

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
KEOLIS TRANSIT SERVICES, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2017 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and KEOLIS TRANSIT SERVICES, LLC, a Delaware limited liability company registered to do business in California ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Senior Transportation Programs services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal, attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## 2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit A. Consultant's total annual compensation shall not exceed One Hundred Ninety-Seven Thousand Twenty Dollars (\$197,020.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on June 30, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in

accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail

over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Keolis Transit Services, LLC  
6053 W. Century Blvd., Suite 900  
Los Angeles, CA 90045  
Tel: (310) 981-9500 ext. 180  
Attn: Stephen W. Shaw

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5065  
Attn: Justin Martin

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all

costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to

indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be



liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

Stephen W. Shaw  
Signature

Date: \_\_\_\_\_

Stephen W. Shaw, President and CEO  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

**CITY OF COSTA MESA**

Thomas R. Hatch  
Thomas Hatch  
City Manager

Date: 8/31/17

ATTEST:

Brenda Green 9/6/17  
Brenda Green  
City Clerk



APPROVED AS TO FORM:

Thomas Duarte  
Thomas Duarte  
City Attorney

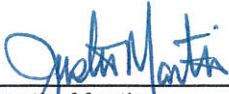
Date: 08/30/17

APPROVED AS TO INSURANCE:

Ruth Wang  
Ruth Wang  
Risk Management

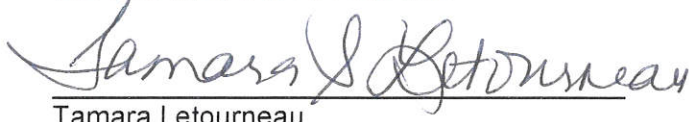
Date: 8/18/17

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Justin Martin  
Project Manager

Date: 8/14/17

DEPARTMENTAL APPROVAL

  
\_\_\_\_\_  
Tamara Letourneau  
Assistant City Manager and  
Administrative Services Director

Date: 8/30/17

APPROVED AS TO PURCHASING:

NN   
\_\_\_\_\_  
Stephen Dunivent  
Interim Finance Director

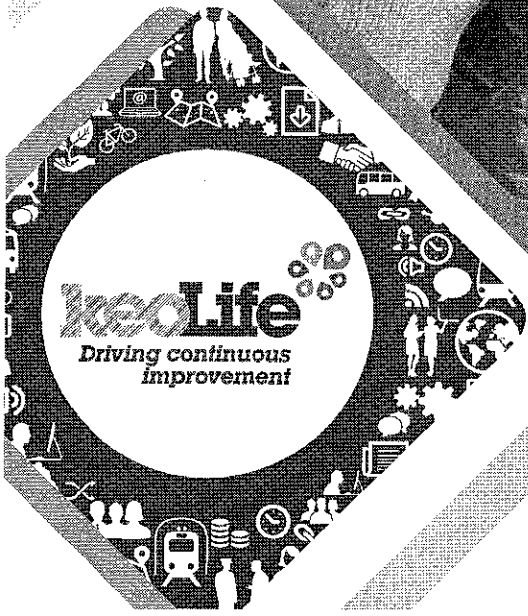
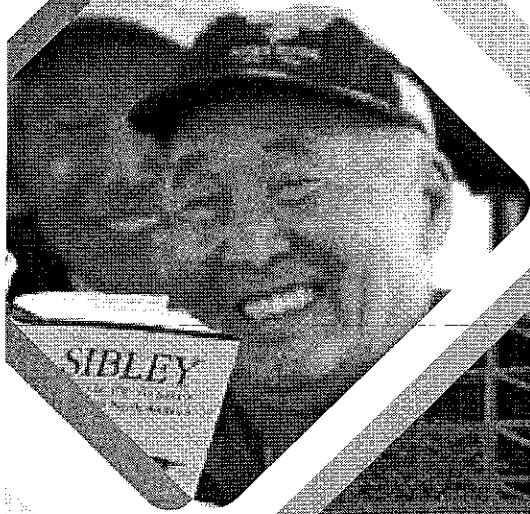
Date: 8-29-17

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**

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Electronic

KeoLife



RFP No. 17-19

Senior Transportation Programs  
City of Costa Mesa

TECHNICAL PROPOSAL

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# 1 | VENDOR APPLICATION FORM & COVER LETTER



**RFP Requirement:** Complete Appendix B, Forms and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed.

## COVER LETTER

May 10, 2017

Nina Naranjo  
Buyer/RFP Facilitator  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92628

**RE: Request for Proposal (RFP) for Senior Transportation Programs**

Dear Ms. Naranjo:

Keolis Transit Services, LLC (KTS), a subsidiary of Keolis Transit America, is pleased to present the enclosed proposal for the continued operation of the Senior Transportation Programs for the City of Costa Mesa. As you know, Western Transit Systems (WTS), a wholly owned subsidiary of Keolis Transit America, has been successfully operating service for Costa Mesa residents since 1998. Although we have renamed the operating entity, the operational environment and our experience and rich history in the City of Costa Mesa remains.

We have reviewed the RFP and associated documents and we are confident that we will fulfil all requirements as outlined in the RFP. Our proposal reflects an offer in line with the requirements of the RFP and in consideration of the evaluation criteria as outlined including:

- » **Completeness of Submittal:** response to all items requested in the RFP.
- » **Experience and Capabilities:** the only company with direct experience successfully operating the City's service; driver longevity and experience with the individual passengers, geography, and community trip generators.
- » **Approach and Methodology:** the only company with a proven approach.
- » **Staffing:** the only provider with dedicated staff known to the City and in the community.
- » **Qualifications:** Headquartered here in Southern California, KTS, LLC is well positioned and highly qualified to perform and further support the service out of the operating facility strategically located in close proximity to both the 405 and 22 Freeways at 13591 Harbor Boulevard in Garden Grove—less than 15 miles from the City's center.
- » **Cost Proposal:** an approach that provides the best value to the City, maintaining the stability of the system for the passengers, and a company completely familiar with the system requiring no learning curve and no costly transition.



# 1 | VENDOR APPLICATION FORM & COVER LETTER



We are confident that the Keolis approach is the best solution for the Senior Transportation Programs, offering familiarity, sensitivity, and dependability to the passenger base. As the evaluation committee reviews our proposal, please do not hesitate to contact me at 310-303-2512 or at sandi.hill@keolisna.com for additional information. We look forward to a continued positive working relationship with the City.

Sincerely,

A handwritten signature in cursive script that reads "Sandi Hill".

Sandi Hill  
VP of Business Development  
Office: (310) 981-9500 ext. 109  
Mobile: (310) 303-2512  
sandi.hill@keolisna.com

A handwritten signature in cursive script that reads "Steve W. Shaw".

Steve Shaw  
President & CEO  
Office: (310) 981-9500 ext. 180  
steve.shaw@keolisna.com

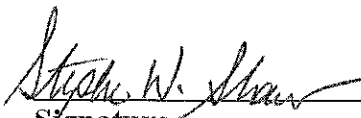
**ADDENDUM NO. 1****I. GENERAL INFORMATION**

- 2. Schedule of Events:** This Request for Proposal shall be governed by the following schedule:

Release of RFP	April 19, 2017
Mandatory Pre-Proposal Meeting	April 26, 2017 at 9:00 a.m.
<b><u>Deadline for Written Questions</u></b>	<b><u>May 4, 2017 before 3:00 p.m.</u></b>
Responses to Questions Posted on Web	May 5, 2017
Proposals are Due	May 10, 2017 before 11:00 a.m.
Interview (if held)	NOT APPLICABLE
Approval of Contract	TBD

\*\*All dates are subject to change at the discretion of the City.

*All other provisions of the request for proposal shall remain in their entirety.  
Vendors hereby acknowledge receipt and understanding of the above Addendum.  
Complete and submit this Addendum with your proposal.*

 5/8/2017  
Signature Date

Stephen W. Shaw, President & CEO  
Typed Name and Title

Keolis Transit Services, LLC.  
Company Name

6053 W. Century Blvd. Suite 900  
Address

Los Angeles, CA 90045  
City State Zip



**Names & Titles of Corporate Board Members**

(Also list Names &amp; Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
<u>Stephen W. Shaw</u>	<u>President &amp; CEO, Keolis Transit America</u>	<u>(310) 981-9500 x180</u>
<u>Clement Michel</u>	<u>President &amp; CEO, Keolis North America</u>	<u>+1 857-304-0214</u>
<u>Joseph Cardoso - VP &amp; CFO, Treasurer and Assistant Secretary</u>		<u>(310) 981-9500 x181</u>
<u>Susan Herlick</u>	<u>Secretary</u>	<u>(301) 529-0675</u>
<u>Liana Deveso</u>	<u>Assistant Treasurer</u>	<u>(310) 981-9500 x163</u>

Federal Tax Identification Number: 90-0819895City of Costa Mesa Business License Number: 03455 \*please see attached certificate

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: January 31, 2018



**CITY OF COSTA MESA  
BUSINESS LICENSE TAX CERTIFICATE - 03455**

77 FAIR DRIVE • COSTA MESA, CA 92626  
PO BOX 1200 • COSTA MESA, CA 92628-1200  
PHONE (714) 754-5234 FAX (714) 754-5149

**BUSINESS NAME** YELLOW CAB OF GREATER ORANGE COUNTY  
**BUSINESS** 13591 HARBOR BLVD  
**LOCATION** GARDEN GROVE, CA 92843-3818

**EXPIRATION DATE:** January 31, 2018  
**DESCRIPTION:** TAXI SERVICE

**PRINCIPAL'S NAME:** LARRY SLAGLE  
DIANE SLAGLE

YELLOW CAB OF GREATER ORANGE COUNTY  
13591 HARBOR BLVD  
GARDEN GROVE, CA 92843-3818

**ISSUED FOR TAX PURPOSES ONLY - NOT TRANSFERABLE  
TO BE POSTED IN A CONSPICUOUS PLACE**

This Business Tax Certificate does not guarantee compliance with State or Federal licensing requirements. Issuance of this certificate indicates that the entity has paid the applicable Business Tax, pursuant to the CMMC Title 9 Chapter 1, and is issued for revenue purposes only.

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

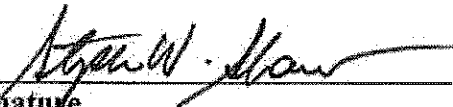
Yes \_\_\_\_\_ No X

If the answer is yes, explain the circumstances in the following space.

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP No. 17-19 SENIOR TRANSPORTATION PROGRAMS** at any time after **April 19, 2017**.

  
Signature

Date: 5/4/2017

Stephen W. Shaw  
Print

**OR**

I certify that Proposer or Proposer's representatives have communicated after **April 19, 2017** with a City Councilmember concerning **RFP No. 17-19 SENIOR TRANSPORTATION PROGRAMS**. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print

**DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

---

NONE



COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: Keolis Transit Services, LLC.

Company Legal Status (corporation, partnership, sole proprietor etc.): corporation

Active licenses issued by the California State Contractor’s License Board: not applicable (Evidence of good standing w/ CA state attached)

Business Address: 6053 W. Century Blvd. Suite 900 Los Angeles, CA 90045

Website Address: www.KeolisNorthAmerica.com

Telephone Number: (310) 981-9500 Facsimile Number: (310) 981-9500 x109

Email Address: busdev@keolisna.com

Length of time the firm has been in business: 5 years Length of time at current location: 5 years

Is your firm a sole proprietorship doing business under a different name: Yes X No

If yes, please indicate sole proprietor’s name and the name you are doing business under: n/a

Is your firm incorporated: X Yes No If yes, State of Incorporation: Delaware

Federal Taxpayer ID Number: 90-0819895

Regular business hours: 8 AM - 5PM PST

Regular holidays and hours when business is closed: New Years Day; President's Day; Memorial Day; Labor Day

Independence Day; Day of & Day After Thanksgiving; Day of & Day After Christmas; New Years Eve

Contact person in reference to this solicitation: Sandi Hill

Telephone Number:(310) 981-9500 x109 Facsimile Number: (310) 303-2512

Email Address: sandi.hill@keolisna.com

Contact person for accounts payable: Jessie Wilcox

Telephone Number: (714) 490-4409 Facsimile Number: (714) 490-4417

Email Address: jwilcox@yellowcab.com

Name of Project Manager: Mark Slagle

Telephone Number: (714) 490-4402 Facsimile Number: (714) 365-4207

Email Address: mark.slagle@keolisna.com

**State of California**  
**Secretary of State**

CERTIFICATE OF STATUS

ENTITY NAME: KEOLIS TRANSIT SERVICES, LLC

REGISTERED IN CALIFORNIA AS: KEOLIS TRANSIT SERVICES, LLC

FILE NUMBER: 201209610303  
REGISTRATION DATE: 04/05/2012  
TYPE: FOREIGN LIMITED LIABILITY COMPANY  
JURISDICTION: DELAWARE  
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is qualified to  
transact intrastate business in the State of California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this  
certificate and affix the Great Seal  
of the State of California this day of  
February 6, 2017.

A handwritten signature in black ink, appearing to read "Alex Padilla".

**ALEX PADILLA**  
Secretary of State

**COMPANY PROFILE & REFERENCES****(Continued)**

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of La Habra Telephone Number: (562) 905-9619

Contact Name: Josie Anderson Contract Amount: 192,000

Email: janderson@lahabracaca.gov

Address: 201 E. La Habra Blvd. La Habra, CA 90631

Brief Contract Description: Senior Shuttle services for the City of La Habra..

Company Name: City of Anaheim Telephone Number: (714) 765-4502

Contact Name: Maureen Richardson  
Wendy Solorio Contract Amount: 324,000

Address: 250 E. Center St. Anaheim, CA 92805

Email: wsolorio@anaheim.net | mrichardson@anaheim.net

Brief Contract Description: Transportation services for the City of Anaheim senior mobility program.

Company Name: City of Yorba Linda Telephone Number: (714) 961-7185

Contact Name: Valerie Passarella Contract Amount: 99,000

Email: vpassarella@yorba-linda.org

Address: 4501 Casa Loma Ave. Yorba Linda, CA 92886

Brief Contract Description: Transportation services for the City of Yorba Linda's senior mobility program.

Company Name: City of Placentia Telephone Number: (714) 993-8222 (veronica)  
Veronica Ortiz

Contact Name: Aileen Munoz Contract Amount: 55,000

Address: 401 E. Chapman Ave., Placentia, CA 92870

Email: vortiz@placentia.org | almunoz@placentia.org

Brief Contract Description: Transportation services for the City of Placentia senior mobility program.

Company Name: City of Seal Beach Telephone Number: (562) 431-2527 ext. 1322 (michael)  
Michael Ho

Contact Name: Vanessa Rodriguez Contract Amount: 240,000

Email: mho@sealbeachca.gov | invoices@sealbeachca.gov

Address: 211 8th Street, Seal Beach, CA 90740

Transportation services for the City of Seal Beach senior mobility program.

**STAFFING PLAN**

**1. Primary Staff to perform Agreement duties**

<b>Name</b>	<b>Classification/Title</b>	<b>Years of Experience</b>
Mark Slagle	Project Manager	25 years
Dom Dang	Maintenance Manager	40 years
Cindy Alcazar	Administrative Coordinator	15 years
Jessica Rodriguez	Lead Dispatcher Reservationist	7 months
Victor Tablas	Operations Supervisor	17 years
Ellain Kirby	Driver	9 years
Carol Ruiz	Driver	7 years

**2. Alternate staff** (for use only if primary staff are not available)

<b>Name</b>	<b>Classification/Title</b>	<b>Years of Experience</b>
Mike Ake	Primary Corporate Support/ SVP Operations	24 years

\* Additional support is provided from other local operations

Substitution or addition of Proposer’s key personnel in any given category or classification shall be allowed only with prior written approval of the City Project Manager.

The Proposer may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service required. Assignment of additional key personnel shall be subject to City Project Manager approval. City reserves the right to have any of Contractor personnel removed from providing services to the City under this Agreement. City is not required to provide any reason for the request for removal of any Contractor personnel.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/05/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW...

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement...

PRODUCER: McGriff, Seibels & Williams of Oregon; CONTACT NAME, PHONE, FAX, ADDRESS; INSURER(S) AFFORDING COVERAGE: ACE American Insurance Co.

COVERAGES CERTIFICATE NUMBER: 9WFB85G REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN...

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are named as an Additional Insured...

CERTIFICATE HOLDER CANCELLATION

City of Costa Mesa City Hall Attn: Office of the City Clerk 77 Fair Drive Costa Mesa, CA 92628-1200

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE [Signature]

# 2 | BACKGROUND & PROJECT SUMMARY



**RFP Requirement:** *The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Attachment A, Scope of Work, of this RFP.*

There is no other contractor that understands the City, the work to be done, and the objectives to be accomplished for the Senior Transportation Programs better than Keolis. We currently provide professional transportation services designed to meet the identified needs of the local community's senior population: an effort we feel passionately about. Should the City decide to maintain their current partnership with Keolis, we will continue to deliver high-caliber services tailored to the community's needs. Our team has been, and will continue to be, focused on the provision of safe, reliable transportation to and from City-sponsored events and activities within Costa Mesa and other Orange County locations. Keolis will also continue to provide transportation to Los Angeles County medical facilities, as requested, in line with the Medical Transportation Program.

Our local staff will continue to:

- » Meet with City staff to discuss service, as requested. Lines of communication are always open.
- » Provide door-to-door service and special assistance to our passengers, as necessary.
- » Comply with all state and federal regulations relating to driver training, licensing, vehicle inspections, maintenance documentation, and allowable hours-on-duty requirements, drug and alcohol testing, etc. relative to all service provided .
- » Participate in, and assist with, on-going customer relations efforts, as coordinated by the City.
- » Work in partnership with the City assigned "Project Manager" regarding management and day-to-day operations.
- » Provide staff to ensure efficient and timely administration of reservations, scheduling, and dispatch of City senior transportation trips. Do so in accordance with the service schedules and policies set forth by the City, and in line with customer service objectives.

- » Provide trained and properly licensed substitute drivers in the event of an absence of an assigned/designated driver.
- » Provide drivers that are legally licensed to operate a motor vehicle in the State of California; in good standing with the DMV; able to speak, understand, and read English adequately; inherently inclined to treat all passengers with respect, courtesy, and compassion.
- » Provide Bi-lingual drivers whenever possible.
- » Maintain an effective recruiting and hiring program in case of unexpected turnover. Having said that, we have experienced minimal turnover since the inception of the contract.
- » Provide professional uniforms to be worn by drivers while operating vehicles in City service in order to convey a professional image at all times.
- » Provide all necessary operating equipment for drivers and supporting office personnel, if applicable.
- » Provide driver feedback about schedules, customer needs, vehicle maintenance, and working conditions on a regular basis.
- » Conduct comprehensive 80 hour training program for any new hires and a minimum of 12 hours of refresher training provided by certified trainer. Any employee transporting the City's passengers will have completed our comprehensive training program.
- » Ensure that all training and certifications are current for each assigned driver, and that service policies, passenger fares, and City objectives are understood by drivers.
- » Comply with federal and state regulations pertaining to licensing and operation of vehicles, found in the California Vehicle Code, California Administrative Code, Title 13, and The Federal Motor Carrier Safety Regulations.
- » Comply with the California OSHA requirements, which includes maintaining Keolis' existing injury and illness prevention program. We will also provide qualified and trained personnel to answer and properly respond to all telephone, facsimile calls for senior transportation trip

# 2 | BACKGROUND & PROJECT SUMMARY



reservations, cancellations, ride check status, service inquiries, and general information requests.

at the Senior Center as well as any requested weekend transportation .

- » Provide a computerized system for trip reservations, scheduling, and dispatch of senior transportation services. The system will also enable business intelligence gatherings that provide accurate records and reports relative to the performance of the Senior Transportation Programs.
- » Work with City to jointly revise and refine the service levels, based on actual service demand, to maximize service efficiency. This will be accomplished via regular communication with the City's "Project Manager" and will be tied to ridership patterns.
- » Notify the City within 24 hours of any accidents/incidents and follow up on any accidents/incidents, where appropriate, to ensure that any unresolved safety hazards or liability issues are addressed.
- » Provide the monthly Safety and Security Reporting Form to the City with the invoice, as requested.
- » Provide monthly invoice for services rendered in the format provided by the City, with all relevant back-up documentation, including monthly operations summaries.
- » Submit separate billing for the Medical Transportation Program (MTP).
- » Ensure vehicles are thoroughly clean and free of body damage, projecting a positive image for the City.
- » Review driver daily inspection logs to confirm accordance with state requirements.
- » Complete Preventative Maintenance Inspections (PMI) and do so in accordance with OEM requirements.
- » Provide detailed invoices for the preceding month, sent in no later than the 15th day of service
- » Operate the Senior Transportation Program Monday through Friday, between the hours of 7:30 a.m. (or earlier) until 5 p.m. (or later) excluding City observed holidays. Also provide transportation to and from special events

KEOLIS WILL CONTINUE TO PROVIDE SAFE, CLEAN, ADA ACCESSIBLE VEHICLES WITH APPROPRIATE SIGNAGE.

To include the vehicle currently provided 2009 Ford E450 with 2 wheel chair positions and can accommodate 16 with no wheel chairs on board.

Our staff will also continue to utilize and insure the vehicles provided by the City as described below.

- » 15644 (CM211) 2006, El Dorado
- » 32672 (CM 219) 2007, El Dorado

# 3 | COMPANY EXPERIENCE & CAPABILITIES



## A - FIRM & TEAM EXPERIENCE

**RFP Requirement:** *a. Identify the years of experience your firm and the principals who will be assigned to work with the City have in providing project manager services for governmental agencies. Please indicate years of experience both on a firm and an individual basis.*

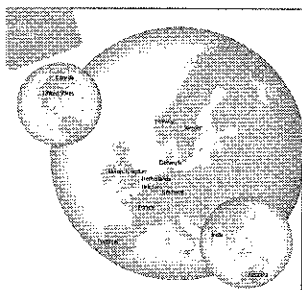
In 1999, Keolis' brand was born out of a merger of major players within the French transit market. In 2009, Keolis entered the United States market when it was awarded the Virginia Railway Express (VRE), a commuter rail service that transports passengers from the state of Virginia to Union Station in Washington, D.C. Operations have been very successful with record ridership and improved on-time performance since takeover, notably through heightened partnership with VRE management on ridership incentives involving Keolis' staff.

In November 2011, Keolis further demonstrated its commitment to develop its operations in the U.S. through the acquisition of Tectrans, Inc. Tectrans represented a unique combination of decades of public transit experience in the United States with knowledgeable executives who welcomed the opportunity to join a global team known for its best practices and international expertise. Western Transit Systems (WTS) was part of this acquisition!

Keolis is dedicated to providing best-in-class passenger transportation solutions for our customers and making them socially and economically attractive. This is why Keolis has developed a program of international information exchange in all functional areas, so as to foster global excellence.

### KEOLIS IN THE UNITED-STATES

Keolis Transit America is led by a team that brings more than 300 years of combined experience in the transit industry. This has positioned Keolis as a preferred transportation provider in the U.S. The Keolis team achieves success through customer focus, along with the implementation of new technologies and transportation best practices for both new and current customers.



### PROFILE OF THE FIRM

Keolis is a leading public transit operator in the United States and around the world, and has served more than three billion passengers. We are established in 16 countries, across four continents, and our success is made possible through more than 60,000 employees world-wide. We develop customized transit solutions to meet the needs of local agencies that are consistent with the changing mobility needs of today's passengers.

We deploy modern, efficient, and sustainable transportation systems through a common culture shared throughout the company. We associate innovation with a comprehensive understanding of systems, lifestyle patterns, and passenger behavior. As a partner to public transit agencies, Keolis' methodology adapts to changing local passenger needs and customer expectations.

Keolis brings its clients a full range of expertise and solutions, developed through a strong culture of knowledge management, firmly rooted within Keolis, across all of its subsidiaries and functional areas.

Keolis has a proven track record in reaching high standards of reliability, availability, and punctuality, achieved through the implementation of best practice operations and maintenance processes. In addition to operational quality, Keolis strives to provide best value for money spent for each of our clients. These processes have been developed to drive productivity and continuous improvement within the City of Costa Mesa and all of our operations around the world.

As part of the Keolis family of companies, the operation formerly known as Western Transit Systems (WTS) is backed by the full support of our corporate resources and expertise. Our local team serving Costa Mesa shares a corporate commitment to provide the highest quality, integrated transportation services to the transportation-dependent community. From the creation of a transportation idea to the completion of a contract, we are able to bring our clients' strategic and operational vision to life with quality that is unlike any other.

**\*Please see the next page for a list of our firm's experience.**



FIGURE 3.1 » ENTITY LIST FOR THE PAST FIVE YEARS

	CITY	STATE	MODE/DESC.	STATUS	VEHICLE COUNT	# OF EMPLOYEES	CUSTOMER SINCE	CONTACT NAME	ADDRESS
SOUTHERN NEVADA SOUTH REGION	LAS VEGAS	NV	FR	ACTIVE	268	687	2013	MS. MJ. MAYNARD	600 S. GRAND CE
	POMPAHO BEACH	FL	FR	ACTIVE	33	71	2003	MR. CHAD BEITS	800 NW 33RD ST
PORT SHTL/BROWARD COUNTY AVIATION	FORT LAUDERDALE	FL	FR (SHTL)	ACTIVE	62	121	2008	MR. KEVIN HAAS	2200 SW 45TH ST
	FRESNO	CA	PARA	ACTIVE	57	99	2013	MR. JIM SCHAAD	2223 G STREET, F
ATA) BLUEGO	NAPLES	FL	FR, PARA	INACTIVE	53	98	2010	MS. MICHELLE ARNOLD	3299 TAMiami TR
	STATELINE	CA	FR, PARA	INACTIVE	38	60	2011	MR. CARL HASTY	P.O. BOX 499, ZEP
GARDEN GROVE	LANCASTER	CA	PARA	ACTIVE	43	83	2012	MR. ROGELIO GOMEZ	3449 SANTA ANIT
	MONROVIA	CA	DAR	ACTIVE	10	21	2010	MR. BRIAN O'DONNOR	415 S. IVY AVE., M
ANAHEIM	GARDEN GROVE	CA	FR (RC)	ACTIVE	22	40	1985	MS. MARTA VASQUES	1525 NORTH TUST
	ANAHEIM	CA	FR (RC)	ACTIVE	22	40	2005	MR. AARON FLORES	225 CARL KARCHI
SAN FERNANDO + SANTA CLARITA (N)	CONCORD	CA	FR (RC)	ACTIVE	39	46	2011	MS. PRISCILLA GOMEZ	500 DAVIS STREE
	LOS ANGELES	CA	FR (RC)	ACTIVE	108	45	2008	MS. KIM ROLFES	15400 SHERMAN'
LA HABRA	NORTH RIDGE	CA	FR (SHTL)	ACTIVE	6	11	2010	MS. ASTRID LOGAN	18111 NORDHOFF
	ANAHEIM	CA	DAR (SR)	ACTIVE	4	2	2001	MS. MAUREEN RICHARDSON	251 E CENTER ST.
INGLEWOOD	COSTA MESA	CA	DAR (SR)	ACTIVE	2	3	2002	MR. RAY HULL	695 W. 19TH STRI
	LA HABRA	CA	DAR (SR)	ACTIVE	3	2	1985	MS. JOSIE ANDERSON	101 W. LA HABRA
FOR MOBILITY PROGRAM	INGLEWOOD	CA	SHUTTLE	INACTIVE	1	1	2012	MS. FAY WILLIAMS	105 SOUTH PRAIR
	CARSON	CA	FR	INACTIVE	1	6	2010	MS. CYNTHIA JONES-HUNTER	1000 EAST VICTOR
LAUDERDALE-BY-THE-SEA	ORANGE	CA	SR, SHTL	INACTIVE	2	2	2011	MR. ROBERT GEBO	170 S. OLIVE STRI
	LAUDERDALE-BY-THE-SEA	FL	FR	INACTIVE	1	1	2011	MS. TONY BRYAN	4501 N. OCEAN DR
CORAL GABLES	PINECREST	FL	FR	INACTIVE	2	2	2012	MS. YOCELIN GALIANO GOMEZ	12645 PINCREST
	CORAL GABLES	FL	FR	INACTIVE	11	27	2012	MR. KEVIN KINNEY	4133 LEJUNE RD.,
MIAMI	MIAMI	FL	FR	INACTIVE	34	90	2012	MR. CARLOS CRUZ-CASAS	444 SW 2ND AVEN
	OPA LOCKA	FL	FR	INACTIVE	2	3	2011	MR. MOHAMMAND MASIR	12950 LEJEUNE R
MIAMI	LOS ANGELES	CA	FR	INACTIVE	3	3	2012	MR. ARMINE HOVSEPYAN	900 S. FREMONT
	LOS ANGELES	CA	FR	INACTIVE	2	5	2011	MR. JOHN ZEIGLER	900 S. FREMONT
PALM BEACH	LOS ANGELES	CA	FR	INACTIVE	2	5	2011	MS. VANESSA RACHAL	900 S. FREMONT
	SEAL BEACH	CA	DAR	ACTIVE	4	3	2010	MR. CESAR RENGAL	211 8TH ST. SEAL
PLACENTIA	PLACENTIA	CA	DAR	ACTIVE	1	1	2012	MR. ROSANNA RAMIREZ	401 E. CHAPMAN
	YORBA LINDA	CA	DAR	ACTIVE	1	1	2013	MS. APRIL BAISON	4845 CASA LOMA
HUNTINGTON BEACH	HUNTINGTON BEACH	CA	SHTL	INACTIVE	4	6	2009	MS. GUITA SHARIE	9451 INDIANAPOL
	VAN NUYS	CA	SHTL	ACTIVE	6	3	2010	MR. ALEX PELAEZ	655 SAN FERNAN
MERCED	MERCED	CA	DAR	INACTIVE	38	28	2010	MR. CURTIS RIGGS	710 WEST 16TH S
	POMONA	CA	DAR/DAC/TAXI	INACTIVE	198	36	2010	MR. GEORGE SPARKS	2120, FOOHILL B
ORANGE	ORANGE	CA	DR (TAXI)	ACTIVE	380	11	2013	MR. CURT BURLINGAME	550, SOUTH MAIN

# 3 | COMPANY EXPERIENCE & CAPABILITIES



## LOCATIONS

Keolis has transportation facilities across the United States, including four offices in the Los Angeles/Orange County area:

- » Garden Grove – 45 employees
- » Los Angeles – 47 employees
- » Lancaster – 79 employees
- » Van Nuys – 163 employees

## WESTERN TRANSIT SYSTEMS (NOW KEOLIS TRANSIT SERVICES, LLC)

In June of 2006, Western Transit Systems (WTS) was acquired by Tectrans, Inc. Ten years later, following the acquisition of Tectrans by Keolis, this group has even greater access to transportation industry best practices, management talent, and operations support than ever before. This local team is highly qualified to serve the City's Senior Transportation Programs and has expertise in American with Disabilities Act (ADA) transportation, dial-a-ride, taxicab overflow, and subscription service.

Prior to the acquisition, WTS was a locally owned and operated California corporation and a premier full-service passenger transportation provider successfully operating contracted transportation services throughout Orange County, California. With sister company Yellow Cab of Greater Orange County, a full spectrum of transportation services throughout Orange County are provided.

This local team currently operates transportation services on behalf of its clients through eight primary contracts, for service in more than 30 Southern California communities. With Yellow Cab, transportation service is provided using a fleet of 230 client-and-company-owned vehicles, with more than 300 dedicated transportation professionals.

Our most relevant experience is directly operating this service for the City of Costa Mesa since 1998. This experience provides us a unique perspective and has allowed us the opportunity to work with the City over the years and find the best method to serve the system passengers.

Currently, Keolis operates a two bus system for the City, which has been serviced by the same vehicle operator team that the riders have come to depend on for the past 7 years. As you know, the current program consists of the following:

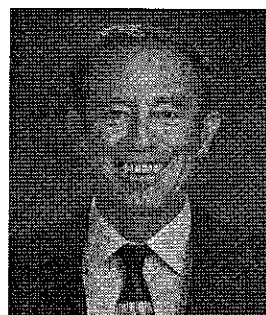
- » Senior Mobility Program – Utilized by senior residents to travel to any location within three miles outside of Costa Mesa city limits. Service is provided Monday through Friday from 7:30 a.m. to 5:00 p.m.
- » Medical Transportation Program – Utilized by senior residents to attend medical appointments within the City limits and outside (in Los Angeles County as well).

## B - FIRM & TEAM PROJECT MANAGEMENT EXPERIENCE

**RFP Requirement:** *b. Identify the number of issues for which your firm and the principals who will be assigned to work with the City have acted as lead project manager in the past three (3) years. Please indicate numbers of issues both on a firm and an individual basis.*

Please see information regarding Firm Experience in **Section 3A - Firm & Team Experience.**

## PROJECT MANAGEMENT TEAM



**M**ark Slagle, Lead Project Manager

Mr. Mark Slagle brings 26 years of transportation experience to this contract. His background encompasses safety, training, accident investigation, operations and management. Mark began his transportation career at his family's business, Riverside Taxi, and worked as a vehicle operator providing taxi services. Mark's background in fixed route, dial-a-ride, shuttle, and rail feeder operations has provided him with the experience to be a success in any public transportation system.

Mark holds primary responsibility for the overall service delivery and operational quality of the City of Costa Mesa's Senior Transportation Programs. In this role, he draws from his expertise serving seniors as well as paratransit operations to

# 3 | COMPANY EXPERIENCE & CAPABILITIES



manage the service from the company's Garden Grove facility. Mark is also responsible for the safe transportation of more than 20,000 passengers every month and supervises a staff of more than 45, providing service through a fleet of 48 vehicles. Mark has had direct oversight of this service since 2013. He is intimately familiar with this contract and better positioned than any other proposed manager to lead this contract. He will continue to oversee the contract effectively for the term of the new contract.

As demonstrated in our current contract, the local team is actively engaged in the community through meeting attendance, local event participation, and advising staff based on our exposure in the local area. We are certainly conducting our due diligence and disclosing information as requested.

In addition, our local team and corporate support team is available for input and assistance as the local environment changes and any adjustments to the system are necessary.

Aside from the City of Costa Mesa routes, Mark also provides oversight for the following contracts from its Garden Grove facility:

- » City of Anaheim-Senior Mobility Program
- » Costa Mesa Senior Center
- » City of La Habra Senior Shuttle Service
- » Orange County Adult Achievement Center
- » City of Placentia Senior Mobility Services
- » Regional Center of Orange County

This provides for additional resources available to the City as necessary.

## C - PROPOSED TEAM PROJECT COMMITMENT

**RFP Requirement:** *c. Briefly discuss and provide examples that illustrate the firm's resources, commitment and demonstrated ability to complete all components of all projects in a timely manner, including but not limited to, attending meetings, advising staff on matters specific to the scope of service, preparing and presenting reports to City staff and members of the City Council, and assisting with due diligence and disclosure processes relevant to the scope of services.*

As the current operator for the City's service, Keolis is deeply committed to this community and the passengers we serve. In addition to the local base and support team, extensive corporate support is available within our region base, located in Los Angeles, which is in close proximity to the City offices.

# 3 | COMPANY EXPERIENCE & CAPABILITIES



RESUME | Mark Slagle | PROJECT MANAGER

**SKILLS & STRENGTHS**

**OVERVIEW**

Mr. Mark Slagle brings 26 years of transportation and supervisory experience. His background encompasses safety, training, accident investigation, operations and management. Mark began his transportation career at his family's business, Riverside Taxi, working as a vehicle operator.

**LEADERSHIP LEADERSHIP**

**EXPERIENCE**

KEOLIS TRANSIT SERVICES, LLC. (A KEOLIS COMPANY) » 2013 - CURRENT

**TECHNIQUES**

**PROJECT MANAGER**

» Responsible for day to day oversight of all systems operating out of the Keolis Garden Grove facility.

**BEHAVIOR BASED SAFETY**

YELLOW CAB OF GREATER ORANGE COUNTY (A KEOLIS COMPANY) » 2005 - CURRENT

**UNDERSTANDING HUMAN BEHAVIOR**

**SAFETY AND TRAINING MANAGER**

» Oversee all safety and training efforts for this contract. Develops refresher training programs and monitors the job performance of the operators with a constant focus on the overall safe delivery of service for passengers. Years of experience in managing the safety and training aspect of the shuttle system gives him a keen understanding of the needs of the passengers, which is supported by regular communication with the operator team.

**ACCIDENTS AND WHY PEOPLE HAVE THEM**

YELLOW CAB OF GREATER ORANGE COUNTY (A KEOLIS COMPANY) » 1990 - 2005

**DRUG AND ALCOHOL TESTING REGULATIONS**

**DRIVER/ACCIDENT INVESTIGATOR**

» Transported clients safely and on-time throughout the Orange County area. Responded to accident and incidents immediately to obtain information from all parties involved and document occurrence. Ensure that disabled vehicles were immediately dispatched to transport passengers in a timely fashion. Complete investigation documents for employee files and for insurance purposes.

RIVERSIDE TAXI » 1992 - 1995

**OPERATIONS MANAGER**

» Transported clients safely and on-time throughout the Orange County area. Responded to accident and incidents immediately to obtain information from all parties involved and document occurrence. Ensure that disabled vehicles were immediately dispatched to transport passengers in

## 1 - THE KEOLIS APPROACH

**RFP Requirement:** 1. Provide a summary of your firm's proposed services and methodology and describe how your firm will ensure the City's objectives for this project and service are met.

Under the leadership of Mark Slagle, all work for the City will be carried out utilizing proven best practices governing the City's services. Currently, the vehicle operators meet at the Keolis facility each morning at 6:30 am. At this time, the operators pre-check the Keolis-provided vehicle, and upon successful inspection, drive the vehicle to the City's storage yard. Once arrived, the operators utilize the provided space to receive additional ride requests. Daily manifests are completed while listening to the reservations requests. The driver taking the City provided vehicle performs a pre-trip inspection and upon successful completion, both drivers continue out into revenue service. Drivers are in communication with the dispatch office throughout the day to communicate information regarding each pick up. This information includes schedule, origin, destination, and any other relevant details.

## 2 - EMERGENCY PLAN OF ACTION

**RFP Requirement:** 2. Provide an alternate plan of action to provide the services to the City in the event of emergency, if your firm is not able to perform services, as outlined.

Keolis has a contingency plan in place for several types of emergencies that may take place. We will assist the City in any way possible if there is a declared emergency outside normal day-to-day traffic-related emergencies.

Day-to-day operations sometimes result in an emergency situation. The most common are vehicular in nature. If a vehicle breaks down in route, is involved in an accident, or has any other emergency, Keolis is committed to quickly restoring passenger bus service. Our dispatch staff are trained to respond to various in-service events and follow standard procedures to determine the best method of response. Once confirmed, immediate response by a road supervisor, or our dispatch staff manager, and a replacement vehicle are arranged as necessary.

To facilitate an immediate response to service disruptions, Keolis maintains an "ADA certified taxi as our "ready bus"" for daily assignment. The "ready bus" is a vehicle that has already

had a pre-trip inspection performed, is parked at the facility, and is ready to leave at a moment's notice. In the event that a replacement vehicle is needed in service, the "ready bus" is used to take-over passenger operations on the route. Typically, the original operator resumes revenue service while the road supervisor coordinates with maintenance staff and dispatch to arrange repair or towing for the stranded vehicle.

For mechanical breakdowns, a triage process is used by the dispatcher, in coordination with maintenance staff, to get the vehicle back in service, or a replacement vehicle placed in service, as quickly as possible.

Our local team will coordinate with the City's Project Manager in the event of any emergency to assess the nature of the emergency and determine how we can assist the City. With a fleet of 45 vehicles under Mr. Slagle's leadership and a fleet of taxis at the operating facility, Keolis is in a very strong position to support the City.

In addition, Keolis has a formal Safety and Security Emergency Plan (SSEP) in place that is in full compliance with federal, state, and local guidelines. It has been developed by our Vice President of Safety and Risk, specifically for this operating facility. This document provides a resource governing action in the event of out of the ordinary emergency situations occurring in service, at the facility, or non-transit related events impacting the City and its residents.

## 3 - OPERATIONS PLAN

**RFP Requirement:** 3. Fully describe the services your firm will perform to meet the criteria outlined in this RFP.

### CORPORATE SUPPORT AND OVERSIGHT

Keolis provides a complete support program to assist and direct our local operations in providing the best vehicle maintenance service to our customers. Our Regional Maintenance Manager, Mr. Daniel Moreno, provides support and management oversight to identify areas for improvement and implement best practices across all of our operating locations. Through on-line monitoring of maintenance KPIs, regular reporting, and on-site local visits, he ensures that our vehicle maintenance staff successfully implements our maintenance program to reduce or eliminate vehicle down-time and provide maximum revenue service.

# 4 | METHODOLOGY SECTION



Oversight is also accomplished through data-driven decision-making and by monitoring specific vehicle maintenance Key Performance Indicators (KPIs). Four KPI measurements are collected and reported by every location on a monthly basis. These KPIs include PMI currency, maintenance cost per mile, miles between road calls, and out of service percentage.

Maintenance KPIs are compiled, reported, and compared across regions and between similar transportation operations. Each location is then assigned a specific target score for each of the KPI measurements, creating a customized standard, appropriate for the conditions at each individual operating location. Performance is then tracked and judged against the standard, which provides a tool for local project managers and maintenance managers to use in their daily decision making. KPI reports are provided to our customers as part of the monthly operating report package (usually attached to service invoicing) and additional custom reporting is implemented for each customer as needed.

Keolis offers a comprehensive training and safety program in line with all local, state, and federal regulations. Training is the primary element of our safety program. Our operator training program provides the proper foundation for success within the role. Our operators, dedicated to the City's service, have successfully completed this training program. Although we have had very little operator turnover in over 7 years, any new operator is required to complete the formal program prior to driving in service for the City of Costa Mesa. The current operator staff receives on-going training and refresher training throughout each year.

## OPERATOR TRAINING

Keolis believes that operator training is the foundation upon which safe, dependable vehicle operations are built. Well trained and consistent operators who follow procedures in detail will ensure that buses operate on time and are dependable for our customers. As a leading provider of transportation services nationwide, Keolis leads the way with industry-proven best practices and comprehensive training programs that improve employee performance and create safe and reliable vehicle services.

## TRAINING PROGRAM OVERVIEW

The Keolis operator education program (OEP) begins with

classroom training before moving to behind the wheel training, additional certification training, and continuous training. Classroom instruction is dynamic and efficiently paced. The daily schedule includes multiple topic changes in order to maintain the interest of trainees. For an interesting classroom experience, our program includes video, graphics, workbook reading and exercises, demonstrations, group and individual exercises, and role playing, with multiple opportunities for trainee participation. All training programs meet local, state, and Federal requirements in accordance with motor vehicle codes and Cal OSHA.

## CORPORATE TRAINING SUPPORT

Keolis directly supports our local training programs with dedicated corporate support positions. The Keolis Vice President of Safety and Risk Management, Mr. Reggie Reese, and his staff provide oversight and direction for training programs to all Keolis operations, including the City of Costa Mesa. Mr. Reese oversees all safety and training program content and implementation. He not only ensures that Keolis policies are followed, but he also makes sure that all operating locations meet or exceed legal or regulatory requirements of local, state, and federal agencies.

## KEOLIS TRAINING STAFF

The majority of the training program is delivered by Mr. Slagle. Corporate support is available to every local operating location for assistance in delivering the Keolis OEP. All Safety Trainers are required to be certified as a Red Cross First Aid and CPR instructor; certified Transportation Safety Institute Transit Trainer; certified DMV Employer Testing Program Examiner; maintain a commercial driver's license with passenger endorsement; and maintain a current medical certificate.

## OPERATOR EDUCATION PROGRAM (OEP)

Keolis has implemented a training program designed to provide comprehensive and thorough training for all of our operators and operations staff. The program uses traditional classroom training as well as hands on practical experience, and takes advantage of current technology. Training is conducted by qualified and certified trainers, as well as senior staff and management for each location. Guest trainers are also incorporated for specific program topics and specialized training opportunities.

# 4 | METHODOLOGY SECTION



The standard operator training program allows for custom elements and modification to meet the needs of our individual operating locations and their clients. Using this flexible design, Keolis achieves a consistently high standard across all of our operating divisions by ensuring that critical elements of the program are implanted at every location, while specific needs of our clients are also addressed with contract-specific training.

40 hours of behind-the-wheel learning. Additional program elements provide additional training hours. However, effective training is not judged only by hours spent in class, but rather the content of the program itself. To ensure the highest quality program, Keolis has utilized several respected industry resources to build our program, including the U.S. Department of Transportation, Transportation Safety Institute, and Avatar Management Services.

The Keolis training program is a minimum of 80 hours in length, including 40 hours of classroom learning and at least

A summary of the Keolis OEP components is provided below:

Day	Category	Module	Description	Hours
1	Classroom	Introduction	Welcome & Expectations	1
	Classroom	Company Policies & Procedures	Employee Handbook	2
	Classroom	Vehicle Operations	Vehicle Introduction & Operator Manual	3
	Classroom	Project Specific Training	Customized for Every Location	2
2	Classroom	SEE#1	Safety is Every Employees #1 Responsibility	2
	Classroom	First Aid & CPR	Red Cross Certification	6
3	Classroom	Customer Care	Based on industry Customer Service Programs	8
4	Classroom	ADA/Passenger Sensitivity	Based on Passenger Assistance Training Program	8
5	Classroom	Defensive Driving	Based on Smith System	8
Total Classroom Instruction				40
6	Behind the Wheel	DVIR Training	Pre-trip Inspection Training	2
	Behind the Wheel	Securement Training	Complete Hands On ADA Training	2
7 & 8	Behind the Wheel	Closed Course Training	Vehicle Familiarization & Skills Development	8
9 & 10	Behind the Wheel	On-Road Training	Emphasize Defensive Driving & Skills Testing	8
11 to 20	Behind the Wheel	On-Route Training	Real World Testing & Evaluation	20
Total Behind the Wheel Instruction				40
Total Instruction				80

# 4 | METHODOLOGY SECTION



## SAFETY PLAN

A primary reason for our success in the City of Costa Mesa, is our commitment to safety. Keolis has developed and authored a comprehensive safety plan. One of the main priorities of the safety plan is to teach employees how to maintain attention to detail and develop good operational habits. These two attributes are critical in preventing accidents and maintaining our excellent safety record.

Safety is the most important commitment we make to the communities in which we operate service. No matter how courteous the Operator, how timely the service, or how clean the vehicle, unless the transit operation is safe, all of our other efforts are wasted. Safe operation of the vehicle is what our passengers expect from us. Confidence in the ability of our services to operate without incident promotes the continued success of the system and encourages public support for the service we provide.

Mr. Slagle works directly with the management team to develop an annual site safety plan. This plan serves as the basis for that year's safety campaign and programs.

### *SYSTEM SAFETY MANUAL*

Keolis works with the City to ensure that elements of service that are specific to this contract are included in the safety manual used at this operation. It is important to note that this is a working, customized document and can be revised as necessary.

### *MONTHLY SAFETY MEETINGS*

Mandatory monthly safety meetings are conducted to discuss topics of local importance. Safety meetings are designed to reinforce the position that safety occupies on the job while making appropriate applications to home safety for added employee value. If a safety issue needs to be discussed with a specific operator, he or she is counseled and retrained as needed.

### *SAFETY DISCIPLINE*

Keolis' operating policies and procedures outline preventive measures and sanction employees who disregard safe practices. Employees who repeatedly engage in unsafe behavior are terminated. Our safety standards are high; for this reason, Keolis focuses on the causes of all events and incidents itself, rather than on severity only. An operator who

demonstrates disdain for safety is held accountable for his/her actions, up to and including termination. Conducting facility safety evaluations, reviewing accidents, and heightening safety awareness highlight our resolve to deliver a service that is safe and actively promotes prevention.

### *CORPORATE SAFETY OVERSIGHT*

Reggie Reese, Keolis' Vice President of Safety and Risk Management, is responsible for ensuring the Keolis management team implements our national safety program and maintains compliance with all local, state and federal regulations. Our Senior Vice President of Safety and Risk Management, along with our executive management team, has developed a comprehensive safety and training effort designed to ensure that Keolis operations meet and exceed established standards for hiring, training and maintaining employees as described throughout this proposal.

Mr. Slagle, the general manager at our Anaheim facility, is responsible for ensuring implementation of our national safety program. Reggie Reese, our Vice President of Safety and Risk Management monitors the local management team regularly by auditing local safety efforts, reviewing all accident and injury claims, reviewing monthly performance statistics, coordinating corporate assets to address specific deficiencies found on the local level, and working on issues regarding training and accident investigation.

### *SAFETY COMMITTEE*

The safety committee is a major element of the safety awareness program, and employee involvement is critical. The primary function of the safety committee is to review performance trends, analyze causation, develop practical solutions and implement them for continued improvement.

### *ACCIDENT PREVENTION*

An operator who drives for years without an accident has developed the ability to maintain attention to detail, good operating habits, and has become self-motivated for success. Emphasis on attention to detail starts in training and continues throughout service operations such as morning observation of the DVIR process. Observation serves two purposes; to encourage attention to detail and ensure the DVIRs are being done properly. Positive reinforcement includes encouragement and praise for accident-free driving record by recognizing this accomplishment.



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### *SEATBELT ENFORCEMENT*

Shuttle operators are required to visually determine if the passenger has placed their seatbelt on and will not move the vehicle until each passenger has done so.

### *SAFETY TRAINING – PASSENGERS REQUIRING WHEELCHAIR LIFTS*

All vehicle operators are trained to use wheelchair lifts. This training includes using the lift as an operator as well as a passenger. Operators experience the use of different mobility devices in this training, including a wheelchair (complete with lift boarding, securement, and lift de-boarding), walker, cane, and a white cane for the visually impaired.

Keolis' vehicle operators for the City's transportation program service are longstanding employees who know the passengers and provide genuine customer care. They are comfortable with the shuttle riders and well-versed in the safe use of wheelchair lifts for varying types of mobility devices.

### *CHP, PUC AND REGULATORY COMPLIANCE*

In our Garden Grove location, our local team has successfully passed all CHP inspections with a satisfactory rating and provides all statistics to the City to comply with all Section 5310 Grant Program vehicle inspection and reporting.

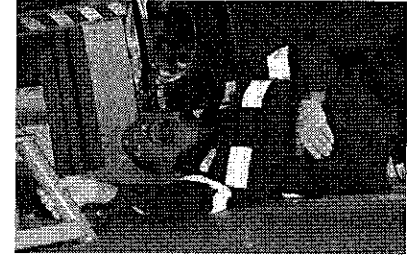
As a professional and experienced operator, we know the importance of maintaining our qualifications and legal ability to operate within the State of California. We also know the many benefits of maintaining strict regulatory, safety, and legal compliance. Western Transit Systems, Inc., a wholly owned subsidiary of Keolis Transit America, is an authorized Motor Carrier with the California Highway Patrol.

In addition, we maintain California Public Utilities Commission authorization to provide contracted busing services for the public. We are also a registered participant in the Department of Motor Vehicles Pull Notice Program.

### *VEHICLE MAINTENANCE PROCEDURES*

A significant part of our safety program depends on the complete and thorough nature of our maintenance program. Safety is our number one priority. Even though we only provide one vehicle for the City's Senior Transportation Programs, it is important to note that we take our responsibility for that vehicle very seriously. The Keolis approach to vehicle

maintenance provides a comprehensive plan for maintenance success from our SEE#1 safety culture to returning vehicles to revenue service. Our clients have expressed their appreciation for our commitment to maintaining service vehicles, and it has improved the appearance and reliability of both the service vehicles and the transportation services they provide.



### *MAINTENANCE SAFETY*

Safety is the first critical component of Keolis' vehicle maintenance plan. This emphasis ties directly to our corporate philosophy that Safety is Every Employee's #1 responsibility (SEE#1). Our safety culture starts with safe procedures that ensure injury prevention and continues through to safe repair practices that ensure safe vehicle operation after the vehicle leaves our shop. It is our top priority to establish and maintain a lasting safety culture. The key safety procedures and strategies described below work to ensure that we achieve this goal.

### *PERSONAL PROTECTIVE EQUIPMENT (PPE)*

Keolis equips each shop facility with high quality modern industry-tested tools and equipment. Equipment is clearly marked and well maintained. Personal protective equipment (PPE) such as safety glasses, face shields, gloves, coveralls, and other PPE are readily available in convenient locations throughout our shop facilities. Proper use of personal protective equipment is strictly enforced.

### *FACILITY STANDARDS*

Work areas are well lit and kept free of debris or obstructions. Facilities are organized with designated storage areas for parts, chemicals, oil and other items with adequate ventilation, markings, and signage. Equipment necessary for facility cleaning (brooms, mops, dust pans, absorbent, etc.) are strategically located in the shop and easily accessible in clearly marked locations.

### *SHOP SAFETY BARRIERS*

Maintenance and shop areas are secured with safety chains and similar barriers. Signage throughout the shop provides notification to prevent non-maintenance employees from entering the shop space. Proper buffer space is clearly marked

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on the floors around shop equipment to remind employees to keep a safe distance when the equipment is in use. Only maintenance staff are allowed entrance to designated maintenance areas, and PPE must be worn at all times. This policy applies to all staff including operators, vendors, management and visitors.

### *LOCK OUT/TAG OUT*

Keolis follows OSHA-compliant lock out/tag out procedures to ensure that shop equipment is used, stored and powered on and off properly and securely. The program is reinforced through routine inspections and periodic re-training to ensure compliance with the lock out/tag out safety program.

### *HAZARDOUS WASTE HANDLING*

In accordance with OSHA procedures and in compliance with our environmental impact policies, Keolis maintains a comprehensive hazard communication program that ensures proper identification, storage, use, and disposal of chemicals and fluids used in the maintenance shop. Comprehensive Material Safety Data Sheets (MSDS) are maintained at each facility, and we use secure storage containers and designated areas for each chemical and fluid. All fluids are clearly marked and labeled. Waste oil and fluids are properly collected and recycling programs provided by third party vendors are used at each site to properly recycle and dispose of all vehicle waste fluids. Similarly, all used tires are recycled by a third party vendor. Meticulous and detailed records of all recycling programs are kept, and all compliance reporting is produced and maintained at each individual shop.

### *MAINTENANCE INFORMATION SYSTEM – COLLECTIVE DATA*

Keolis uses CollectiveFleet Pro, for comprehensive maintenance management, fleet data collection, inventory control, and comprehensive maintenance program reporting. As used in Keolis locations, the Collective Data system tracks essential fleet and vehicle information, establishes and maintains preventive maintenance schedules, records all repair activity for both labor and parts, controls parts usage and inventory, and records and reports all maintenance activity. The system is a web-based product that is installed and operational at every Keolis location, which allows centralized control and standardization of maintenance information.



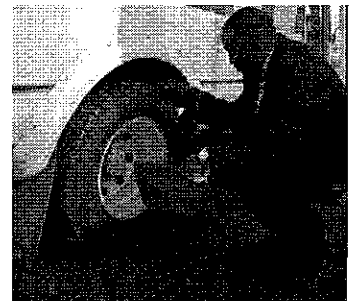
As a tool used daily by local maintenance staff, as well as corporate support and management staff, the Collective Data software provides advanced scheduling of preventive maintenance service by both mileage and days. Automated email reminders and text messages are generated by the system for daily work, PM schedules, and other essential parameters, and are sent directly to local project managers and maintenance managers for immediate action. Our system provides for automatic email notification of essential service information that is beyond most compliance standards (such as missed PMIs or downed vehicles) directly to a chain of corporate support and management staff, including our Chief Operating Officer. This level of automation sets a new standard for maintenance accountability and management responsiveness.

Extensive reporting is built into the software, allowing detailed analysis at both the local and corporate levels. These reports serve as the basis for tracking key performance indicators in our maintenance program.

The system has built-in custom reporting capabilities which can be used to create detailed reports using any data point collected in the system.

### *DAILY VEHICLE INSPECTION REPORTS (DVIR)*

Operators are responsible for performing vehicle inspections before and after the end of each shift. Beyond a simple safety inspection, this DVIR checklist is designed to spot maintenance needs early, and address them before they become major repairs. Before the start of each revenue service shift, the operator completes a full walk-around, exterior and interior, vehicle inspection. Items checked on the DVIR forms include all safety equipment, road worthy features, and Operator and passenger convenience equipment.



The DVIR checklist forms are completed in duplicate so that a copy of each daily inspection checklist is retained in the vehicle, while the original checklist is turned in to the maintenance department for review. Any minor defects are noted for future repair, while any road worthy or safety equipment defects are immediately reported to dispatch and

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the vehicle is placed out of service. Minor defect reports are documented in the vehicle file and CollectiveFleet Pro system for repair at the next scheduled PMI, where all minor defects are corrected.

### PREVENTIVE MAINTENANCE INSPECTION PROGRAM

Preventive Maintenance Inspections (PMIs) are the foundation of a comprehensive and effective vehicle maintenance program. The PMI process is designed to protect the capital investment in the fleet, ensure fleet availability, and maintain safe operating conditions. First and foremost in planning all maintenance activities is the availability of vehicles to meet service requirements.

Keolis schedules and follows-up on all PMIs in order to maintain 100% PMI currency. Odometer readings from operator trip sheets are entered into the maintenance management tool daily, and confirmed each time the vehicle enters the shop. Based on these odometer readings, vehicles are scheduled for a PMI when they meet either the mileage or time thresholds. Because the process is automated, a vehicle cannot be overlooked or missed in the PM schedule cycle. A schedule of PMIs due within the next 30-day period is generated automatically on the 15th day of the preceding month.

During the PMI, the technician reviews the vehicle file and all previous PMI reports as well as the vehicle repair summary, which shows the comprehensive repair and PMI history for the life of the vehicle. This critical step in the process allows the PMI to become both a critical safety element and an efficient part of the maintenance program. First, reviewing the vehicle repair history allows the technician to identify and correct repeated repairs and address safety concerns (such as repeated brake or interlock failures, for example), even if the Technician has no personal history with the vehicle. Second, the file review allows for repairing minor defects identified during the Daily Vehicle Inspection (DVI) process, and encourages pro-active component replacement where worn or suspect parts are replaced during the PMI, when the vehicle is already out of service, and before they cause a service disruption. All defects reported through DVI or identified during the PMI are completed before the vehicle is returned to service.

PMIs are conducted on a schedule of A, B and C services, where A services are performed every 3,000 miles or 45 days. B services are added to the standard A service at 24,000 miles and C service is added to the A service at 100,000 miles. A description of each PMI service is provided in the table below.

Service Type	Service Interval	Service Items
"A" Service	3,000 Miles / 45 Days	Lube, Oil and Filter Change Under Hood/Engine Compartment Inspection Interior Inspection Exterior Inspection Brake Inspection Lift Inspection & Service
"B" Service	24,000 Miles*	Transmission Service – Fluid and Filter Change
"C" Service	100,000 Miles*	Vehicle Tune-Up Differential Service – Fluid Change

\* "B" and "C" Services are performed in addition to and concurrent with an "A" Service

### AIR CONDITIONING MAINTENANCE PROGRAM

With a base of operations in California and South Florida (some of the warmest climates in the nation) Keolis places a high priority on maintaining well-functioning air conditioning systems in our vehicles. Preventive maintenance for air-conditioning is performed at regular intervals in accordance with the PM recommendations of the manufacturer of the

air conditioning system. Then, before peak air conditioning season each year, the entire system is checked and cleaned to ensure optimum performance of the system. Air-conditioning repairs are made in accordance with environmental regulations as outlined in the Clean Air Act of 1990 including, but not limited to, the use of certified technicians, an approved refrigerant recovery system, and the tracking of refrigerant

## 4 | METHODOLOGY SECTION



used for each repair. The ability of this system to function is of great importance to our passengers in the City of Costa Mesa; specifically in the summer time.

### *WHEELCHAIR LIFT MAINTENANCE PROGRAM*

Keolis recognizes that an essential element of vehicle maintenance is ensuring that the wheelchair lift is in good operating condition at all times. Using our comprehensive wheelchair lift PM program, each PMI includes specific lift maintenance, lubrication and thorough inspection of lift components. Technicians inspect for structural deficiencies, hydraulic leaks, and verify correct operation of the lift platform, sensors, barrier, and controls. Most importantly, as part of the DVIR process, all operators are required to cycle the lift to confirm trouble-free operation before the vehicle enters service. Lift malfunctions are a cause for immediate out-of-service assignment. Vehicles with inoperable or malfunctioning lifts are not placed into revenue service, and are scheduled for immediate repair.

### *PARTS INVENTORY AND MANAGEMENT*

As part of our dedication to providing maximum service reliability, Keolis is committed to using only the best quality parts for service vehicles. By making every effort to use only Original Equipment Manufacturers (OEM) quality parts, and meeting or exceeding all OEM recommendations for both repair procedures and parts, we ensure that buses remain in revenue service, providing maximum reliability for passengers.

In addition, Keolis maintains a secure and robust inventory of parts at our local maintenance shops so as to ensure that routine parts and supplies are readily available to meet the needs of PMI and repair schedules, minimizing maintenance down-time. Typical parts inventory levels are held at a three-week supply level, and all parts are stored under secure lockup, including tires and consumables. Parts inventories are physically counted and verified at least once a year. Parts inventories and usage is tracked in our CollectiveFleet Pro system for accurate reporting and accounting of all parts used as well as trend analysis reporting.

Keolis maintains active and healthy relationships with a vast network of vendors and suppliers to provide the parts needed to maintain our vehicles. Through both local and national account vendors, Keolis provides operating locations with extensive options to procure the best quality parts at the best possible prices. Our network includes many Disadvantaged

Business Enterprise (DBE) vendors, and we promote use of DBE vendors across our company operations. Examples of key suppliers include Interstate Batteries, Creative Bus Sales, Factory Motor Parts, Galpin Ford, Cummins, and Thermo-King.

### *TIRE MANAGEMENT PROGRAM*

Keolis manages tires so that they provide the maximum useful life at the minimum cost. Our network of suppliers provide consistent inventory and just in time delivery to meet our PMI and replacement needs, including tire warranty administration. Tires are maintained at proper air pressures for loads per OEM recommendations, and are checked daily by operators during the DVIR process. Proper wheel alignment is maintained consistently through PMI verification to avoid premature wear. Front tires are replaced when worn beyond 4/32 of an inch and rear tires are replaced when they are worn beyond 2/32 of an inch when measured between major treads and wear bars. These procedures help to maintain consistent wear and the longest possible tire life. At the end of useful life, all tires are recycled through environmentally complaint vendors.



### *WARRANTY MANAGEMENT*

Keolis administers both vehicle and parts warranties for all vehicles maintained in our operating fleet. The CollectiveFleet Pro system is used to identify all parts under warranty and to manage warranty recovery. The system is also used to identify all vehicles affected by a defective manufacturer's part or recall program. Keolis maintains strong relationships with bus manufacturers and dealerships including Ford, General Motors, El Dorado National, and Creative Bus Sales, among others in order to coordinate and complete warranty repairs. Regardless of where the work is done, Keolis accurately and aggressively administers the completion of warranty repairs and recall campaigns that affect the vehicle fleet.

### *VEHICLE CLEANING PLAN*

Vehicle operators and maintenance technicians play key roles in ensuring that riders are transported in clean, comfortable, and safe vehicles. Cleanliness and vehicle appearance is a part of the operator's pre-trip inspection.

# 4 | METHODOLOGY SECTION



All bus exteriors are thoroughly washed weekly and more often as necessary due to weather or unusual conditions. Vehicle interiors are cleaned daily at the end of each shift, and checked as part of the following day's pre-trip inspection. The daily cleaning includes but is not limited to the following:

- » Cleaning the inside of all windows, removing all dust, fingerprints and head prints
- » Removing all dust from seats, dashboards, wheel wells, rails, ledges
- » Sweeping all floor areas; mop all liquid spills
- » Ensuring bus is free of all paper, gum and debris, etc.
- » Daily removal/repair of graffiti

In addition, Keolis enforces an annual complete vehicle detail process, where all vehicles receive a major cleaning, including both complete interior, and exterior detail with wax and polish. Vehicle cleanliness is a key customer service indicator and Keolis' management team often performs unannounced spot inspections to ensure compliance with our vehicle appearance policy.

## *VEHICLE FUELING PLAN*

Daily fueling of the system vehicle is completed at the WTS yard. Fueling is performed by operators before the start of each service day. During fueling the vehicle interior is swept and all trash removed, and a visual inspection is performed with any defects documented on the post-trip inspection form and reported to maintenance and window dispatch.

Besides operator labor costs, fuel is the second largest operating expense for Keolis. Our company fuel policy emphasizes daily monitoring and reconciling of fuel costs utilizing vendor receipts, operator logs, and on-line vendor transaction (invoice) postings. All management and employees are required to keep a vigilant watch over fuel expenditures to identify any abnormalities that may indicate a misuse of fuel. A daily Fuel Control Log is used to document all fuel activity with confirmation by dispatchers and operators alike. The Fuel Control Log is reviewed daily by the project manager. Any fueling activity reported on the Fuel Control Log, which is not supported by the operator trip sheet record and the receipt, is reconciled and investigated immediately to determine if fraud or misuse has occurred.

## *ENVIRONMENTAL COMPLIANCE PROGRAM*

Keolis complies with federal, state and local environmental regulations. Our compliance program is designed to meet various standards that apply to our local transportation operations including OSHA, Environmental Protection Agency, Clean Water Act, MSDS, Spill Prevention Control and Countermeasures, Storm Water Pollution Protection Plans, local zoning and fire department regulations, and other compliance programs as needed.

The Vice President of Safety and Risk Management, Mr. Reggie Reese, leads all corporate and field efforts in regulatory compliance efforts. Mr. Reese provides the oversight and direction needed to ensure local compliance, and serves as an expert resource to our local project and maintenance managers. In coordination with the Western Region Maintenance Manager, Mr. Daniel Moreno, Keolis provides excellent corporate support resources and oversight to ensure compliance at all Keolis locations and maintenance facilities.

Keolis maintains database records of all compliance data and reporting, accessible at operating and corporate locations, along with hard copy files of all fees, permits, compliance processes, data recording, and required reporting. Through the support of various contractors that provide environmental services, such as waste product recycling and storm water monitoring and testing, we maintain strict controls over both materials and compliance documentation.

Keolis strictly complies with the Clean Water Act, addressing both spill response and storm water pollution prevention at every Keolis facility. As appropriate, Keolis produces and implements the procedures for the Spill Prevention, Control and Countermeasures Plan and Storm Water Pollution Prevention Plans. Response plans include the appropriate notification sequence for each location, specific response assignments for local staff, immediate response training, the use of containment measures, and certified emergency response contractors. Keolis maintains current MSDS and chemical inventories on file at both corporate and operating locations, and ensures only our standard list of safe and approved chemicals are in use at each facility.

## *THIRD PARTY INSPECTIONS*

Keolis is a fully licensed and certified transportation operator, and fully understands the requirements of major local and state agencies and their regulations. We understand that

# 4 | METHODOLOGY SECTION



periodic inspections will occur at all our operating locations. These inspections by third parties, regulatory agencies, or funding partners are important milestones for our staff and are treated as a top priority.

As a result, Keolis has a superior record for regulatory compliance with agencies such as the California Highway Patrol and Federal Transit Administration Triennial Audits. Our standard is 100% compliance with CHP, DOT, OSHA, FTA, NTSB and other agencies as they apply to our local operating locations. Most importantly, we welcome our clients to review our operations, perform their own internal inspections, and verify our strict adherence to local operating requirements.

The City has the benefit of such comprehensive plans as a result of the resources available as a partner to Keolis. The local passengers deserve the best service that can only be maintained through retaining Keolis as your service provider.

## 4 - SAMPLE PROJECT PLAN

**RFP Requirement:** 4. *Include a sample of a similar plan/project prepared for another organization.*

KTS provides a similar service in the City of Seal Beach. We have included our operating plan as an attachment at the end of this section.

## 5 - DATA COLLECTION FORMS, SURVEYS, OR OTHER SIMILAR DOCUMENTS

**RFP Requirement:** 5. *Include the data collection forms, surveys, or other similar documents you propose to use to perform these services. In particular, provide a sample of each form you expect City staff to complete, and the information City staff will be expected to provide.*

### COLLECTION, COMPILING AND REPORTING STATISTICS

As a long-time provider of FTA-funded transit and paratransit services, Keolis is well aware and experienced in providing National Transit Database (NTD) reporting as required to maintain FTA funding, up to and including triennial audit procedures. Keolis staff has maintained certification of our NTD reporting efforts, preparing and submitting complete monthly, quarterly and annual NTD reports for paratransit

and fixed route services, for many contracted transportation services over the years. In all cases, our professional staff has assisted in training annual contracted auditors, and has complied with all NTD updated and revised reporting requirements.

As necessary, our staff will conduct on-board data sampling of the City's services (in full compliance with FTA Circular C 2710.2A for demand response sampling) in order to compute statistically valid passenger-mile data for NTD reporting. Randomly sampled Costa Mesa trip sheets will be provided, summarized and reported monthly, no later than the required 10 days after the end of the month, along with our complete billing and reporting package. Keolis will ensure that all reported NTD data meets FTA guidelines and requirements and will adhere to the most recent NTD data collection procedures through coordination with staff.

### DATA GATHERING PROCEDURES

As part of its Business Intelligence initiative, Keolis has designed a collection of processes for gathering data:

1. **Production Units Template:** At each location, Keolis utilizes a basic template to gather operating data relevant to many of the KPIs it monitors. Key information such as passenger counts, vehicle hours, revenue hours, vehicle miles, and revenue miles are used to monitor system performance.
2. **Attendance Template:** Keolis also utilizes an attendance template which enables it to track root causes of absences and develop action plans to keep absenteeism under control.
3. **Payroll Interfaces:** Keolis has developed processes to integrate its time and attendance data into its Business Intelligence warehouse, and has constructed business logic which auto-categorizes pay hour categories, allowing management to focus on the efficiency of its driver and mechanic labor.
4. **Accident Data:** Keolis has developed processes to integrate its insurance claims data with detailed accident information, allowing it to focus on its biggest risks. As a result of the data collected from our Safety teams, management is able to visualize their biggest risks by

## 4 | METHODOLOGY SECTION



viewing accident frequency and severity by root cause, location, driver seniority, and many other characteristics. This collection of data also allows Keolis to develop heat maps which can be filtered on the aforementioned characteristics. These tools allow our management teams to develop real-time action plans focused on accident prevention.

### COMPLIANCE REPORTING AND RECORDS

Keolis understands the importance of documentation to provide an auditable trail for our internal and external quality assurance and that such record keeping and reporting activities are performed in full compliance with local, state, and federal regulations. We are fortunate to have minimal turnover, absenteeism, and/ or incidents relative to the City's service.

Keolis will continue to submit monthly reports, compiling operational data, such as:

- » Passengers per revenue hour, service hour, revenue mile, and service mile
- » Passengers counts, no shows, and cancellations
- » On-time performance
- » Vehicle miles
- » Service hours
- » Road calls
- » Safety and security records
- » Maintenance records
- » Passenger complaints, based on the CSF (Customer Service Form)

### ACCOUNTING

Due to the size of the operation, Mr. Slagle handles the system accounting directly with our Accounting Department in the interest of maintaining separate and accurate system

accounting and compliance administration. He is directly responsible for all areas relating to financial reporting and ensure accurate and timely financial accountability.

### INVOICES & BILLING

Keolis will provide monthly operations summaries with submitted invoices to the City Project Manager within ten calendar days of the close of the billing cycle.

Dedicated drivers handle all data collection relative to reservations, rider information and documentation. A sample of a monthly report can be found on the next page.

**\*Please see following page for a sample monthly report**

# 4 | METHODOLOGY SECTION



Date	Day	Veh#	Passengers				Service Miles				Service Hours				Total Miles			
			Nutr	Errands	Med	Other	Total	Nutr	Errands	Med	Other	Total	Nutr	Shop		Med	Other	Total
3/1/17	Wed	219	26	8	0	0	32	56	7	0	0	63	7.00	2.00	0.00	0.00	9.00	63
3/2/17	Thur	219	12	5	0	0	17	33	14	0	0	47	7.00	2.00	0.00	0.00	9.00	55
3/3/17	Fri	219	14	18	0	0	32	18	15	0	0	33	7.00	2.00	0.00	0.00	9.00	33
3/6/17	Mon	219	20	2	0	0	22	39	11	0	0	50	8.00	1.00	0.00	0.00	9.00	60
3/7/17	Tue	219	18	4	0	0	22	45	9	0	0	54	7.50	1.50	0.00	0.00	9.00	61
3/8/17	Wed	219	24	2	0	0	26	49	8	0	0	57	8.00	1.00	0.00	0.00	9.00	66
3/9/17	Thur	219	24	1	0	0	25	39	4	0	0	43	8.25	0.75	0.00	0.00	9.00	52
3/10/17	Fri	219	8	16	0	0	24	4	14	0	0	18	6.00	3.00	0.00	0.00	9.00	26
3/13/17	Mon	219	22	0	0	0	22	46	0	0	0	46	9.00	0.00	0.00	0.00	9.00	53
3/14/17	Tue	219	20	4	0	0	24	40	11	0	0	51	8.00	1.00	0.00	0.00	9.00	59
3/15/17	Wed	219	27	0	0	0	27	59	0	0	0	59	9.00	0.00	0.00	0.00	9.00	68
3/16/17	Thur	219	14	9	0	0	23	38	7	0	0	45	8.00	1.00	0.00	0.00	9.00	53
3/17/17	Fri	219	17	0	0	0	17	25	0	0	0	25	9.00	0.00	0.00	0.00	9.00	32
3/20/17	Mon	219	21	0	0	0	21	35	0	0	0	35	9.00	0.00	0.00	0.00	9.00	43
3/21/17	Tue	219	23	0	0	0	23	48	0	0	0	48	9.00	0.00	0.00	0.00	9.00	55
3/22/17	Wed	219	22	0	0	0	22	43	0	0	0	43	9.00	0.00	0.00	0.00	9.00	54
3/23/17	Thur	219	20	4	0	0	24	37	18	0	0	55	7.00	2.00	0.00	0.00	9.00	65
3/24/17	Fri	219	13	12	0	0	25	15	9	0	0	24	6.00	3.00	0.00	0.00	9.00	31
3/27/17	Mon	219	22	0	0	0	22	48	0	0	0	48	9.00	0.00	0.00	0.00	9.00	55
3/28/17	Tue	219	23	4	0	0	27	44	15	0	0	59	7.00	2.00	0.00	0.00	9.00	68
3/29/17	Wed	219	27	0	0	0	27	47	0	0	0	47	9.00	0.00	0.00	0.00	9.00	55
3/30/17	Thur	219	17	0	0	0	17	43	0	0	0	43	9.00	0.00	0.00	0.00	9.00	53
3/31/17	Fri	219	24	10	0	0	34	21	9	0	0	30	6.00	3.00	0.00	0.00	9.00	37
<b>23 Service Days</b>			<b>458</b>	<b>97</b>	<b>0</b>	<b>0</b>	<b>565</b>	<b>872</b>	<b>151</b>	<b>0</b>	<b>0</b>	<b>1023</b>	<b>181.75</b>	<b>25.25</b>	<b>0</b>	<b>0</b>	<b>207.00</b>	<b>1207</b>

Prepared: 4/5/2017

## 6 - PROPOSED FEE SCHEDULE

RFP Requirement: 6. Provide a proposed fee schedule, listed by per hour rate, including charges for any services that would be considered "overtime" or exceed the hourly rate for services performed (normal hours" vs. "weekend hours") etc.

To provide the City with the most cost effective solution, our proposed fee schedule is made up of one rate per service type. Each of these rates has some overtime built into them; therefore, there is no overtime rate or weekend rate necessary.

	Senior Mobility Program	Medical Transportation Program
Per Hour Rate	\$39.35	\$46.50



**RFP Requirement:** *Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual.*

*Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.*

In addition to the General Manager, Mr. Mark Slagle as referenced in **Section 3**, we have proposed the following team for this project.

## LEAD DISPATCHER RESERVATIONIST - JESSICA RODRIGUEZ

Jessica has been with this system for 3 years. She oversees the telephone requests and inquiries in the interest of providing excellent customer service. In addition to the drivers, Ms. Rodriguez answers incoming calls and processes requests. As requests come in, they are entered into a computerized system to ensure efficient travel patterns and maximum productivity. As a result, daily manifests and vehicle assignments are provided to system drivers. In addition, Ms. Rodriguez handles client call backs as necessary and coordinates and communicates any schedule changes. All of her duties and responsibilities are handled in accordance with City policies and procedures to include cancellations and no shows. All system activity is tracked and monitored to facilitate continuous improvement.

In addition to her dispatch and reservations efforts, Ms. Rodriguez also works closely with the operations team, and provides support an input in the areas of training, quality assurance and employee relations. She monitors changes in trends or performance to ensure that the service runs efficiently, safely and on-time daily.

The dispatch/reservation position is responsible for telephoning passengers as needed, monitoring the performance of scheduled trips, reassigning trips and/or adjusting the number of vehicles in service as needed to ensure on-time performance and efficiency.

## OPERATIONS SUPERVISOR - VICTOR TABLAS

Mr. Victor Tablas serves as Keolis' operations supervisor for the City's services. He has worked closely with the project manager and the safety and training manager on this contract since joining the team in 1990. Victor's background includes nearly 30 years of customer service experience and 23 years in the transportation industry. With decades of experience in local public transit, he has proven to be a valuable team member and has been instrumental in improving the local training program.

In his current role, Victor assists Mr. Slagle by providing direction to staff in the areas of employee development by overseeing hiring and training, closely monitoring the customer service program, and ensuring that road supervision is completed frequently. Throughout the day, he monitors routes and ensures that operator assignments are completed with safety and efficiency in mind. During his career, Mr. Tablas has assisted in the operation of numerous shuttle services for a wide variety of clients and understands the importance of providing exceptional customer service to passengers.

Victor has completed all Keolis training programs

## MAINTENANCE MANAGER - DOM DANG

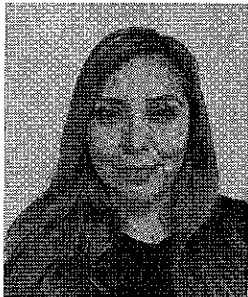
Mr. Dom Dang provides all maintenance management oversight for the City of Costa Mesa Keolis provided vehicles. He has 40 years of maintenance experience, with an emphasis on paratransit and dial-a-ride vehicles. Throughout his career he has accepted positions with increasing responsibility, has overseen the maintenance function of others and completes ongoing training programs.

Dom's expertise lies in the maintenance of paratransit vehicles, ranging from sedans to 30 foot, low floor midsize buses. He also has a background in all fuel types and power plants, including gasoline, propane, and diesel. Dom is thoroughly familiar with the various components of fleet maintenance, including preventive maintenance inspections, CHP inspections, road call response procedures, parts management, and fuel procurement.

Mr. Dang currently oversees a staff of 5 Maintenance Technicians and is responsible for ensuring the quality and efficiency of the maintenance department. He and his team have regularly received satisfactory ratings from the CHP, which is a testament to the quality of his maintenance department.

In addition to the Keolis training programs Dom has completed training in Alternative-Fueled Vehicle Maintenance, Inventory Control and Regulatory Compliance.

Additionally, Ms. Alcazar is instrumental in assisting dispatch in customer complaint resolution.



## ADMINISTRATIVE COORDINATOR - CINDY ALCAZAR

Cindy Alcazar is at the heart of the operation coordinating day-to-day administrative duties including human resources activity, accounting, and risk management reporting.

She is responsible for all reporting requirements, driver manifests, compiling and generating OCTAf reports. She handles audits, fare reconciliation, and monthly accruals.

Other duties include: Processing and coding invoices, fuel invoices, purchase order matching, checking monthly statements and assisting Vendor with any inquiries in a timely manner.

One of her most critical duties is payroll processing. This function is handled utilizing ADP. Prior to submittal through ADP, Ms. Alcazar must authorize daily drivers, office hours, verify department and route number are in the system correctly and assist employees who have to make changes to their profile information.

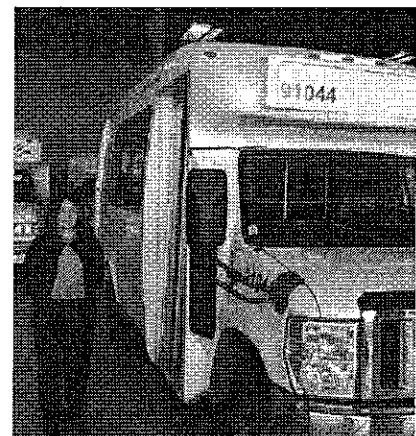
## DRIVERS

Keolis is fortunate to have dedicated and committed drivers (licensed to operate buses in the State of California) serving the City of Costa Mesa. The City benefits from the tenure of Ms. Ellain Kirby's knowledge and experience with the passenger base and geography for the past 9 years. In addition, Ms. Carol Ruiz has been dedicated to this system for the past 7 years. Both drivers have demonstrated professionalism and customer service excellence in the provision of service for the City of Costa Mesa. More importantly, the passenger base is comfortable and feels safe with their drivers. Our extra-board drivers have been providing back up for the system as necessary for the past 5 years. We are proud of our drivers' performance as they continue to treat all passengers with respect and courtesy. In fact, they receive many commendations for their service. Any driver servicing the City will continue to maintain all licenses or certificates required by local, state, or federal regulations. The existing (and proposed) staff are in good standing with the DMV and are able to speak, understand, and read English proficiently. In addition, our team consists of staff fluent in both English and Spanish.

FIGURE 5.1 » DRIVERS



ELLAIN » ROUTE 35



CAROL » ROUTE 33

FIGURE 5.2 » PROPOSED TEAM ORGANIZATION CHART

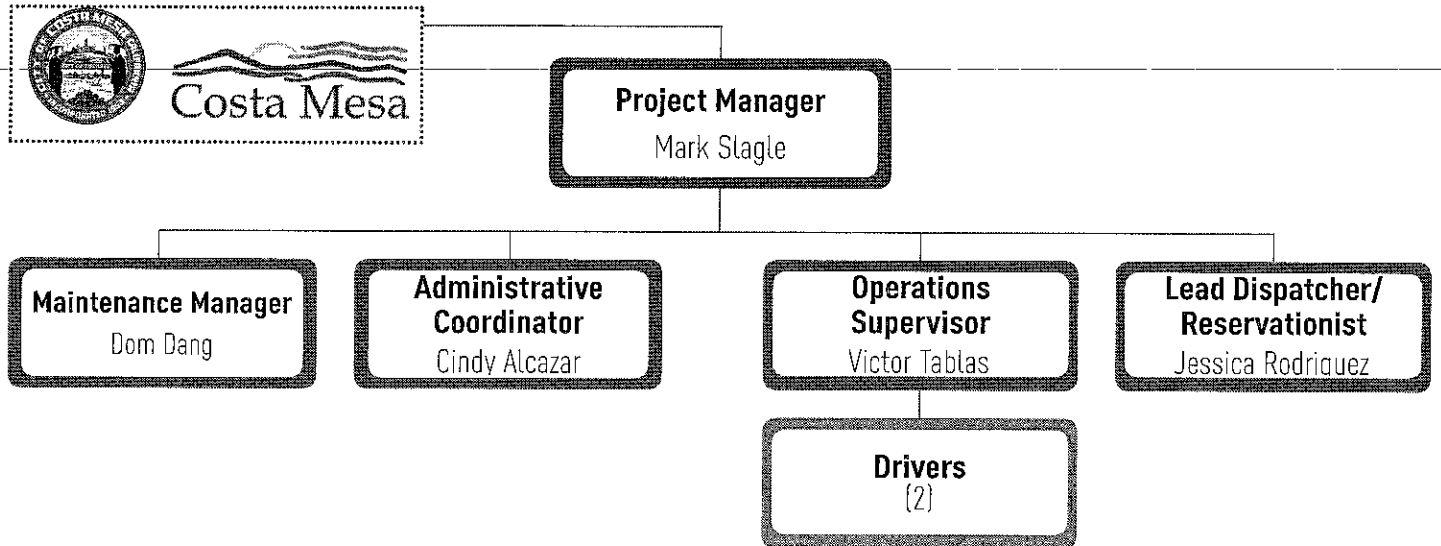
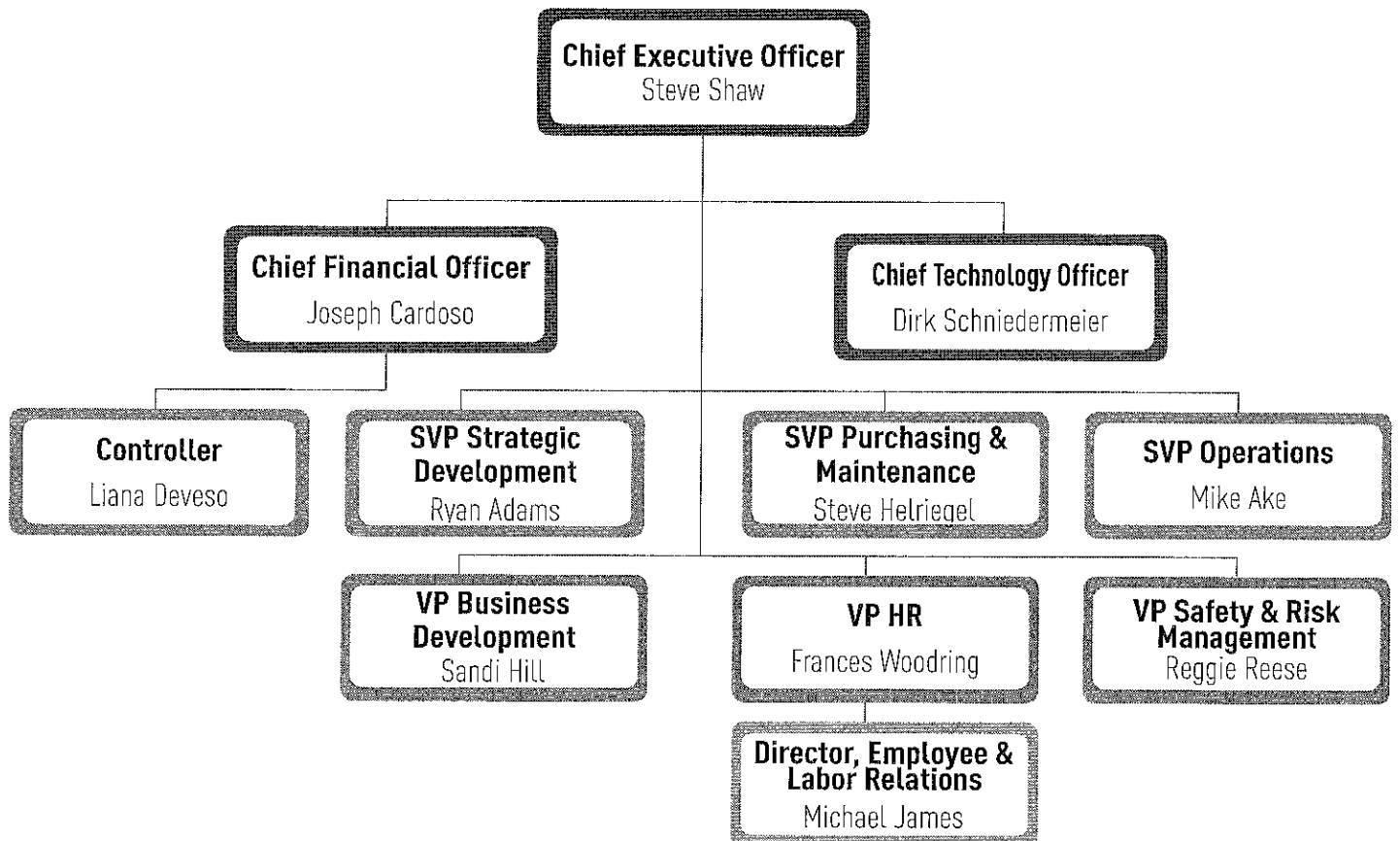


FIGURE 5.3 » CORPORATE SUPPORT TEAM ORGANIZATION CHART





<b>RESUME</b>	<b>DOM DANG</b>	<b>MAINTENANCE MANAGER</b>
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**SKILLS & STRENGTHS**

**ALTERNATIVE-FUELED VEHICLE MAINTENANCE**

**AIR CONDITIONING  
BRAKE SYSTEMS  
ELECTRIC DIAGNOSIS TIRE MANAGEMENT  
SAFETY  
LEADERSHIP  
LEADERSHIP**

**OVERVIEW**

Mr. Dom Dang provides maintenance management oversight. He has 36 years of maintenance experience, with an emphasis on paratransit and dial-a-ride vehicles. Throughout his career he has accepted positions with increasing responsibility, has overseen the maintenance function of others and completes ongoing training programs.

**EXPERIENCE**

**WESTERN TRANSIT SYSTEMS, INC. (A KEOLIS COMPANY)**

**YELLOW CAB OF GREATER ORANGE COUNTY » 1977 - CURRENT**

**MAINTENANCE MANAGER**

- » Directly involved and experienced in the maintenance of paratransit and dial-a-ride vehicles ranging from sedans to 30 foot, low floor midsize buses.
- » Responsible for preventive maintenance inspections, CHP inspections, road call response procedures, parts management, and fuel procurement.
- » Oversees a staff of 15 maintenance technicians.
- » Responsible for ensuring the quality and efficiency of the maintenance department.
- » Works with all fuel types including gasoline, propane, and diesel.
- » Successful management has led to satisfactory ratings from the CHP, which is a testament to the quality of the maintenance department.

<b>RESUME</b>	<b>VICTOR TABLAS</b>	<b>OPERATIONS SUPERVISOR</b>
---------------	----------------------	------------------------------

**SKILLS & STRENGTHS**

**SAFETY**

**LEADERSHIP**

**TRAINING**

**CUSTOMER SERVICE**

**ROAD SUPERVISION**

**DRUG & ALCOHOL TESTING**

**OVERVIEW**

Mr. Victor Tablas serves as Keolis' Operations Manager at our Garden Grove facility. He has worked closely with the Project Manager and the Safety and Training Manager on many contracts since joining the team in 1990. Victor's background includes nearly 30 years of customer service experience and 23 year in transportation.

**EXPERIENCE**

**WESTERN TRANSIT SYSTEMS, INC. (A KEOLIS COMPANY)**

**YELLOW CAB OF GREATER ORANGE COUNTY » 1990 - CURRENT**

**ASSISTANT OPERATIONS SUPERVISOR**

- » Assists the Project Manager by providing direction to staff in the areas of employee development, overseeing hiring and training, closely monitoring the customer service program and ensuring that road supervision is completed frequently.
- » Daily monitoring of routes.
- » Ensures that operator assignments are completed with safety and efficiency in mind.
- » Works as a Road Supervisor as needed.
- » Oversees pull-notice program and random drug and alcohol testing.

# 6 | QUALIFICATIONS



## 1 - FIRM QUALIFICATIONS

**RFP Requirement:** 1. Provide, in detail, your firm's credentials as related to this project. Your response must include information that documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP, as well as, past experience and track record in completing services of similar scope and complexity for municipalities.

Please see the section labeled "Company Experience and Capabilities" for a description of Keolis credentials and experiences. Keolis oversees over 20 contracts in the state of California alone. Several are similar in scope and service to include other contracts run out of the Garden Grove facility as identified in the section labeled "Firm and Team Project Management Experience".

However, as previously stated, the most relevant experience is that of directly operating this service for over a decade. Our local staff is well versed on all City policies and procedures. But more importantly, our drivers dedicated to this service have a thorough understanding of the service and outstanding rapport with the passengers. Providing excellent customer service on both routes 33 and 35 for over 7 years, our drivers clearly understand the needs of the passengers. In turn, the passengers feel comfortable and safe with the Keolis

operators and staff. From the reservation process to the trip completion.

A complete contract list is included as an attachment to our proposal.

## 2 - TEAM QUALIFICATIONS

**RFP Requirement:** 2. Provide background of personnel that will be assigned to provide this service to the City.

Please see detailed team qualifications included in the staffing section of our proposal.

## 3 - REFERENCES

**RFP Requirement:** 3. Provide the names of at least three clients for whom your firm has provided a similar scope of services. Include the name of the organization, name of a contact person, phone number, e-mail address if available, description of services provided, and date/dates of service. References are preferred for cities of a similar size providing the public with services similar to those provided by the City of Costa Mesa.

Client	Contact Name	Address	Telephone Number	Current Contract	Email	Services
City of La Habra	Josie Anderson	201 E. La Habra Blvd La Habra, CA 90631	562-905-9619	Yes; 2003-present	janderson@lahabraca.gov	senior transportation services
City of Anaheim	Wendy Solorio	250 E. Center St. Anaheim, CA 92805	714-765-4502	Yes; 2007-present	wsolorio@anaheim.net	senior transportation services
City of Yorba Linda	Valerie Passarella	4501 Casa Loma Ave., Yorba Linda, CA 92886	(714) 961-7185	Yes; 2008-present	vpassarella@yorbalinda.org	senior transportation services

# 6 | QUALIFICATIONS



## 4 - OPERATING LOCATION

**RFP Requirement:** 4. Provide the location of the office/ personnel that will be performing work for City of Costa Mesa.



### PROPOSED OPERATION FACILITY

Keolis will continue to use its existing facility at 13591 Harbor Boulevard in Garden Grove for the operation of the City's services. This facility sits on approximately 2.5 acres and includes administrative offices, dispatch/reservations, a full service vehicle maintenance shop, propane fueling, as well as:

Full customer service office

- » Computerized dispatch and reservations office
- » Parking and storage for more than 200 vehicles
- » Complete vehicle maintenance shop with appropriate tools
- » Ten vehicle maintenance bay
- » Two full-sized vehicles lifts
- » Extensive parts and equipment storage

This facility is conveniently located approximately 13 miles from the City of Costa Mesa with easy access to both the 22 freeway and the 405.

# 7 | FINANCIAL CAPACITY



**RFP Requirement:** *Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.*

Keolis is wholly owned by Keolis America, Inc., a wholly owned subsidiary of Keolis SA, the parent company located in Paris, France (collectively referred to as Keolis Group). In 1999, Keolis Group was born out of a merger of major players in the French transit market. Since that time, Keolis Group has grown to become a \$6 Billion company and one of the worldwide leaders in passenger transportation services.

Keolis has no administrative proceedings, claims lawsuits, or any other exposure that would materially affect our ability to perform for the City of Costa Mesa.

KSA financial statements are included as an attachment in a separate envelope marked confidential.

**RFP Requirement:** *All Proposers are required to submit Attachment B, Cost Proposal with their Proposal. Pricing should be clearly defined to ensure fees proposed can be compared and evaluated. Proposers are required to provide individual Cost Proposals for each one the Senior Transportation Programs: a) SENIOR MOBILITY PROGRAM (SMP) b) MEDICAL TRANSPORTATION PROGRAM (MTP). Proposals shall be valid for a minimum of 180 days following submission.*

Please see Attachment B. Cost Proposal at the end of this section.

Keolis Transit Services, LLC. proposal response to RFP No. 17-19 City of Costa Mesa Senior Transportation Programs is valid for a minimum of 180 days following submission.



**ATTACHMENT B**

COST PROPOSALS  
FOR  
SENIOR TRANSPORTATION PROGRAMS

**Provide individual Cost Proposals for each one the Senior Transportation Programs:**

**SENIOR MOBILITY PROGRAM (SMP)**

**MEDICAL TRANSPORTATION PROGRAM (MTP)**

The cost proposals must include hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in ATTACHMENT A, Scope of Work for Senior Transportation Programs. Also provide your firm's proposed Staffing Plan for each program on separate sheets of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the **U.S. Department of Labor's** website at [www.bls.gov](http://www.bls.gov).)

<b>SENIOR MOBILITY PROGRAM</b>	<b>Total Estimated Annual Price</b>	<b>\$ 90,310</b>
<b>MEDICAL TRANSPORTATION PROGRAM</b>	<b>Total Estimated Annual Price</b>	<b>\$ 106,710</b>

## 9 | DISCLOSURE



**RFP Requirement:** *Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. Any past or current business relationship may not disqualify the firm from consideration.*

Keolis does not have any personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any Costa Mesa elected official appointed official or City employee. Keolis does however have a long standing business relationship with the City through the provision of this service since 1998.

# 10 | SAMPLE PROFESSIONAL SERVICE AGREEMENT



**RFP Requirement:** *The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as Appendix A, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.*

Keolis takes no exceptions to the professional service agreement included with the RFP.