, the mechanic will communicate the change with the dispatcher, who will assign a backup vehicle (which is already pre-tripped) to the operator. The mechanic will place the vehicle out of service and list it on the out of service monitor, which is mounted on the wall of dispatch and perform all required Lock-Out-Tag-Out procedures.

If the mechanic can make the repair quickly and easily, he or she will do so, and the operator will notify dispatch as he or she departs the yard and proceeds to the first stop.

If the operator does not detect a safety related defect that would prevent the vehicle from entering service, the operator will notify dispatch as he or she departs the yard and proceeds to the first stop.

Dispatch Operations

A dispatcher will be on duty during all hours of service to respond to issues and monitor service. They will review real-time vehicle location and operational information using Syncromatics, and support operators in keeping service on time.

Route Initiation

Upon arrival at the first stop, the operator will check its arrival time against the schedule. If the operator is early, he or she will not leave the stop until the first scheduled departure time.

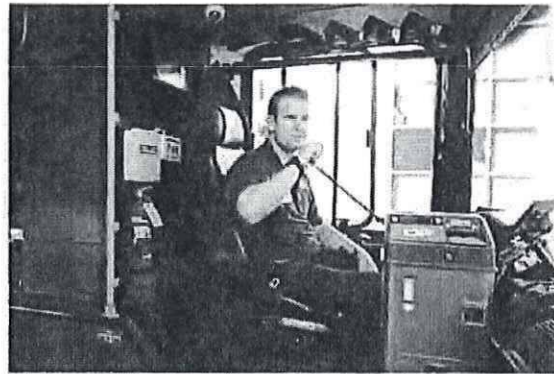


The operator will proceed to the next stop at the scheduled departure time. MV's dispatch team will continually monitor service delivery in order to quickly resolve any issues that arise.

Standby Operators, Protection Vehicles, and Backup Service

A core component in service reliability is the appropriate deployment of protection and/or backup service. MV's operational plan offers the following measures to ensure service reliability, minimize deadhead, and improve operational efficiency.

Standby Operators: Standby operators are posted at the facility, and are available to relieve service in the event of an operator illness, roadcall, or any incident that results in a vehicle being placed out of service for any extended period of time. When a standby service is required, the standby operator will respond directly to the scene of the incident, and when necessary, meet the in-service vehicle in order to efficiently transfer passengers. The standby operator will continue the remainder of the route until shift end or otherwise directed by dispatch.

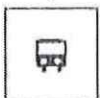


Backup Vehicles: Backup vehicles are pre-tripped vehicles that are parked at the operating facility. These vehicles are available for use in the event of a service disruption such as a vehicle incident or roadcall.

Road Supervision

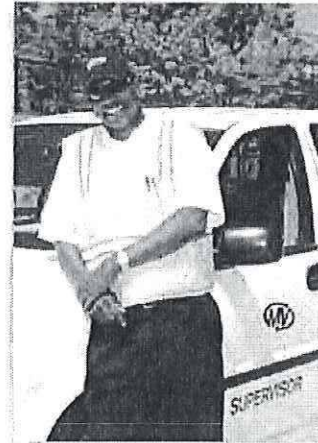
MV has road supervisors strategically placed in the service area who can support service as needed. They perform incident investigations, administer drug and alcohol testing procedures, respond to roadcalls, and resolve passenger disputes as needed. Based on their findings for these various activities, MV's managers will administer progressive discipline pursuant to the collective bargaining agreement.

Road supervisors will also perform operator evaluations to ensure that each operator is safely and correctly performing his or her job. Road observations are



performed discreetly (and unannounced) without disruption to service, and include the following review types:

- **Observed Ride Checks:** Observed ride checks are on-board evaluations of an operator's customer service and safety skills. Areas that are evaluated include safe vehicle operation and professional passenger interaction. During this check, the operator's credentials are checked to ensure proper certifications are up to date and in the operators' possession.
- **Unobserved Service Checks:** Unobserved service checks are random inspections that assess operators' driving and safety skills from the road. Road Supervisors perform these checks from their service vehicle (following the operator). Operators typically are unaware that these evaluations are being performed.
- **Mobility Device Securement Spot Checks:** These random inspections are on-vehicle reviews of an operators' ability to safely and properly secure a mobility device. The supervisor meets the operator at a location where a passenger using a mobility device is being picked up, boards the vehicle, and closely observes the manner in which the mobility device is secured.
- **Pullout Inspections:** Pullout inspections are unannounced and occur daily. A supervisor that is stationed in the yard confirms that the operator is in proper uniform, has the appropriate credentials on his or her person, and is prepared for service that day. The supervisor then checks the vehicle to confirm it is clean and ready for service.



End of Operator Shift

When the operator has completed his or her shift, he or she will check the vehicle's fuel level and notify dispatch and head to the yard or to the fueling station if needed.

The operator ending his or her shift will perform a walkthrough of the vehicle to collect any items left on board and dispose of any trash. Then the operator will perform a post-trip inspection.

2. Service Performance Standards

The following table represents MV's approach to the City's performance standards.

Standard	Approach
On-Time Performance	Managing on-time performance will primarily be the responsibility of MV's dispatchers. They will monitor service in real time using Syncromatics, which will enable them to make swift and effective decisions to restore service to its schedule. MV's operators are also charged with keeping the routes on time. This responsibility begins in training, is reinforced through coaching, and is accomplished day-to-day through consistent communication with MV's dispatcher. Should the City add additional vehicles to this service, Syncromatics is able to keep equal spacing between operators to ensure 'bunching' does not occur.
Sufficient Operators	MV continually recruits for new operators and holds training courses on an ongoing basis. This approach ensures a pool of trained, qualified operators are available to fill any openings on MV's operator teams.
Disabled Vehicle	While MV's preventive maintenance program will minimize vehicle downtime, MV's maintenance team is prepared to respond to unexpected vehicle failures. The on-duty mechanic will work with the operator via radio to determine if the operator can easily correct the issue; if not, the mechanic will coordinate a response with the dispatcher. Please refer to section (6), <i>Maintenance Requirements</i> , for a more detailed description of MV's roadcall procedures.
Customer Comments, Compliments, and Complaints	Passenger feedback matters and provides a more complete picture of how MV is performing. MV will carefully investigate every passenger complaint and will review all passenger feedback to determine where



Standard	Approach
	recognition, training, or discipline is warranted.
Preventable Accidents	Safety is MV's highest priority. It is the heart of MV's training program and is reinforced through daily safety messages, monthly safety meetings, regular refresher training, monitoring tools, and coaching programs. It is also the quality most highly honored among MV's operators; MV's incentive and recognition programs are safety-based, which fosters a culture of safety and instills a sense of pride into each operator's approach to daily service. Each tenet of MV's safety approach is designed to minimize accidents, ensuring MV's passengers arrive safely to their destinations.
Passenger Injuries	MV takes passenger injuries very seriously. MV's safety program focuses on passenger safety while on-board the service vehicle. In addition to minimizing vehicle accidents, most passenger injuries are prevented by encouraging passengers to observe seatbelt safety practices, remain seated while the vehicle is in motion, and to use caution when boarding and alighting the vehicle.
Passenger Loads Standard	MV will carefully monitor passenger loads, reviewing passenger counts to identify patterns of trips in excess of the off-peak and peak standards. MV will advise the City when trip demand exceeds these standards.



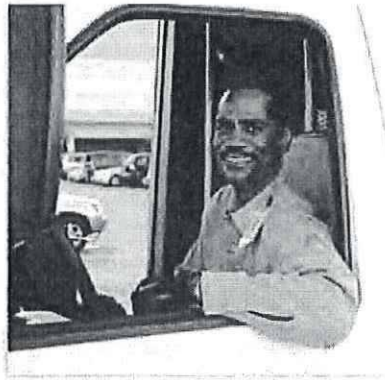
3. Provision of Personnel

a. Drivers

MV will provide one (1) full time and one (1) part-time driver (herein referred to as "vehicle operators" or "operators") for this service.

Vehicle operators are the critical interface to passengers and must appropriately represent the City and the SMART train system. MV

operators have a safety-first attitude, a professional demeanor, and excellent customer service skills. They must be proficient in verbal and written English and possess a Class "B" license.



The primary responsibility of the vehicle operator is to transport customers while adhering to safety regulations, traffic laws, operating policy, and scheduled time points. Vehicle operators respectfully and professionally respond to customer inquiries, providing route information as needed. They are trained in the system routes, and are fluent in providing information regarding major

stops, transfer points, and schedule information. Upon consent, operators respectfully assist passengers as they board the vehicle and aid those who agree to assistance in securing their mobility device.

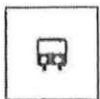
When operators report to work, they immediately check in at dispatch. Then, they proceed to the yard and perform a pre-trip inspection, coordinating with the yard supervisor and/or maintenance team to correct any safety issues discovered. Once the pre-trip checklist is complete, operators are cleared for pullout.

All MV operators are properly trained in on-board technology including Syncromatics, and must demonstrate proficiency in all dispatch communication procedures. Vehicle operators coordinate with dispatch regarding schedule adherence, vehicle malfunctions, accidents, and/or other disturbances.

Upon return to the yard, vehicle operators perform a post-trip inspection and submit all completed paperwork to dispatch.

b. *Passenger Assistance and Customer Service*

Operators and staff are trained to provide the highest level of customer care to every passenger. Whether they are answering a question about a stop or destination, or securing a passenger's mobility device, MV's team members are expected to treat every passenger with dignity and respect.



Sensitivity and Passenger Assistance

MV places great importance on operator sensitivity and safeguarding the dignity of its passengers. MV's state-of-the-art, customized ADA Sensitivity Training Program is tailored to each contract and emphasizes courtesy, understanding, and the operator's responsibility to serve all passengers, regardless of background or disability.

Practice and role-playing sessions are held with trainees to foster an experiential understanding of the challenges of navigating the system as a visually impaired passenger or as one who uses a mobility device. Video and classroom training is augmented by the involvement of representatives from the community, local advocacy groups, and care facilities.



Operator training includes the study of different types of disabilities and mobility aids so that operators properly learn how to handle each one professionally and with utmost care. Training emphasizes how passengers in mobility devices generally require a greater level of time, attention, and particular

sensitivity by the operator. It explains how the proper securement of the mobility device is critical to providing a safe, enjoyable ride for the passengers. To ensure ongoing safety for passengers, training and monitoring in this area extends beyond the initial training period.

Customer Service Training

MV is excited to present its brand new customer service program, Platinum Connection Customer Service (PCCS). Developed by a cross-functional MV-leadership team, and led by its Safety and Learning & Development departments, PCSS is based on the principle known as the Platinum Rule – do unto others as THEY would like to be treated.

During the transition period, MV will administer this training to each of its shuttle operators. It is important that this training is administered to every single employee across all departments; this ensures that each MV employee is working from the same playbook.



PCCS is a four (4)-hour, facilitator-led course that focuses on MV's vision of customer service and on how MV employees connect with customers. MV has a broad definition of the customer, and it is important that this is defined within this training: "A Customer is anyone who depends on you, whether it is your co-workers, clients or your passengers."

This program teaches employees how to make customer-centric, solution-focused choices with a focus on personal responsibility. This interactive program will use video examples of customer service situations from the MV Vault to guide participant discussion. Then the learning is locked in with engaging facilitator-led activities to enable participants to practice their customer service skills.

The program will build on the following questions:

Why does this matter to me?

- These skills makes your job easier and improve your work life satisfaction

What is PCCS?

- A customer-centric, solutions-focused approach to connecting with customers based on the platinum rule

How do I provide PCCS to my customers?

- By treating customers as they want to be treated.

How do I treat my customers as they want to be treated?

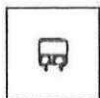
- We use A.C.E. to help participants remember the strategies.
- A= Awareness (self-awareness, awareness of customer expectations)
- C= Choice (Communication- verbal and non-verbal, conflict management)
- E= Empathy (putting yourself in someone else's shoes)

PCCS will be incorporated into the Monthly Safety Meetings to keep customer service top of mind because treating our customers well is an important piece in creating a safe environment.

c. Personnel Assigned to this Contract

In addition to two operators, MV is also pleased to offer the City the support of the following personnel at no additional cost:

- Contract Manager
- Maintenance Manager



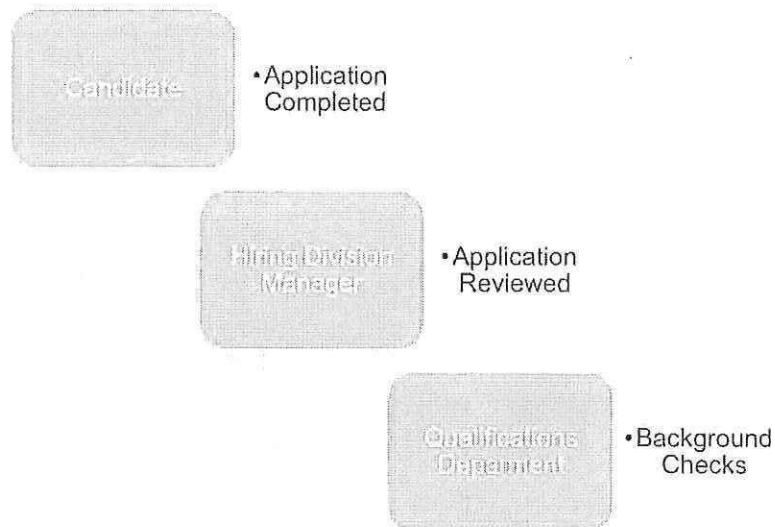
- Mechanics
- Road supervisors
- Dispatchers
- Payroll Clerk

d. Hiring and Screening Practices

MV posts all career opportunities – from vehicle operators to management staff – on the career section of company’s website (<http://careers.mvtransit.com>); this is powered by CareerBuilder, LLC.

Completing Application

An applicant begins the employment process by completing an online application. After the application is completed, it is reviewed by the local hiring lead (for this contract, this will be the contract manager) to determine if qualifications are met. If the applicant meets the minimum requirements, the qualifications process will begin.



Qualifying Applicant

The hiring lead will contact the applicant and request that he or she reviews and signs the required release documents.

Required release documents include:



- Application for Employment
- MV's Background Check Disclosure and Authorization release
- FTA DOT Disclosure and Authorization (FTA divisions only)
- FMCSA DOT Disclosure and Authorization (FMCSA divisions only)
- California Pull Notice Authorization Form (CA divisions only)
- I-9 Express Online I-9 verification

Once signed, the applicant's background checks are ordered.



All employees must pass a mandatory pre-employment drug test. Additionally, depending on the position, applicants may be required to pass either a DOT or Non-DOT physical examination. MV's qualifications department will contact the hiring lead within seventy two (72) hours once

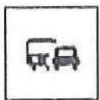
the applicant is qualified for hire (or qualified pending additional information).

MV Transportation, Inc. has an Equal Opportunity Employment (EEO) policy in place and will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, disability, national origin or any other characteristic protected by the law.

Motor Vehicle and Criminal Background Reports

An applicant's motor vehicle report (MVR) will be assessed to determine if any of the following items are present:

- Serious traffic offenses in the last three (3) years
- More than three (3) moving violations in the last three (3) years
- Pattern on the motor vehicle report (MVR)



MV will also complete a criminal background check through the California Department of Justice for a period of seven (7) years prior to the date of hire.

All criminal convictions and motor vehicle reports are reviewed and assessed based on the Equal Employment Opportunity Commission (EEOC) guidelines, along with the following eligibility factors:

- The frequency, severity, and nature of the conviction
- The age of the applicant at the time of the conviction
- The elapsed time from the date of the conviction to the present
- The relationship between the nature of the offense and the type of employment
- Evidence of rehabilitation, successful employment history, and any aggravating, mitigating or extenuating circumstances

Adverse Checks

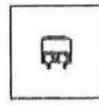
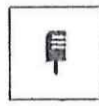
If the background check reveals adverse information, MV's qualifications team will initiate an individual assessment. The applicant will receive a pre-adverse letter, along with a copy of their background reports. The applicant is given an opportunity to contest their background reports within ten (10) business days.



If the applicant provides appropriate documentation clearing the issues cited, the hiring lead is notified that the applicant is qualified for hire. If the applicant is unable to clear the report within ten (10) business days, then the qualifications department issues a disqualified notification to the hiring lead, who will in turn notify the applicant.

An adverse result is reviewed and assessed for an applicant who has the following:

- A misdemeanor or felony



- More than three moving violations in three years on their driving record

Medical Examination Reports



The company requires all applicants for safety-sensitive positions to undergo medical examinations. The hiring lead will schedule an online appointment with eScreen, Inc., and notifies the applicant.

All exams and test results are reviewed by a medical review officer (MRO) to assure compliance with DOT requirements – this review is based on the medical standards set forth by FMCSA (49 CFR 391.41) and medical guidelines.

MV requires applicants to undergo this examination to establish the applicant's fitness to perform the job for which they have applied, without endangering the health and safety of themselves or others. All exams are performed by a physician or licensed medical facility designated or approved by the company.

A current employee may be required to have a medical examination under the following conditions: Exposure to toxic or unhealthful conditions, a request for an accommodation due to a disability, or is unable to perform essential job functions due to a medical condition.

Physical Examinations

An applicant in a safety-sensitive position must also undergo a pre-employment physical examination performed at MV's expense by a physician of the company's choice. Other exams may include a DOT physical or other physical testing.

Drug and Alcohol Testing

MV shall require every covered employee who performs a safety-sensitive function as described in the FTA regulations Part 655 and the FMCSA regulations Part 382 (382 is only applicable to those contracts not subject to FTA regulations) to submit to a pre-employment, post-accident, random, and reasonable suspicion drug and alcohol test as described in this policy. MV shall not permit any employee who refuses to submit to such tests - to perform or continue to perform any safety-sensitive functions.



e. Regulatory Compliance

MV complies with all applicable federal, state, and local laws and understands its responsibilities in this area.

f. Identification of Personnel

Peter Edwards, Contract Manager



Mr. Peter Edwards has served as general manager for MV's Santa Rosa operation since 2003. For fourteen (14) years, he has been a partner to the City of Santa Rosa in his oversight of its ADA Paratransit service. Peter brings more than twenty (20) years of management experience to his role and understands the level of quality expected by the City of Santa Rosa.

Peter will serve as the daily operational liaison between MV and the City. He is MV's field representative and the City's advocate. Peter will work in partnership with City staff, the local team, MV's corporate support personnel, and the riding community to realize the mission and vision of the SMART shuttle service.

Peter is responsible for the safe, customer-focused, and high quality operation of the shuttle service. This responsibility encompasses all efforts defined within the scope of work, including safety, training, maintenance, personnel oversight, operating performance, data collection, reporting, community relations, budgeting, accounting and finance, local purchasing, adherence to policy and procedure, contract administration, and more. He will handle all customer complaint response.

Peter will be available to the City twenty four hours a day, seven days a week (24/7) by mobile phone and will be on duty Monday through Friday.

Operator Supervisor/Trainer

MV will have operator supervisors/trainers to support this project. This position will be responsible for the training and monitoring of new vehicle operators. This individual will be properly certified in the required techniques to ensure each new operator is safe and prepared. They



instruct operators on all policies and procedures, complying with City and MV guidelines. The operator supervisor/trainer is responsible for monitoring and evaluating all trainees as they progress through MV's safety training programs.

The operator supervisor/trainer also serves as a mentor to the trainees and conducts follow-up ride-checks throughout the new team member's employment.

Dispatcher

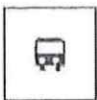


The dispatcher directs all on-road operations that occur from daily pullout to return-to-yard. This position coordinates with vehicle operators while in service in order to monitor operations status, mitigate delays, and assist in resolving service disruptions.

The dispatcher supervises operators, manages report times, assigns vehicles, and distributes bulletins and other information. They are trained in reasonable suspicion and are responsible for assessing fitness for duty.

This person acts in compliance with City policies in accordance with MV operating procedures. The dispatcher monitors service delivery via Synchromatics throughout the service day, working closely with operators to efficiently respond to service needs, including accidents and on-board emergencies.

The dispatcher coordinates standby operators in the event that an operator does not report on time. The dispatcher also coordinates with the maintenance team for vehicle exchanges, maintenance pulls, and submission of vehicle inspection/defect forms.



Additional Staff

Nga Prachittham, Maintenance Manager

Mr. Nga Prachittham has nearly twenty (20) years of maintenance experience. He manages maintenance operations for MV's Santa Rosa operation. Nga attended the Universal Technical Institute and earned Electronics and Electrical certificates, ASE & AC certificates, and attended Hybrid and Cummins training. He also attended Delta College where he studied automotive, diesel, and electrical systems.

Nga's primary duty is to ensure the safe and effective operation of the shuttle vehicle. He and his team protect and maximize the useful life of vehicles operated by MV, by ensuring compliance with all OEM, City, and MV standards of safety, operation, and appearance.

The maintenance manager coordinates and oversees all scheduled and unscheduled maintenance inspections and repairs. He coordinates with dispatch to maximize fleet availability and understand service demand peaks. The maintenance manager monitors all fleet, equipment, and facility maintenance activities – those performed both in house and those contracted with outside vendors. He also coordinates with equipment manufacturers regarding warranty issues and specialized training needs.

Nga also ensures adequate staffing and supervision, and is accountable for the performance of the maintenance team.

A-Level Mechanic



The A-level mechanic is the highest-level line mechanic. Under general supervision, A-level mechanics perform the most difficult repair tasks and supervise subordinates. This person performs all needed repairs, adjusts vehicle systems, and

performs as a shift leader when required. A-level must be able to teach, diagnose, inspect, and change or repair defective components and/or sub components.

4. Qualifications of Personnel

a. Clearances and Licenses

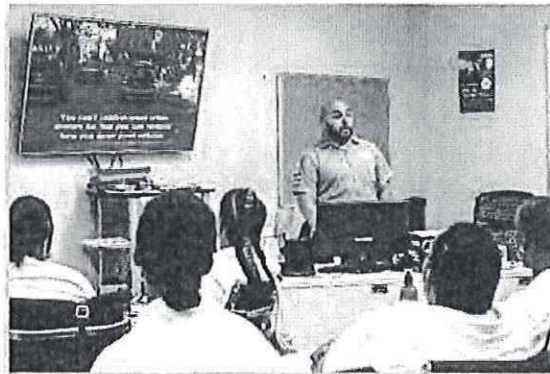
Please refer to section 3.d, *Hiring and Screening Practices*, for a description of MV's compliance with the City's requirements for determining qualifications.

b. Training

Each operator will be professionally trained using the MV-Avatar Fleet operator training program.



Seamlessly blending classroom and hands-on learning, this training curriculum uses adult education techniques, keeping trainees engaged and interested throughout the duration of training.



The program is supported across three principal domains, *affective*, *cognitive* and *behavioral*, through a blended approach to adult learning, based on Bandura's Social Learning Theory. Under this approach, this training program focuses

on positive attitude (affective), knowledge building (cognitive) and skill development (behavioral).

Classroom training includes a combination of facilitator-led discussion, DVD presentations, and short quizzes. Students actively participate in these interactive sessions, and develop their skills first in closed course skills-building activities and then under structured behind the wheel training. Training is based on comprehensive *driving standards* that detail every aspect of safe and defensive driving.

This program offers consistent and thorough training to all new operators. Its module-based format offers trainers the necessary flexibility to provide refresher and/or abridged transition training, or customize training to address specific areas of concerns, e.g., unique service area, specific vehicle or service type, and dispatch procedures.

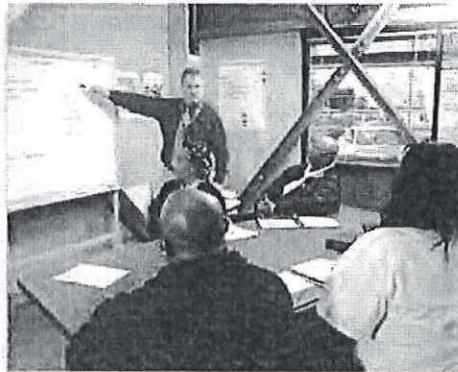


Training Formats

The entire new operator training program comprises five training formats: classroom training, pre-driving skills, observation, behind the wheel, and cadet training.

Classroom:	Twenty and one quarter (20.25) hours
Pre-Driving Skills:	Four and one half (4.50) hours
Observation:	Twenty two (22.00) hours
Behind the Wheel:	Twenty one (21.00) hours
Cadetting:	Sixteen (16.00) hours
Total:	Eighty three and three quarter (83.75) hours

Classroom Training



The instructor-led classroom training is based on an adult-learning interactive training model and uses video training modules which are reinforced by the written training/study guide.

The video training is presented through an interactive, panel-hosted discussion led by MV personnel.

Topics include safety, defensive driving principles and techniques, hazards communication, security awareness, employee policies and procedures, employee wellness, sexual harassment, bloodborne pathogens, map reading, and on-road procedures.

Testing occurs at the end of each module and at the end of classroom training with a cumulative, closed-book exam. Employees must pass with a score of eighty (80) percent or higher in order to proceed to behind the wheel training.

Pre-Driving Skills

Designed to familiarize the student with the larger size and spacing of commercial vehicles before driving the vehicle on the street, the pre-driving skills course training requires that all students learn the use of multiple mirrors and vehicle controls.



Observation

Observation training is provided and gives students an opportunity to study the proper way to handle a vehicle. Once a student has successfully completed all pre-driving skills and observation training, they begin driving the vehicle on the street with a training instructor.

Behind the Wheel (BTW) Training



Behind the wheel (BTW) training focuses on honing specific basic driving maneuvers and skills necessary to ensure the safe operation of the vehicle under actual road operation. During BTW training, the student puts into practice what they have learned in the

classroom and refines his/her driving skills with a certified trainer. During this period, the student must demonstrate mastery of twenty six (26) specific defensive driving and performance skills before graduation.

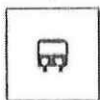
Cadet Training

After completion of the behind the wheel training, each trainee is provided with in-service cadet training with a line trainer. Operators will operate the vehicle and all on-board technology in service, and interact with the passengers on a practical level. During the training, the operator becomes familiarized with the routes and the service area as a whole.

During this period, the trainee is closely monitored and receives his/her final road and training evaluation. Any areas of needed remedial training are identified and documented.

Defensive Driving - LLLC

All accidents have a cause, which can always be traced back to one or more people – most commonly the operator of one of the vehicles involved in the collision. This underscores the importance of an effective defensive driving training curriculum.



MV built its training curriculum upon the Triple L-C, an elegant and easy-to-memorize defensive driving course that teaches professionals *The Four Driving Principles to Safety™*:

- Look Ahead™
- Look Around™
- Leave Room™
- Communicate™



By using these four principles, operators maintain the maximum amount of room around their vehicle, improve their visibility, gain the extra time and information needed to make critical decisions while driving, and effectively interact with

others on the road to prevent collisions. Developed throughout the course, these concepts provide MV's operators with everything they need to know to avoid collisions. Ultimately, the course helps operators see, think, and act their way through any driving situation.

Post-Training Testing and Remedial Training

Before a student is released into service, he/she is closely monitored and receives a final road and training evaluation. Recognizing that not every operator is one hundred percent ready to enter revenue service after the base training program, MV offers up to 40 hours of remedial training. During the cadetting period, any areas of needed retraining are identified and administered based on this need.

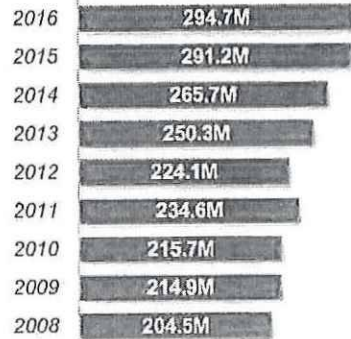
c. Safety

In 2016, MV operated a total of two hundred ninety-four million seven hundred forty-five thousand seven hundred twenty (294,745,720) miles in areas of high density, extreme weather, and gridlock traffic. From the borough of Manhattan to downtown Los Angeles, to Anchorage, Alaska and Las Vegas, Nevada – MV provides passenger transportation service

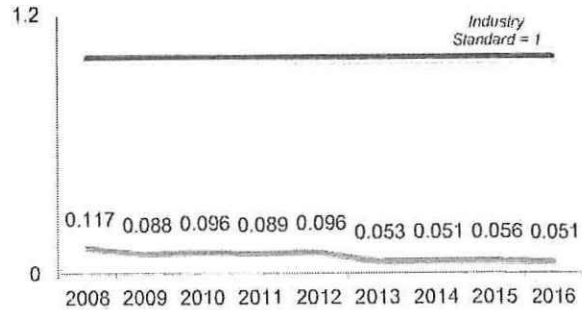


in some of the most challenging operating environments. MV has maintained stellar safety performance – with an accident frequency rating of just point zero five one (0.051) preventable accidents that meet NTD reporting thresholds.

MV Miles Driven



MV Accident Frequency*

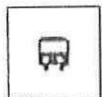


Motivational Awards and Incentives

Employee recognition and positive reinforcement is an important part of a positive work culture and employee relations program. MV ties this critical component of its operation to safety and security by creating fun, safety-focused teambuilding activities throughout the calendar year. Competitions, contests, raffles, and parties bring MV's team together while promoting safety operating behaviors – creating an environment where safety remains the basis for the company's culture, celebration, and reward.

MV's operators will participate in MV's company-wide programs:

- **Two hundred dollar (\$200) Safety Bonus:** Operators exhibiting safe driving behavior (no preventable incidents) and a strong attendance record receive a two hundred dollar (\$200) annual bonus on the anniversary of their hire date.
- **The Katherine McClary Operator Award:** This award recognizes MV's finest vehicle operators across the country. Qualifying operators must exhibit safe and professional driving behavior, a positive work attitude, excellent customer relationships skills and strong attendance record. Quarterly, annual, regional and national awards are presented and include cash prizes.

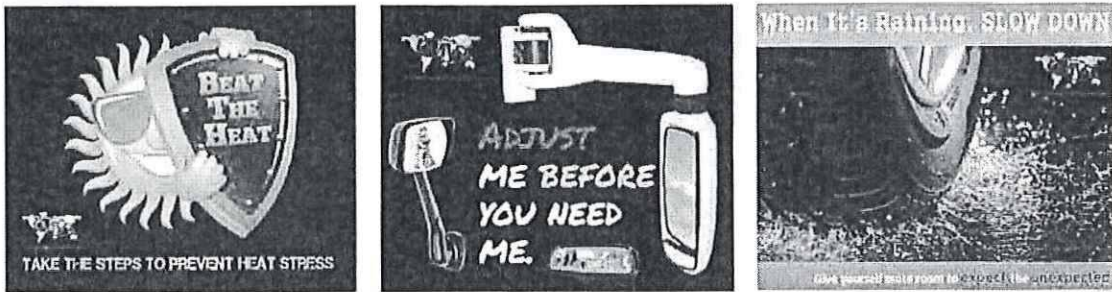


- **Safety Pins and Patches:** Operators are given safety pins and patches for each year completed without a preventable accident or injury.
- **Safety Blitzes and Other Safety Events:** MV's local management team will host safety blitzes and/or other employee events to promote safety messages.
- **Client Sponsored Challenge:** One hundred (100) percent of client provided performance incentives will be used to fund events, raffles, and other incentives to the employees of the shuttle services.

Safety Awareness

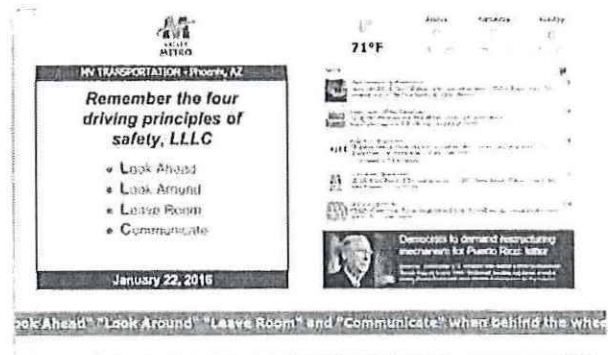
Safety Messages

Daily, a corporate issued safety message is published and delivered to all MV locations. Each message is posted at the location and read over the radio by dispatch. Additionally, all meetings and conference calls must begin with a safety message.



Safety Board

MV will provide a safety board in its operator break room, call center, and the maintenance shop. These monitors display audience-tailored content throughout the day, delivering safety messages, timely information, performance data, and import notifications from MV's clients.



Mandatory Safety Meetings

Safety meetings offer an opportunity to provide refresher training and address timely topics. All employees must attend this hour-long meeting each month.

All safety meeting agendas are issued by MV's safety department, and address topics in fleet safety (for example: defensive driving, wheelchair securement, adverse weather) and injury prevention (for example: drug and alcohol, back safety, bloodborne pathogens, and heat safety). Maintenance safety topics include subjects such as HAZCOM, back safety, and machine guarding.

Additionally, monthly safety tasks are assigned with the safety meeting schedule). These tasks include facility inspections, completion of annual OSHA logs, and emergency plan reviews.

All locations receive a safety meeting support packet to aid the meeting facilitator. Support packets include the meeting agenda, an outline for the meeting discussion, and supporting handouts and posters.

Certifications and Employee Development

LLLC Certification



MV's defensive driving program, known as the Triple L-C, teaches professionals *The Four Driving Principles to Safety™*: Look Ahead™, Look Around™, Leave Room™, and Communicate™. These principles reinforce operators' focus on maintaining ample room around their vehicle, while maximizing visibility and

time needed to make safe operating decisions. This program has contributed to the company's declining accident frequency and improved safe behavior year over year.

In 2017, MV introduced its LLLC Defensive Driving™ Instructor Certification, a three-tier certification process (silver, gold, platinum) that certifies trainers for a period of two years. The training promotes succession; silver-level trainees must complete MV's new operator



development course, the Trainer Certification Process, and the Advanced BTW Instructor Course. Gold-level trainees must complete the two-day certification process, comprising class-based and in-vehicle training. Finally platinum status is achieved, when a gold-level trainee completes a two-day certification process with an Avatar Master instructor.

Behind the Wheel Certification



MV knows that operational safety is contingent on a strong and proven training program. The company's steadfast commitment to transit training is demonstrated in its unique approach to behind the wheel (BTW) training – the company requires that all BTW trainers are certified by

MV before being released into service. Applicants that meet the following qualifications are considered for the role of a BTW Trainer:

- Work History Review Form (Preventable accidents, Worker Compensation claims, attendance, discipline warnings, performance reviews)
- Supervisor Performance Evaluation (conscientiousness, safety oriented, tolerant of stress, excels in teamwork)

Completion of a structured interview with the safety and training manager or operations manager

MV certifies BTW trainers using intense two-day training. Behind the wheel training includes:

- Group Meeting to discuss Instructor Roles and Responsibilities
- Self-Directed Courses and BTW Manual
- Certification Exam Part One (1): Fifty (50)-question multiple choice certification exam based on the principles and theories presented in the three self-directed courses. Candidates must achieve a minimum score of 80 percent to progress to the next step



- Certification Exam Part Two (2): a sixty five (65)-question multiple choice exam to assess their general knowledge of MV Transportation performance standards and BTW learning points. Candidates must achieve a minimum score of eighty (80) percent to progress to the next step
- BTW Ride Along Evaluation

On Board Monitoring Systems

MV is pleased to offer the following safety enhancement tools for the shuttle vehicle.

DriveCam

MV uses DriveCam's DC3P Video Event Recorder to monitor each operator's driving behavior. This system gives insight into how operators adhere to company and law enforcement policy, and provides MV's management team the information needed to refine and enhance training.

The DriveCam Video Event Recorder (VER) is placed on the vehicle's windshield. The unit continuously monitors the operator's behavior and provides real-time in-cab feedback.

Using exception-based video recording, the camera continuously records; however, data is only saved when activated by embedded sensors that measure force exerted on the vehicle (such as abrupt start/stops, sudden turns, accelerations/decelerations, speeding, and collisions). Additionally, the unit has a panic button that is pushed by the operator (in the event of an on-board incident, a passenger altercation, etc.).

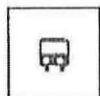
When triggered, the system saves data clips for a period of ten (10) seconds before and ten (10) seconds after the event.

The event video and data (which includes views of the road ahead and of the operator) uploads to DriveCam's Risk Analysis Center where DriveCam's trained professionals analyze the events (review, score, and



DriveCam Video Event Recorder Features

- Onboard Posted Speed Database
- Real-Time In-Cab Feedback
- Risk Predict® Technology
- Collision Video Recording
- Four (4) GB Camera storage
- Telematics
- Hotspot Mapping
- Operator-Activated Event Recording (panic button)



comment on each event) for MV's management to use in coaching operators and improving operator safety. Events are stored on a web-based portal for a ninety (90)-day period. Afterwards, all events are archived to in-house servers for historical data retention.

MV has invested significantly with Lytx, and has developed subject matter experts in its corporate staff (Ms. Diana Finkle and Mr. Andrew Scott) to support MV's local team. Although an employee of Lytx, Mr. Andrew Scott, is assigned full-time to MV's operations and is based at MV's Dallas, Texas headquarters. Andrew's presence within MV's DriveCam program ensures the most up-to-date programs – including reporting and training – are offered to MV's customers. This also gives MV a direct line of communication with Lytx's executive team.

Mobileye® Collision Avoidance System

MV is pleased to offer the Mobileye collision avoidance system. Mobileye is a windshield-mounted camera that detects other vehicles, pedestrians, and lane divisions in real time.



Mobileye mitigates the primary risk factor that leads to vehicle collisions – operator inattention. An estimated ninety three (93) percent of all accidents are a result of human error, with nearly eighty (80) percent of all accidents resulting from operator inattention in the three seconds preceding the accident. In an estimated forty (40) percent of rear end collisions, no brakes were applied. Further, sixty (60) percent of road accident fatalities are due to unintentional lane departures.

When triggered, the system will emit an auditory warning¹ when the following events occur:

- The vehicle operator departs from the lane
- The distance between the vehicle and the vehicle in front of it becomes too small
- A forward collision is imminent
- A pedestrian is detected



¹ Additional option for haptic warning (shaking seat) is available



- The operator exceeds the speed limit
- This warning signals the operator to apply the brakes to avoid collisions.

The system also offers intelligent high beam control, automatically switching high beams to low beams when oncoming traffic is approaching. This camera system supplements the safety monitoring capabilities of DriveCam; when Mobileye detects a near collision, the operator's reaction will trigger DriveCam to begin recording. This additional feedback will enable the DriveCam coach to more thoroughly coach operators in safe driving practices.

How They Work Together



The addition of the Mobileye system to MV's safety tools for the City's service will enhance the capabilities of the DriveCam system.

Mobileye detects impending collisions, giving the operator time to safely maneuver and prevent an on-road incident. The

actions needed to recover from these events trigger DriveCam (via G-Force) to record the event. This is important because it provides MV's safety team a record any safety behavior – positive or negative – while driving. Using this information, operators exhibiting unsafe behavior will receive coaching and/or retraining; those operators exhibiting safe behavior will be recognized.

When used together, MV experienced the following DriveCam results

- Two and sixty hundredths (2.60)% reduction in scored DriveCam events
- Eighteen and five hundredths (18.05)% reduction in Following Too Close events
- Fifty nine and seventy two hundredths (59.72)% reduction in Pedestrian events
- Thirty five (35)% reduction in Not Scanning Intersection events



*DriveCam Performance – Post Mobileye deployment at MV's Philadelphia, PA operation

Safety Policy and Procedures

Safety Policy Manual

MV's safety policies set forth operating guidelines that reduce workplace accidents, incidents, and injuries. MV's Safety Manual comprises more than forty (40) policies that address vehicle operations, regulatory compliance, maintenance operations, MSDS/ hazardous materials, operational safety practices, and facility emergency management.

Furthermore, MV issues documented Safety Guidelines that outline safety-related responsibilities for all safety, executive, and managerial/supervisory roles. These guidelines additionally outline expectations regarding facility safety and upkeep.

Safety Point System

All operators are subject to the assessment of safety points. The company's safety point system provides clear guidance for all managers when assessing operators' driving behavior.

For new employees, receipt of four (4) points (or more), or more than two (2) separate safety point assessments, during the introductory period will result in termination. For those non-introductory employees, receipt of six (6) points (or more) in any rolling eighteen (18) month period, or receipt of three (3) separate safety point assessments within a rolling twelve (12) month period, will result in termination.

Safety points are assessed when an operator is involved in a preventable incident. DriveCam incidents will be assessed points based on level of severity; all others are assessed as follows:

- | | |
|-----------------------|--|
| One (1) point | Failure to cycle wheelchair lift |
| | Failure to do a proper vehicle inspection (DVI) |
| | Driver unbelted or improperly belted when legally required |
| | Failure to stop at a Railroad Crossing |
| Two (2) Points | Unsafe maneuver(s) or act(s) |
| | Conviction of a minor traffic violation |



- Three (3) Points**

 - Backing incident or collision
 - Rear-end collision
 - Failure to provide door-to-door service, to include failure to properly load/unload a passenger via the lift

- Four (4) Points**

 - Preventable incident and/or collision up to fifteen thousand dollars (\$15,000) in injuries or property damage

- Five (5) Points**

 - Preventable incident or collision up to twenty thousand dollars (\$20,000) in injuries and/or property damage

- Six (6) Points**

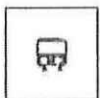
 - Preventable incident or collision in excess of twenty thousand dollars (\$20,000) in injuries and/or property damage
 - Any preventable roll-away incident or collision regardless of damage amount
 - Failure to properly secure/transport a mobility device
 - Failure to properly secure/transport a paratransit passenger
 - Failure to immediately report a citation or incident in a Vehicle while in Company service
 - Tampering with, disabling, obstructing, abusing, disconnecting, or otherwise interfering with Drive Cam or other monitoring equipment
 - Any use of a cellular telephone or electronic device while operating a vehicle in Company Service
 - Conviction of a major traffic violation *

() A major traffic violation is any citation, in either a personal or company vehicle, that involves any item listed under Major Safety Incidents and/or: (a) Driving while intoxicated or under the influence of alcohol or drugs; (b) Failure to stop and immediately report an incident in which you are involved; (c) Homicide, manslaughter, or assault arising out of the operation of a motor vehicle; (d) Driving while your license is suspended or revoked; (e) Reckless driving; (f) Possession of open container or alcoholic beverages; and/or (g) Speed contests, drag racing, or attempts to flee from an officer of the law, (h) leaving the scene of an accident.*

Emergency and Security Plans

MV has a number of plans and programs in place designed to mitigate risk and provide a safe, healthy workplace. Each of these plans is available upon request:

- **System Safety Program Plan (SSPP):** With the objective to provide a superior level of safety and minimize any and all risk, MV's SSPP is maintained in accordance with the standards of the American Public



Transportation Association (APTA) and the Federal Transit Administration (FTA).

- **System Security and Emergency Preparedness Plan (SSEPP):** This set of comprehensive security goals, objectives, and strategies maximize the security of MV's passengers, employees, and property. This plan is a blueprint for all security procedures.
- **Continuity of Operations Plan (COOP):** This plan template provides MV's operations a base from where to develop its own plan to ensure continuous operations during an emergency. The COOP which sets forth a concept of operations, identifies essential functions, and outlines three potential phases of operation: Activation and Relocation, Alternate Facility Operations, and Reconstitution.
- **Emergency Action Plan:** The EAP assists employees and management in making quality decisions during times of crisis, and to comply with the Occupational Safety and Health Administration's (OSHA) Standard for Emergency Action Plans, 29 CFR 1910.38.
- **Hurricane Preparedness Plan:** This plan incorporates an incident command structure and phased approach to preparation, release of personnel, and shutdown of project operations whenever the best available information indicates a hurricane could impact continued safe operation.
- **Bloodborne Pathogen Exposure Control Plan:** MV's Bloodborne Pathogen Exposure plan provides the guidance and training needed to protect employees against exposure to bloodborne pathogens. This plan complies with the Occupational Safety and Health Administration's (OSHA) Bloodborne Pathogen Standard, 29 CFR 1910.1030, to eliminate or minimize employee occupational exposure to blood, certain other body fluids, or other potentially infectious materials.

Additional Health and Safety Plans include:

- Fire Prevention Plan
- Hearing Conservation Program
- Hazardous Communication Plan
- Illness Prevention Plan



- Heat Illness Prevention Plan
- Lock Out-Tag Out Control of Hazardous Energy Program

5. Operator Uniforms

All vehicle operators are required to wear a uniform provided by MV. This uniform consists of a blue or white button-up short- or long-sleeved shirt or blouse, dark pants, and appropriate black shoes. During cold or cool weather, operators will wear a light jacket and/or rain gear.

MV provides each operator with:

- Five (5) shirts;
- One (1) photo identification badge with ID number.



Examples of Uniforms

Uniforms are kept clean and neat at all times. While on duty, operators wear nametags with their names and badge numbers clearly visible at all times. All of these items are collected from any operators being separated from MV.

6. Employee Conduct

Operators will be expected to adhere to all City standards for conduct. MV has also established a set of clear expectations for its employees. These are supported by MV's employment standards, which will be enforced in a fair and equitable manner to all employees.

Operators will be expected to:

- Be safe and careful
- Follow company rules and procedures



- Be polite, professional and courteous to all passengers
- Follow established policy and supervisor instructions
- Be prompt and regular in attendance

Adherence to the City's and MV's standards will be monitored throughout the service day.

7. Substance Abuse Program

MV's Zero Tolerance Drug and Alcohol Testing Program is critical to its provision of a safe, healthy, and productive work environment. All of MV's employees are subject to the four drug and alcohol screening types, pursuant to their employment category (safety sensitive versus not safety sensitive):

- **Pre-Employment** – All offers of employment are contingent upon the successful completion of a pre-employment drug screen. Failure to submit to said test, or a positive screen, results in revocation of the offer of employment.
- **Random** – All safety sensitive employees are automatically entered into the company pool for random testing pursuant to FTA regulations.
- **Post-Accident** – MV conducts DOT post-accident drug and alcohol testing immediately for any employee who is involved in an incident or accident meeting FTA/DOT criteria. If the accident does not meet the FTA/FMCSA testing criteria, MV will reserve the right to test any safety sensitive employee after any accident/incident regardless of the severity of the accident/incident.
- **Reasonable Suspicion** – This test may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc. provide reasonable suspicion of the influence of alcohol/ drugs. All frontline personnel are observed by supervisory personnel who are certified as having completed the DOT Supervisor's Class in Reasonable Suspicion Training in Drug and Alcohol.



**Under MV's Zero Tolerance Drug and Alcohol Testing Program, a positive screen or refusal to be tested under these conditions results in termination of employment.*

Mrs. Esther Avalos, Director for Drug and Alcohol Compliance, administers MV's Zero Tolerance Drug and Alcohol Testing Program. It is regularly updated and complies and/or exceeds FTA and DOT requirements. MV has successfully completed each FTA audits to which it has been subject.

Random drug and alcohol testing selections are determined using MYeScreen® software, a state of the art, computer-generated selection process program that randomly selects individuals (donor) for testing without showing discrimination. These assignments are available to the location on the first of each month to begin performing testing immediately.

MV uses local occupational health clinics to perform the urine and breath alcohol collections for testing. MV contracts with Alere Toxicology for laboratory services, Dr. Stephen Kracht for MRO services and National Counseling Resources for substance abuse professional services. Duo Research handles blind quality control sample testing. All results are transmitted to Mrs. Avalos, who processes the information and provides it to the local management team.

All employees receive FTA compliant training that outlines MV's Zero Tolerance program during initial training. Drug and alcohol testing procedures are addressed as part of initial employee training and annual supervisor training.

8. Monthly Report



MV has developed an in-house system called PayrollEdit, which interfaces with third party systems to track data, such as revenue/non-revenue miles/hours, trips, etc., and compiles the data into reports. This system is designed to collect and store the data needed allowing summary reports to be generated in reader-friendly formats via Microsoft

applications. By using this system to generate billing, payroll, and operational reporting, duplicative data entry and subsequent manual errors are greatly reduced.

In addition, MV uses Lawson Software's Enterprise Resource Planning Solution both in its corporate office and operating locations. The Lawson Financial Suite



includes General Ledger, Accounts Receivable, and Accounts Payable. The Lawson Human Resources Suite includes Personnel Administration, Benefits Administration, Payroll, Time Management, and Employee and Manager Self-Service. Lawson software is a fully integrated, web-enabled solution, which MV runs on an NT platform. The software is scalable to allow for growth of the company without having capacity concerns. The web-enabled feature allows Company management to selectively determine which processes and controls should be centralized versus decentralized.

MV believes in proper data backup and off-site storage of data backups in the event of a fire or other catastrophic event. MV's IT team will set up the local computer network to ensure proper connectivity, security levels, password protection, and local technical support. MV will work with the City's MIS staff in whatever manner necessary.

MV is able to meet the FTA/NTD reporting requirements and currently provides these reports to clients who receive Federal funding and are required to submit them. MV uses the accepted FTA sampling methodology and has systems in place to collect and report this information pursuant to the guidelines of the National Transit Database Reporting Manual.

9. Nondiscrimination in Provision of Service

MV has an Equal Opportunity Employment (EEO) policy to not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, disability, national origin or any other characteristic protected by law. MV will take affirmative actions to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their age, race, religion, color, sex, disability, national origin or any other characteristic protected by law. Such actions include, but are not limited to the following: employment, upgrading, demotions or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

b. Experience and Qualifications

Please refer to section (3), *Experience*, for a description of MV's experience with similar services.

c. Cost

MV's cost proposal is provided following section 0 *Cost*.



d. Understanding of Stated Needs and Specifications

The City of Santa Rosa has released a Request for Proposals seeking a provider for a new shuttle service. This pilot program will transport passengers between the Railroad Square SMART (Sonoma-Marin Area Rail Transit) station and parking garages in Downtown Santa Rosa. This first mile/last mile service will be a valuable amenity to passengers using SMART to get to and from their destinations.

When SMART service begins in the near future, the City needs a provider that can implement service quickly and smoothly. The service must be reliable, professional, comfortable, and safe for both passengers and pedestrians in Downtown Santa Rosa. With the right partner, the City will have a service that is attractive to passengers and positively reflects the City and the SMART brand.



MV Transportation, Inc. has reviewed the RFP carefully and is pleased to propose an effective solution for the City's shuttle service needs. MV has more than four decades of passenger transportation experience and understands what is required to provide world class service. With fifteen (15) years of experience as a partner to the City of Santa Rosa, MV also understands the service area, operational environment, and the City's high standards. The company has an established operation within the City that offers the resources to quickly implement service when the SMART service launches.

Service will be led by an experienced contract manager, Mr. Peter Edwards, who has overseen MV's Santa Rosa operation since 2003. He leads a qualified team that will support service in the areas of dispatch, maintenance, safety, training, and road supervision; by leveraging these personnel, MV is able to provide a full-scale operation at a low cost to the City.

MV's offering is built upon the following resources and programs, which will assure the City of a high-quality service:

- Safety- and customer service-focused **operator training program**, which has created teams of courteous, knowledgeable service operators and resulted in low turnover rates;



- **Competitive wages, incentives, and recognition programs** that bolster operator confidence and pride in their work;
- A national FTA and DOT compliant, **“Zero Tolerance” drug and alcohol program** that requires pre-employment, random, post-accident, and reasonable suspicion testing;
- Comprehensive **safety program** that addresses on-road and workplace safety, employee health, and system security, and which has resulted in exceptional safety ratings and reduced insurance costs company-wide; and
- **Safety tools** that work together to prevent accidents in real time, provide data that determines training and coaching, and increase operator accountability.
- **Vehicle inspection and cleaning programs**, which support early detection of maintenance needs and prompt response to cosmetic issues;
- Comprehensive **preventive maintenance program** that extends the useful life of service vehicles and reduces vehicle downtime; and
- State-of-the-Art technology and best practices to increase efficiency and on-time performance.

For the past fifteen (15) years, MV has been a trusted partner to the City of Santa Rosa. The longevity of our relationship and the success of the service we operate demonstrate MV’s proficiency as a provider. MV looks forward to expanding its partnership with the City to include the provision of this shuttle service.

e. Willingness to Sign Sample Agreement

Please refer to section (10), *Acceptance of City Sample General Services Agreement*, for MV’s response regarding this item.



(2) Vehicle Features

Based on the length and nature of this pilot project, MV has selected a vehicle that considers the City's service needs as well as its budgetary constraints. The vehicle is lightly used, but has been extremely well maintained under MV's rigid FTA-compliant maintenance standards. It is fully compliant with the City's requirements and will provide SMART train passengers a comfortable ride to the parking location. This vehicle is available immediately to enable a quick service start.

If the City prefers a brand-new vehicle, MV is happy to procure a new, low-floor style vehicle once the pilot is deemed successful.



(3) Experience

Our Story

Our History

Established more than 40 years ago, MV's tenure and success is built upon a single motivating force – people.

MV's story begins with Feysan and Alex Lodde. Their determination to help their community's most vulnerable citizens drove them to make a difference.



In 1975 the Loddess began transporting people who were elderly and those with disabilities throughout San Francisco – at

the time, one of the least accessible cities. Feysan recounts carrying her passengers in her arms down several flights of stairs, because the buildings had no elevators. Her pickups were the first time many of her passengers were able to leave their apartments. Feysan loved her work as a driver with all of her heart, and her heart fueled her desire to help more people. Feysan's heart is what brought us here today.

As MV grew, the landmark Americans with Disabilities Act was passed, mandating comparable transportation for passengers with disabilities. With fifteen (15) years of experience providing this specialized mode of transport, MV stood ready to provide this necessary transportation on behalf of municipalities and transit agencies.

Our history, our caring, our heart, define who we are today and illustrate how we will operate your transit service today, and for years to come.

Where We Are Today

Today, MV still operates under the guiding principles with which it was founded. People drive our company – literally and figuratively. People come first, always.

Since 1975, MV has grown to represent more than two hundred (200) entities in the performance of their passenger transportation service. We know that this growth is a testament to our people-focused approach, and our commitment to serving our communities.



While it's the quality of our services, and not our size that matters, our experience will greatly benefit your service. Our diverse portfolio of services delivers an ever-growing knowledge base to your service. We will share new ideas, bring new technologies, and explore new ways to improve mobility in your community – in collaboration and partnership with your team.

Company Statistics

Number of Employees:	twenty thousand three hundred nineteen (20,319)
Number of Vehicles:	ten thousand two hundred eighty-six (10,286)
2016 Revenue (Audited):	one billion two hundred twenty-eight million three hundred fifty-three thousand dollars (\$1,228,353,000)
Number of Contracts:	Two hundred forty (240)
Number of Locations:	One hundred fifty six (156)
U.S. States	Twenty nine (29)
Canadian Provinces	Three (3)
Years' Operating Passenger Transportation Services ²	Sixty one (61)

Customer Profile

MV operates transportation on behalf of a number of entities across the nation.



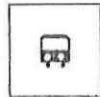
City & County Governments

- Transit Departments, Public Works, Parks and Recreation, Multi-City Consortiums



Special-Purpose Districts

- Chartered and Governmental, Transit Agencies, Transit Districts, School Districts, Airports Authorities



Federal Agencies

- Veterans Administration, National Parks Services

Private Entities

- Universities, Private Companies, Hospitals, Hotels, Casinos

² Through its subsidiary, MV Transportation, Inc. brings 60 years of transportation experience

Local Experience

MV has operated service in Santa Rosa since 2002 when it began providing service for Santa Rosa Paratransit. Since that time, MV has expanded its footprint in nearby Marin County and across the Bay Area to include a number of shuttle, paratransit, and fixed route services. MV leverages its experienced, established Santa Rosa operation to offer full support to smaller services at a reduced cost to its clients.

MV's network of operations in the nearby Bay Area also allows MV to provide extensive resources and support to the shuttle service, including personnel and vehicles. Additionally, MV has a regional office located in Vacaville, in Solano County, which provides additional executive-level support if needed.



Record of Experience

MV offers innovative solutions in passenger transportation to communities across North America. Its breadth of experience encompasses fixed route, flex route, shuttle, commuter, BRT, as well as disabled transportation/paratransit, demand response, brokerage and call center service, and non-emergency Medicaid transportation (NEMT/NET). Most of MV's operations include the provision of ancillary services, including (but not limited to) vehicle maintenance, trip reservations and scheduling/call center, operator training, transit technology and support, facility management and maintenance.

Shuttle Service

MV operates a variety of shuttle services that connect employees to their places of work from commuter train stations, transfer centers, park-and-ride lots, and other origins. MV also operates on-campus circulator service for corporations and universities.

Among the company's most high profile contracts is the operation of the Microsoft Corporation's corporate campus shuttle in Redmond, WA, which connects employees to key locations on the campus and throughout the Seattle Metropolitan area. Other corporate shuttles include, but are not limited to:

- Lawrence Berkeley National Laboratories, in Berkeley, California;
- McDonald's Corporation, in Oakbrook, Illinois;



- Abbott Laboratories, in Chicago, Illinois; and
- National Renewable Energy Laboratories, in Golden, Colorado

Fleet Maintenance



The company's maintenance program is developed based on industry best practices and in conjunction with MV's skilled maintenance professionals. The company's fleet maintenance services continue to protect and

extend the life of its transit fleets. Operating in areas of severe and unpredictable weather events (including Las Vegas, Anchorage, Denver, and Orlando) and within challenging operating environments (New York City's Five Boroughs, the Washington, D.C. metropolitan area, and the Dallas–Fort Worth Metroplex), MV has unparalleled maintenance capabilities.

Transportation Technologies

MV brings innovation and automation to its operations – providing a unique data-driven process that delivers customer focused service. With nearly two hundred fifty (250) transportation contracts, the company provides expert guidance and best practices in reservations/ scheduling/ dispatch systems, planning tools, reporting systems, AVL/GPS technologies, and on board devices.

Moreover, the company unites its overarching commitment to safety and technology with its provision of safety-monitoring tools that support ongoing training while preventing on-road incidents.

The company's use of both trusted and emerging technologies ensures dynamic and state of the art operations.

Vehicle Procurement

MV offers significant purchasing power through established vendor relationships. These national accounts make way for quick vehicle and equipment procurements, as well as the purchase of affordable parts and increased employee training options.



(4) Proposed Vehicles

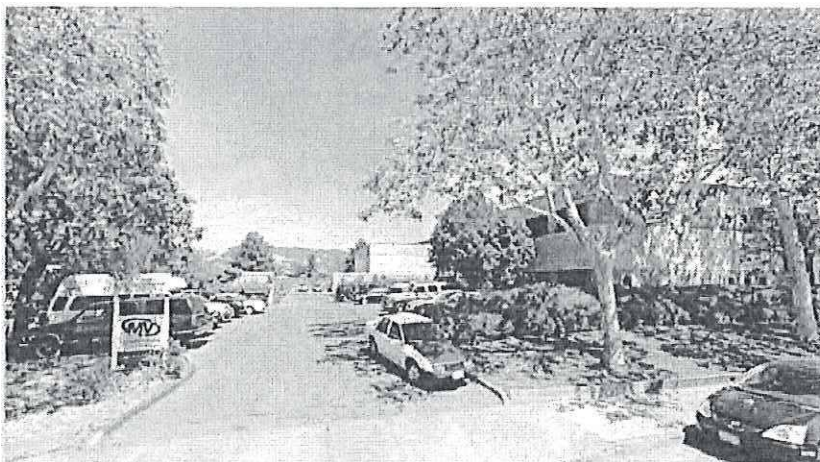
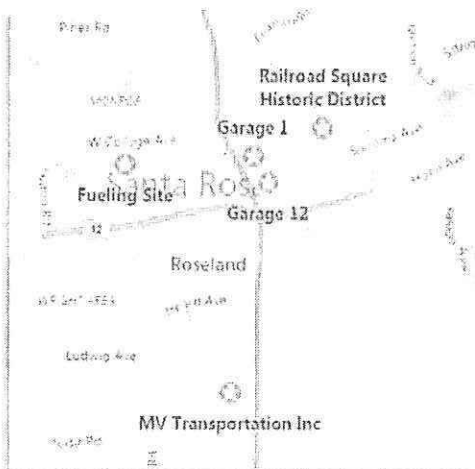
MV's proposed vehicle is a 2011 Ford E350. It seats twelve (12) ambulatory passengers and accommodates two (2) secured wheelchairs. This gasoline-fueled vehicle is fully ADA compliant with a wheelchair lift. It has a fully functional air conditioning and heating system.

MV's proposed Vehicle Revenue Hour Rate is disclosed on its Cost Proposal.



(5) Facility

MV will operate service from its existing location at 3250 Dutton Ave., Santa Rosa, Calif., 95407. This closely located facility has one maintenance bay with a lift and office/administrative space. The facility has a secured parking lot that will accommodate the shuttle vehicle.



(6) Maintenance Requirements



This section serves as MV's maintenance plan for the shuttle services. If the City awards MV this contract, the company will base its maintenance plan on this narrative. MV will continuously develop this document, which will serve as a "living document"; MV will update it as needed and review it annually

for compliance to new rules, regulations, and laws.

Nga Prachittham, MV's proposed maintenance manager will oversee the shuttle vehicle maintenance and cleaning program. He reports directly to General Manager Peter Edwards, with accountability to both the City's and MV's corporate maintenance team.

Inspections and Scheduled Maintenance Activities

Daily Maintenance and Vehicle Inspections

Pre-trip

Each day, operators perform daily vehicle inspections prior to entering service. This twelve (12)-minute inspection covers the following items:

- Condition of tires, wheels, rims, and lug nuts*
- Fluid levels (engine and transmission oil, cooling, windshield washer, brake fluid, and power steering)
- Condition of battery terminals
- Under vehicle leaks*
- All glass and mirrors are in good condition and without chips or cracks*
- All lights are operational (headlights*, clearance lights and reflectors*, turn signals, backup lights and alarm, emergency flashers*)



- Air conditioner and heating, and defroster/defogger is operational
- The vehicle is clean, cushions and seatbelts are secure*
- Windshield wipers, washer, radio horn, passenger door are all operational*
- Registration and insurance is valid and registration is visible
- Brake pedal* and parking brake are operational (airbrakes operate within the minimum and maximum pressure thresholds)
- Steering wheel is secure, gearshift is tight*
- On-board safety kit is stocked and complete (first aid, reflectors, fire extinguishers*, accident packet*, and body fluid kit*)
- Lift is operating in both electronically and manually, and is free from leakage*
- Lift interlock is operating properly*

Note items marked with asterisks (*) are re-inspected during walk-around mid-trip inspections, during shift changes.

Post-trip

Upon return to the yard, the operator performs a five (5)-minute post-trip inspection, which requires re-inspection of the following items:

- Condition of tires, wheels, rims, and lug nuts
- Under vehicle leaks
- All glass and mirrors are in good condition and without chips or cracks
- All lights are operational (headlights, clearance lights and reflectors, turn signals, backup lights and alarm, emergency flashers)
- Air conditioner and heating, and defroster/defogger is operational
- The vehicle is clean, cushions and seatbelts are secure
- Windshield wipers, washer, radio horn, passenger door are all operational
- Brakes pedal is operational
- Steering wheel is secure, gearshift is tight



- Fire extinguisher is fully charged
- accident packet, and body fluid kit are present and accessible
- Lift is operating in both electronically and manually, and is free from leakage
- Lift interlock is operating properly

Defect Repair



If the operator detects a safety hazard that prevents the vehicle entering service, the operator will notify dispatch, who will contact the on-duty mechanic. The mechanic will determine if the issue can be quickly rectified or if the vehicle should be pulled from service.

The mechanic performs an initial assessment of the issue to determine its severity and if the vehicle can be repaired

in time for pullout (for example, a bulb or fuse replacement), or if the vehicle needs to be placed out of service (for example, the wheelchair lift is not cycling.)

If the mechanic must place the vehicle out of service, he or she will initiate the lock out tag out process and the dispatcher will assign a standby vehicle to the operator.

Preventive Maintenance Program

A strong preventive maintenance (PM) program minimizes vehicle downtime and supports MV's goal of scheduling more than eighty (80) percent of all maintenance activities. The company's systemic approach to vehicle care places a focus on preemptive care, and seeks to minimize reactive repair.

MV uses the Trapeze Enterprise Asset Management (T-EAM) to support fleet maintenance, management, and repair.

Mid-level technicians typically perform preventive inspections and repair within 500 miles of the required interval (or pursuant to contractual requirements). As inspections are due, MV's maintenance manager will schedule service during off-peak hours in an effort to maximize fleet availability during times of highest service demand. Sample schedules are provided below pursuant to RFP requirements; custom schedules will be developed for the shuttle vehicle.



Preventive Maintenance Cycle

Inspection	Interval	Description
A	Three thousand (3,000)	<ul style="list-style-type: none"> ▪ Vehicle interior and exterior (lights, safety equipment, etc.) ▪ Brake testing ▪ Door and/or lift/ramp operation/cycling ▪ Road test (engine, transmission, brake, steering) ▪ Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.) ▪ Engine compartment (fluid and leak inspection) ▪ Clean/check battery and cables ▪ Steam clean/pressure-wash engine ▪ Lubrication, oil and filter change (unless vehicle manufacturer recommends a different interval)
B	Twelve thousand (12,000)	All A level tasks plus: <ul style="list-style-type: none"> ▪ Fuel filter change
C	Twenty four thousand (24,000)	All A and B level tasks plus: <ul style="list-style-type: none"> ▪ HVAC (leaks, filters, temperature checks, function inspections, brushes and fan motor condition)

Documentation

The mechanic performing the preventive inspection and repairs has the hard copy of the vehicle file with him or her. The mechanic will document all preventive maintenance activities on the PM checklist. During this time, the mechanic performing the inspection will repair any minor defects noted previously identified during daily inspections (or otherwise logged in the vehicle file).

Systems Maintenance

MV maintains all mechanical, electrical, fluid, air and hydraulic systems such that they are safe and in working conditions at all times.

Clean Air Standards

MV will perform annual emission/opacity inspections as required, to meet all applicable clean air standards and the requirements of California Air Resources Board (CARB) Voluntary Compliance Program for the shuttle vehicle. This includes the maintenance and repair record for any CARB required reports. MV will also administer the Smog Check program for this vehicle. MV will obtain all associated permits and licenses and make sure all required charges and fees are paid.



Heating and Cooling Systems

MV requires that its shops regulate passenger compartments to maintain comfortable temperatures at all times and under all climate conditions. During each PM inspection, the HVAC systems are inspected to ensure they are functioning and do not have leaks. The mechanic inspects the condition of all brushes and fan motors and changes the filters.

It is extremely important to maintain and operate all air conditioning systems, especially during the off-season. Operating these systems on a weekly basis at 10-minute intervals confirms appropriately lubrication of the refrigerant compressor; this prevents any leakage in the compressor shaft seal and ensures early detection of any refrigerant loss.

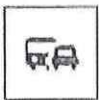
MV will conduct seasonal HVAC inspections.

The table below represents MV's air conditioning PM cycle.

Monthly/ six thousand (6,000) Miles	Quarterly/ eighteen thousand (18,000) Miles	Yearly Pre- Season	Check condition of or service the following:
REFRIGERATION/HEATING			
•	•	•	Check refrigerant charge (ball floating in top receiver tank sight glass).
•	•	•	Visually inspect condition of refrigerant hoses and tubing.
•	•	•	Visually inspect for leaks of refrigerant and oil.
•	•	•	Check dry eye in the bottom receiver tank sight glass and/or liquid line sight glass for moisture content.
	•	•	Install service gauge manifold set and check system operating pressures, temperatures and suction line conditions.
		•	Check evaporator pressure regulator (EPR) valve operation.
		•	Replace liquid line dehydrator. <i>NOTE: The dehydrator should be changed anytime the system is opened.</i>
		•	*Check hot water control valve operation (when equipped).
COMPRESSOR/CLUTCH			
•	•	•	Visually inspect clutch armature for wear and overheating caused by slippage
•	•	•	Visually inspect compressor drive belts for excessive wear, tension and alignment (refer to bus manufacturer and/or belt supplier for proper tension).
•	•	•	Check compressor oil level and color (one quarter (1/4) to one half (1/2) way up on the sight glass after fifteen (15) minutes operation—X426/X430 compressor).
	•	•	Check clutch air gap.045±.005 in. (1.143 ± 0.127 mm) and surface flatness—X426/X430 compressor.



Monthly/ six thousand (6,000) Miles	Quarterly/ eighteen thousand (18,000) Miles	Yearly Pre- Season	Check condition of or service the following:
•	•	•	Check compressor oil level and color (one half (1/2) to seven eighths (7/8) way up on the sight glass after fifteen (15) minutes operation—4GB compressor).
		•	Steam clean compressor and clutch
		•	Check clutch coil resistance and voltage.
		•	Lubricate clutch bearing
		•	Check high pressure and low pressure cutout.
		•	Check compressor oil for acidity.
		•	Check compressor efficiency.
		•	Check compressor oil pump pressure.
ELECTRICAL			
		•	Check thermostat cycle sequence on all modes (e.g., cool/reheat, vent/heat).
		•	Check one hundred twenty five (125) ampere batteryless alternator excitation voltage and voltage output and inspect brushes and bearings (when equipped).
		•	Visually inspect alternator drive belts for excessive wear, tension and alignment.
		•	Clean alternator, check for signs of corrosion, and check wire connections.
Semi-annually			Check evaporator/heater blower motor speed, voltage and amperes (all motors).
Semi-annually			Inspect evaporator/heater blower motor brushes, commutator, bearings (brush type motors).
Semi-annually			Check condenser fan motor speed, voltage and amperes (all motors).
Semi-annually			Inspect condenser fan motor brushes, commutator, bearings (brush type motors).
		•	Clean control panel area and return air sensor with compressed air. NOTE: The control panel area and the return air sensor may need to be cleaned more frequently.
		•	Check boost pump (OEM supplied) motor operation, and inspect brushes (when equipped).
		•	Inspect all wires and terminals for damage or corrosion. NOTE: If corrosion is present, clean terminals with electrical contact cleaner.
		•	*Check condenser pressure switch/condenser motor high and low speed operation (when equipped).
		•	*Check freeze thermostat (when equipped).
STRUCTURAL			
•	•		Inspect condenser coil for cleanliness.
•	•		Inspect evaporator coil for cleanliness.
•	•	•	Visually inspect unit for loose, damaged, or broken parts.
•	•	•	Clean or replace return air filter (more frequently if necessary).



Monthly/ six thousand (6,000) Miles	Quarterly/ eighteen thousand (18,000) Miles	Yearly Pre- Season	Check condition of or service the following:
		•	Clean condenser and evaporator drains. Make sure the evaporator drain hose check valves (kazoos) are in place and in good condition.
Semi-annually			Lubricate evaporator fanshaft bearings
		•	Visually inspect engine coolant hose and hose clamp condition on heater coil system.
		•	Clean condenser and evaporator coils.
		•	Check engine coolant for antifreeze protection down to -30 F (-34 C) to prevent heater coil freeze up.
		•	Tighten all compressor, unit and fan motor mounting bolts and brackets (more frequently if necessary).
		•	*Check condenser air seals and air deflector (when equipped).
		•	Check evaporator blower shaft coupling adjustment and alignment (when equipped).
<i>*If applicable. **Twice monthly during air conditioning season.</i>			

Mobility Lifts and Ramps

To ensure the safety of passengers in mobility devices, MV performs frequent inspections of mobility device lifts and ramps, as follows:

- **Daily Inspections:** During the daily vehicle inspection each operator is required to cycle the vehicle lift to confirm proper operation. If a lift does not cycle or cycles improperly during the DVI, the operator must notify a supervisor who coordinates repair and/or delivery of a replacement vehicle.



- **PMI Inspections:** Mobility device lifts are inspected and cycled at each preventive maintenance inspection threshold. This includes the replacement of worn components, gear cleaning and adjustments in alignment as necessary.
- **Annual Inspections:** MV performs annual inspections of mobility device lifts. These inspections include, at a minimum, checking for drifting, leaking cylinders, and ensuring all safety sensors are working.

Mechanics receive online and on-site vendor training for lift inspections.



No vehicle is permitted to enter service without a safe, functioning lift/ramp. If a lift fails while on route, the vehicle will immediately be removed from service and replaced.

On-Board Security Systems

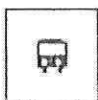
MV works with on board equipment manufacturers and their authorized repair shops for the ongoing maintenance of on-board security systems. MV is proposing the DriveCam system for this service; the company has maintained an excellent relationship with Lytx, with whom it works to repair and replace any malfunctioning units. MV stocks sufficient spare units to ensure working units on the shuttle vehicle.

Smartbus and Transit Technology Maintenance

MV employs properly trained technicians who are able to inspect, diagnose, and repair the various electronic on board systems, including but not limited to passenger counters, AVL/GPS, vehicle health monitors. These devices' manufacturers provide OEM recommendations relative to inspection cycles, which will be followed to ensure proper operation at all times. MV will stock all necessary parts and materials to ensure timely repairs.

Maintenance of Fixed Asset Equipment

MV owns several pieces of equipment that are necessary for the daily maintenance activities of the shuttle service. The local team will maintain all fixed assets in the maintenance area according to factory specifications and conditions. Each piece of equipment that has manufacturer's recommended maintenance interval shall be placed on a routine maintenance schedule, with the corresponding service interval requirements.



Overhauls and Repairs

Major Repairs



MV typically identifies one or more local vendors from which it purchases rebuilt engines or in-chassis overhauls. Depending on the local resources available, and their associated costs, MV will determine the most advantageous approach; however, when possible MV prefers to purchase rebuilt engines.

MV either purchases rebuilt transmissions or works with local vendors to rebuild existing transmissions. MV's maintenance team handles all transmission removal and replacement/installation.

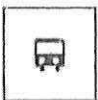
It is always best to replace the engine or transmission with new or rebuilt unit, so that a warranty is available replaced component.

Body Repair

The cosmetic condition of MV's vehicles directly affects passenger confidence in the system. Well-maintained vehicles; clean, intact upholstery; interiors and exteriors free of graffiti; and clean windows, stanchions, and seats all contribute to the public's confidence in using public transportation.

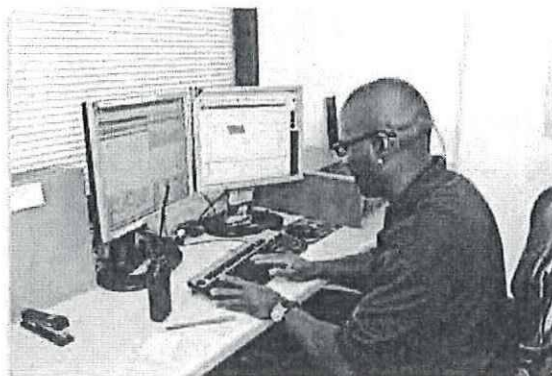
Expeditious body repair eliminates hazards, assures passenger comfort, and reinforces the operators' pride in the service fleet. MV does not tolerate body damage or graffiti and will not release vehicles into service if they have excessive body damage or damage that presents a safety hazard.

During the preventive maintenance inspection or the next scheduled detailing (whichever comes first) MV's mechanics will perform all minor body repair, such as buffing out scratches, minor paint touch ups, etc. MV works with local body shops for major body repair work.



Road Calls

When a road call occurs, the operator will pull over to a safe location and contact dispatch. Using a troubleshooting guide, the dispatcher first attempts to talk the operator through correcting the issue. If the situation cannot be resolved, the dispatch will contact on-duty technician, then patch him or her through to the operator to assess the severity of the issue. The technician will determine the following:



- **If the operator can resolve the issue himself or herself:** In this case, the mechanic will remain on the radio and coach the operator as needed until the situation is resolved.
- **If the operator requires a replacement vehicle:** In this case, the mechanic may deliver the vehicle himself/herself, or work with dispatch to send a standby operator to the field to transfer the passengers and resume the route.
- **If the mechanic must report to the field to resolve the issue and deliver the vehicle back to the yard:** In this case, the mechanic will drive the shop truck to the location of the vehicle, and repair it at the site of the road call.
- **If a tow/wrecker service is required:** In which case, the mechanic will work with the dispatcher, who will coordinate this process.

The dispatcher will log each road call and the assigned mechanic will complete a vehicle breakdown form, which is stored in the vehicle file. MV tracks all road calls in T-EAM and calculates miles between road failures in order to identify mechanical trends areas of needed improvement.

Maintenance Quality Assurance

MV's management team will oversee the service quality of its maintenance department, and will randomly inspect the vehicles after mechanics make repairs. These reviews assess the overall condition of equipment available for revenue service.

It is important that the result of the QA evaluations be presented to management in simple, clear, quantitative terms. This information can then be analyzed to determine

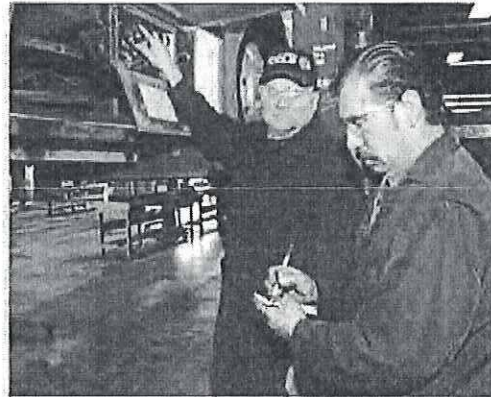


trends, compliance with minimum quality levels, and the need to revise or institute maintenance procedures or job procedures.

Maintenance and safety inspections are performed at various times throughout the year, at intervals that ensure ongoing quality checks and safety assessments.

- **The Monthly Facility Audit (Monthly):** MV's general manager and designated staff are required to conduct facility audits each month to ensure compliance with MV standards.

- **The Semi-Annual Audit (Semi Annual):** Director of Maintenance Richard Hans will be responsible for scheduling and completing semiannual audits, using MV's maintenance audit form, with the general manager and maintenance manager present. A review of the audit will be conducted and an action plan developed (if needed) to correct deficiencies.



- **Safety Management Inspections (Annual):** These inspections assure location compliance with regulatory and company policy requirements, and assess the overall safety of the facility. At minimum, these inspections occur annually and are conducted by the vice president of safety, Mr. Teryl Woods.
- **Maintenance Safety Inspection (Annual):** These inspections assure maintenance-specific compliance with regulatory and company policy requirements, and assess the overall safety of the maintenance program. At minimum, these inspections occur annually and are conducted by the vice president of maintenance. MV also welcomes City facility inspections.

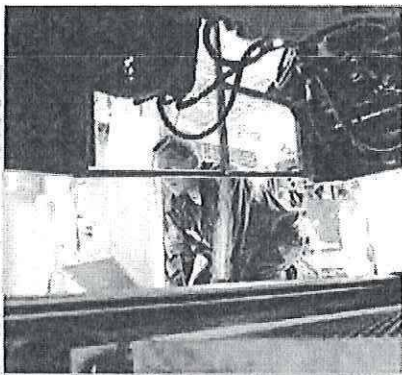
Cost Controls and Information Systems

According to the National Transit Database's 2012 National Transit Summaries and Trends, transit vehicle maintenance costs compose nearly twenty (20) percent of all operating expenses³. MV works to control maintenance costs by:

- Maximizing fleet availability by minimizing unscheduled maintenance, such as road calls, pre-trip inspection failures, and other urgent repairs;

³ National Transit Summaries and Trends (NTST), a portion of the Federal Transit Administration's (FTA) Annual Report, Office of Budget and Policy – October 2013

- Monitoring trends across the company's fleets nation-wide, in order to proactively schedule and address known issues
- Stock parts level based on historical usage and inspection intervals
- Track mechanic productivity and labor costs based on activity type
- Identifying maintenance activities that can be outsourced to local, more cost effective vendors; and
- Staying abreast of service bulletins and enforcing warranties on all fleet and equipment.



MV uses the Trapeze Enterprise Asset Management (T-EAM) to support fleet maintenance, management, and repair. T-EAM provides a sophisticated solution to manage all maintenance activities while tracking labor, parts, and materials costs.

MV's maintenance team uses this system to track all fleet mileage, schedule all inspections, issues parts usage, track labor costs, manage inventory, and generate repair lists.

Designed by fleet managers, for fleet managers, this system provides an intuitive, user-friendly interface that supports efficiency and cost control in forecasting and budgeting. T-EAM is a single-point interface for all fleet, equipment, and parts management; warranty recovery and repair; labor management; and reporting.

Regulatory Compliance

More than 95 percent of MV's contracts are with transit systems funded by federal dollars, and require that MV comply with regulatory standards set forth by agencies such as the FTA, DOT, EPA, OSHA, NTSB, among many other state and local authorities. MV is subject to audits, inspections, records reviews, and reporting as part of its operations.



Vehicle Cleaning

Daily Cleanliness

All vehicles must be kept clean and free of refuse and debris at all times. The following lists are rules regarding daily bus cleanliness:

- No food or drinks allowed on the vehicle unless approved by clients. This includes drivers.
- Drivers will inspect their vehicles daily to assure that there is no graffiti on the vehicles interior components. The drivers will note this on their DVI report and will attempt to clean and remove all graffiti that had been placed on the vehicle for that day.
- Vehicles are swept daily at the end of each shift
- Any graffiti and/or vandalism will be repaired upon discovery

Exterior Cleaning

Vehicle will be washed as needed, at least once per week, to assure a clean professional looking vehicle.

- All exterior body panels will be cleaned with detergent and a vehicle washing brush or run through a wash rack. This will be done to remove all road dirt, soot, and tar and oil residue on the vehicle.
- All tires and wheels will be cleaned using the appropriate brushes. This will be done to remove road dirt, and brake dust and marks from white lettering of tires (if applicable).
- All mud flaps will be cleaned.
- Wheel wells cleaned.
- Windows and mirrors will be cleaned and water spots removed.
- All lighting lenses will be cleaned, thoroughly rinsed and dried.



Interior Cleaning

The interior of the vehicle must be clean and professional looking inside. The interior will be cleaned as needed, at least once per week

- The vehicle will be vacuumed in areas that a vacuum can be used.
- Floors will be swept and mopped. Light colored areas, such as the white standee lines and white edges of the steps should be cleaned with a stiff bristled brush to remove grime from the grooves of the rubber.
- Modesty panels cleaned with a mild detergent to remove dust, foot prints and dirt accumulation.
- Clean vinyl passenger seats with mild soap and water.
- Clean the stanchions grab rails and hand rails with soap and water. Remove all accumulated dirt, dust, grime, and oils.
- With a wet rag, wipe down the ceiling and walls, drying immediately with a dry towel. This is to remove the accumulation of dust that adheres to the ceiling and walls.
- Clean the instrument panel.
- Clean steering wheel with the use of detergent and water. This will remove the accumulation of oils and dirt.
- Instrument panel glass will be cleaned with the use of an appropriate glass cleaner.
- Graffiti, any oily prints and dust accumulation will be removed from the windows by cleaning the window with an appropriate glass cleaner.



(7) Tracking Ridership

MV will install automated passenger counters (APC) on the vehicle door. The sensors will track passengers boarding and alighting the vehicle. The APC will transmit data to Syncromatics, which can export reports into Microsoft Office formats.



(8) Radio and Communications Systems

Radios

MV will provide push-to-talk radios to enable easy communications between operators and dispatch.

Syncromatics OpenMDT Plus

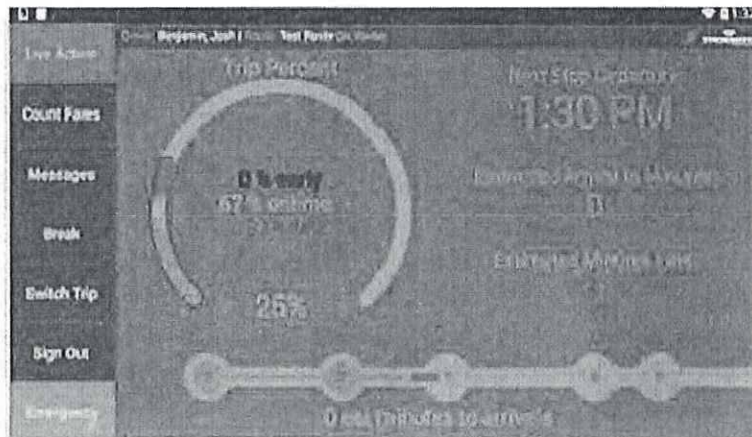
MV will provide the OpenMDT Plus mobile data terminal from Syncromatics, which will be installed on the proposed service vehicle. Engineered to withstand extreme temperatures, power conditions, shock, moisture, impact, and sunlight, this hardy unit will be hard-wired on the vehicle.



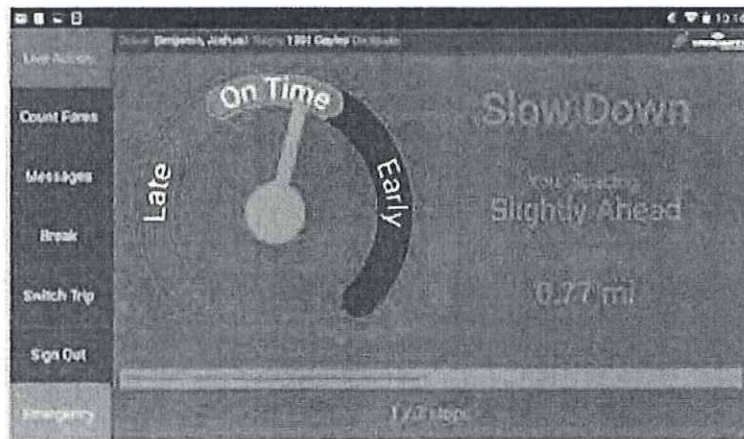
The touch-screen device offers plug-and-play annunciators and passenger counters. It allows dispatchers to communicate with operators via text messaging.

The OpenMDT unit interfaces with Syncromatics (described below) to provide up-to-the-minute updates to operators in service.

The MDT screen is color-coded based on current status. If the vehicle is currently running on time, dials and progress meters will be green. Red represents late, and blue represents early.



Live Action Scheduling Screen



Live Action Bunching Screen

Syncromatics Communication System

MV has reviewed the City's service needs and has identified the Syncromatics dispatch software for the shuttle service. This system enables dispatchers to view vehicle location in real time, which allows them to monitor on-time performance, route adherence, run status, and other data. This further supports real-time decision-making for MV's dispatchers and management team when service is running late or an operator deviates from the route.

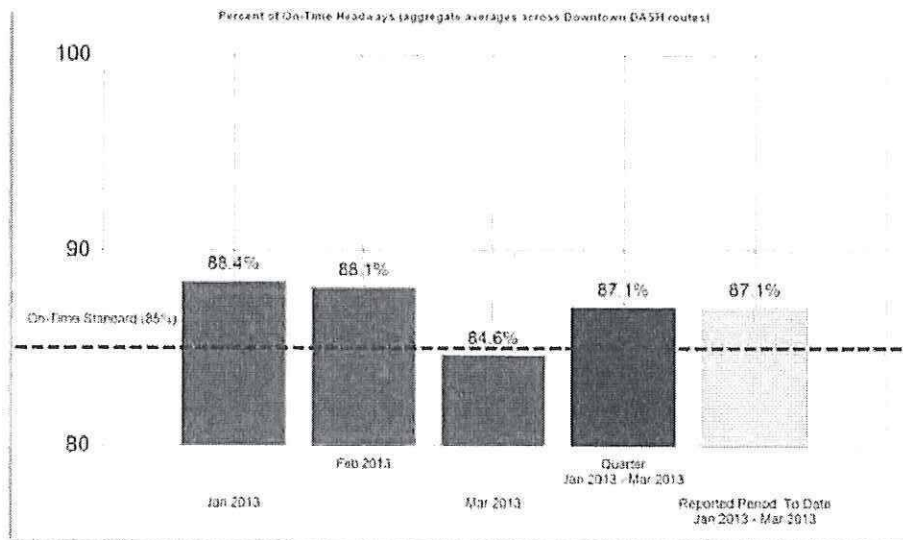
Benefits to the City

- Monitor fixed routes in real time
- Increase functionality
- Assist with reporting



Syncromatics also offers reports, which provide a historical review of service performance. A broad range of data can be grouped by driver and by route, and users can drill down to obtain detailed data and graphs. The data captured by Syncromatics' reporting drives effective employee coaching and retraining activities.

Driver Performance Report						
Reporting Period: 4/1/2013 - 4/30/2013						
Route	Route Performance					
	On Time	On Time Avg	Deviation	Late	Early	Trips
TOTAL / AVG	84.2%	82%	12.2%	8.4%	3.4%	66
Route 11	100%	91.7%	8.3%	0%	0%	3
Route 12	85.7%	74.3%	14.4%	11.3%	0.1%	20
Route 16	89.5%	82.1%	7.9%	6.2%	3.9%	11
Route 22	98.2%	60%	16.3%	1.6%	0%	12



Syncromatics' mobile website uses GPS data to allow passengers to track the location of their vehicle. When accessed on a mobile phone, the site tracks the user's location and generates arrival times for the nearest stops.



EXHIBIT B COST PROPOSAL

CONTRACT PROVISIONS

A. COMPENSATION AND PAYMENT

City will compensate Contractor for services rendered under the Contract at the monthly administrative charge and a charge for the number of Vehicle Revenue Hours. All costs must be identified with appropriate price in the Proposal. Contractor shall provide a monthly invoice to City, which shall include the following:

1. MONTHLY ADMINISTRATIVE CHARGE (FIXED COST)

This charge is a flat monthly amount that includes all fixed costs associated with operating the Shuttle service. This charge includes, but is not limited to, management wages and benefits, wages and benefits for dispatcher / scheduler / clerical / customer service staff, radio equipment and frequency costs, scheduling/dispatch system software licensing and server fees, GPS/AVL wireless charges, telephone system, computer equipment, performance bond, office supplies, materials and supplies, insurance, start-up costs, management fee and profit, recruitment/training costs, and other fixed costs and equipment.

2. VEHICLE CHARGES

Contractor may charge the fully depreciated cost for the vehicle, pro-rated by day. This charge shall include the variable costs associated with maintenance costs, parts and equipment, and lubricants, and other costs associated with operating a shuttle vehicle. **Fuel for the Shuttle service vehicles is to be provided by City at no cost to the Contractor.** Variable staffing costs associated with the operation of these vehicles will be reflected in the Cost per Revenue Hour charged to the City.

3. COST PER REVENUE HOUR (VARIABLE COSTS).

This charge shall include the variable costs associated with the staffing of the Shuttle service. It shall include the proportionate share of Operator wages and benefits, physicals, uniforms, materials and supplies, and other variable costs associated with staffing a shuttle vehicle.

This charge is based on the description of the service being required of the Contractor by the City, and established time schedule and dates of operation. Pricing shall remain firm for a minimum of one (1) year from contract commencement date. The rates shall include any and all operating and overhead expenses including but not limited to site evaluation/recommendation, meeting attendance, site preparation/cleanup, shuttle rental, driver cost, staffing, taxes and insurance, and other miscellaneous supplies and expenses

**EXHIBIT B: COST PROPOSAL FOR SANTA ROSA DOWNTOWN SMART PARKING SHUTTLE
 SUBMITTED BY: MV TRANSPORTATION, INC**

Revenue Hours	Monthly Revenue Hours	Hourly Rate Startup Spread over 1st 3 months	Hourly Rate After Startup Recouped
7-9 hrs per day	145-187	\$ 114.52	\$ 51.29
9-12 hrs per day	188-249	\$ 98.81	\$ 49.64
12-15 hrs per day	250-311	\$ 84.83	\$ 47.95
15-20 hrs per day	312-415	\$ 75.76	\$ 46.25
		Or Startup Paid Upfront	
Startup		27,551.56	

SUBMITTED BY (FIRM): _____

NAME AND TITLE OF AUTHORIZED SIGNER: _____

SIGNATURE OF AUTHORIZED SIGNER: _____

DATE: _____

MV Footnotes:

See tiered schedule above for monthly revenue hours

Monthly billing will be based on total revenue hours per month

Daily revenue hours are for reference only

Assumes vehicle has 12 seats + 2 wheel chair spaces in the vehicle in service

City will have the right to increase or decrease the levels of service by fifteen percent (15%), for all hours outside of the provided tiers, without renegotiating with the contractor the proposed vehicle revenue hour rate or any other term or condition of the contract.