

SPECIAL MEETING
AGENDA
Tulare County Regional Transit Agency

May 25, 2022, 6:00 p.m.

Tulare County Regional Transit Agency
210 N. Church Street
Visalia, CA 93291

NOTE: This meeting will allow Board Members and the public to participate in the meeting via Teleconference, pursuant to Assembly Bill 361, available at:

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB361

Zoom Meeting | Direct Link: <https://bit.ly/2Zt4BQY>

Toll Free Call in: (888) 475-4499 | **Meeting ID:** 744 710 0343 | **Passcode:** 82243742

Call in only instructions: Enter your meeting ID followed by #, Enter # for participant ID, Enter the passcode followed by #.

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, including auxiliary aids, translation requests, or other accommodations, or to be able to access this agenda and documents in the agenda packet, please contact the Tulare County Association of Governments ("TCAG") office at 559-623-0450 at least 3 days prior to the meeting. Any staff reports and supporting materials provided to the Board after the distribution of the agenda packet are available for public inspection at the TCAG office.

- I. CALL TO ORDER, WELCOME, AND ROLL CALL**
- II. PLEDGE OF ALLEGIANCE**
- III. PUBLIC COMMENT**

NOTICE TO THE PUBLIC
PUBLIC COMMENT PERIOD

At this time, members of the public may comment on any item of interest to the public and within the subject matter jurisdiction of TCRTA but not appearing on this agenda. Under state law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public is invited to make comments at the time the item comes up for Board consideration. Any person addressing the Board will be limited to a maximum of three (3) minutes so that all interested parties have an opportunity to speak with a total of fifteen (15) minutes allotted for the Public Comment Period. Speakers are requested to state their name(s) and address(es) for the record.

IV. CLOSED SESSION ITEMS:

It is the intention of the Board of Directors to meet in closed session concerning:

- A. Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Richard Tree. Employee Organizations: All unrepresented employees.

RECONVENE OPEN SESSION

V. REPORTS:

This is the time for all committee reports; executive committee reports; and staff informational items:

- A. Technical Advisory Committee (No Report)
- B. Board Executive Committee (No Report)

VI. PRESENTATIONS:

- A. None

VII. CONSENT CALENDAR ITEMS:

All Consent Calendar Items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar. All items removed from the Consent Calendar for further discussion will be heard at the end of Action and Information Items.

- A. Action: Reaffirm Resolution No. 2021-11 to Approve Remote Attendance at Public Meetings Pursuant to State Assembly Bill 361 (Pages 01 - 02)

VIII. ACTION AND INFORMATION ITEMS:

- A. Action: Authorization to Award a Contract for Transit Operations Services to Transdev Services, Inc. (Pages 03 - 54)
- B. Action: Approve Fare Collection Equipment with Genfare (Pages 55 - 64)

IX. OTHER BUSINESS:

- A. Request from Board Members for Future Agenda Items

X. ADJOURN:

The next scheduled Tulare County Regional Transit Agency (TCRTA) Board meeting date will be **June 27, 2022 and will take place at 6:00 p.m.** at the Tulare County Regional Transit Agency (TCRTA), 210 N. Church Street, Suite B, Sequoia Conference Room, Visalia, CA 93291.

TULARE COUNTY REGIONAL TRANSIT AGENCY

BOARD OF DIRECTORS

ALTERNATE

AGENCY

Kuldip Thusu	Armando Longoria	City of Dinuba
Steve Garver	Dave Hails	City of Exeter
Greg Gomez – Vice Chair	Tina Hernandez	City of Farmersville
Ramona Caudillo	Hipolito Cerros	City of Lindsay
Milt Stowe	Monte Reyes	City of Porterville
Jose Sigala – Chair	Terry Sayre	City of Tulare
Rudy Mendoza	Jose Martinez	City of Woodlake
Eddie Valero	Amy Shuklian	County of Tulare

EX OFFICIO MEMBERS

Georgina Landecho, CalVans

TCRTA STAFF

OFFICE INFORMATION

Rich Tree, Executive Director

*The TCTRA is temporarily receiving support from the Tulare County Association of Governments and County of Tulare

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Tulare County Regional Transit Agency

AGENDA ITEM VII-A

May 25, 2022

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Reaffirm Conditions of State Assembly Bill 361 to Continue Remote Attendance

BACKGROUND:

In response to the COVID-19 pandemic, the Governor suspended part of the Brown Act concerning the requirements for allowing Governing Board members to remotely participate in Board meetings. The suspended provisions require that 1) Governing Board meeting agendas allowing remote Board Member participation list each of the specific locations from which Board members will be remotely participating, 2) such agendas be posted at each such location, and 3) members of the public must be allowed to remotely participate in the meeting from each of the listed locations. The suspension was done to promote social distancing and so to help limit the spread of COVID-19.

DISCUSSION:

The Governor's suspension of these Brown Act provisions expired as of September 30, 2021, and was replaced by State Assembly Bill (AB) 361, an urgency statute that became effective as of September 30, 2021. Under AB 361, Governing Boards can continue to allow remote Board members participation in Brown Act public meetings if several conditions are met:

1. The meeting is held during a declared State of Emergency (Like the Governor's COVID-19 pandemic State of Emergency that's still in effect in California);
2. The Governing Board adopts findings to the effect that allowing remote meeting participation by Governing Board members promotes social distancing, which in turn helps prevent the spread of COVID-19;
3. The Governing Board confirms these conditions continue to be met every 30 days.

The Tulare County Regional Transit Agency Board of Directors passed a resolution adopting a policy of remote attendance pursuant to AB 361 on October 18, 2021.

RECOMMENDATION:

That the Tulare County Regional Transit Agency Board of Directors reaffirm Resolution No. 2021-11 to continue to participate in its governing board meetings remotely by the teleconferencing provisions of AB 361.

FISCAL IMPACT:

None

ATTACHMENT:

None

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Tulare County Regional Transit Agency

AGENDA ITEM VIII-A

May 25, 2022

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Authorization to Award a Contract for Transit Operations Services to Transdev Services, Inc.

BACKGROUND:

The Transition Plan to form the Tulare County Regional Transit Agency (TCRTA) laid out a process for the award of a single operating contract to consolidate services that were for the County of Tulare and the Cities of Dinuba, Porterville, Tulare, and Woodlake through four vendor contracts. The consolidation of services to one vendor was seen as an opportunity to introduce efficiencies, a central call center, and new service modes into the operation of TCRTA.

The process to select a new single vendor to consolidate all service operations was initiated. A Request for Proposal (RFP) was issued on December 15, 2021. The RFP document and processes were structured to follow the TCRTA Procurement Manual which was established according to FTA procurement guidelines and requirements. The RFP initially called for submission of proposals on February 17, 2022. After the release of the RFP, several Addenda were issued. They are specified below:

Addendum #1: Issued on January 4, 2022, this addendum provided projected revenue service hours and miles, and the number of vehicles by service type.

Addendum #2: Issued on January 27, 2022, this addendum extended the proposal submittal date from February 17, 2022, to March 10, 2022, and provided the required Collective Bargaining Agreements and Labor Code 1070 information, and the updated scope of work for the Central Call Center and Vehicle Maintenance.

Addendum #3: Issued on February 4, 2022, this addendum provided the 2022 service map and schedules, updated RFP packing and submission instructions, and provided responses to questions submitted by prospective proposers.

Addendum #4: Issued on February 17, 2022, this addendum provided the TCRTA ITS standards, updated projected revenue hours and miles, TCRTA bus stop and shelter inventory, updated Tool List, updated vehicle location and assignments, and provided responses to questions submitted by prospective proposers.

Addendum #5: Issued on February 18, 2022, this addendum extended the proposal submittal date from March 10, 2022, to March 17, 2022, and provided responses to questions submitted by prospective proposers.

Addendum #6: Issued on February 25, 2022, this addendum provided an updated TCRTA bus stop inventory, updated projected revenue hours and miles, TCRTA asset values, updated employee benefits, and updated Disadvantaged Business Enterprise (DBE) information.

Addendum #7: Issued on March 3, 2022, this addendum provided updated projected revenue hours and miles, and the average ADA paratransit trips.

Addendum #8: Issued on March 7, 2022, this addendum provided updated Collective Bargaining Agreements through June 30, 2026.

Proposals were due by 5:00 p.m. PST on March 17, 2022. A total of four proposals were received from the following firms:

- MV Transportation
- National Express
- First Transit
- Transdev Services, Inc.

All four proposals were received prior to the deadline. The proposals were not opened publicly.

DISCUSSION:

Procurement Overview

The primary desire of TCRTA for this procurement is to ensure an award will be made based on the highest quality of service proposed that best matches TCRTA's requirements using the Federal Transit Administration's approved Third-Party Contracting Guidance (FTA C 4220.1F) "Best Value" methodology.

Evaluation Process

The four qualifying proposals were evaluated based upon the process and criteria specified in Section 3 – Evaluation and Selection Process of the RFP which are included in this staff report as Attachment 1. Section 3, Part 3 specifies that an evaluation committee will be established, and the committee will make all decisions regarding the evaluations, determination of responsible proposers and the competitive range, and the selection of the proposer that may be awarded the contract. A four-person evaluation committee was formed and consisted of qualified transit professionals internal and external to TCRTA. The Executive Director was not a member of the evaluation committee, but participated in interviews, presentations, negotiations, and the selection of the proposer.

Proposal Selection Process

Section 3, Part 4 of the RFP specifies the process by which proposals will be evaluated and a selection made for a potential award. Selection of a responsive and responsible proposer was made through the consideration of the following:

- Determination of Responsiveness – Determine whether the proposal is in compliance with the terms and conditions set forth in the RFP.
- Determination of Responsible Proposers – Determine (Pass/Fail) whether the proposal follows the evaluation criteria listed below:
 1. Affordability
 2. Unacceptable exceptions, conditions, reservations, and understanding
 3. Integrity and satisfactory performance
 4. Sufficient financial strength
 5. Compliance with federal requirements of the RFP.
- Proposal Evaluation Criteria – Determination of “Best Value” and not a low-bid procurement, proposals were evaluated based on the following points:
 1. Background and experience (40 points)
 2. Qualifications and approach (40 points)
 3. Creative/innovative solutions for maximizing service and efficiency (20 points).

An award will be made to a responsive and responsible proposer for a proposal which is found to be in TCRTA’s best interest and best value.

The evaluation committee reviewed the four proposals and found all to be responsive and responsible proposals. Thus, each of the four qualifying proposals moved forward to the evaluation criteria (points). Evaluation criteria were reviewed and scored by the members of the evaluation committee.

Interviews with the four qualifying proposers were held on April 6, 2022, through April 8, 2022. Each firm was allotted the same amount of time for the interviews and presentation. The following list of items were considered the most critical elements of each interview:

1. Local Management Team
2. Proposed Hiring and Retention of Employees
3. Improving Quality of Service
4. Improving Safety of Operations
5. Improving the Customer Experience
6. Zero-Emission Bus Experience

Proposal Scoring Process

Scoring sheets for the scoring process were prepared for use by each member of the evaluation committee. These were designed to precisely follow the scoring criteria identified in the RFP. A thorough review of all materials was conducted by each member and the review took into consideration interviews and presentation of each vendor.

The scores are summarized below:

	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Total
Transdev	94	95	90	90	369
First Transit	83	75	86	82	326
National Express	70	90	83	74	317
MV Transportation	80	70	87	68	305

Transdev Services, Inc. received the highest evaluation criteria scoring based substantially upon the qualification and experience of its management team and corporate support team, the ability to partner with TCRTA to create a sustainable transportation system that will improve the quality of service, safety of the operations, and the customer experience, and the creativity and innovation for maximizing service and efficiencies.

Transdev Services, Inc's proposal showed exceptional attention to detail and an understanding regarding the history of public transportation in Tulare County, present situation, and future aspirations. Transdev's proposal also showed an investment in local businesses and willingness to work with Disadvantaged Business Enterprise (DBEs).

Transdev Services, Inc. is part of one of the largest transportation conglomerates in the world, with over 200 contract operations in the United States, including many in California. Most recently Stanislaus Regional Transit Authority (StanRTA), a JPA formed the same time as TCRTA, selected Transdev for their transit operations. Finally, Transdev's regional management and support team is well regarded in the area and has committed to fully support the TCRTA operation through ongoing structured oversight and frequent communication with TCRTA staff.

TCRTA is an agency in transition. Starting in 2022, TCRTA will be expanding its award-winning on-demand service and developing a new brand that includes new passenger information materials and consolidated website. TCRTA's innovative and equitable approach to public transportation will present the agency with new challenges and TCRTA must be ready to meet them as they come. To that end, TCRTA not only needs a contractor, but a partner to meet those challenges. Therefore, the evaluation committee unanimously agreed that Transdev is TCRTA's best partner.

Proposal Documents

Documents associated with this procurement are not public record until such time as the TCRTA Board of Directors awards the contract. When an Agreement is awarded by TCRTA, all proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public record, except for those elements of each proposal marked as trade secret, confidential, proprietary, and any questionnaires and/or financial statements that are not open to public inspection pursuant to California Public Utilities Code 6254.7(d) and 99154.

Financial Analysis

The base term of the contract resulting from this procurement will be five years. The agreement is structured in this way, so the term of the agreement coincides with TCRTA's fiscal year (July 1 – June 30). Thus, the contract term commences on July 1, 2022, and ends on June 30, 2027.

Upon mutual agreement, the term of the contract may be extended for three additional periods of one year each (from July 1, 2027, through June 30, 2028; from July 1, 2028, through June 30, 2029; and from July 1, 2029, through June 30, 2030).

To determine Transdev Services, Inc.'s price reasonableness, staff compared the total cost plus any options of each year in the base term to an Independent Cost Estimate (ICE) that was prepared by SBLB, TCRTA's transit consultant. The final five-year projected cost compared to the ICE is shown in the table below:

	Independent Cost Estimate (ICE)	Transdev Price	% Difference
Year 1	\$14,545,606	\$14,233,755	-2.17%
Year 2	\$14,738,233	\$14,610,466	-.87%
Year 3	\$15,464,749	\$15,274,729	-1.24%
Year 4	\$16,062,972	\$15,915,683	-.92%
Year 5	\$16,689,090	\$16,737,321	-.29%
5-Year Total	\$77,500,649	\$76,771,955	-.94%

Additionally, it is worth noting that the following factors have led to an increase in cost compared to previous years:

1. The Collective Bargaining Agreements (CBAs) were negotiated during the end of the procurement process, without the knowledge of TCRTA. The renewed CBA's increased wages for all employees that are effective July 1, 2022, through June 30, 2026. The total increase in wages for the base five-years is estimated at \$1,956,888.
2. TCRTA requested that the vendors provide new technology that will improve the quality of service, rider experience, and data collection. Currently, the City of Porterville and the County of Tulare are the only member agencies with a history of providing technology. The cost of adding technology across TCRTA services for the base five-years is estimated at \$1,371,765.
3. TCRTA will be deploying a regional fare collection system during this project. To maintain the equipment in a state of good repair, TCRTA required that the vendor maintain the fare collection system. The cost of maintaining the fare collection system for the base five-years is estimated at \$1,356,320.

To control costs, and after Transdev gains a better sense of the costs of running the transit operations, TCRTA and Transdev will meet after nine months of each contract year to review service, staffing levels, and data, and negotiate the rates for the following contract year.

RECOMMENDATION:

That the Tulare County Regional Transit Agency Board of Directors:

1. Consider adopting the draft resolution to award a contract to Transdev Services, Inc. for the Transit Operations Services beginning July 1, 2022, in an amount not to exceed \$76,771,955 for a five-year base term ending June 30, 2027; and

2. Authorize the Executive Director to execute the contract at the variable rates and fixed costs contained in Transdev's pricing proposal, subject to legal counsel approval as to form.

FISCAL IMPACT:

All activities associated with the Transit Operations Services contract will be included in the annual transit budget.

ATTACHMENT:

1. Excerpt from RFP 2021-01: Evaluation Process
2. Draft Agreement
3. Price Proposal Sheets
4. Draft Resolution
5. Presentation

Section 3 – Evaluation and Selection Process

1. Overview

Proposals must conform to the service specifications described in the RFP and Contract documents. Proposals that do not comply with these instructions and do not include the required information may be rejected as non-responsive or as not within the competitive range. TCRTA reserves the right to, but is not obligated to, request a Proposer to provide any missing information and to make corrections. Submittal of a proposal will signify that the Proposer has accepted all the contract documents and the whole package of contract requirements, except such conditions, exceptions, reservations or understanding explicitly, fully, and separately stated on the forms and according to the instructions of “Form for Proposal Deviation”. Any such conditions, exceptions, reservations, or understandings, which do not result in the rejection of the entire proposal, are subject to evaluation under the “Proposal Evaluation Criteria”. Incomplete submissions may be disqualified from consideration.

The primary desire of TCRTA for this procurement is to ensure an award will be made based on the highest quality of service proposed that best matches TCRTA’s requirements using the Federal Transit Administration’s (FTA) approved Third-Party Contracting Guidance (FTA C 4220.1F) “Best Value” methodology. Per FTA’s Third-Party Contracting Guidance, Best Practices Procurement Manual, “Best Value” is defined as follows:

“Best Value” is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience of the management team, creativity of proposal, quality and comprehensiveness of required Plans. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous and the greatest value of the TCRTA.”

TCRTA reserves the right to reject any or all proposals for any reason, to undertake discussions with one or more Proposers, and to accept that proposal or modified proposal which, in its judgment, will be most advantageous to TCRTA regarding price and other criteria considered.

TCRTA reserves the right to consider any specific proposal which is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive. TCRTA may reject a proposal that includes unacceptable deviations as provided in “Conditions, Exceptions, Reservations or Understandings”. The TCRTA reserves the right to waive any defects, or minor informalities or irregularities in any proposal which do not materially affect the proposal or prejudice other Proposers.

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If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or otherwise engage in anti-competitive practices, the proposals of all such Proposer(s) shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by the TCRTA.

The Evaluation Committee will make a recommendation to award to the Board of Directors, based upon the Evaluation Committee's determination of the responsible Proposer whose proposal is most advantageous to TCRTA. TCRTA may award this contract on a combination of technical and price factors. Accordingly, the Evaluation Committee may not necessarily make a recommendation to award to the Proposer with the highest ranking or make a recommendation to award to the Proposer with the lowest Price Proposal, if doing so would not be in the overall best interest of TCRTA.

Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures describe below. The approach and procedures are those which are applicable to a competitive, negotiated procurement whereby proposals are evaluated to determine which proposals are within a competitive range. Discussions and negotiations may be carried out with Proposers within the competitive range, after which Best and Final Offers (BAFOs) may be requested. However, TCRTA may select a proposal for award without any discussions or negotiations or request for any BAFO(s). Subject to the TCRTA's right to reject any or all proposals, the Proposer whose proposal is found to be most advantageous to the TCRTA, will be selected.

Selection for Award will be based on the following process:

- Determine responsiveness of Proposers
- Determine responsible Proposers
- Determine ranking based on evaluation matrix points rated by the evaluation committee.
- Identify the proposals that fall within the competitive range, which would be those proposals that are responsive, responsible, and whose total points from the evaluation matrix are clear leaders amongst the proposers.
- Conduct interviews, as necessary, with the Proposers within the competitive range.
- Request Best and Final Offers, as necessary, of those within the competitive range.
- Recommend an award on Best Value of those within the competitive range.

If a proposal, which has been included in the competitive range contains conditions, exceptions, reservations, or understandings to any Contract requirements as Provided in "Form for Proposal Deviation", said conditions, exceptions, reservations or understandings may be negotiated.

Proposers will not be told of their rankings among the other Proposers.

This procurement is subject to the availability of funding. TCRTA's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of TCRTA for any payment shall arise until funds are made available for this Contract. Any award of Contract hereunder will be conditioned upon said continued availability of funds for the Contract. TCRTA also reserves the right to cancel the procurement for any reason whatsoever, at any time, before the Contract is fully executed and approved.

2. Opening of Proposals and Confidentiality of Proposals

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation, and selection process. Only the members of the Selection Committee and Evaluation Team and other TCRTA officials, employees and agents having a legitimate interest will be provided access to the proposals and evaluation results during this period.

Access to public records is governed by the California Public Records Act (Government Code section 6250 et seq.). Except as otherwise required by law, the TCRTA will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial and financial information which a Proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. TCRTA shall have the right to reject all such conditions and/or exceptions and instruct the Proposer to amend its proposal and remove said conditions and/or exceptions; and any Proposer failings to do so may cause the TCRTA to find such proposal to be outside the competitive range. No information, financial or otherwise, will be provided to any Proposer about any of the proposals from other Proposers. Proposers will not be given a specific price or specific financial requirements they must meet to gain further consideration, except those proposed prices may be too high with respect to the marketplace or unacceptable.

The Proposer may submit proprietary information, trade secrets or confidential commercial and financial information, which a Proposer believes should be exempted from disclosure, in a separate volume specifically identified and marked as such as an appendix to the proposal.

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

3. Evaluation Committee

An Evaluation Committee will be established. The Committee will make all decisions regarding the evaluations, determination of responsible Proposers and the competitive range, negotiations, and the selection of the Proposer, if any, that may be awarded the Contract. The Evaluation Committee will include no less than the officers, employees, and agents of TCRTA and may include other qualified transit professionals internal and/or external to the Agency. The Evaluation Committee will carry out the detailed evaluations and report all its findings to the Executive Director for final approval. The Executive Director will not be a member of the Evaluation Committee, but will participate in interviews, presentations, negotiations, and the selection of the Proposer.

4. Proposal Selection Process

The following describes the process by which proposals will be evaluated and a selection made for a potential award. Selection of a proposal from a responsive and responsible Proposer shall be made through the consideration of the following: "Determination of Responsiveness", "Determination of Responsible Proposers", and "Proposal Evaluation Criteria". An award, if made, will be to a responsible Proposer for a proposal which is found to be in the TCRTA's best interest and best value.

5. Determination of Responsiveness

TCRTA will consider all the Proposers materials to determine whether the Proposers proposal is in compliance with the terms and conditions set forth in this RFP. Proposers must submit all required information in the manner described, unless otherwise waived by TCRTA, for the proposal to be considered responsive.

6. Determination of Responsible Proposers

This section contains proposal evaluation criteria, listed by their respective degree of importance, by which proposals from responsible Proposers will be evaluated and ranked for the purpose of determining any competitive range and to make any selection of a proposal for a potential award. Any exceptions, conditions, reservations, or understandings explicitly, fully, and separately stated on the “Form for Proposal Deviation”, which do not cause the TCRTA to consider a proposal to be outside the competitive range, will be evaluated according to the respective evaluation criteria and/or sub-criteria which they affect.

The criteria are listed numerically by their relative order of importance. However, certain criteria may have sub-criteria that are listed by their relative order of importance within the specific criterion they comprise. Also, certain sub-criteria may have sub-criteria that are listed by their relative degree of importance within the specific sub-criterion they comprise. Non-price factors when combined are more significant than the price alone.

1. (Pass/Fail) Affordability

The price proposals, which are expected to be in line with pricing paid by agencies comparable to TCRTA and delivering similar services, will be assessed for affordability as defined by TCRTA’s available financial resources and budget for operations. TCRTA will not make an award for any proposal which proposes prices that would render the procurement unfeasible.

2. (Pass/Fail) Unacceptable Exceptions, Conditions, Reservations and Understandings.

Any exceptions, conditions, reservations, or understandings that are explicitly stated on the required form “Form for Proposal Deviation” will be evaluated for their acceptability. Each exception and/or condition made in a proposal will be evaluated and the TCRTA will determine their individual acceptability. An unacceptable exception, condition, reservation or understanding, if not withdrawn by the Proposer upon the request by TCRTA, would be cause for the proposal to be rejected. For the purposes of determining the competitive range, a proposal containing unacceptable exceptions, conditions, reservations, or understandings may be included on the basis that the proposal is capable of being made acceptable provided that the Proposer withdraw or modify the unacceptable exceptions, conditions, reservations, or understandings. Any exceptions, conditions, reservations, or understandings which do not cause TCRTA to consider the proposal to be outside the competitive range, will be evaluated according to the respective evaluation criteria and/or sub-criteria which they affect.

3. (Pass/Fail) Integrity and Satisfactory Performance

Evidence of satisfactory performance, a spirit of cooperation, integrity, and ethical business practices on similar contracts is required. The Proposer must have a satisfactory performance record demonstrated by positive, constructive feedback from references from past and current contracting agencies delivering services like that of TCRTA.

4. (Pass/Fail) Sufficient Financial Strength

Evaluation of the Proposer’s financial resources and capability to finance the work to be performed and complete the Contract in a satisfactory manner. The following must be received and will be considered in evaluating financial strength:

- a. Compliance with financial requirements: Ability to obtain required insurance (and bonding) with coverage values that meet minimum requirements evidenced by a letter from an

underwriter confirming that the Proposer can be insured for the required amount.

- b. Certified Public Accountant (CPA) prepared financial statements for the past three years.

5. (Pass/Fail) Compliance with Federal Requirements of this RFP

Required certifications, specified in this RFP, must be received and proposal must demonstrate current compliance or ability to comply if Proposer becomes the eventual successful Proposer.

Proposals will be evaluated against the pass/fail criteria numbers 1 through 5 above, and if Proposer passes these criteria, it will be deemed to be responsible. However, any proposal which fails one or more of these criteria but is susceptible of being made to meet such failed criteria will also be considered responsible. Under any other circumstances, a proposal may not be responsible.

7. Proposal Evaluation Criteria (By Total Points)

This is a “Best Value” procurement. It is **NOT** a low-bid procurement and price is only a consideration in the evaluation process. The following criteria will be used to further evaluate proposals. This set of criteria must be addressed and are not listed by any order of importance. The Proposer of any proposal that the Evaluation Committee finds not to have addressed the criteria, may be determined by the Evaluation Committee as not qualified and its proposal rejected. The criteria are as follows:

- **Background and Experience (40 Points)**

The following will be considered:

- Breadth of company’s industry experience with similar transit contracts,
- Level of prior public transportation experience and expertise of the management team,
- Sufficiency of staffing and other resources (i.e., training, mentorship, etc.) for demonstrating the ability to perform per the contract and service delivery terms,
- Safety record,
- Reference from other governmental agencies with transit operations.

- **Qualifications and Approach (40 points)**

Each of the required plans must demonstrate the Proposers understanding of the RFP and describe how Proposer will work with TCRTA in delivering the services. The combination of these plans should demonstrate a Proposer who desires to work for TCRTA and provide high quality services.

- **Creative/Innovative Solutions for Maximizing Service and Efficiency (20 points)**

TCRTA is seeking creative and innovative solutions (CAD, AVL, CRM, etc.) to minimize operating costs while maximizing quality of service. Proposed pricing for transit services will be considered in conjunction with creative/innovative methods and/or technology for achieving cost-efficiency while delivering high quality and potentially enhanced services.

8. Award Process

1. Best and Final Offers (BAFO)

After all interviews have been completed, each of the Proposers in the competitive range may be afforded the opportunity to amend its proposal and make its BAFO. The request for BAFOs shall include:

Notice that discussions/negotiations are concluded:

- Notice that this is the opportunity for submission of a BAFO.
- A common date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs.
- Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs and is subject to the late submissions, modifications, and withdrawals of proposals provision of the RFP.
- Notice that if Proposers do not submit a BAFO or a notice of withdrawal, their immediate previous Offer will be construed as their BAFO.
- Any modifications to the initial proposals made by a Proposer in its BAFO shall be identified in its BAFO. BAFOs will be evaluated by

Tulare County Regional Transit Agency
RFP 2021-01 Transit Operations Services

TCRTA according to the same requirements and criteria as the initial proposals “Proposed Selection Process”. The TCRTA will make appropriate adjustments to the initial scores for any sub-criteria and criteria which have been affected by any proposal modifications made by a BAFO.

- TCRTA will choose that proposal which it finds to be most advantageous and best value. The results of the evaluations and the selection of a proposal for any award will be documented in a report.
- TCRTA reserves the right to make an award to any Proposer whose proposal it judges to be most advantageous and best value, without conducting any written or oral discussions with any Proposers or solicitation of any BAFO.

2. Award to Other Than Evaluation Committee Recommended Vendor

This transit services contract will be partially funded through FTA financial assistance. As such, TCRTA must maintain compliance with FTA procurement requirements as detailed within FTA Procurement Circular 4220.1F. Each member of the Board making an award, with FTA financial assistance, to a Proposer other than that recommended by the Evaluation Committee, becomes the defector “procurement evaluation committee” and will be required to submit a signed Declaration Concerning Conflict of Interest and Confidential Information to be retained within the procurement files. In the event the TCRTA Board elects to award a federally financially assisted contract to other than the vendor recommended through the predefined and executed selection committee process, FTA Circular 4220.1F, Chapter III, 3, D. (1) (c), requires that “government recipients must state its reasons for Proposer selection or rejection”.

To maintain compliance with FTA Circular 4220.1F, Chapter III, 3, d. (1) (c), the Board is required to submit a Selection Decision Memorandum setting forth the reason for making the selection. This written Selection Decision Memorandum must be based on the evaluation criteria as set forth in this RFP; there cannot be an introduction of new selection criteria.

**SERVICE AGREEMENT BY AND BETWEEN
TULARE COUNTY REGIONAL TRANSIT AGENCY
AND
TRANSDEV SERVICES, INC.**

THIS SERVICES AGREEMENT ("Services Agreement") is made and entered into this _____ day of May 2022 by and between the **Tulare County Regional Transit Agency**, a California joint powers public agency ("TCRTA" or "Agency") and **Transdev Services, Inc.**, a Maryland corporation ("Transdev" or "Contractor"). TCRTA and Transdev are each a "Party" and together are the "Parties" to this Services Agreement, which is made with reference to the following:

WHEREAS, TCRTA needs to acquire certain Transit Operations Services hereinafter as fully described in and set forth in TCRTA's "Request for Proposals No. 2021-01" and modified by "Addenda #1 through #8" thereto, and all "Questions and Answers" promulgated by TCRTA with respect to said RFP and Addenda, which documents are collectively referred to herein as the "RFP", which is attached hereto and incorporated as Exhibit A. The services sought by the RFP are sometimes referred to in the RFP as the "Project"; and

WHEREAS, pursuant to the RFP Transdev submitted its "Proposal," which is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, TCRTA hereby accepts Transdev's Proposal and desires to contract with Transdev for performance of said Transit Operations Services in accordance with said Proposal and the terms and conditions of this Services Agreement, and at the prices and rates (the "Price Pages") attached hereto and incorporated as Exhibit C;

NOW THEREFORE, the Parties agree as follows:

1. THE CONTRACT

1.1 Transdev shall perform those services described in the RFP (Exhibit A) in accordance with its Proposal (Exhibit B) and the terms and conditions of this Services Agreement, and at the prices and rates contained in the Price Pages (Exhibit C). Exhibit D contains the TCRTA Vehicle Fleet Listing. This Services Agreement and all Exhibits thereto are collectively referred to as the "Contract."

1.2 The Contract represents the entire and integrated agreement between the Parties with respect to said Transit Operations Services and supersedes all prior negotiations, representations, or agreements, whether written or oral.

1.3 Order of Precedence. Contract documents consist of: (i) this Services Agreement; (ii) the RFP; (iii) the Proposal; (iv) the Price Pages and (v) the Vehicle Fleet Listing. The order of precedence shall be (First) this Services Agreement, including Exhibits E, F, and G; (Second) the Proposal; (Third) the Price

Pages; (Fourth) the RFP; and (Fifth) the Vehicle Fleet Listing. In the event of any conflict between the terms and conditions contained in any of the contract documents, the conflict shall be resolved by application of this order of precedence.

1.4 This Contract may be modified or amended only by a writing signed by both Parties. All amendments to this Services Agreement must be approved by the governing board of TCRTA in order to become effective. Written amendments signed by both Parties will take precedence over the documents listed above.

2. THE TERM

2.1 The term of this Contract is for a period of five (5) years commencing on July 1, 2022, and ending on June 30, 2027, unless the term is extended or earlier terminated as provided for herein.

2.2 Upon mutual agreement of the Parties, the term of this Contract may be extended for three (3) additional periods of one (1) year each (from July 1, 2027 through June 30, 2028; from July 1, 2028 through June 30, 2029; and from July 1, 2029 through June 30, 2030).

3. COMPENSATION AND METHOD OF PAYMENT

3.1 The total value of this Contract is \$76,771,955. TCRTA shall pay Transdev the prices and rates for the various services performed in accordance with the Price Pages found in Exhibit C.

3.2 Progress Payments. TCRTA shall pay Transdev by bi-monthly progress payments on the first and fifteenth days of each month (or as near thereto as possible in the event such days fall on a weekend or holiday) calculated at follows: Each bi-monthly payment will amount to 2.08% of the total annual contract value (fifty percent (50%) of the annual contract amount divided by twenty-four (24) payments). Each bi-monthly payment shall compensate Transdev for its fixed costs and expected "Revenue Hours" (defined below) for the month based on the Price Pages (Exhibit C). A "true-up" comparing expected Revenue Hours and actual Revenue Hours performed during the previous month shall occur at the end of each month and a reconciliation payment shall be made to Transdev for any remaining amounts due, made no more than fourteen (14) calendar days after the last day of each month.

3.3 Revenue Hours. For purposes of this Contract, Revenue Hours shall be defined as follows:

For ADA Complementary Paratransit Service: All travel and waiting time from the point of the first passenger pickup to the last passenger drop off (regardless of whether the passenger is a no-show), but excluding deadhead time (i.e., travel time from the yard to the first pickup and travel time from the last drop off to the yard).

For Commuter and Fixed Route Service: All travel and waiting time from the first stop to the last stop, including delays beyond the Contractor's control, such as excessive traffic, weather, and vehicular incidents/and accidents not involving the Contractor, but excluding deadhead time (i.e., travel time from the yard to the first stop and travel time from the last stop to the yard).

For On-Demand Service: All travel and waiting time from departure of the yard to return to the yard (Gate to Gate).

3.4 Annual Rate Negotiations. The Contractor and TCRTA will meet in the last three (3) months of each contract year to review service levels and data and negotiate the rates for the following contract year. At any point in the Contract term, the Parties may mutually agree to establish rates for a multi-year period of the Contract term.

4. VEHICLES

4.1 TCRTA Vehicle Fleet. In accordance with the RFP and the Proposal, TCRTA shall provide to Transdev and Transdev shall utilize TCRTA's vehicle fleet described in Exhibit D to provide services hereunder, together with such additional and replacement vehicles as TCRTA may provide during the term of this Contract.

4.2 Major Component Replacements. TCRTA shall reimburse Transdev for the actual costs of replacement of engines, transmissions, and differential overhauls of said fleet vehicles. Transdev shall ensure that engine and transmission replacements and differential overhauls are performed by factory-authorized repair shop, approved by TCRTA in advance of any such work, and that only OEM parts are used, and OEM minimum overhauls standards are adhered to. TCRTA shall not be responsible for the cost of such work if TCRTA determines, after consultation with Transdev, that such work resulted from poor maintenance performance, failure to monitor overhaul criteria, neglect, or abuse by Transdev. At the time of performing any engine or transmission replacement or differential overhaul, Transdev shall replace and be responsible for the cost of all ancillary parts, including all cooling hoses, engine and transmission mounts, drive belts, and the cost of rebuild or replacement of the radiator.

4.3 Parts costing over Five Hundred Dollars (\$500). TCRTA shall reimburse Transdev for the actual cost of all parts for said fleet vehicles costing over \$500. Transdev will, with its invoice, submit a monthly report showing each part purchased the previous month exceeding \$500 in individual cost. Transdev will include the total cost of all parts exceeding \$500 dollars purchased the previous month as a separate line item on the second bi-monthly invoice.

4.4 Vehicle Fleet Transition Inspection. TCRTA will, prior to the commencement of this Contract, hire a third-party inspector to inspect the vehicle fleet. The inspection will identify all maintenance defects and instances of deferred maintenance that were not performed by the previous contractor or other entity responsible for maintaining the vehicles. Upon receipt of the inspection reports, Transdev will promptly endeavor to make all identified repairs and perform all deferred maintenance using its own employees or using the services of third-party maintenance vendors and/or technicians. Transdev shall be paid an hourly labor rate of \$85.00 per hour for such services performed by Transdev employees. TCRTA will reimburse Transdev on a pass-through basis for the cost of all parts purchased to complete any such repairs and deferred maintenance and for the actual cost, including all taxes and fees, of using third-party vendors and technicians to complete any such repairs and deferred maintenance. Transdev will include the cost for all such parts and labor and third-party vendor/technician costs as a separate line item on each second bi-monthly invoice, with supporting work orders and invoices for all work performed, until all such repairs and maintenance have been completed.

5. CHANGES

5.1 Changes within the General Scope. TCRTA may, at any time, by written order make changes in the work within the general scope of the Contract, including changes: (1) in the method of performance of the work; or (2) in the TCRTA-furnished property or services under the Contract. If any such change would cause an increase in Transdev's cost of, or the time required for, the performance of any part of the work under this Contract, then TCRTA shall make an equitable adjustment in the compensation to be paid to Transdev and/or in the time allowed hereunder for Transdev's performance of the affected work and amend the Contract in writing accordingly. Transdev must assert its right to such an equitable adjustment within sixty (60) days after receipt of a written change order by submitting to TCRTA a written statement describing the general nature and amount of the proposed equitable adjustments, unless this period is extended by TCRTA.

5.2 Service Changes. The Parties acknowledge and agree that as TCRTA is a newly-created agency that was created to empower eight (8) member agencies with full power and authority to own, operate, and administer a combined and coherent public transportation system. As such, the actual Revenue Hours and miles that the system will operate for each of the transit services at the start of the Contract, based on historical operational data, is difficult to ascertain. The Parties agree to review the actual Revenue Hours and miles operated by each of the transit services during the first six (6) months of the Contract Term. In the event actual number of Revenue Hours and/or miles operated by any of the transit services deviate by ten percent (10%) or more from the anticipated Revenue Hours and/or miles upon which Transdev's pricing was based, prorated for the first six (6) months of the Contract Term, then a new baseline for Revenue Hours and/or miles ("New Baselines") will be established and TCRTA shall make an equitable adjustment to the compensation to be paid to Transdev and/or in the time allowed hereunder for Transdev's performance of the affected work and amend the Contract in writing accordingly. Thereafter, TCRTA may request changes to any of the transit services by providing Transdev at least sixty (60) days advance written notice. If at any time, the cumulative anticipated effect of such changes would result in a decrease of fifteen percent (15%) or more from the New Baselines, TCRTA shall make an equitable adjustment to the compensation to be paid to Transdev and/or in the time allowed hereunder for Transdev's performance of the affected work and amend the Contract in writing accordingly, with the new rates to be applied upon implementation of the change in service.

5.3 Vehicle Replacement. TCRTA acknowledges and agrees that it is in the process of developing a vehicle replacement schedule and that Transdev has relied on this representation in preparing its pricing. If after the first twenty-four (24) months of the Contract Term TCRTA has not purchased and replaced a minimum of twenty percent (20%) of the vehicles assigned to the Central Yard at the start of the Contract, as identified in Exhibit D, then Transdev shall provide new pricing to account for the continued maintenance of an aging fleet and TCRTA shall make an equitable adjustment to the compensation to be paid to Transdev and amend the Contract in writing accordingly.

5.4 Changes in Laws. In the event any Federal, State, or Local law, rule, regulation or ordinance becomes operative or in effect during the term of this Contract that has the effect of increasing Transdev's cost of performance of the Contract, to include, but not limited to, laws, rules, regulations, or ordinances pertaining to environmental protection or climate change, such as carbon credits, or new taxes imposed based on energy consumption, changes in the Americans with Disabilities Act, or government-mandated

increases to employee wages and/or benefits, to include health care benefits, TCRTA and Transdev shall meet to determine the financial impact of any such change and TCRTA shall make an equitable adjustment to the compensation to be paid to Transdev and/or in the time allowed hereunder for Transdev's performance of the affected work and amend the Contract in writing.

6. DEDUCTIONS AND INCENTIVES

The RFP calls for TCRTA to impose certain deductions to the compensation to be paid to Transdev for substandard performance provided hereunder and to pay incentives to Transdev for meeting or exceeding certain performance metrics. In light of the facts that Transdev and TCRTA both are new to providing comprehensive Transit Operations Services to TCRTA's member agencies and that certain adjustments to the services, performance measures, and metrics may be necessary after some experience hereunder, the Parties agree that no deductions (liquidated damages) will be assessed against Transdev for substandard performance hereunder for the first six (6) months of the Contract Term, the "LD Grace Period." During the LD Grace Period the Parties will monitor Transdev's performance and meet to discuss and negotiate in good faith any necessary adjustments in the types and amounts of deductions (liquidated damages) that TCRTA may assess during the remainder of the Contract Term, and the Contract shall be amended to reflect any such agreed upon changes to the deductions (liquidated damages). Similarly, no incentives will be awarded during this time frame as well. Actual targets for both deductions (liquidated damages) and incentives will be established after the LD Grace Period and added to the Contract through written Contract amendment going forward.

7. DISPUTES

Any dispute between TCRTA and Transdev arising during the Term of this Contract shall be resolved in accordance with this Section. The Parties shall first attempt to resolve the dispute informally in meetings or communications between Transdev and TCRTA's Executive Director, or his/her designee. If the dispute remains unresolved for a period exceeding thirty (30) calendar days after the first meeting or first communication providing notice of the dispute, Transdev may request a written decision from TCRTA's Executive Director. Upon such request, TCRTA's Executive Director shall render a written decision within ten (10) calendar days of Transdev's request. In the event of an adverse decision, Transdev may appeal to the TCRTA Board of Directors which shall consider the matter within thirty (30) calendar days of the Executive Director's decision. In connection with any such appeal, Transdev shall be afforded the opportunity to be heard and offer evidence in its behalf. The Board shall render its final decision within ten (10) calendar days of Transdev's appeal hearing. Thereafter, in the event of an adverse decision, the Parties may agree to mediation and possible litigation in accordance with Section 5, Paragraph 16 of the RFP, or in the alternative, in Transdev's sole discretion, Transdev may terminate the Contract for matters of convenience, without penalty, upon one hundred and twenty (120) days advance written notice. Transdev shall at all times proceed diligently with performance in accordance with the Contract pending final resolution of a dispute under this Section.

8. INDEMNIFICATION

8.1 TCRTA warrants that to the best of its knowledge all Transit Centers and facilities provided by TCRTA and that Transdev will use and occupy in performance of the Contract have been maintained in accordance with all applicable laws, ordinances, and regulations of Federal, State, and Local governments

and agencies, to include, but not limited to, all applicable environmental laws, ordinances, and regulations. Transdev, at Transdev's sole discretion, may within the first one hundred and eighty (180) days of the term of this Contract perform a Phase I and/or Phase II environmental assessment, or any other environmental testing it deems necessary, at Transdev's sole cost and expense to determine the environmental condition and the presence of any preexisting environmental conditions on or below any of the Transit Centers and/or any facilities from which it will operate in performance of the Contract, which preexisting conditions, if any, are collectively referred to as the "Preexisting Environmental Conditions."

8.2 TCRTA warrants that all vehicles provided by TCRTA for Transdev's and its subcontractor's use in performance of this Contract comply with all applicable laws, ordinances, standards, and regulations of Federal, State, and/or Local governments and agencies, to include, but not limited to all applicable laws, ordinances, and regulations issued by the California Air Resources Board and the California Highway Patrol. The Parties acknowledge and agree that Transdev has not had the opportunity to thoroughly inspect the vehicle fleet prior to the start of the Contract. As such, during the first one hundred and eighty (180) days of the Term of the Contract, Transdev shall conduct a thorough inspection of the vehicle fleet to determine the operability of the vehicles and compliance with all applicable laws, ordinances, standards, and regulations, collectively referred to as the presence of any "Preexisting Vehicle Compliance Condition."

8.3 Excluding any (i) Preexisting Environmental Conditions on or below any of the Transit Centers or any facility provided by TCRTA that Transdev will use and occupy in performance of this Contract; (ii) any Preexisting Vehicle Compliance Condition, and (iii) any and all claims, suits, damages, costs and expenses pertaining to or arising from the Transdev's operation of any vehicle covered under the California Transit Indemnity Pool (CalTip), or (iv) any damages arising out of any claim, suit or action at law arising from any negligent or willful act or omission of TCRTA, its board members, officers, agents, servants, or employees, Transdev agrees to indemnify, defend, and hold harmless TCRTA, its board members, officers, agents, servants and employees from and against any and all liability, costs and expenses, including court costs and reasonable attorney's fees ("Damages") arising out of any claim, suit or action at law, which may be brought against TCRTA and/or any or all of the aforementioned on account of any loss to property or injury to any person or persons (including death) to the extent such Damages result from the negligent or willful acts or omissions of the Contractor, or its subcontractors, and its officers, agents, servants or employees in the performance of this Contract. Notwithstanding the foregoing, in no event shall Transdev be liable to TCRTA for damages for loss of revenue, cost of money or capital, or loss of goodwill. TCRTA will provide Transdev prompt written notice within thirty (30) days of obtaining knowledge of a claim subject to this indemnification and make available all information and assistance that Transdev may reasonably request to defend any such claim, and Transdev shall promptly accept tender of defense any such claim.

8.4 TCRTA agrees to indemnify, defend, and hold harmless Transdev, its board members, officers, agents, servants and employees from and against any and all liability, costs and expenses, including court costs and reasonable attorney's fees ("Damages") arising out of any claim, suit or action at law, which may be brought against Transdev and/or any or all of the aforementioned on account of (i) any Preexisting Environmental Conditions on or below any Transit Center or any facility provided by TCRTA that Transdev will use and occupy in performance of this Contract, or which may later exist on or below any

such premises that was not caused by Transdev, (ii) any Preexisting Vehicle Compliance Condition, (iii) and claims, suits, damages, costs or expenses pertaining to or arising from the operation of any vehicle covered under the California Transit Indemnity Pool (CalTip), or (iv) any Damages arising out of any claim, suit or action at law arising from any negligent or willful act or omission of TCRTA, its board members, officers, agents, servants, or employees. Transdev will provide TCRTA prompt written notice within thirty (30) days of obtaining knowledge of a claim subject to this indemnification and make available all information and assistance that TCRTA may reasonably request to defend any such claim, and TCRTA shall promptly accept tender of defense of any such claim.

8.5 California Transit Indemnity Pool (CalTip). At the start of the Contract, the vehicles identified as the "Porterville" vehicles in Exhibit D are covered under CalTip. During the procurement process, TCRTA indicated in the RFP that it is considering membership in CalTip for liability, vehicle physical damage, and risk control services for the remainder of the vehicle fleet. TCRTA requested that Proposers provide optional pricing should TCRTA elect membership in CalTip. In the event TCRTA joins CalTip at any time during this Contract, the Parties agree that the Contract will be amended to include any optional pricing provided by Transdev, or if no optional pricing was previously provided, Transdev will provide such optional pricing and the Contract will be amended accordingly.

9. FORCE MAJEURE

TCRTA agrees that Transdev shall not be responsible for any delay or failure to perform its obligations under this Contract in the event such nonperformance is due to any force majeure events, including but not limited to, acts of God, war, fire, explosion, epidemics and pandemics, adverse weather conditions, strikes, lockouts, and labor disputes, civil commotions, riots, national emergencies, terrorist acts, failures or interruptions of utilities and/or telecommunications equipment, acts of the government or any government agency, or any other cause beyond Transdev's reasonable control.

10. GENERAL CONTRACTUAL PROVISIONS

The "General Contractual Provisions" shown in the attached Exhibit E are hereby incorporated into and are a part of this Services Agreement.

11. SPECIAL COVID-19 SERVICE REQUIREMENTS

The "Special COVID-19 Service Requirements" shown in the attached Exhibit F are hereby incorporated into and are a part of this Services Agreement.

12. FEDERAL CONTRACT CLAUSES

The "Federal Contract Clauses" shown in the attached Exhibit G are hereby incorporated into and are a part of this Services Agreement.

13. COUNTERPARTS

The Parties may sign this Services Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Services Agreement delivered by facsimile, email, or other means of electronic transmission shall be

deemed to have the same legal effect as delivery of a signed original or signed copy of this Services Agreement.

14. MANUAL OR ELECTRONIC SIGNATURES

The Parties may sign this Services Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Services Agreement and to have the same force and effect as a manual signature. For purposes of this Services Agreement, the term “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with this Services Agreement and executed and adopted by a Party with the intent to sign this Services Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by its duly authorized officer, as of the day and the year first written above, or in the event no such date is provided, on the date of the final signature hereto.

Tulare County Regional Transit Agency

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Transdev Services, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

[Pursuant to California Corporations Code section 313, TCRTA policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract.]

Attached Exhibits:

Exhibit A = RFP

Exhibit B = Transdev Proposal

Exhibit C = Transdev Price Pages

Exhibit D = TCRTA Vehicle Fleet List

Exhibit E = General Contractual Provisions

Exhibit F = Special COVID-19 Service Requirements

Exhibit G = Federal Contract Clauses

jlk/5-23-22/TCRTA-General/1789594

Routes, ADA Paratransit

Cost Elements	Base Years					Optional Years		
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Driver Wages	\$ 5,269,922.91	\$ 5,578,335.70	\$ 5,854,182.35	\$ 6,139,178.82	\$ 6,440,474.37	\$ 6,758,584.16	\$ 7,088,461.28	\$ 7,436,370.36
Payroll Taxes	\$ 406,977.75	\$ 414,039.00	\$ 430,214.97	\$ 446,386.12	\$ 522,721.10	\$ 604,448.72	\$ 691,403.48	\$ 784,328.45
Worker's Comp	\$ 175,309.68	\$ 182,028.60	\$ 188,347.84	\$ 194,876.92	\$ 201,664.74	\$ 208,716.02	\$ 216,009.99	\$ 223,587.27
Sick/Vacation/Holiday	\$ 272,149.95	\$ 297,531.95	\$ 314,384.45	\$ 332,377.59	\$ 347,989.77	\$ 364,250.87	\$ 380,820.37	\$ 398,160.33
Health Insurance	\$ 292,460.91	\$ 312,236.37	\$ 333,350.29	\$ 355,911.00	\$ 380,069.15	\$ 405,876.61	\$ 433,487.71	\$ 463,001.39
Uniforms	\$ 31,787.25	\$ 32,740.87	\$ 33,723.09	\$ 34,734.79	\$ 35,776.83	\$ 36,850.13	\$ 37,955.64	\$ 39,094.31
Training	\$ 82,275.12	\$ 89,213.02	\$ 93,050.84	\$ 96,890.78	\$ 100,628.72	\$ 104,520.74	\$ 108,492.31	\$ 112,651.29
Drug Testing and Physicals	\$ 11,112.45	\$ 11,445.82	\$ 11,789.20	\$ 12,142.87	\$ 12,507.16	\$ 12,882.38	\$ 13,268.85	\$ 13,666.91
Total Cost	\$ 6,541,996.01	\$ 6,917,571.33	\$ 7,259,043.03	\$ 7,612,498.89	\$ 8,041,831.84	\$ 8,496,129.63	\$ 8,969,899.63	\$ 9,470,860.32
Overhead	\$ 160,415.39	\$ 170,915.71	\$ 178,599.36	\$ 185,695.66	\$ 195,424.76	\$ 203,999.78	\$ 214,009.36	\$ 223,728.19
Profit	\$ 128,332.31	\$ 136,732.57	\$ 142,879.49	\$ 148,556.52	\$ 156,339.80	\$ 163,199.82	\$ 171,207.49	\$ 178,982.55
Total	\$ 6,830,743.71	\$ 7,225,219.61	\$ 7,580,521.87	\$ 7,946,751.07	\$ 8,393,596.40	\$ 8,863,329.23	\$ 9,355,116.48	\$ 9,873,571.07
Total Estimated Rev Hours	117,505	117,505	117,505	117,505	117,505	117,505	117,505	117,505
Cost per Rev Hour	\$ 58.13	\$ 61.49	\$ 64.51	\$ 67.63	\$ 71.43	\$ 75.43	\$ 79.61	\$ 84.03

LOOP Bus Service

Cost Elements	Base Years					Optional Years		
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Driver Wages	\$ 73,059.83	\$ 79,203.95	\$ 82,338.03	\$ 85,386.99	\$ 88,787.64	\$ 92,323.88	\$ 96,002.82	\$ 99,857.93
Payroll Taxes	\$ 8,586.54	\$ 8,428.83	\$ 8,735.36	\$ 9,031.75	\$ 9,361.40	\$ 9,704.17	\$ 10,060.81	\$ 10,435.16
Worker's Comp	\$ 5,745.23	\$ 5,969.69	\$ 6,179.21	\$ 6,388.84	\$ 6,611.87	\$ 6,843.76	\$ 7,085.06	\$ 7,338.43
Sick/Vacation/Holiday	\$ 14,489.17	\$ 15,714.37	\$ 16,339.34	\$ 16,947.34	\$ 17,625.47	\$ 18,330.63	\$ 19,064.25	\$ 19,833.00
Health Insurance	\$ 10,853.11	\$ 11,603.77	\$ 12,412.26	\$ 13,263.66	\$ 14,181.61	\$ 15,163.48	\$ 16,213.99	\$ 17,342.10
Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ 4,569.00	\$ 5,004.00	\$ 5,221.50	\$ 5,439.00	\$ 5,652.60	\$ 5,874.74	\$ 6,105.77	\$ 6,346.04
Drug Testing and Physicals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost	\$ 117,302.89	\$ 125,924.62	\$ 131,225.70	\$ 136,457.58	\$ 142,220.59	\$ 148,240.66	\$ 154,532.71	\$ 161,152.66
Overhead	\$ 6,173.84	\$ 6,627.61	\$ 6,906.62	\$ 7,181.98	\$ 7,485.29	\$ 7,802.14	\$ 8,133.30	\$ 8,481.72
Profit	\$ 4,887.62	\$ 5,246.86	\$ 5,467.74	\$ 5,685.73	\$ 5,925.86	\$ 6,176.69	\$ 6,438.86	\$ 6,714.69
Total	\$ 128,364.34	\$ 137,799.09	\$ 143,600.05	\$ 149,325.29	\$ 155,631.74	\$ 162,219.50	\$ 169,104.87	\$ 176,349.08
Total Estimated Rev Hours	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400
Cost per Rev Hour	\$ 53.49	\$ 57.42	\$ 59.83	\$ 62.22	\$ 64.85	\$ 67.59	\$ 70.46	\$ 73.48

On Demand (Optional Additional On Demand Services Following 7/1/22 Start)

Cost Elements	Base Years					Optional Years		
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Driver Wages	\$ 395,225.03	\$ 446,343.55	\$ 475,189.99	\$ 517,302.90	\$ 537,702.69	\$ 574,203.65	\$ 587,170.57	\$ 627,125.64
Payroll Taxes	\$ 56,077.95	\$ 58,362.51	\$ 61,650.34	\$ 66,860.26	\$ 70,859.07	\$ 81,727.79	\$ 80,610.00	\$ 87,540.78
Worker's Comp	\$ 34,785.54	\$ 36,341.31	\$ 37,667.97	\$ 39,220.09	\$ 40,565.70	\$ 42,267.33	\$ 43,518.64	\$ 45,259.02
Sick/Vacation/Holiday	\$ 32,596.86	\$ 43,732.24	\$ 44,841.82	\$ 52,804.68	\$ 54,212.97	\$ 68,402.22	\$ 62,809.76	\$ 70,588.98
Health Insurance	\$ 91,050.50	\$ 96,953.78	\$ 103,117.03	\$ 109,786.42	\$ 116,781.19	\$ 129,123.46	\$ 126,653.20	\$ 135,297.56
Uniforms	\$ 3,361.05	\$ 3,461.88	\$ 3,565.74	\$ 3,672.71	\$ 3,782.89	\$ 4,250.59	\$ 4,013.27	\$ 4,133.67
Training	\$ 16,623.80	\$ 18,389.55	\$ 19,333.79	\$ 20,454.07	\$ 21,239.10	\$ 22,359.64	\$ 22,987.07	\$ 24,105.46
Drug Testing and Physicals	\$ 9,641.25	\$ 10,100.05	\$ 10,396.27	\$ 10,812.93	\$ 11,079.46	\$ 11,842.91	\$ 11,684.80	\$ 12,119.98
Total Cost	\$ 639,361.99	\$ 713,684.87	\$ 755,762.95	\$ 820,914.06	\$ 856,223.06	\$ 934,177.59	\$ 939,447.31	\$ 1,006,171.09
Overhead	\$ 8,175.98	\$ 9,126.40	\$ 9,664.49	\$ 10,497.62	\$ 10,949.14	\$ 11,946.00	\$ 12,013.39	\$ 12,866.64
Profit	\$ 6,540.79	\$ 7,301.12	\$ 7,731.59	\$ 8,398.10	\$ 8,759.32	\$ 9,556.80	\$ 9,610.71	\$ 10,293.31
Total	\$ 654,078.76	\$ 730,112.40	\$ 773,159.03	\$ 839,809.78	\$ 875,931.52	\$ 955,680.40	\$ 961,071.42	\$ 1,029,331.04
Total Estimated Rev Hours	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Cost per Rev Hour	\$ 43.61	\$ 48.67	\$ 51.54	\$ 55.99	\$ 58.40	\$ 63.71	\$ 64.07	\$ 68.62

Fixed Operational Costs

	Base Years					Optional Years		
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
GM								
Wages	\$ 125,046.46	\$ 130,071.63	\$ 135,205.25	\$ 140,526.42	\$ 146,126.88	\$ 151,898.84	\$ 157,936.36	\$ 164,190.34
Payroll Taxes	\$ 11,772.00	\$ 11,834.64	\$ 12,292.91	\$ 12,770.27	\$ 13,266.72	\$ 13,782.27	\$ 14,318.82	\$ 14,876.38
Workers Comp	\$ 3,073.32	\$ 3,166.85	\$ 3,263.29	\$ 3,362.72	\$ 3,465.25	\$ 3,570.96	\$ 3,679.97	\$ 3,792.39
Sick/Vacation/Holiday	\$ 14,884.62	\$ 15,480.00	\$ 16,099.20	\$ 16,744.20	\$ 17,415.00	\$ 18,111.60	\$ 18,836.58	\$ 19,589.94
Health Insurance	\$ 16,048.08	\$ 17,065.67	\$ 18,151.47	\$ 19,310.15	\$ 20,546.73	\$ 21,866.56	\$ 23,275.39	\$ 24,779.33
Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Drug testing and physicals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Incentives	\$ 13,386.43	\$ 13,908.02	\$ 14,450.06	\$ 15,014.19	\$ 15,600.44	\$ 16,208.85	\$ 16,841.55	\$ 17,498.57
AGM								
Wages	\$ 91,098.37	\$ 94,742.74	\$ 98,505.08	\$ 102,404.22	\$ 106,488.60	\$ 110,720.40	\$ 115,137.16	\$ 119,713.78
Payroll Taxes	\$ 8,406.00	\$ 8,334.00	\$ 8,652.24	\$ 8,983.21	\$ 9,326.91	\$ 9,684.93	\$ 10,057.27	\$ 10,443.93
Workers Comp	\$ 3,067.92	\$ 3,161.07	\$ 3,257.09	\$ 3,356.08	\$ 3,458.13	\$ 3,563.34	\$ 3,671.81	\$ 3,783.64
Sick/Vacation/Holiday	\$ 12,403.85	\$ 12,900.00	\$ 13,416.00	\$ 13,952.64	\$ 14,509.92	\$ 15,090.42	\$ 15,694.14	\$ 16,321.08
Health Insurance	\$ 16,027.62	\$ 17,044.60	\$ 18,129.77	\$ 19,287.80	\$ 20,523.70	\$ 21,842.85	\$ 23,250.96	\$ 24,754.17
Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Drug testing and physicals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Incentives	\$ 2,745.00	\$ 2,827.35	\$ 2,912.17	\$ 2,999.54	\$ 3,089.52	\$ 3,182.21	\$ 3,277.67	\$ 3,376.00
S&TM								
Wages	\$ 86,524.00	\$ 89,985.37	\$ 93,558.93	\$ 97,269.80	\$ 101,163.70	\$ 105,187.73	\$ 109,377.34	\$ 113,727.03
Payroll Taxes	\$ 8,023.50	\$ 7,936.20	\$ 8,238.53	\$ 8,553.59	\$ 8,881.37	\$ 9,221.89	\$ 9,575.14	\$ 9,942.70
Workers Comp	\$ 3,066.57	\$ 3,159.62	\$ 3,255.54	\$ 3,354.42	\$ 3,456.36	\$ 3,561.44	\$ 3,669.77	\$ 3,781.46
Sick/Vacation/Holiday	\$ 11,783.65	\$ 12,255.00	\$ 12,745.20	\$ 13,256.04	\$ 13,787.52	\$ 14,339.64	\$ 14,912.40	\$ 15,508.38
Health Insurance	\$ 16,027.62	\$ 17,044.60	\$ 18,129.77	\$ 19,287.80	\$ 20,523.70	\$ 21,842.85	\$ 23,250.96	\$ 24,754.17
Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Drug testing and physicals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Incentives	\$ 2,745.00	\$ 2,827.35	\$ 2,912.17	\$ 2,999.54	\$ 3,089.52	\$ 3,182.21	\$ 3,277.67	\$ 3,376.00
Road Sup (#)	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
Wages	\$ 305,885.89	\$ 328,956.16	\$ 345,057.31	\$ 360,582.62	\$ 374,938.41	\$ 389,736.09	\$ 405,229.83	\$ 421,308.43
Payroll Taxes	\$ 28,625.39	\$ 28,188.67	\$ 29,482.98	\$ 30,733.95	\$ 31,868.61	\$ 33,048.88	\$ 34,277.05	\$ 35,556.53
Workers Comp	\$ 18,895.52	\$ 19,469.13	\$ 20,058.05	\$ 20,664.61	\$ 21,289.06	\$ 21,932.56	\$ 22,595.71	\$ 23,279.14
Sick/Vacation/Holiday	\$ 28,246.44	\$ 30,334.36	\$ 31,825.44	\$ 33,274.46	\$ 34,603.19	\$ 35,985.17	\$ 37,422.87	\$ 38,921.03
Health Insurance	\$ 43,928.16	\$ 46,957.33	\$ 50,197.57	\$ 53,663.60	\$ 57,371.22	\$ 61,337.31	\$ 65,579.94	\$ 70,118.43
Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Drug testing and physicals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Incentives	\$ 4,494.62	\$ 4,302.46	\$ 4,413.54	\$ 4,527.94	\$ 5,127.63	\$ 5,769.31	\$ 6,455.39	\$ 7,188.40
Dispatcher (#)	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00
Wages	\$ 362,802.22	\$ 391,687.44	\$ 406,345.40	\$ 420,951.38	\$ 437,747.26	\$ 455,139.92	\$ 473,218.65	\$ 491,970.55
Payroll Taxes	\$ 34,750.16	\$ 34,498.92	\$ 35,696.30	\$ 36,893.67	\$ 38,258.68	\$ 39,683.56	\$ 41,156.34	\$ 42,688.98
Workers Comp	\$ 21,610.27	\$ 22,267.29	\$ 22,939.79	\$ 23,632.60	\$ 24,347.00	\$ 25,083.24	\$ 25,841.94	\$ 26,623.85
Sick/Vacation/Holiday	\$ 41,013.00	\$ 44,361.00	\$ 46,035.00	\$ 47,709.00	\$ 49,617.36	\$ 51,609.42	\$ 53,668.44	\$ 55,811.16
Health Insurance	\$ 38,919.18	\$ 41,574.20	\$ 44,413.61	\$ 47,450.27	\$ 50,697.98	\$ 54,171.45	\$ 57,886.46	\$ 61,859.88
Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Drug testing and physicals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Incentives	\$ 13,624.22	\$ 13,639.82	\$ 13,655.89	\$ 13,672.44	\$ 13,990.64	\$ 14,333.39	\$ 14,702.14	\$ 15,098.42
CS Agents (#)	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00
Wages	\$ 385,530.05	\$ 401,089.09	\$ 417,007.69	\$ 433,356.94	\$ 450,640.93	\$ 468,459.96	\$ 487,087.25	\$ 506,340.71
Payroll Taxes	\$ 36,153.50	\$ 34,333.72	\$ 35,592.68	\$ 36,892.69	\$ 38,247.44	\$ 39,656.92	\$ 41,121.15	\$ 42,640.11
Workers Comp	\$ 25,430.55	\$ 26,197.84	\$ 26,988.49	\$ 27,803.16	\$ 28,642.64	\$ 29,507.68	\$ 30,399.08	\$ 31,317.65
Sick/Vacation/Holiday	\$ 32,266.67	\$ 33,557.33	\$ 34,906.67	\$ 36,300.00	\$ 37,752.00	\$ 39,262.67	\$ 40,832.00	\$ 42,460.00
Health Insurance	\$ 47,458.14	\$ 50,753.11	\$ 54,278.36	\$ 58,049.99	\$ 62,085.23	\$ 66,402.54	\$ 71,021.65	\$ 75,963.68
Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Drug testing and physicals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Incentives	\$ 1,664.00	\$ 1,713.92	\$ 1,765.34	\$ 1,818.30	\$ 2,836.54	\$ 3,933.34	\$ 5,113.34	\$ 6,381.45
Trainer (#)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Workers Comp	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sick/Vacation/Holiday	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Drug testing and physicals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Incentives	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other								
Other Admin Staff	\$ 698,967.99	\$ 754,954.52	\$ 790,265.87	\$ 826,143.97	\$ 859,296.41	\$ 893,637.23	\$ 929,259.95	\$ 966,397.96
Other Admin Staff Fringe	\$ 315,806.91	\$ 329,487.17	\$ 345,823.44	\$ 362,879.38	\$ 380,588.63	\$ 399,247.11	\$ 418,909.98	\$ 439,676.86
Insurance								
GL	\$ 64,416.15	\$ 68,616.29	\$ 71,689.74	\$ 74,528.26	\$ 78,419.90	\$ 81,849.91	\$ 85,853.74	\$ 89,741.28
Automobile Liability	\$ 239,076.65	\$ 244,271.49	\$ 255,957.25	\$ 268,355.93	\$ 281,295.52	\$ 294,864.53	\$ 309,102.95	\$ 324,189.54
Employee Dishonesty	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Client Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Computer Fraud	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inside & outside premises	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
depositors forgery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
performance bond	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00
covid 19 expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
office supplies	\$ 36,855.11	\$ 37,960.77	\$ 39,099.59	\$ 40,272.58	\$ 41,480.76	\$ 42,725.18	\$ 44,006.93	\$ 45,327.14
other equip - business								
computers/supplies	\$ 38,493.63	\$ 38,493.63	\$ 38,493.63	\$ 10,850.00	\$ 38,493.63	\$ 27,643.63	\$ 27,643.63	\$ -
cad software								
cad software licensing	\$ 128,520.00	\$ 257,040.00	\$ 257,040.00	\$ 257,040.00	\$ 257,040.00	\$ 257,040.00	\$ 257,040.00	\$ 257,040.00
mobile data terminal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
mounting hardware	\$ 3,701.44	\$ 3,701.44	\$ 3,701.44	\$ -	\$ 3,701.44	\$ 3,701.44	\$ 3,701.44	\$ -
avl software								
avl software licensing	\$ 49,627.60	\$ 52,039.54	\$ 54,572.08	\$ 55,842.44	\$ 58,634.56	\$ 60,393.60	\$ 62,205.41	\$ 64,071.57
avl hardware	\$ 7,407.66	\$ 7,407.66	\$ 7,407.66	\$ -	\$ 7,407.66	\$ 7,407.66	\$ 7,407.66	\$ -
crm software								
software licensing	\$ 8,500.00	\$ 8,755.00	\$ 9,017.65	\$ 9,288.18	\$ 9,566.82	\$ 9,853.83	\$ 10,149.44	\$ 10,453.93
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shop Equipment	\$ 47,877.43	\$ 47,877.43	\$ 47,877.43	\$ 41,338.50	\$ 47,877.43	\$ 6,538.93	\$ 6,538.93	\$ -
Safety Equipment	\$ 35,316.75	\$ 35,316.75	\$ 35,316.75	\$ 19,855.50	\$ 19,855.50	\$ -	\$ -	\$ -
Support Vehicles	\$ 155,106.81	\$ 157,057.26	\$ 159,066.22	\$ 161,135.45	\$ 163,266.75	\$ 165,462.00	\$ 167,723.10	\$ 170,052.04
Telephone/Internet	\$ 58,103.13	\$ 59,846.22	\$ 61,641.61	\$ 63,490.85	\$ 65,395.58	\$ 67,357.45	\$ 69,378.17	\$ 71,459.51
Advertising/Promotion/Admin	\$ 67,007.64	\$ 69,017.87	\$ 71,088.41	\$ 73,221.06	\$ 75,417.69	\$ 77,680.22	\$ 80,010.63	\$ 82,410.95
startup costs	\$ 543,044.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overhead	\$ 320,830.77	\$ 341,831.43	\$ 357,198.71	\$ 371,391.31	\$ 390,849.51	\$ 407,999.56	\$ 428,018.72	\$ 447,456.38
profit	\$ 256,664.62	\$ 273,465.14	\$ 285,758.97	\$ 297,113.05	\$ 312,679.61	\$ 326,399.65	\$ 342,414.98	\$ 357,965.11
total fixed costs	\$ 4,453,458.27	\$ 4,808,516.11	\$ 4,998,601.19	\$ 5,127,906.70	\$ 5,379,799.20	\$ 5,515,464.32	\$ 5,736,765.87	\$ 5,919,729.96
fixed costs per month	\$ 371,121.52	\$ 400,709.68	\$ 416,550.10	\$ 427,325.56	\$ 448,316.60	\$ 459,622.03	\$ 478,063.82	\$ 493,310.83
Total startup reimbursable	\$ 543,044.84							

Bus Stop Cleaning

Cost Elements	Base Years					Optional Years		
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Utility #	2FT+2PT	2FT+2PT	2FT+2PT	2FT+2PT	2FT+2PT	2FT+2PT	2FT+2PT	2FT+2PT
Wages	\$ 109,200.00	\$ 114,660.00	\$ 120,393.00	\$ 126,412.65	\$ 132,733.28	\$ 139,369.95	\$ 146,338.44	\$ 153,655.37
Payroll Taxes	\$ 2,184.00	\$ 2,293.20	\$ 2,407.86	\$ 2,528.25	\$ 2,654.67	\$ 2,787.40	\$ 2,926.77	\$ 3,073.11
Workers Comp	\$ 5,460.00	\$ 5,733.00	\$ 6,019.65	\$ 6,320.63	\$ 6,636.66	\$ 6,968.50	\$ 7,316.92	\$ 7,682.77
Sick/Vacation/Holiday	\$ 9,828.00	\$ 10,319.40	\$ 10,835.37	\$ 11,377.14	\$ 11,946.00	\$ 12,543.30	\$ 13,170.46	\$ 13,828.98
Health Insurance	\$ 6,552.00	\$ 6,879.60	\$ 7,223.58	\$ 7,584.76	\$ 7,964.00	\$ 8,362.20	\$ 8,780.31	\$ 9,219.32
Uniforms	\$ 2,730.00	\$ 2,866.50	\$ 3,009.83	\$ 3,160.32	\$ 3,318.33	\$ 3,484.25	\$ 3,658.46	\$ 3,841.38
Training	\$ 2,730.00	\$ 2,866.50	\$ 3,009.83	\$ 3,160.32	\$ 3,318.33	\$ 3,484.25	\$ 3,658.46	\$ 3,841.38
Drug Testing and Physicals	\$ 1,092.00	\$ 1,146.60	\$ 1,203.93	\$ 1,264.13	\$ 1,327.33	\$ 1,393.70	\$ 1,463.38	\$ 1,536.55
Employee Incentives	\$ 6,552.00	\$ 6,879.60	\$ 7,223.58	\$ 7,584.76	\$ 7,964.00	\$ 8,362.20	\$ 8,780.31	\$ 9,219.32
bus stop cleaning supplies	\$ 55,400.00	\$ 58,170.00	\$ 61,078.50	\$ 64,132.43	\$ 67,339.05	\$ 70,706.00	\$ 74,241.30	\$ 77,953.36
Bus Stop & Shelter Installation Per Emplo	\$ 35.00	\$ 36.75	\$ 38.59	\$ 40.52	\$ 42.54	\$ 44.67	\$ 46.90	\$ 49.25
total fixed costs	\$ 201,728.00	\$ 211,814.40	\$ 222,405.12	\$ 233,525.38	\$ 245,201.64	\$ 257,461.73	\$ 270,334.81	\$ 283,851.55
fixed cost per month	\$ 16,810.67	\$ 17,651.20	\$ 18,533.76	\$ 19,460.45	\$ 20,433.47	\$ 21,455.14	\$ 22,527.90	\$ 23,654.30

Fleet Cleaning

Cost Elements	Base Years					Optional Years			
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	
Utility #	3	3	3	3	3	3	3	3	3
Wages	\$ 61,880.00	\$ 64,974.00	\$ 68,222.70	\$ 71,633.84	\$ 75,215.53	\$ 78,976.30	\$ 82,925.12	\$ 87,071.37	
Payroll Taxes	\$ 1,237.60	\$ 1,299.48	\$ 1,364.45	\$ 1,432.68	\$ 1,504.31	\$ 1,579.53	\$ 1,658.50	\$ 1,741.43	
Workers Comp	\$ 3,094.00	\$ 3,248.70	\$ 3,411.14	\$ 3,581.69	\$ 3,760.78	\$ 3,948.82	\$ 4,146.26	\$ 4,353.57	
Sick/Vacation/Holiday	\$ 5,569.20	\$ 5,847.66	\$ 6,140.04	\$ 6,447.05	\$ 6,769.40	\$ 7,107.87	\$ 7,463.26	\$ 7,836.42	
Health Insurance	\$ 3,712.80	\$ 3,898.44	\$ 4,093.36	\$ 4,298.03	\$ 4,512.93	\$ 4,738.58	\$ 4,975.51	\$ 5,224.28	
Uniforms	\$ 1,547.00	\$ 1,624.35	\$ 1,705.57	\$ 1,790.85	\$ 1,880.39	\$ 1,974.41	\$ 2,073.13	\$ 2,176.78	
Training	\$ 1,547.00	\$ 1,624.35	\$ 1,705.57	\$ 1,790.85	\$ 1,880.39	\$ 1,974.41	\$ 2,073.13	\$ 2,176.78	
Drug Testing and Physicals	\$ 618.80	\$ 649.74	\$ 682.23	\$ 716.34	\$ 752.16	\$ 789.76	\$ 829.25	\$ 870.71	
Employee Incentives	\$ 3,712.80	\$ 3,898.44	\$ 4,093.36	\$ 4,298.03	\$ 4,512.93	\$ 4,738.58	\$ 4,975.51	\$ 5,224.28	
fleet cleaning supplies	\$ 6,000.00	\$ 6,300.00	\$ 6,615.00	\$ 6,945.75	\$ 7,293.04	\$ 7,657.69	\$ 8,040.57	\$ 8,442.60	
total fixed costs	\$ 88,919.20	\$ 93,365.16	\$ 98,033.42	\$ 102,935.09	\$ 108,081.84	\$ 113,485.94	\$ 119,160.23	\$ 125,118.24	
fixed cost per month	\$ 7,409.93	\$ 7,780.43	\$ 8,169.45	\$ 8,577.92	\$ 9,006.82	\$ 9,457.16	\$ 9,930.02	\$ 10,426.52	

Transit Center Cleaning

Cost Elements	Base Years					Optional Years			
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	
Utility #	3	3	3	3	3	3	3	3	3
Wages	\$ 53,040.00	\$ 55,692.00	\$ 58,476.60	\$ 61,400.43	\$ 64,470.45	\$ 67,693.97	\$ 71,078.67	\$ 74,632.61	
Payroll Taxes	\$ 1,060.80	\$ 1,113.84	\$ 1,169.53	\$ 1,228.01	\$ 1,289.41	\$ 1,353.88	\$ 1,421.57	\$ 1,492.65	
Workers Comp	\$ 2,652.00	\$ 2,784.60	\$ 2,923.83	\$ 3,070.02	\$ 3,223.52	\$ 3,384.70	\$ 3,553.93	\$ 3,731.63	
Sick/Vacation/Holiday	\$ 4,773.60	\$ 5,012.28	\$ 5,262.89	\$ 5,526.04	\$ 5,802.34	\$ 6,092.46	\$ 6,397.08	\$ 6,716.93	
Health Insurance	\$ 3,182.40	\$ 3,341.52	\$ 3,508.60	\$ 3,684.03	\$ 3,868.23	\$ 4,061.64	\$ 4,264.72	\$ 4,477.96	
Uniforms	\$ 1,326.00	\$ 1,392.30	\$ 1,461.92	\$ 1,535.01	\$ 1,611.76	\$ 1,692.35	\$ 1,776.97	\$ 1,865.82	
Training	\$ 1,326.00	\$ 1,392.30	\$ 1,461.92	\$ 1,535.01	\$ 1,611.76	\$ 1,692.35	\$ 1,776.97	\$ 1,865.82	
Drug Testing and Physicals	\$ 530.40	\$ 556.92	\$ 584.77	\$ 614.00	\$ 644.70	\$ 676.94	\$ 710.79	\$ 746.33	
Employee Incentives	\$ 3,182.40	\$ 3,341.52	\$ 3,508.60	\$ 3,684.03	\$ 3,868.23	\$ 4,061.64	\$ 4,264.72	\$ 4,477.96	
transit center cleaning supplies	\$ 6,000.00	\$ 6,300.00	\$ 6,615.00	\$ 6,945.75	\$ 7,293.04	\$ 7,657.69	\$ 8,040.57	\$ 8,442.60	
total fixed costs	\$ 77,073.60	\$ 80,927.28	\$ 84,973.64	\$ 89,222.33	\$ 93,683.44	\$ 98,367.61	\$ 103,286.00	\$ 108,450.30	
fixed cost per month	\$ 6,422.80	\$ 6,743.94	\$ 7,081.14	\$ 7,435.19	\$ 7,806.95	\$ 8,197.30	\$ 8,607.17	\$ 9,037.52	

Exeter and Farmersville fixed route and ADA paratransit

Cost Elements	Base Years					Optional Years		
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Driver Wages	\$ 418,175.21	\$ 453,433.34	\$ 471,140.19	\$ 488,849.36	\$ 508,328.10	\$ 528,584.18	\$ 549,655.60	\$ 572,273.62
Payroll Taxes	\$ 80,007.29	\$ 83,216.72	\$ 86,330.91	\$ 89,445.56	\$ 92,866.17	\$ 96,423.26	\$ 100,123.62	\$ 110,356.80
Worker's Comp	\$ 32,070.56	\$ 33,642.17	\$ 34,797.87	\$ 35,992.31	\$ 37,242.54	\$ 38,542.14	\$ 39,893.98	\$ 41,757.81
Sick/Vacation/Holiday	\$ 71,910.00	\$ 78,773.58	\$ 81,863.36	\$ 84,953.54	\$ 88,352.51	\$ 91,887.13	\$ 95,564.01	\$ 109,252.77
Health Insurance	\$ 59,666.95	\$ 64,228.86	\$ 68,469.02	\$ 72,998.83	\$ 77,840.38	\$ 83,013.70	\$ 88,542.82	\$ 103,835.48
Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ 12,184.00	\$ 13,469.99	\$ 14,055.03	\$ 14,640.15	\$ 15,215.33	\$ 15,813.47	\$ 16,435.69	\$ 23,432.30
Drug Testing and Physicals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Sup/Mech	\$ 121,066.24	\$ 128,335.47	\$ 132,383.11	\$ 136,512.15	\$ 141,974.84	\$ 147,644.76	\$ 153,544.80	\$ 159,728.23
Road Sup/Mech Fringe	\$ 48,478.55	\$ 50,673.33	\$ 52,832.24	\$ 55,091.45	\$ 57,699.62	\$ 60,444.44	\$ 63,337.17	\$ 66,401.78
GL Liability	\$ 6,247.21	\$ 6,597.76	\$ 6,862.02	\$ 7,129.85	\$ 7,422.40	\$ 7,723.84	\$ 8,045.20	\$ 8,560.77
Auto Liability	\$ 38,599.69	\$ 40,909.36	\$ 42,930.82	\$ 45,052.17	\$ 47,279.65	\$ 49,617.52	\$ 52,071.92	\$ 54,762.83
Performance Bond	\$ 3,750.00	\$ 3,788.78	\$ 3,790.33	\$ 3,791.90	\$ 3,793.62	\$ 3,795.39	\$ 3,797.28	\$ 3,800.31
Additional Operational Exp	\$ 35,305.82	\$ 39,599.99	\$ 40,559.83	\$ 40,870.10	\$ 41,889.07	\$ 42,144.40	\$ 43,226.03	\$ 46,150.78
Additional Maintenance	\$ 55,343.82	\$ 58,848.25	\$ 61,512.83	\$ 64,772.89	\$ 66,736.89	\$ 68,872.48	\$ 71,431.70	\$ 71,166.44
Additional Startup	\$ 24,127.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost	\$ 1,006,932.36	\$ 1,055,517.56	\$ 1,097,527.55	\$ 1,140,100.26	\$ 1,186,641.14	\$ 1,234,506.70	\$ 1,285,669.83	\$ 1,371,479.93
Overhead	\$ 52,996.44	\$ 55,553.56	\$ 57,764.61	\$ 60,005.28	\$ 62,454.80	\$ 64,974.04	\$ 67,666.83	\$ 72,183.15
Profit	\$ 41,955.52	\$ 43,979.90	\$ 45,730.31	\$ 47,504.18	\$ 49,443.38	\$ 51,437.78	\$ 53,569.58	\$ 57,145.00
Total	\$ 1,101,884.32	\$ 1,155,051.02	\$ 1,201,022.47	\$ 1,247,609.71	\$ 1,298,539.32	\$ 1,350,918.51	\$ 1,406,906.24	\$ 1,500,808.09
total estimated rev hours	14,200	14,200	14,200	14,200	14,200	14,200	14,200	14,200
cost per rev hour	\$ 77.60	\$ 81.34	\$ 84.58	\$ 87.86	\$ 91.45	\$ 95.14	\$ 99.08	\$ 105.69

Cost Elements	Base Years					Optional Years		
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Commercial GL	*Please see the insurance section in the Fixed Fee Price Pages (3)							
Commercial Auto liability								
collision and comprehensive coverage								
employee theft/crime								
total cost								
cost per month								

Fleet Maintenance

Cost Elements	Base Years					Optional Years			
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	
Maintenance Manager									
Wages	\$ 100,979.19	\$ 104,991.14	\$ 109,147.83	\$ 113,466.25	\$ 117,972.43	\$ 122,636.42	\$ 127,496.64	\$ 132,557.93	
Payroll Taxes	\$ 9,171.00	\$ 9,129.60	\$ 9,479.66	\$ 9,844.05	\$ 10,222.75	\$ 10,615.78	\$ 11,024.72	\$ 11,451.16	
Worker's Comp	\$ 3,411.62	\$ 3,529.24	\$ 3,651.48	\$ 3,778.56	\$ 3,910.70	\$ 4,048.09	\$ 4,191.04	\$ 4,339.88	
Sick/Vacation/Holiday	\$ 13,644.23	\$ 14,190.00	\$ 14,757.60	\$ 15,348.42	\$ 15,962.46	\$ 16,599.72	\$ 17,262.78	\$ 17,954.22	
Health Insurance	\$ 16,027.62	\$ 17,044.60	\$ 18,129.77	\$ 19,287.80	\$ 20,523.70	\$ 21,842.85	\$ 23,250.96	\$ 24,754.17	
Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Drug Testing and Physicals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Mech A #									
Wages	\$ 161,396.46	\$ 169,849.92	\$ 174,121.75	\$ 178,385.18	\$ 185,515.00	\$ 192,899.72	\$ 200,595.40	\$ 208,599.26	
Payroll Taxes	\$ 14,874.90	\$ 14,822.21	\$ 15,173.86	\$ 15,525.52	\$ 16,116.30	\$ 16,729.94	\$ 17,368.19	\$ 18,032.82	
Worker's Comp	\$ 6,804.02	\$ 7,040.05	\$ 7,267.69	\$ 7,502.65	\$ 7,757.02	\$ 8,021.07	\$ 8,295.27	\$ 8,580.14	
Sick/Vacation/Holiday	\$ 16,568.00	\$ 17,440.00	\$ 17,876.00	\$ 18,312.00	\$ 19,044.48	\$ 19,805.30	\$ 20,596.64	\$ 21,420.68	
Health Insurance	\$ 8,740.02	\$ 9,345.05	\$ 9,992.33	\$ 10,684.83	\$ 11,425.71	\$ 12,218.34	\$ 13,066.36	\$ 13,973.63	
Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Drug Testing and Physicals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Employee Incentives	\$ 1,975.41	\$ 2,034.67	\$ 2,095.71	\$ 2,158.59	\$ 2,223.34	\$ 2,290.04	\$ 2,358.75	\$ 2,429.51	
Mech B #									
Wages	\$ 218,693.44	\$ 231,474.50	\$ 237,926.15	\$ 244,366.42	\$ 254,133.50	\$ 264,257.59	\$ 274,786.44	\$ 285,751.13	
Payroll Taxes	\$ 20,202.42	\$ 20,123.38	\$ 20,650.86	\$ 21,178.35	\$ 21,980.12	\$ 22,813.54	\$ 23,678.61	\$ 24,580.61	
Worker's Comp	\$ 10,213.23	\$ 10,567.49	\$ 10,909.17	\$ 11,261.83	\$ 11,639.44	\$ 12,031.19	\$ 12,437.63	\$ 12,859.62	
Sick/Vacation/Holiday	\$ 20,196.00	\$ 21,384.00	\$ 21,978.00	\$ 22,572.00	\$ 23,474.88	\$ 24,413.40	\$ 25,387.56	\$ 26,403.30	
Health Insurance	\$ 13,110.03	\$ 14,017.57	\$ 14,988.50	\$ 16,027.25	\$ 17,138.56	\$ 18,327.51	\$ 19,599.54	\$ 20,960.45	
Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Drug Testing and Physicals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Employee Incentives	\$ 2,963.12	\$ 3,052.01	\$ 3,143.57	\$ 3,237.88	\$ 3,335.02	\$ 3,435.07	\$ 3,538.12	\$ 3,644.26	
Mech C #									
Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Payroll Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Worker's Comp	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sick/Vacation/Holiday	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Health Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Drug Testing and Physicals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Employee Incentives	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Vehicle Lubricants excluding fuel	\$ 8,195.05	\$ 8,440.90	\$ 8,694.12	\$ 8,954.95	\$ 9,223.60	\$ 9,500.30	\$ 9,785.31	\$ 9,826.52	
other maintenance cost excluding lal	\$ 251,730.87	\$ 265,393.31	\$ 277,421.25	\$ 292,116.36	\$ 301,020.44	\$ 310,653.91	\$ 322,238.24	\$ 320,452.85	
other operator cost please specify	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
personnel cost excluding maintenanc	\$ 13,562.21	\$ 13,969.08	\$ 14,388.15	\$ 14,819.79	\$ 15,264.39	\$ 15,722.32	\$ 16,193.99	\$ 16,679.81	
safety expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
training expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
insurance/liability	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Maintenance Labor	\$ 38,487.40	\$ 40,193.33	\$ 42,273.73	\$ 44,354.13	\$ 46,122.47	\$ 47,974.02	\$ 49,887.99	\$ 51,885.18	
Other maintenance labor Fringe	\$ 16,650.50	\$ 17,031.65	\$ 17,888.51	\$ 18,772.41	\$ 19,624.67	\$ 20,523.57	\$ 21,467.05	\$ 22,461.26	
other									
Overhead	\$ 160,415.39	\$ 170,915.71	\$ 178,599.36	\$ 185,695.66	\$ 195,424.76	\$ 203,999.78	\$ 214,009.36	\$ 223,728.19	
Profit	\$ 128,332.31	\$ 136,732.57	\$ 142,879.49	\$ 148,556.52	\$ 156,339.80	\$ 163,199.82	\$ 171,207.49	\$ 178,982.55	
total cost	\$ 1,256,344.43	\$ 1,322,711.99	\$ 1,373,434.56	\$ 1,426,207.39	\$ 1,485,395.53	\$ 1,544,559.30	\$ 1,609,724.09	\$ 1,662,309.12	
total estimated revenue miles	1,264,938	1,264,938	1,264,938	1,264,938	1,264,938	1,264,938	1,264,938	1,264,938	
cost per revenue mile	\$ 0.9932	\$ 1.0457	\$ 1.0858	\$ 1.1275	\$ 1.1743	\$ 1.2211	\$ 1.2726	\$ 1.3141	

Tab	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
PP1 Variable	\$ 6,830,743.71	\$ 7,225,219.61	\$ 7,580,521.87	\$ 7,946,751.07	\$ 8,393,596.40	\$ 8,863,329.23	\$ 9,355,116.48	\$ 9,873,571.07
PP1 LOOP	\$ 128,364.34	\$ 137,799.09	\$ 143,600.05	\$ 149,325.29	\$ 155,631.74	\$ 162,219.50	\$ 169,104.87	\$ 176,349.08
PP3 Fixed Fee	\$ 4,453,458.27	\$ 4,808,516.11	\$ 4,998,601.19	\$ 5,127,906.70	\$ 5,379,799.20	\$ 5,515,464.32	\$ 5,736,765.87	\$ 5,919,729.96
PP4 Bus Stop	\$ 201,728.00	\$ 211,814.40	\$ 222,405.12	\$ 233,525.38	\$ 245,201.64	\$ 257,461.73	\$ 270,334.81	\$ 283,851.55
PP5 Fleet	\$ 88,919.20	\$ 93,365.16	\$ 98,033.42	\$ 102,935.09	\$ 108,081.84	\$ 113,485.94	\$ 119,160.23	\$ 125,118.24
PP6 Transit Center	\$ 77,073.60	\$ 80,927.28	\$ 84,973.64	\$ 89,222.33	\$ 93,683.44	\$ 98,367.61	\$ 103,286.00	\$ 108,450.30
PP9 Central Maint	\$ 1,256,344.43	\$ 1,322,711.99	\$ 1,373,434.56	\$ 1,426,207.39	\$ 1,485,395.53	\$ 1,544,559.30	\$ 1,609,724.09	\$ 1,662,309.12
Startup	\$ 543,044.84							
Totals	\$ 13,579,676.39	\$ 13,880,353.64	\$ 14,501,569.85	\$ 15,075,873.25	\$ 15,861,389.81	\$ 16,554,887.61	\$ 17,363,492.34	\$ 18,149,379.32
PP7 Optional Farmersville Exeter	\$ 1,101,884.32	\$ 1,155,051.02	\$ 1,201,022.47	\$ 1,247,609.71	\$ 1,298,539.32	\$ 1,350,918.51	\$ 1,406,906.24	\$ 1,500,808.09
PP2 Optional On Demand	\$ 654,078.76	\$ 730,112.40	\$ 773,159.03	\$ 839,809.78	\$ 875,931.52	\$ 955,680.40	\$ 961,071.42	\$ 1,029,331.04
*Totals for Optional services are based on the revenue hours provided, see Tabs PP2 and Tab PP7 for detail.								

RESOLUTION: 2022-_____

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TULARE COUNTY REGIONAL TRANSIT AGENCY
AWARDING AN AGREEMENT FOR TRANSIT OPERATIONS SERVICES
TO TRANSDEV SERVICES, INC.**

WHEREAS, the Tulare County Regional Transit Agency (TCRTA), is joint powers agency whose members are the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake; and

WHEREAS, on December 15, 2021, TCRTA issued a Request for Proposals (RFP) to select a single vendor to consolidate all service operations; and

WHEREAS, proposals were submitted by four firms and four proposals were found to have met the submission requirements; and

WHEREAS, the four qualifying proposals were evaluated by an Evaluation Committee based on the process and criteria specified in the RFP; and

WHEREAS, based on the interviews and the criteria against which each proposal was evaluated, Transdev Services, Inc. received the highest score and determined TCRTA's Best Value; and

WHEREAS, based on the criteria scoring, the Evaluation Committee is recommending the TCRTA award an agreement to Transdev Services, Inc. as the consolidated transit operations services vendor.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TULARE COUNTY REGIONAL TRANSIT AGENCY, does hereby award an agreement to Transdev Services, Inc. for Transit Operations Services, effective July 1, 2022, for a base term of five years, in an amount not to exceed \$76,771,955.

BE IT FURTHER RESOLVED, the Executive Director is authorized to execute the agreement with Transdev Services, Inc. and to make administrative changes to the scope or budget of the executed contract, as needed, to ensure the project is implemented in the most efficient and cost-effective manner possible.

PASSED AND ADOPTED this 25th day of May 2022 by the **Board of Directors of the Tulare County Regional Transit Agency**.

RESOLUTION: 2022-_____

THE FOREGOING RESOLUTION was passed and adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 25th day of May 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed_____

Jose Sigala
Board Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2022-_____ was duly adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 25th day of May 2022.

Signed_____

Richard Tree
Executive Director



Transit Operations Services

Background

- Goal
 - Consolidation of Services to One Vendor
 - Efficiencies, Call Center, Technology
 - New Service Modes
- Issued December 15, 2021
- FTA Compliance
- 8 Addendums
- Due Date March 17, 2022

Tulare County Regional Transit Agency

Request for Proposals No. 2021-01

Transit Operations Services



December 15, 2021

The Tulare County Regional Transit Agency does not discriminate on the basis of race, gender, ethnicity, age, national origin, religion or disability in its employment opportunities, programs, services, contracting opportunities or activities. It is the Agency's policy to ensure compliance with the Title VI of the Civil Rights Act of 1964 in its contracting opportunities.

The project is funded in part by the Federal Transit Administration Catalog of Federal Domestic Assistance (CFDA) 20.500 and 20.507. The Agency reserves the right to reject any or all proposals.

Tulare County Regional Transit Agency
RFP 2021-01 Transit Operations Services

4 Proposals

- MV Transportation
- National Express
- First Transit
- Transdev Services, Inc.



national express. | transit

First Transit





Procurement Overview

“Award will be made based on the highest quality of service proposed that best matches TCRTA’s requirements using BEST VALUE methodology”

Evaluation Process

- Evaluation Committee
 - 4 Members
 - Qualified Transit Professionals
- Executive Director
 - Interviews & Negotiations





Proposal Selection Process

- Responsive
- Responsible
- Technical Criteria (Points)
 - Background & Experience (40)
 - Qualifications & Approach (40)
 - Creative & Innovation (20)



Interview & Presentation

1. Local Management Team
2. Hiring & Retention of Employees
3. Quality of Service
4. Safety of Operations
5. Customer Experience
6. Zero-Emission Bus Experience

Scoring

	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Total
Transdev	94	95	90	90	369
First Transit	83	75	86	82	326
National Express	70	90	83	74	317
MV Transportation	80	70	87	68	305



Highlights

1. Local Management & Corporate Support Team
2. Attention to Detail
3. Understanding the History of Transit in Tulare County
4. Investment in Local Businesses and DBEs
5. Oversight & Frequent Communication
6. Technology

Public Records



- After Award Is Made
- Excluding
 - Trade Secrets
 - Confidential Information
 - Proprietary Information
 - Financial Statements
- Public Records Request

Financial Analysis

	Independent Cost Estimate (ICE)	Transdev Price	% Difference
Year 1	\$14,545,606	\$14,233,755	-2.17%
Year 2	\$14,738,233	\$14,610,466	-.87%
Year 3	\$15,464,749	\$15,274,729	-1.24%
Year 4	\$16,062,972	\$15,915,683	-.92%
Year 5	\$16,689,090	\$16,737,321	-.29%
5-Year Total	\$77,500,649	\$76,771,955	-.94%

Price Increases





Employee Wages

\$1,956,888

TripShot: Fixed Route & Scheduling

The bedrock of most transit operations, quality and consistent fixed route forms the foundation of rider trust.



Scalable & Flexible



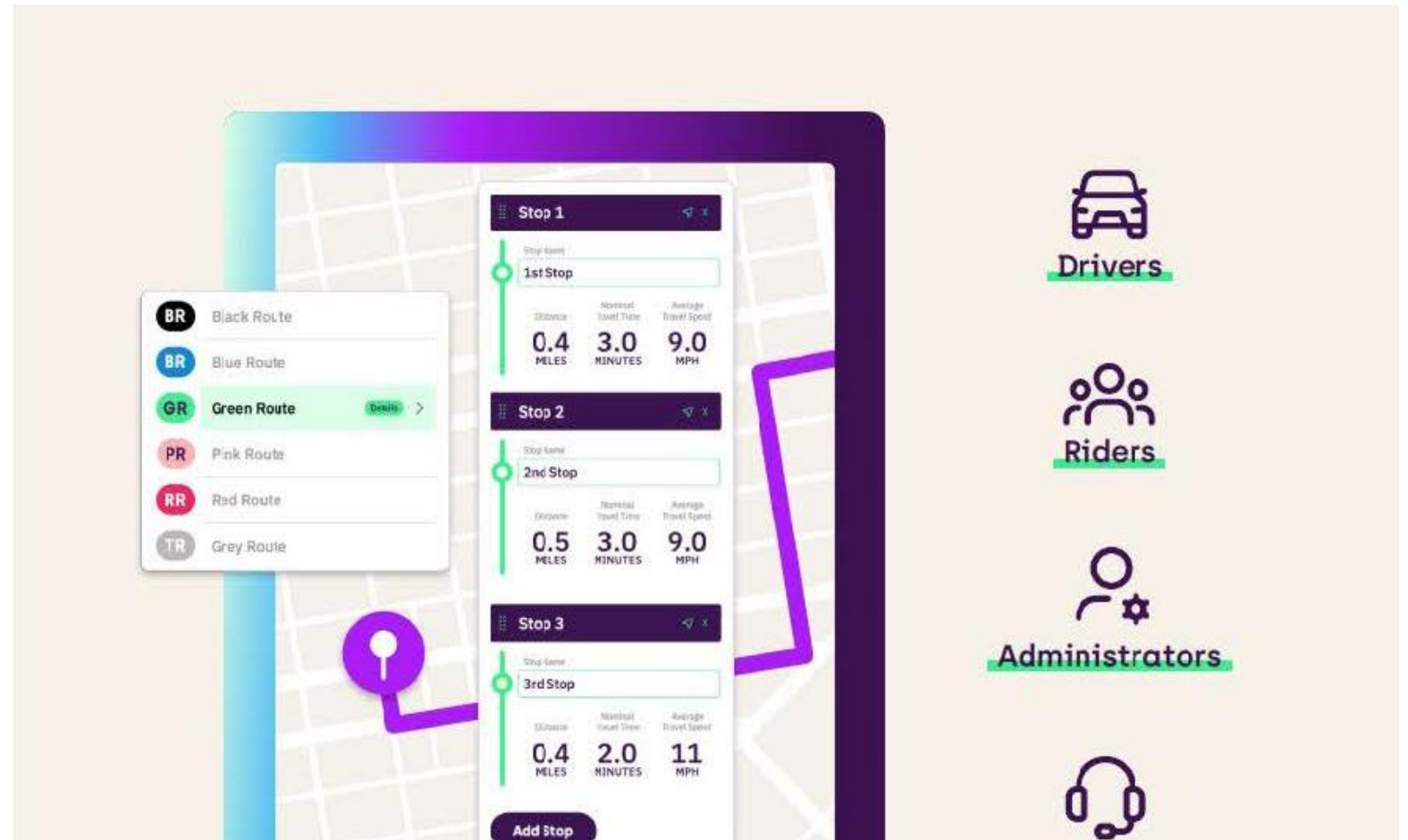
Routing & Scheduling



Real-time Monitoring



GTFS & GTFS-RT Ready



Technology

\$1,371,765



Fare Collection System Maintenance

\$1,356,320

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Tulare County Regional Transit Agency

AGENDA ITEM VIII-B

May 25, 2022

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Approve Fare Collection Equipment with Genfare

BACKGROUND:

At the meeting on February 28, 2022, the Board of Directors approved an award with Genfare for the purchase and installation of the Regional Fare Collection System. Staff estimated that the project would cost approximately \$2.4 million, of which, the Board of Directors approved the initial quote of \$2,069,691.21.

DISCUSSION:

Since the award of the project, staff has been working with the Genfare to review the scope of work and identify any critical missing elements. During a review of the Central Maintenance Yard and the Porterville fleet, staff identified the following missing items:

1. Data System and associated parts for the Central Maintenance Yard.
2. Open Payment Upgrade Kit for the existing 23 fareboxes in Porterville.
3. Relocation of the Porterville Data System.
4. Updates to the Porterville Ticket Vending Machine

RECOMMENDATION:

That the Tulare County Regional Transit Agency Board of Directors approve the draft resolution approving the Executive Director to execute an agreement with Genfare for additional fare collection equipment at a total cost increase not to exceed \$109,239.74.

FISCAL IMPACT:

The additional fare collection equipment will be funded by previously awarded grant funds and location transportation funds (LTF).

ATTACHMENT:

1. Draft Resolution
2. Genfare Quote 5038538 05032022

RESOLUTION: 2022-_____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TULARE COUNTY REGIONAL TRANSIT AGENCY APPROVING THE PURCHASE OF A FARE COLLECTION SYSTEM FROM GENFARE IN THE AMOUNT NOT-TO-EXCEED \$109,239.74 AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE NECESSARY DOCUMENTS

WHEREAS, the Tulare County Regional Transit Agency and Visalia Transit desire to have a regional fare system to encourage increased ridership, make it easier to pay the fare, and transfer between systems; and

WHEREAS, the Tulare County Regional Transit Agency and Visalia Transit already have a significant amount investment in existing Genfare fare collection equipment; and

WHEREAS, a sole source procurement with Genfare is in the best interest of the Tulare County Regional Transit Agency and Visalia Transit for the substantial cost savings that would not be afforded through a competitive process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TULARE COUNTY REGIONAL TRANSIT AGENCY, does hereby approve this purchase and directs staff to execute the necessary documents to acquire additional regional fare collection system equipment from Genfare at a not-to-exceed cost of \$109,239.74.

PASSED AND ADOPTED this 25th day of May 2022 by the **Board of Directors of the Tulare County Regional Transit Agency**.

THE FOREGOING RESOLUTION was passed and adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 25th day of May 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed_____

Jose Sigala
Board Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2022-____ was duly adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 25th day of May 2022.

Signed_____

Richard Tree
Executive Director

Sales Quotation

Sold-To-Party

Tulare County Regional Transit Agcy
210 N. Church St, STE B
Visalia CA 93291

Ship-To-Party

Tulare County Regional Transit Agcy
Central Yard
15430 Road 140
Visalia CA 93292

Information

Sales Quote No. 5038538
Document Date 04/28/2022
Customer No. 682
Currency USD
Contact Name Richard Tree
Phone 559-303-8136
FAX
EMAIL ldavis@tularecag.ca.gov
Validity Start Date 04/28/2022
Validity End Date 09/30/2022
Req Ship Date 04/28/2022

End User

Tulare County Regional Transit Agcy
210 N. Church St, STE B
Visalia CA 93291

Item	Material	Quantity	Price	Amount
10	DATA SYSTEM-VM	1 EA	46,900.00 USD	46,900.00
	Sngle Garage,Sngle Lane Data Sys-Virtual			
	Tax	1 EA	3,986.50 USD	3,986.50
	Sub-items 000020 to 000150 belong to this item			
20	C01620-0001	2 EA	0.00	
	S/A, I/O CABLE-DATA SYSTEM			
30	C00133-0004	2 EA	0.00	
	S/A DATA PROBE-COMplete ODY			
40	C01412-0001	1 EA	0.00	
	S/A J-BOX MOUNTING			
50	A01615-0002	1 EA	0.00	
	BALANCER-DATA PROBE #10FLR			
60	A01857-0001	1 EA	0.00	
	SUPPORT HOSE AERO-MOTIVE 61020			
70	C01413-0001	1 EA	0.00	
	S/A MOUNTING BRACKET & PROBE H			
80	A00469-0001	1 FT	0.00	

Customer Signature: _____ **Date:** _____

Signature:  **Date:** 05/03/2022

Sales Representative: Mark Mahon **Phone:** 847-871-1415

Email: mark.mahon@spc.com

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above.

Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

Sales Quotation

Sold-To-Party

Tulare County Regional Transit Agcy
 210 N. Church St, STE B
 Visalia CA 93291

Ship-To-Party

Tulare County Regional Transit Agcy
 Central Yard
 15430 Road 140
 Visalia CA 93292

Information

Sales Quote No. 5038538
Document Date 04/28/2022
Customer No. 682
Currency USD
Contact Name Richard Tree
Phone 559-303-8136
FAX
EMAIL ldavis@tularecag.ca.gov
Validity Start Date 04/28/2022
Validity End Date 09/30/2022
Req Ship Date 04/28/2022

End User

Tulare County Regional Transit Agcy
 210 N. Church St, STE B
 Visalia CA 93291

Item	Material	Quantity	Price	Amount
90	CABLE, DATA, BELDEN #9773 D03259-0003	1 EA	0.00	
100	ISOLATION BOX DATA SYSTEM C22633-0001	1 EA	0.00	
110	S/A PCB,COMP. INTFC D03183-0001	1 EA	0.00	
120	S/A PC BRD,MULTIPLEXER-DATA SY D03184-0001	1 EA	0.00	
130	S/A PC BRD,PROBE INTERFACE B28103-0001	1 EA	0.00	
140	SERVER, DIGI-PORT-TS4MEI (70002045) M-25682-2.05.09V	2 EA	0.00	
150	MANUAL, DATA SYS 7 1 EA	0.00		
160	SOFTWARE, DATA SYSTEM A00469-0001	200 FT	6.96 USD	1,392.00
	CABLE, DATA, BELDEN #9773			

Customer Signature: _____ **Date:** _____

Signature:  **Date:** 05/03/2022

Sales Representative: Mark Mahon **Phone:** 847-871-1415
Email: mark.mahon@spx.com

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

Sales Quotation

Sold-To-Party

Tulare County Regional Transit Agcy
 210 N. Church St, STE B
 Visalia CA 93291

Ship-To-Party

Tulare County Regional Transit Agcy
 Central Yard
 15430 Road 140
 Visalia CA 93292

Information

Sales Quote No. 5038538
Document Date 04/28/2022
Customer No. 682
Currency USD
Contact Name Richard Tree
Phone 559-303-8136
FAX
EMAIL ldavis@tularecag.ca.gov
Validity Start Date 04/28/2022
Validity End Date 09/30/2022
Req Ship Date 04/28/2022

End User

Tulare County Regional Transit Agcy
 210 N. Church St, STE B
 Visalia CA 93291

Item	Material	Quantity	Price	Amount
	Tax	1 EA	0.59 USD	118.32
170	D28118-0002	1 EA	3,043.95 USD	3,043.95
	S/A CONTROLLER, ID (V2)			
	Tax	1 EA	258.74 USD	258.74
180	ITEM	23 EA	1,512.00 USD	34,776.00
	Open Payment Smart Car Reader Kit			
	Tax	1 EA	128.52 USD	2,955.96
190	INSTALL	23 EA	150.00 USD	3,450.00
	Install			
200	ITEM	1 EA	4,500.00 USD	4,500.00
	Relocate Porterville Garage			
	Tax	1 EA	382.50 USD	382.50
210	TS-0751	1 EA	2,750.00 USD	2,750.00
	NEW FARE STRUCTURE (TVM)			
220	ITEM	1 EA	2,500.00 USD	2,500.00
	TVM Screen Modifications			
	Tax	1 EA	212.50 USD	212.50

Customer Signature: _____ **Date:** _____

Signature:  **Date:** 05/03/2022

Sales Representative: Mark Mahon **Phone:** 847-871-1415
Email: mark.mahon@spx.com

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End User

Tulare County Regional Transit Agcy
 210 N. Church St, STE B
 Visalia CA 93291

Item	Material	Quantity	Price	Amount
230	FREIGHT Freight	1 EA	672.00 USD	672.00
240	B22859-0004 S/A CABLE,RS485-OCU TO FB 6FT. Tax	28 EA 1 EA	5.15 USD 0.44 USD	144.20 12.25
250	B30294-0001 CABLE, ETHERNET POWER Tax	28 EA 1 EA	39.00 USD 3.32 USD	1,092.00 92.82
Gross Value:				101,220.15
Total Tax:				8,019.59
Final Amount:				109,239.74

Customer Signature: _____ **Date:** _____

Signature:  **Date:** 05/03/2022

Sales Representative: Mark Mahon **Phone:** 847-871-1415
Email: mark.mahon@spx.com

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TERMS AND CONDITIONS OF SALE

1. GENERAL. Unless otherwise agreed in writing by Genfare, the Quotation, these Terms and Conditions of Sale (including the attached Warranty), the Order Acknowledgment (if issued) and the Software License (for any licensed Software), constitute the entire agreement between Genfare and Customer (the "Agreement") and are the exclusive terms and conditions governing the underlying order and shall apply in precedence over any such other terms and conditions, or otherwise under any applicable law. The Software is licensed to Customer under the Genfare Software License in effect at the time of purchase of such Software. Genfare's Services Agreement shall be the sole document governing any Software subscriptions purchased by Customer from Genfare. ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER ARE OBJECTED TO BY GENFARE AND SHALL NOT BE EFFECTIVE OR BINDING AS TO GENFARE UNLESS AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GENFARE. Genfare shall sell to Customer, and Customer shall purchase from Genfare, the equipment identified in the Quotation (the "Equipment") and a license to certain software identified in the Quotation or embedded in the Equipment (the "Software") in accordance with the Agreement (the Equipment and Software collectively referred to as the "Products"). Genfare accepts Customer's purchase orders for Products and agrees to deliver the Products to Customer only on the terms of the Agreement. Genfare's acceptance of Customer's purchase order is expressly made conditional on Customer's assent to the Agreement. No variation of the Agreement shall be binding unless agreed to in writing by authorized representatives of Genfare and Customer. The following provisions of these Terms and Conditions of Sale shall survive termination of the Agreement for whatever reason: Sections 1, 3, 6, 7, 8, 9, 11, 12, 15 and 16.

2. SHIPPING & INSURANCE. Genfare shall arrange shipping and insurance and shall bill Customer for the Products with the shipping and insurance costs as separate items, on an invoice ("Invoice"). Subject to other provisions of the Agreement, Genfare shall ship the Products to Customer on the agreed upon Shipping Date.

3. TERMS OF PAYMENT. Genfare may require certain payments to be made prior to delivery of Products or other services. Notwithstanding the preceding sentence, Customer shall pay for all Products, fees, shipping, insurance, and where agreed, all duties and taxes net 30 days from date of Invoice. However, if the parties have agreed that the Products are to be installed by Genfare, Customer shall pay 90% of the total cost of each Product upon shipping of the Product and 10% upon installation of the Product. All services are invoiced at 100%. If Customer fails to pay any Invoice when due, Genfare may, without prejudice to any other remedy, postpone shipments, alter payment terms, terminate the Agreement and charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or if less, the maximum rate allowed by law). Upon demand, Customer shall pay all such interest charges and all reasonable collection fees, including reasonable legal expenses.

4. TRANSFER OF TITLE AND RISK OF LOSS; DELIVERY. All products will be shipped FOB Destination. Risk of loss and title to all Products shall pass to Customer, free of encumbrances, at the time of delivery to Customer's destination. Genfare will endeavor to meet any estimated or firm delivery dates requested by Customer, but shall not be liable in damages or otherwise, nor shall Customer be relieved of performance under the Agreement, because of failure to meet them.

5. CHANGES TO SPECIFICATIONS. Genfare may, without notice to Customer, make changes to the specifications of the Products which do not materially affect the quality or performance of the Products.

6. ACCEPTANCE, RETURNS AND EXCHANGES. The Products and services shall be deemed accepted, and any attempt by Customer to reject an order or shipment of Products shall be waived and not enforceable, unless: (i) Customer has promptly inspected the Products and services, and written notice from Customer of any defect has been received by Genfare within thirty (30) days following any delivery of Products or performance of services. The return of defective Products is covered by the Warranty as described in Attachment A.

Return/Exchange Procedures. Customer may only return a Product which is not defective if: (a) the Product does not correspond to the Products ordered in the Agreement (a "Return"), or (b) the Product has been ordered in error by the Customer and Genfare has granted written permission to Customer to remedy its mistake by ordering the correct equipment or software and returning the Product (an "Exchange"). The party liable for all shipping, insurance and any other expenses incurred by Customer in returning the Product pursuant to the preceding sentence and for all loss or damage to the Product until received by Genfare, shall be Genfare for Returns and Customer for Exchanges. If Customer returns the Product in accordance with these Procedures in an undamaged condition, in the original configuration and, where appropriate, in the original packing, before the later of: (i) 21 days after the date of the Invoice for that Product; and (ii) the date of substantial completion of installation of the Product by Genfare, Genfare shall: (A) for Returns, issue a credit to Customer for the full Invoice price of the returned Product; or (B) for Exchanges, issue a credit to Customer for the full Invoice price of the returned Product less: (I) a restocking fee of 25% of the Invoice price; and (II) the original shipping and insurance cost as shown on the Invoice. If Customer does not comply with the Procedures in this Section for Returns and Exchanges, Customer shall pay the full amount of the Invoice.

7. CUSTOMER POSTPONEMENT OF SCHEDULED SHIPPING DATE. If Genfare receives a request from Customer to delay the Shipping Date (a) 30 days or more prior to the Shipping Date, Genfare may postpone the Shipping Date and may charge Customer 2% of the net Agreement total for each full or partial month the Shipping Date is delayed or (b) less than 30 days prior to the Shipping Date, Genfare may treat the Agreement as canceled and may bill Customer in accordance with the provisions of Section 8.

8. CANCELLATION. If Customer cancels an Agreement before the

Shipping Date, Genfare may charge Customer a cancellation charge calculated by multiplying the following applicable percentage by the Agreement total (as shown on the Quotation/Order Acknowledgment): (a) if cancelled 40 business days or more before Shipping Date, the applicable percentage is 25%, and (b) if cancelled 39 business days or less before Shipping Date, the applicable percentage is 50%. In addition to the applicable percentage charge, if Customer cancels all or part of the order without cause, Customer will reimburse Genfare for (i) Genfare's expenses incurred to fulfill the order through the cancellation date, including, without limitation, materials and labor. If Customer's order includes special order Products or vendor Products, Genfare may also charge, in addition to the other amounts set forth in this Section 8, (A) for special order Products, 100% of the amount shown on the Quotation/Order Acknowledgment for that Product; and (B) for vendor Products, the lesser of 100% of the cost to Genfare of vendor Product; or, if the vendor accepts the return of its Product the restocking charge levied by the vendor. Customer shall pay all cancellation charges within 30 days of receipt of Invoice.

9. FORCE MAJEURE. To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental agency, or other cause beyond that party's reasonable control ("Force Majeure"), that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes reasonable steps to avoid or remove such causes of nonperformance and promptly continues performance whenever and to the extent such causes are removed.

10. INSTALLATION. If installation is purchased, Customer shall complete all of the action necessary to prepare Customer's premises for the installation of Products prior to the scheduled installation date. If Customer complies with the preceding sentence, Genfare's authorized technicians shall commence the installation of Products on the scheduled installation date. Genfare may invoice Customer for an amount in addition to the installation charge specified on the Quotation/Order Acknowledgment if Genfare incurs additional installation costs as a result of Customer's failure to have the site, other manufacturers' equipment or Products ready for Genfare's technicians on the scheduled installation date.

11. WARRANTY. All Products are covered by Genfare's Standard

Warranty as described in Attachment A attached hereto and incorporated herein.

12. WAIVER OF CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY. Notwithstanding anything in this Agreement to the contrary, to the fullest extent permitted by applicable law, Genfare will not be liable for damages related to any business interruption or loss of profit, increased operating costs, anticipated savings, data, contract, goodwill or the like or for incidental, special, indirect or consequential damages of any nature under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), and strict liability, arising out of or related to Seller's acts or omissions. Under no circumstances shall Genfare's liability to Customer exceed the contract price for the specific goods and services upon which such liability is based. Any action for breach of contract or otherwise must be commenced within one (1) year after the cause of action has accrued.

13. INDEMNIFICATION. Genfare agrees to indemnify and hold harmless Customer, its elected and appointed officers and employees, from and against any and all claims, demands, defense costs, liability or damages brought by third parties and to the extent arising solely from: (a) personal injury or property damage resulting directly from Genfare's (or Genfare's subcontractors, if any), negligent acts, errors or omissions or willful misconduct or (b) any actual infringement by Genfare of a patent, trademark, copyright, trade secret or other intellectual or proprietary rights regarding the Products (except to the extent resulting from Customer's combination of Genfare's products with other products or services not provided by Genfare). Notwithstanding the foregoing, there shall be no indemnification hereunder by Genfare as to any losses caused by the negligence or fault of Customer or any of its officers, employees or agents. If Customer shall claim indemnification hereunder, Customer shall notify Genfare in writing of the basis for such claim or demand setting forth the nature of the claim or demand in reasonable detail. Genfare agrees to assume the defense of any such claim and to defend the same at Genfare's expense. The parties agree to reasonably cooperate with each other on any such claims. If the Customer desires to participate in the defense, then Customer shall have the right to do so through counsel of its own choosing, provided that Customer will be responsible for all of its costs in so doing.

14. INSURANCE. Genfare shall maintain insurance coverage

consistent with its existing programs but shall not name Customer as an additional insured nor will Genfare or its insurers be obligated to waive any rights of subrogation Genfare or such insurers may have against Customer or its affiliates.

Genfare shall use commercially reasonable efforts to provide Customer with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, but failure to do so shall impose no obligation or liability upon Genfare or its insurers, agents or representatives. Genfare shall provide Customer with its standard certificate of insurance upon request.

15. NOTICE. All requests, instructions and notices from one party to the other must be in writing and may be given via registered post or facsimile transmission to the address of the parties shown on the Quotation/Order Acknowledgment.

16. MISCELLANEOUS. No waiver by Genfare of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision. Any provision of the Agreement which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from the Agreement in that jurisdiction without in any way invalidating the remaining provisions of the Agreement, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Genfare by virtue of the Agreement shall endure for the benefit of and be binding upon the successors and assigns of Genfare. The Agreement shall be governed by the laws of the State of Illinois, however Genfare may enforce the provisions of the Agreement in accordance with the laws of the jurisdiction in which the Products are situated. The United Nations Convention on the Sale of Goods (the Vienna Convention) shall not apply to the Agreement.

ATTACHMENT A- WARRANTY

1. DEFINITIONS

- a) Customer shall mean any individual, entity, business, or transit agency that purchases Genfare's goods, services, and/or software.
- b) Documentation shall mean the manuals, guides, or other applicable materials provided by Genfare to the Customer.
- c) Equipment shall mean new Genfare supplied equipment, firmware embedded on the Genfare supplied equipment, and spare parts.
- d) Equipment Operating Instructions means the instructions for use, maintenance, storage, and repair in the applicable Genfare Equipment Manual.
- e) Equipment Warranty Period shall apply as follows:

i. Equipment:

- 1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) months for Equipment repaired during the Warranty Period or the remaining original warranty period if greater than (6) months

ii. Genfare's Mid-Life Upgrade and/or Reconditioning Program:<TC>

- 1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) six (6) months thereafter; and (z) three (3) months for items repaired during the Warranty Period or the remaining original warranty period if greater than three (3) months.

2071104 1. Begins upon delivery of Spare Parts and shall end six (6) months thereafter.

- f) Genfare Equipment Manual means the manual and/or guides developed by Genfare and made available to a Customer which describe the products, services, and/or software, including proper care and maintenance of such products, services, and/or software.
- g) Genfare Service Center shall mean the Genfare repair facility specified by an authorized Genfare representative.
- h) Hotfix shall mean a single, cumulative package that includes information that is used to address a problem within the Software.
- i) Services means technical, training, maintenance, or other services performed by Genfare or an authorized Genfare representative.
- j) Services Warranty Period shall begin upon the completion of the Services and end thirty (30) days thereafter.
- k) Software means all original and software updates purchases of Genfare supplied software.
- l) Software Warranty shall mean licensed software, but excludes any warranty provided under an applicable subscription and services agreement purchased by Customer.
- m) Software Warranty Period shall begin upon the earlier of (a) the date the Software is made available to the Customer for User Acceptance Testing or (b) date the Software is placed in the production and shall end ninety (90) days thereafter.
- n) Third Party Purchase Warranty Period shall mean the date on which Customer receives the Equipment from Customer's third party bus manufacturer or other third party vendors and ending twelve (12) months from such date.
- o) Warranty shall mean all applicable warranties purchased by the Customer under this Agreement.
- p) Warranty Period shall mean the applicable Equipment Warranty Period, Third Party Purchase Warranty Period, the Software Warranty Period, and the Services Warranty Period.

2. GENERAL TERMS

- a) Subject to the provisions of the Equipment Warranty, Genfare warrants that the Equipment shall conform to the specifications in the Genfare documentation in all material respects and that the equipment shall be free from material defects in materials and workmanship.
- b) Genfare warrants that the Services and Software shall materially conform to the specifications in the then-current Documentation.
- c) It is understood that the costs of discovery of the problem associated with any Warranty and, to the extent applicable, the costs associated with the removal and installation of the defective part shall 2071104

3. RETURN OF EQUIPMENT UNDER WARRANTY

- a) If an item of Equipment malfunctions or fails in normal use within the applicable Warranty Period:
- b) Customer shall promptly notify Genfare of the problem, the original sales order number, and the serial number, if applicable, of the defective item;
- i. Genfare shall, at its option, either resolve the problem over the telephone or via email, or provide Customer with a Return Material Authorization (#RMA#) to ship the defective item to Genfare;
- ii. if Genfare provides Customer with an RMA to ship the defective item to Genfare, Customer shall include, in the RMA, a description of the fault. Customer shall, at its cost, properly pack the item to be returned, prepay the insurance and shipping charges, and ship the item to the specified Genfare Service Center with a copy of the RMA; Parts or Equipment damaged during shipment that were not properly packaged are the responsibility of the customer. The return label must include the RMA number with attention to# Repair Center. Genfare reserves the right to return items sent to the Genfare Service Center without an RMA and Customer will reimburse Genfare for its costs in returning the items.
- iii. Genfare shall, at Genfare's option, either repair or replace the returned item. The replacement item may be new or refurbished; if refurbished, it shall be equivalent in operation to new Equipment. If a returned item is replaced by Genfare, the Customer agrees that the returned item shall become the property of Genfare;
- iv. Genfare shall, at its cost, ship the repaired item or replacement to the Customer. If the Customer has requested express shipping, the Customer shall pay Genfare an expediting fee.
- c) A failure is defined as a device or component in the Equipment that is inoperative and/or unsuitable for the intended purpose.
- d) It is understood that Genfare shall be responsible for the costs of all materials and labor, except as provided herein.

4. TECHNICAL ASSISTANCE.

During the applicable Warranty Period, Genfare shall provide the Customer with Technical Support via phone or email. All communication is to be routed through Customer Care at 847-871-1231, 847.593.8855, or genfare.customer@spc.com. A case will be created for each inquiry that will be followed through resolution. Technical Support is included throughout the Warranty Period. Customer understands that ongoing Technical Support is the Customer's responsibility and that if a Support Agreement is not secured prior to the expiration of the Warranty Period, Customer is agreeing to support at Genfare's then-current time and materials rates or as otherwise quoted by Genfare.

5. UPDATES.

During the applicable Software Warranty Period, Genfare shall, at no charge, provide Customer with non-feature software updates to the version of Software installed at the Customer's location and, if the Equipment is sent to Genfare for

Warranty repair, those revision level updates deemed necessary by Genfare. Non-feature software updates and revision level updates do not generally include additional equipment, such as hardware memory, which enables the upgrades to function in the existing Equipment of Customer. Customer may purchase this additional equipment from Genfare. Updates will be provided based on compatibility and based on Genfare's reasonable determination that a Software update will resolve an issue the Customer is experiencing. Genfare reserves the right to provide Customer with a Hotfix to resolve an issue between scheduled releases. Any firmware provided by Genfare to Customer is recommended to be tested in a user acceptance testing environment prior to deployment to Customer's production environment, Genfare's warranty does not cover issues experienced by Customer where Customer deployed firmware to Customer's production environment without first testing in the user acceptance testing environment.

6. DEFAULT AND TERMINATION. Genfare may suspend or immediately terminate this Warranty and all of its performance under this Warranty, upon notification to Customer, if Customer: (a) makes any unauthorized modifications to the Equipment or Software; (b) purchases non-OEM supplied parts during the warranty period (c) does not regularly perform preventative maintenance and is unable to show service records or other documentation reasonably requested by Genfare; (d) uses an unauthorized repair facility; (e) assigns or transfers the Customer's rights or obligations under this Warranty without the prior written consent of Genfare; (f) becomes bankrupt or insolvent, or is put into receivership; or (g) has not paid Genfare all amounts for services, advance replacement parts supplied under this Warranty, or other additional charges within thirty (30) days of receipt of written notice from Genfare. If this Warranty is terminated by Genfare, Customer shall remain liable for all amounts due to Genfare. If Genfare suspends the warranty under Section 6(a), 6(b), 6(c), or 6(g), Customer will have the opportunity to cure and must do so within ninety (90) days of Genfare providing notice to Customer. If Customer does not cure within the allotted period, the warranty will terminate upon expiration of the cure period. To cure, Customer must remedy the default in the manner required by Genfare in Genfare's notice of default to Customer. The term of Customer's Warranty Period will continue to run during any cure period.

7. LIMITATIONS AND QUALIFICATIONS OF WARRANTY.

This Warranty does not apply to normal consumable items, items which are replaced in usual and scheduled preventative maintenance such as ball bearings, belts, batteries, cables, gears, rollers, etc. (a full list of consumable items can be provided upon request) nor does it apply to any damage, defect or failure caused by:

- a) any part of the Equipment or Software having been modified, adapted, transported or relocated by any person other than Genfare personnel, a Genfare authorized service agent or Genfare approved technician without Genfare's prior written consent;
- b) improper installation, operation or maintenance by Customer or a third party;
- c) storage or environmental characteristics which do not conform to the applicable sections of the appropriate Genfare Equipment Manual;
- d) failure to conform with the Equipment Operating Instructions in the applicable Genfare Equipment Manual or the Minimum System Requirements for the Network Manager or Server (including failure to perform regular backups);
- e) inaccurate or incomplete information or data supplied or approved by Customer;
- f) external causes, including external electrical stress or lightning, or use in conjunction with incompatible equipment, unless such use was with Genfare's prior written consent;
- g) cosmetic damage (including graffiti);
- h) accidental damage, negligence, neglect, mishandling, abuse or misuse, other than by Genfare personnel, a Genfare authorized service agent or Genfare approved technician; or
- i) Force Majeure (as defined in Genfare's Terms and Conditions of Sale);
- j) Customer implementing a software update without having a User Acceptance Testing environment available prior to implementation of the software update
- k) Improper or inadequate testing of a software update or release in Customer's User Acceptance Testing environment prior to implementation of such software update or release in Customer's production environment.

8. LIMITATION ON DAMAGES.

a) THE WARRANTY STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY AND SOLE AND EXCLUSIVE REMEDY FOR THE EQUIPMENT, SOFTWARE, AND/OR SERVICES. GENFARE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY, AND NONINFRINGEMENT. EXCEPT AS SPECIFICALLY SET FORTH ABOVE, TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE SERVICES AND SOFTWARE ARE PROVIDED #AS IS.# GENFARE DOES NOT WARRANT THAT: (1) OPERATION OF ANY OF THE SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE, (2) FUNCTIONS CONTAINED IN THE SERVICES AND SOFTWARE SHALL MEET THE CUSTOMER'S REQUIREMENTS, OR (3) THE SERVICES OR SOFTWARE SHALL OPERATE IN COMBINATION WITH (I) OTHER HARDWARE OR SOFTWARE OTHER THAN HARDWARE AND SOFTWARE EXPRESSLY APPROVED OR RECOMMEND BY GENFARE IN WRITING, OR (II) UNSUPPORTED VERSIONS OF THE SOFTWARE

b) EXCEPT AS OTHERWISE EXPRESSLY AGREED BY THE PARTIES, GENFARE SHALL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY. GENFARE'S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATIONS UNDER THIS WARRANTY OR ANY OTHER LIABILITY UNDER OR IN CONNECTION WITH THE EQUIPMENT SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF THE EQUIPMENT.

c) EVEN IF GENFARE HAS BEEN ADVISED OF THE POSSIBILITY OF THEM, GENFARE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST A CUSTOMER BY A THIRD PARTY, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.