

JPB CAC

CORRESPONDENCE
AS OF

January 19, 2021

Givens, Patrice

From: Roland Lebrun <ccss@msn.com>
Sent: Wednesday, January 06, 2021 5:11 AM
To: Board (@caltrain.com)
Cc: SFCTA Board Secretary; VTA Board Secretary; MTC Info; CHSRA Board; cacsecretary [@caltrain.com]; Caltrain, Bac (@caltrain.com); SFCTA CAC
Subject: Caltrain Board meeting item 12.a 5-year TASI contract extension
Attachments: 2011+Caltrain+TASI+Agreement.pdf; Stadler EMU Procurement Price Forms.pdf

Dear Chair Pine and Board members,

Further to Ms. Bouchard's March 2017 letter to TASI (attached) which ignored the September 1 2011 Board resolution to award a 5-year contract followed by five one-year extensions, please modify the current staff recommendation for a third 5-year contract extension to five one-year extensions for the following reasons:

- 1) It is unclear why SamTrans are proposing a \$1/2B+ 5-year (100% of Measure RR!) **single-source bundled evergreen contract** extension to 2027 given that the JPB is currently engaging Howard Permutt on recommendations for a new governance structure.
- 2) **The execution of this contract extension should be the responsibility of the new administration, not SamTrans.**
- 3) **The next administration's top priority should be to unbundle this evergreen contract**, starting with establishing specific cost ranges for the following categories:

- Administration/Safety

Why should Caltrain have to pay for Administration twice (SamTrans and TASI)?

What are the opportunities for streamlining/consolidation including bringing this function in-house under the new administration?

- Operations

Why is SamTrans proposing to bundle rail and train operations?

While there is sufficient overlap between rail operations and Maintenance of Way to justify awarding a bundled rail O&M contract to TASI or some other entity, it is unclear why train operations should be bundled with the same contract when ACE, Capitol Corridor and Metrolink operate primarily as UPRR and/or BNSF tenants (they do not own the rails they operate on).

Of more serious concern, **train operations should be a net source of revenue** (trackage rights, rolling stock availability payments/leasing to a Train Operating Company (TOC), etc.) **not an operating expense.**

As an example, the JPB was approached by a private company in 2015 but **this unsolicited proposal was never referred to the Board for consideration:**

. Verbal presentation to the LPMG: "***Finance and operate trains at a significantly lower cost***": <https://www.youtube.com/watch?t=5463&v=3TNFWZrzUw4>

. Promotional video: <https://youtu.be/BTYUBsu6KQg>

. CNBC interview: "***We can bring new trains in two years (2018) to run on freight infrastructure or public railroads***" <https://www.cnbc.com/video/2015/06/03/czech-company-to-bring-euro-style-trains-to-us.html>

. Testimonials (**Stanford and others**):

<https://leoexpress-california.herokuapp.com/#testimonials>.

Last but not least, **private operators are always incentivized to increase revenues (profits) through increased ridership, not increased fares** and could provide valuable input on schedules and train configurations (Leo Express' fleet includes five Stadler FLIRT EMUs financed with private capital). **A private operator would also never settle for a less than a 100% ticket checking target vs the SamTrans/TASI 50% proposal.**

- Maintenance of Equipment

Once again, why is rolling stock maintenance bundled into a single contract when the optimal solution is to entrust maintenance to the manufacturer (**superior service AT A LOWER COST**)? Specifically, **why did SamTrans staff ignore the Stadler proposal included with their response to the EMU RFP (attached)?**

Please refer the above proposals to Howard Permutt for further analysis and eventual recommendation to the Board on how to proceed with this contract.

Thank You.

Roland Lebrun.

CC

SFCTA Commissioners

VTA Board of Directors

MTC Commissioners

CHSRA Board of Directors

Caltrain CAC

Caltrain BAC

SFCTA CAC

VTA CAC



BOARD OF DIRECTORS 2017

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JIM HARTNETT
EXECUTIVE DIRECTOR

March 16, 2017

C. Scott Perry, President
TransitAmerica Services, Inc.
600 S. Riverside Road
St. Joseph, MO 64507

**Subject: Side Letter to Amendment No. 4 to Rail Operations Agreement
between TASI and JPB**

Dear Scott:

The Peninsula Corridor Joint Powers Board ("JPB") is pleased to have reached agreement with TransitAmerica Services, Inc. ("TASI") on the amendment by which the JPB has exercised the five one year option terms to extend the Agreement for the Provision of Rail Operations, Maintenance, and Support Services for Caltrain. The next five years will present new opportunities to change, expand and enhance the Peninsula Commute Services provided under the Agreement. In conjunction with the JPB and TASI executing the Amendment to extend the Agreement, this letter describes these opportunities and expresses the commitment of the parties to address them during the 5-year extension period under the Agreement.

1. TASI will provide construction support services for the Peninsula Corridor Electrification Project under terms that provide for the hiring of adequate support staff for the duration of this project in a manner that minimizes 13c exposure.
2. TASI will take on the responsibility of office traction power system supervision also known as power direction, which positions will be located in the Caltrain control center.
3. JPB will work with TASI over the coming year to determine TASI's competence and capability to safely and efficiently perform the maintenance of the traction power system with the intention of offering TASI this work if satisfactory demonstration is made in this regard.
4. TASI will assume the maintenance of elements of the PTC system as agreed to by JPB and TASI. It is anticipated this work will include basic inspection, maintenance and troubleshooting, among other things.
5. It is anticipated that opportunities for maintenance of way work as well as construction support services will arise in the next 5 years related to the California High Speed Rail Authority Blended System Project.

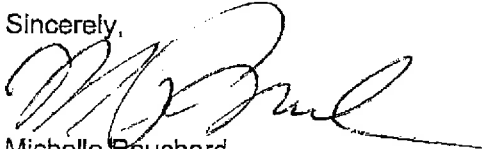
In addition to the items listed above, the JPB will explore opportunities for Herzog Technologies (a) to assist the JPB with its Lick to Gilroy Positive Train Control ("PTC") project and (2) to provide secondary support services related to back office, configuration management or

C. Scott Perry
March 16, 2017
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specialized PTC services. In any of these cases, the opportunities will be subject to appropriate procurement/selection processes and contract methodologies.

The JPB looks forward to the contractual partnership with TASI during the extension period of this Agreement.

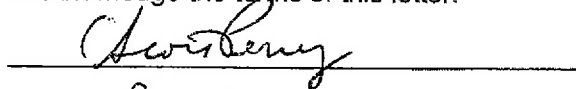
Sincerely,



Michelle Bouchard
Chief Operating Officer, Rail

cc: Jim Hartnett
Al Landes
Jeff Davison
Joan Cassman

I acknowledge the terms of this letter.



Title: President

Date: 3-17-17

Givens, Patrice

From: Roland Lebrun <ccss@msn.com>
Sent: Wednesday, January 06, 2021 5:31 PM
To: Board (@caltrain.com)
Cc: SFCTA Board Secretary; VTA Board Secretary; MTC Info; CHSRA Board; cacsecretary [@caltrain.com]; Caltrain, Bac (@caltrain.com); SFCTA CAC
Subject: Re: Caltrain Board meeting item 12.a 5-year TASI contract extension
Attachments: 2011+Caltrain+TASI+Agreement.pdf; Stadler - EMU Maint Price Prop - 3-10-16.pdf

Dear Chair Pine,

Please accept my apologies for attaching the wrong document to my earlier email. The attached document is the Stadler price proposal for maintaining the EMUs and the remaining diesel trainsets.

Sincerely,

Roland Lebrun

From: Roland Lebrun
Sent: Wednesday, January 6, 2021 5:11 AM
To: Caltrain Board <board@caltrain.com>
Cc: SFCTA Board Secretary <clerk@sfcta.org>; VTA Board Secretary <board.secretary@vta.org>; MTC Info <info@bayareametro.gov>; CHSRA Board <boardmembers@hsr.ca.gov>; Caltrain CAC Secretary <cacsecretary@caltrain.com>; Caltrain BAC <bac@caltrain.com>; SFCTA CAC <cac@sfcta.org>
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Roland Lebrun.

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MAINTENANCE OPTION PRICE FORMS

Price Evaluation Form (PEF)		
Line #	Item	Amount
1	Base Bid (from Base Bid TOTAL in sheet "Base Bid")	\$ -
2	Option Cars (from Option Cars TOTAL in sheet "Option Cars")	\$ -
3	Option MSA1 including Year 0 (from Option MSA1 in sheet "Maintenance Option Summary")	\$ 121'293'577
4	Option MSA2 (from Option MSA2 in sheet "Maintenance Option Summary")	\$ 90'487'737
5	Option MSA3 from Option MSA3 in sheet "Maintenance Option Summary")	\$ 84'478'104
6	PEF Evaluated TOTAL	\$ 296'259'417

11/3/2016


Maintenance Option Summary				
Item	Qty	Description	Unit	Amount \$
1	1	Option MSA1 (Year 0 - Year 5)	Lump Sum	\$ 121'293'577
2	1	Option MSA2 (Year 6 - Year 10)	Lump Sum	\$ 90'487'737
3	1	Option MSA3 (Year 11 - Year 15)	Lump Sum	\$ 84'478'104
4			TOTAL	\$ 296'259'417



MAINTENANCE SERVICES COST PROPOSAL REFERENCE**GENERAL REQUIREMENTS**

1	All cost data shall be quoted in U.S. Dollars and stated for year of expenditure assuming mobilization occurs in the third and fourth quarter of Fiscal Year 2018 with Year One starting in Fiscal Year 2019. Use Assumptions worksheet to provide references to appropriate indices and factors. Labor rates for Work Directives shall be stated for Year One activities and will be escalated in accordance with the Agreement.
2	Unless otherwise specified, maintenance pricing for EMUs shall be based on configuration and specifications of the EMU Procurement's Base Bid.
3	Where requested, G&A should be stated both as a percent of overall costs and as a dollar figure.
4	The Proposers will be solely responsible for the correctness and validity of all equations and links. Proposers must ensure that all numbers reflect the Proposer's price.
5	During the mobilization period the Contractor will be reimbursed its actual Direct Costs incurred in connection with the activities required for the Basic Service Plan. The Proposer is responsible for determining what mobilization costs, if any, will be billed to JPB for mobilizing, training and familiarizing employees with JPB to ensure a seamless transition and continuation of services. Mobilization will be included in the overall proposal price for cost evaluation purposes. Proposer shall also state a reasonable Fixed Fee payable upon successful completion of the Mobilization period. The Fixed Fee will be negotiated by the Parties prior to execution of the Agreement.
6	The Proposer shall detail direct costs based on the various cost categories included in the Basic Service Plan for each year of the Agreement and for each option provided. Proposers shall provide a unit price for each of the cost categories provided. All materials, including consumables, spare parts, and other items required for the maintenance of the building, rolling stock, or shop equipment, will be purchased by the Contractor but reimbursed at cost by the JPB. Do not include any costs for such items in the Price Forms.
7	Additional Charges under the Basic Service Plan shall include General and Administrative Overhead Costs and a Performance Bond. General and Administrative Overhead Costs shall be stated both as a dollar amount and as a percentage of a total direct cost (i.e. wages and fringes, plus materials , purchased services, and other). The percentage for G&A Overhead shall be stated as a constant for the entire duration of the Agreement.
8	The Basic Service Plan costs shall be inclusive of all elements of the Contractor's Maintenance Service Plan including, but not limited to, Life Cycle Maintenance and State of Good Repair requirements as detailed in the Maintenance Scope of Services.
9	Work Directives will be negotiated as Additional Services as needed and, where possible, incorporated into the Maximum Annual Payment each year during the Annual Budget Process. The Contractor will be paid actual and verified direct costs including labor and materials , General and Administrative Overhead Costs, and a negotiated Fixed Fee.
10	The Additional Services are included for purposes of evaluation and are not commitments of additional work. Any additional services will be issued through Work Directives as defined in the Scope of Work. The Proposer shall price the incremental impacts of providing the additional services including all Direct Costs, General and Administrative Overhead Costs, and a proposed Fixed Fee.
12	For Additional Services, General and Administrative costs and Fixed Fee shall be stated both as a dollar amount and as a percentage of total costs (i.e. wages and fringes, plus materials , purchased services, equipment, and other). The percentage for G&A Overhead costs shall be stated as constant for the entire duration of the Agreement. The Fixed Fee percentage shall be stated as a maximum; however, the Fixed Fee percentage shall be negotiated for each Work Directive up to the maximum percentage.
13	Not used
14	Proposers are reminded that labor rates provided must include prevailing wage rates as applicable. The Proposer shall use the Work Directives Form to define all labor categories for additional work anticipated under this Agreement. The Proposer shall insert additional row(s) as needed.
15	Proposer shall use each Maintenance Assumptions worksheet to catalog supporting documentation which details individual components, fees, and services that provide further breakdown of the line items priced on the cost forms.
16	The Proposer shall attach all necessary supplemental information to allow JPB to conduct an appropriate review and analysis of the proposal. Any attachments shall supplement the price forms and shall fully disclose the Proposer's estimating process. This shall include appropriate breakdowns of the direct costs included in price forms such as any judgmental factors used to prepare the proposal, any contingencies used by the Proposer in its proposed price, any material handling additives, the Contractor's assumed inflationary factors, and the calculations for General & Administrative Overhead Costs.

DEFINITIONS

Direct Costs	See Attachment A to Volume 8.3
General and Administrative Overhead Costs	See Attachment A to Volume 8.3
Performance Fee	While not part of the cost evaluation process, the Proposer's profit from the Basic Service Plan will be paid through the Performance Fee. Once negotiated and accepted by JPB, the Performance Fee will determine the maximum amount to be paid to the Contractor provided the Contractor receives a 100% performance score. The Performance Fee is earned quarterly based on the successful implementation of the terms of the Contract and performance based on measurable criteria of importance to the JPB. The percent of quarterly Performance Fee payment is directly correlated to Contractor performance.

Maintenance Services Annual Cost Summary				
		MSA1	MSA2	MSA3
Line	Mobilization, Transition, and Start-Up Costs			
1	Subtotal Mobilization	\$ 2'758'812.76		
Basic Service Plan				
2	Year One	\$ 22'935'938.50	\$ 21'998'054.06	\$ 15'988'420.70
3	Year Two	\$ 22'935'938.50	\$ 15'988'420.70	\$ 15'988'420.70
4	Year Three	\$ 24'130'778.90	\$ 15'988'420.70	\$ 15'988'420.70
5	Year Four	\$ 21'998'054.06	\$ 15'988'420.70	\$ 15'988'420.70
6	Year Five	\$ 21'998'054.06	\$ 15'988'420.70	\$ 15'988'420.70
	Subtotal Basic Service Plan	\$ 113'998'764.00	\$ 85'951'736.87	\$ 79'942'103.52
Additional Services				
7	Year One	\$ 907'200.00	\$ 907'200.00	\$ 907'200.00
8	Year Two	\$ 907'200.00	\$ 907'200.00	\$ 907'200.00
9	Year Three	\$ 907'200.00	\$ 907'200.00	\$ 907'200.00
10	Year Four	\$ 907'200.00	\$ 907'200.00	\$ 907'200.00
11	Year Five	\$ 907'200.00	\$ 907'200.00	\$ 907'200.00
	Subtotal Additional Services	\$ 4'536'000.00	\$ 4'536'000.00	\$ 4'536'000.00
TOTAL (Enter Total into Maintenance Option Summary: Lines 1, 2 & 3)		\$ 121'293'576.77	\$ 90'487'736.87	\$ 84'478'103.52

MSA1 Mobilization Costs				
	Quantity	Fully Loaded Salary (Hourly Rate, \$)	Hours	Total
Salaries/Wages				
Management	1	\$ 93.31	9896	\$ 923'395.76
Non-Management	1	\$ 70.00	1000	\$ 70'000.00
1A. Salaries/Wages Subtotal				\$ 993'395.76
Other Direct Costs				
Per Diem	1014	\$ 295.99	1	\$ 300'133.86
Travel and Transportation	79	\$ 1'316.46	1	\$ 104'000.34
Office Furniture/Equipment/Supplies	1	\$ 114'100.00	1	\$ 114'100.00
Utilities/Permits	12	\$ 1'000.00	1	\$ 12'000.00
Small Tools/Shop Supplies	1	\$ 129'000.00	1	\$ 129'000.00
Employee Uniforms	100	\$ 150.00	1	\$ 15'000.00
Employee Medical Exams	100	\$ 150.00	1	\$ 15'000.00
Employee Relocation	5	\$ 40'000.00	1	\$ 200'000.00
Employee Training/Certification	100	\$ 49.24	27	\$ 132'948.00
Facility Expenses and Rentals	6	\$ 3'800.00	1	\$ 22'800.00
Information System Development	1	\$ 70.00	1500	\$ 105'000.00
Other	6	\$ 4'250.00	1	\$ 25'500.00
1B. Other Direct Costs Subtotal				\$ 1'175'482.20
1	Total Direct Costs (1A + 1B)			\$ 2'168'877.96
2	General and Administrative Overhead (Total Direct Costs x ___%)			20% \$ 433'775.59
3	Mobilization Fee			\$ 156'159.21
Grand Total Mobilization Costs (1+2+3) (Enter in Line 1 on sheet "MSA Annual Cost Summary")				\$ 2'758'812.76

Additional Services MSA1												
No. of Units	Units	Year One		Year Two		Year Three		Year Four		Year Five		
		Cost Per Unit	Subtotal	Cost Per Unit	Subtotal	Cost Per Unit	Subtotal	Cost Per Unit	Subtotal	Cost Per Unit	Subtotal	
1000	Train Hour	\$ 500.00	\$ 500,000.00	\$ 500.00	\$ 500,000.00	\$ 500.00	\$ 500,000.00	\$ 500.00	\$ 500,000.00	\$ 500.00	\$ 500,000.00	
250	Man Hour	\$ 80.00	\$ 20,000.00	\$ 80.00	\$ 20,000.00	\$ 80.00	\$ 20,000.00	\$ 80.00	\$ 20,000.00	\$ 80.00	\$ 20,000.00	
8	Locomotive	\$ 25,000.00	\$ 200,000.00	\$ 25,000.00	\$ 200,000.00	\$ 25,000.00	\$ 200,000.00	\$ 25,000.00	\$ 200,000.00	\$ 25,000.00	\$ 200,000.00	
	Additional Potential Services Incremental Subtotal		\$ 720,000.00		\$ 720,000.00		\$ 720,000.00		\$ 720,000.00		\$ 720,000.00	
	Additional Charges		\$ 144,000.00		\$ 144,000.00		\$ 144,000.00		\$ 144,000.00		\$ 144,000.00	
	General & Administrative Overhead		\$ 43,200.00		\$ 43,200.00		\$ 43,200.00		\$ 43,200.00		\$ 43,200.00	
	Maximum Flood Fee		\$ -		\$ -		\$ -		\$ -		\$ -	
	Material Make-Up		\$ -		\$ -		\$ -		\$ -		\$ -	
	Additional Charges Subtotal		\$ 187,200.00		\$ 187,200.00		\$ 187,200.00		\$ 187,200.00		\$ 187,200.00	
	ANNUAL TOTAL (Enter in MSA Annual Cost Summary: Lines 2,8,9,10, or 11)		\$ 907,200.00		\$ 907,200.00		\$ 907,200.00		\$ 907,200.00		\$ 907,200.00	

Additional Services MSA2												
No. of Units	Units	Year Six		Year Seven		Year Eight		Year Nine		Year Ten		
		Cost Per Unit	Subtotal	Cost Per Unit	Subtotal	Cost Per Unit	Subtotal	Cost Per Unit	Subtotal	Cost Per Unit	Subtotal	
1000	Train Hour	\$ 500.00	\$ 500,000.00	\$ 500.00	\$ 500,000.00	\$ 500.00	\$ 500,000.00	\$ 500.00	\$ 500,000.00	\$ 500.00	\$ 500,000.00	
250	Man Hour	\$ 80.00	\$ 20,000.00	\$ 80.00	\$ 20,000.00	\$ 80.00	\$ 20,000.00	\$ 80.00	\$ 20,000.00	\$ 80.00	\$ 20,000.00	
8	Locomotive	\$ 25,000.00	\$ 200,000.00	\$ 25,000.00	\$ 200,000.00	\$ 25,000.00	\$ 200,000.00	\$ 25,000.00	\$ 200,000.00	\$ 25,000.00	\$ 200,000.00	
	Additional Potential Services Incremental Subtotal		\$ 720,000.00		\$ 720,000.00		\$ 720,000.00		\$ 720,000.00		\$ 720,000.00	
	Additional Charges		\$ 144,000.00		\$ 144,000.00		\$ 144,000.00		\$ 144,000.00		\$ 144,000.00	
	General & Administrative Overhead		\$ 43,200.00		\$ 43,200.00		\$ 43,200.00		\$ 43,200.00		\$ 43,200.00	
	Maximum Flood Fee		\$ -		\$ -		\$ -		\$ -		\$ -	
	Material Make-Up		\$ -		\$ -		\$ -		\$ -		\$ -	
	Additional Charges Subtotal		\$ 187,200.00		\$ 187,200.00		\$ 187,200.00		\$ 187,200.00		\$ 187,200.00	
	ANNUAL TOTAL (Enter in MSA Annual Cost Summary: Lines 2,8,9,10, or 11)		\$ 907,200.00		\$ 907,200.00		\$ 907,200.00		\$ 907,200.00		\$ 907,200.00	

Additional Services MSA3												
No. of Units	Units	Year Eleven		Year Twelve		Year Thirteen		Year Fourteen		Year Fifteen		
		Cost Per Unit	Subtotal	Cost Per Unit	Subtotal	Cost Per Unit	Subtotal	Cost Per Unit	Subtotal	Cost Per Unit	Subtotal	
1000	Train Hour	\$ 500.00	\$ 500,000.00	\$ 500.00	\$ 500,000.00	\$ 500.00	\$ 500,000.00	\$ 500.00	\$ 500,000.00	\$ 500.00	\$ 500,000.00	
250	Man Hour	\$ 80.00	\$ 20,000.00	\$ 80.00	\$ 20,000.00	\$ 80.00	\$ 20,000.00	\$ 80.00	\$ 20,000.00	\$ 80.00	\$ 20,000.00	
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	Additional Potential Services Incremental Subtotal		\$ 720,000.00		\$ 720,000.00		\$ 720,000.00		\$ 720,000.00		\$ 720,000.00	
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	Material Make-Up		\$ -		\$ -		\$ -		\$ -		\$ -	
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RATES FOR WORK DIRECTIVES						
LABOR CATEGORIES (ADDITIONAL CATEGORIES TO BE DEFINED BY PROPOSER)	HOURLY RATE	STRAIGHT TIME SALARY	OVERTIME PERCENT	FRINGE BENEFITS	PAYROLL TAXES	FELA
Mechanical Engineer	\$ 97.77	39.34	150.0%	\$ 10.56	\$ 7.87	\$ 5.22
Maintenance Supervisor	\$ 90.11	35.52	150.0%	\$ 10.56	\$ 7.10	\$ 5.22
Lead Mechanical Technician	\$ 84.65	32.79	150.0%	\$ 10.56	\$ 6.56	\$ 5.22
Maintenance Technician	\$ 75.89	28.42	150.0%	\$ 10.56	\$ 5.68	\$ 5.22
Maintenance Apprentice	\$ 53.99	17.49	150.0%	\$ 10.56	\$ 3.50	\$ 5.22
Electrical Engineer	\$ 97.77	39.34	150.0%	\$ 10.56	\$ 7.87	\$ 5.22
Lead Electrical Technician	\$ 87.93	34.43	150.0%	\$ 10.56	\$ 6.89	\$ 5.22
Electrical Technician	\$ 78.07	29.51	150.0%	\$ 10.56	\$ 5.90	\$ 5.22
Electrical Apprentice	\$ 57.27	19.13	150.0%	\$ 10.56	\$ 3.83	\$ 5.22
Material Manager	\$ 73.68	27.32	150.0%	\$ 10.56	\$ 5.46	\$ 5.22
Material Management Assistant	\$ 64.93	22.95	150.0%	\$ 10.56	\$ 4.59	\$ 5.22
Facility Manager	\$ 114.20	47.54	150.0%	\$ 10.56	\$ 9.51	\$ 5.22
Support and Servicing Attendant	\$ 60.56	20.77	150.0%	\$ 10.56	\$ 4.15	\$ 5.22
Clerical Support/Data Entry	\$ 64.93	22.95	150.0%	\$ 10.56	\$ 4.59	\$ 5.22
Managerial Support	\$ 64.93	22.95	150.0%	\$ 10.56	\$ 4.59	\$ 5.22
Carman	\$ 84.22	32.39	150.0%	\$ 10.56	\$ 6.79	\$ 5.22
Clerk	\$ 86.26	33.40	150.0%	\$ 10.56	\$ 7.00	\$ 5.22
Coach Cleaner	\$ 70.56	25.61	150.0%	\$ 10.56	\$ 5.37	\$ 5.22
Electrician	\$ 84.22	32.39	150.0%	\$ 10.56	\$ 6.79	\$ 5.22
Foreman-Mechanical	\$ 96.79	38.63	150.0%	\$ 10.56	\$ 8.09	\$ 5.22
Laborer	\$ 73.54	27.09	150.0%	\$ 10.56	\$ 5.68	\$ 5.22
Universal Technician	\$ 97.73	39.09	150.0%	\$ 10.56	\$ 8.20	\$ 5.22
Machinist	\$ 84.22	32.39	150.0%	\$ 10.56	\$ 6.79	\$ 5.22
Sheet Metal Mechanic	\$ 84.22	32.39	150.0%	\$ 10.56	\$ 6.79	\$ 5.22

Basic Service Plan USA1

DIRECT COSTS	Units	Year One			Year Two			Year Three			Year Four			Year Five		
		No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal
Management and Administration	Months	12	\$ 16,920.07	\$ 2,030,408.64	12	\$ 17,968.27	\$ 2,156,192.24	12	\$ 18,966.47	\$ 2,275,976.64	12	\$ 19,964.67	\$ 2,395,761.04	12	\$ 20,962.87	\$ 2,515,545.44
Maintenance and Repair - Locomotives	Months	12	\$ 79,711.42	\$ 956,537.04	12	\$ 85,212.15	\$ 1,022,545.84	12	\$ 90,712.88	\$ 1,088,554.64	12	\$ 96,213.61	\$ 1,154,563.44	12	\$ 101,714.34	\$ 1,220,572.24
Maintenance and Repair - EMU Cars	Months	12	\$ 18,460.00	\$ 221,520.00	12	\$ 19,460.00	\$ 233,520.00	12	\$ 20,460.00	\$ 245,520.00	12	\$ 21,460.00	\$ 257,520.00	12	\$ 22,460.00	\$ 269,520.00
Maintenance and Repair - Push-Pull Coaches	Months	12	\$ 18,460.00	\$ 221,520.00	12	\$ 19,460.00	\$ 233,520.00	12	\$ 20,460.00	\$ 245,520.00	12	\$ 21,460.00	\$ 257,520.00	12	\$ 22,460.00	\$ 269,520.00
ANNUAL DIRECT COSTS SUBTOTAL				\$ 4,431,426.68			\$ 4,642,724.08			\$ 4,854,021.48			\$ 5,065,318.88			\$ 5,276,616.28
ADDITIONAL CHARGES				\$ 17,936,654.13			\$ 18,936,654.13			\$ 19,936,654.13			\$ 20,936,654.13			\$ 21,936,654.13
General & Administrative Overhead				\$ 1,730,296.81			\$ 1,730,296.81			\$ 1,730,296.81			\$ 1,730,296.81			\$ 1,730,296.81
Performance Bond				\$ 1,145,357.32			\$ 1,145,357.32			\$ 1,145,357.32			\$ 1,145,357.32			\$ 1,145,357.32
ANNUAL ADDITIONAL CHARGES SUBTOTAL				\$ 2,875,654.13			\$ 2,875,654.13			\$ 2,875,654.13			\$ 2,875,654.13			\$ 2,875,654.13
ANNUAL TOTAL (Basic Service Plan USA1)				\$ 7,307,080.81			\$ 7,518,378.21			\$ 7,729,675.61			\$ 7,940,973.01			\$ 8,152,270.41

Basic Service Plan MS02

DIRECT COSTS	Units	Year Six			Year Seven			Year Eight			Year Nine			Year Ten		
		No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal
Management and Administration	Months	12	\$ 18,460.00	\$ 221,520.00	12	\$ 19,460.00	\$ 233,520.00	12	\$ 20,460.00	\$ 245,520.00	12	\$ 21,460.00	\$ 257,520.00	12	\$ 22,460.00	\$ 269,520.00
Maintenance and Repair - Locomotives	Months	12	\$ 79,711.42	\$ 956,537.04	12	\$ 85,212.15	\$ 1,022,545.84	12	\$ 90,712.88	\$ 1,088,554.64	12	\$ 96,213.61	\$ 1,154,563.44	12	\$ 101,714.34	\$ 1,220,572.24
Maintenance and Repair - EMU Cars	Months	12	\$ 18,460.00	\$ 221,520.00	12	\$ 19,460.00	\$ 233,520.00	12	\$ 20,460.00	\$ 245,520.00	12	\$ 21,460.00	\$ 257,520.00	12	\$ 22,460.00	\$ 269,520.00
Maintenance and Repair - Push-Pull Coaches	Months	12	\$ 18,460.00	\$ 221,520.00	12	\$ 19,460.00	\$ 233,520.00	12	\$ 20,460.00	\$ 245,520.00	12	\$ 21,460.00	\$ 257,520.00	12	\$ 22,460.00	\$ 269,520.00
ANNUAL DIRECT COSTS SUBTOTAL				\$ 4,431,426.68			\$ 4,642,724.08			\$ 4,854,021.48			\$ 5,065,318.88			\$ 5,276,616.28
ADDITIONAL CHARGES				\$ 17,936,654.13			\$ 18,936,654.13			\$ 19,936,654.13			\$ 20,936,654.13			\$ 21,936,654.13
General & Administrative Overhead				\$ 1,730,296.81			\$ 1,730,296.81			\$ 1,730,296.81			\$ 1,730,296.81			\$ 1,730,296.81
Performance Bond				\$ 1,145,357.32			\$ 1,145,357.32			\$ 1,145,357.32			\$ 1,145,357.32			\$ 1,145,357.32
ANNUAL ADDITIONAL CHARGES SUBTOTAL				\$ 2,875,654.13			\$ 2,875,654.13			\$ 2,875,654.13			\$ 2,875,654.13			\$ 2,875,654.13
ANNUAL TOTAL (Basic Service Plan MS02)				\$ 7,307,080.81			\$ 7,518,378.21			\$ 7,729,675.61			\$ 7,940,973.01			\$ 8,152,270.41

Basic Service Plan USA3

DIRECT COSTS	Units	Year Eleven			Year Twelve			Year Thirteen			Year Fourteen			Year Fifteen		
		No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal
Management and Administration	Months	12	\$ 18,460.00	\$ 221,520.00	12	\$ 19,460.00	\$ 233,520.00	12	\$ 20,460.00	\$ 245,520.00	12	\$ 21,460.00	\$ 257,520.00	12	\$ 22,460.00	\$ 269,520.00
Maintenance and Repair - Locomotives	Months	12	\$ 79,711.42	\$ 956,537.04	12	\$ 85,212.15	\$ 1,022,545.84	12	\$ 90,712.88	\$ 1,088,554.64	12	\$ 96,213.61	\$ 1,154,563.44	12	\$ 101,714.34	\$ 1,220,572.24
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Maintenance and Repair - Push-Pull Coaches	Months	12	\$ 18,460.00	\$ 221,520.00	12	\$ 19,460.00	\$ 233,520.00	12	\$ 20,460.00	\$ 245,520.00	12	\$ 21,460.00	\$ 257,520.00	12	\$ 22,460.00	\$ 269,520.00
ANNUAL DIRECT COSTS SUBTOTAL				\$ 4,431,426.68			\$ 4,642,724.08			\$ 4,854,021.48			\$ 5,065,318.88			\$ 5,276,616.28
ADDITIONAL CHARGES				\$ 17,936,654.13			\$ 18,936,654.13			\$ 19,936,654.13			\$ 20,936,654.13			\$ 21,936,654.13
General & Administrative Overhead				\$ 1,730,296.81			\$ 1,730,296.81			\$ 1,730,296.81			\$ 1,730,296.81			\$ 1,730,296.81
Performance Bond				\$ 1,145,357.32			\$ 1,145,357.32			\$ 1,145,357.32			\$ 1,145,357.32			\$ 1,145,357.32
ANNUAL ADDITIONAL CHARGES SUBTOTAL				\$ 2,875,654.13			\$ 2,875,654.13			\$ 2,875,654.13			\$ 2,875,654.13			\$ 2,875,654.13
ANNUAL TOTAL (Basic Service Plan USA3)				\$ 7,307,080.81			\$ 7,518,378.21			\$ 7,729,675.61			\$ 7,940,973.01			\$ 8,152,270.41

Maintenance Price Assumptions <small>(Use additional worksheets as necessary)</small>
Our understanding of the RFP is, that the Basic Service Plan does not require any universal technicians.
Our understanding of the RFP is, that the current staffing and procedures are sufficient to provide the cleaning services according to the contract. Based on our experience, we see significant quality improvement potential with the existing fleet but also an optimized cleaning process with the new fleet of EMUs
Our understanding of the RFP is, that the number of diesel trainsets in daily revenue service from year 7 onwards is 3 (5 trainsets - 1 hot standby and 1 for maintenance).
Our understanding of the RFP is, that all material costs will be reimbursed by JPB.
Our understanding of the RFP is, that overhaul activities are not part of the Basic Service Plan.
Our understanding of the RFP is, that the quantities and rates of existing staff, submitted per Addendum #5 will be the starting position for Year 1 of the MSA.
Our understanding of the RFP is, that any quality improvements and efficiency gains that can be realized leading to a possible reduction of the work demand will result in a JPB directive to do so. JPB would therefore support Stadler and Railplan in the negotiations with the unions, any cost associated with workforce optimization will be carried as additional indirect costs in the annual budget.
We understand that the RFP defines the workload for the Facility management with 1 Manager, 3 Janitors, 4 Technicians. Relevant specialist services, such as recalibration of the underfloor wheel lathe will be purchased for a specialized company outside of the scope of services of Stadler/Railplan.
For the calculation of inflation until NTP, Stadler utilized a 3% ratio based on the information provided in the union agreements. Stadler understands that any updated union agreement until NTP will reflect the JPB intention to bind the salary increase to the California Consumer Price Index. If a significant difference due to prevailing wage and other labor law provisions arises
Our understanding of the RFP is that, although the Material Costs are considered direct costs according to Addendum 9, they are not included in the proposed budget of the Basic Service Agreement respectively the Service Plan. The costs will be reimbursed at cost by JPB.

Tel. +41 71 626 15 22
Fax +41 71 626 21 28
E-Mail stefan.rutishauser@stadlerrail.com

Alicia Fraumeni
Senior Contract Officer
Contracts & Procurement Department
Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
San Carlos, CA 94070-130

Email: EMU@caltrain.com

February 16th, 2016

Stefan Rutishauser
Marketing & Sales Director Stadler Rail
New Markets
Stadler Rail Management AG
Ernst-Stadler-Strasse 1
CH-9565 Bussnang
stefan.rutishauser@stadlerrail.com

**Subject: Procurement of Bi-Level Electric Multiple Units (EMU), RFP
No.: 14-PCJPB-P-056
Maintenance Services Option for New EMUs, Existing Diesel
Rail Vehicles and Facilities**

Dear Mrs Alicia Fraumeni

Stadler Rail U.S., the Prime Contractor, with Stadler Rail AG is pleased to submit our fully compliant Proposal to the Peninsula Corridor Joint Powers Board in response to the Request for Proposal for Maintenance Services Option for New EMUs, Existing Diesel Rail Vehicles and Facilities. Enclosed herein, as required by the RFP, are one (1) original, eleven (11) copies and three (3) USBs containing an electronic copy, of our Proposal. Our proposal is comprised of both technical qualifications, and certifications

which forms the Technical Proposal package and our Price Proposal, provided under separate sealed cover .

This transmittal letter forms part of the Executive Summary attached with this letter and meets the requirements for information as prescribed in the RFP. Stadler Rail U.S. located in . located in 231 North Ave. W. No. 112, Westfield, NJ 07090, commits that our proposal is valid for 180 days from this submission date.

Stadler will perform the maintenance services for the new EMU fleet, and has retained a major subcontractor RailPlan Inc. to bring its significant US service history to ensure the successful maintenance of the existing diesel fleet. The quality, capability and experience of any company can be best displayed by positive customer references. Stadler and RailPlan have worked hard and in close collaboration with their customers to achieve a proven track record – a combined service history of over 35 years providing rail maintenance services. The successful implementation of many rolling stock maintenance projects around the world was possible due to our flat organizations, the “together” and “doing” culture as well as the constant drive to become more efficient and effective. Stadler is confident that its team approach, including RailPlan, will produce a nimble organization best able to effectively and efficiently serve the JPB.

We look forward to having the opportunity to work with you as we sincerely wish to be part of the growth and success of Caltrain. Please contact our Bid Manager, Director of Sales and Marketing - Stefan Rutishauser if you have questions regarding this submission. His contact information is provided herein.

For any questions or clarifications in respect of this proposal, please contact our responsible Proposal Manager and Sales Director Mr. Stefan Rutishauser.

Kind regards



Martin Ritter
CEO and President

Stadler US Inc.

231 North Ave. W. No. 112,
Westfield, NJ 07090
martin.ritter@stadlerrail.com
+41 71 626 94 14
+41 79 718 96 76



Stefan Rutishauser
Marketing & Sales Director
New Markets
Stadler Rail Management AG

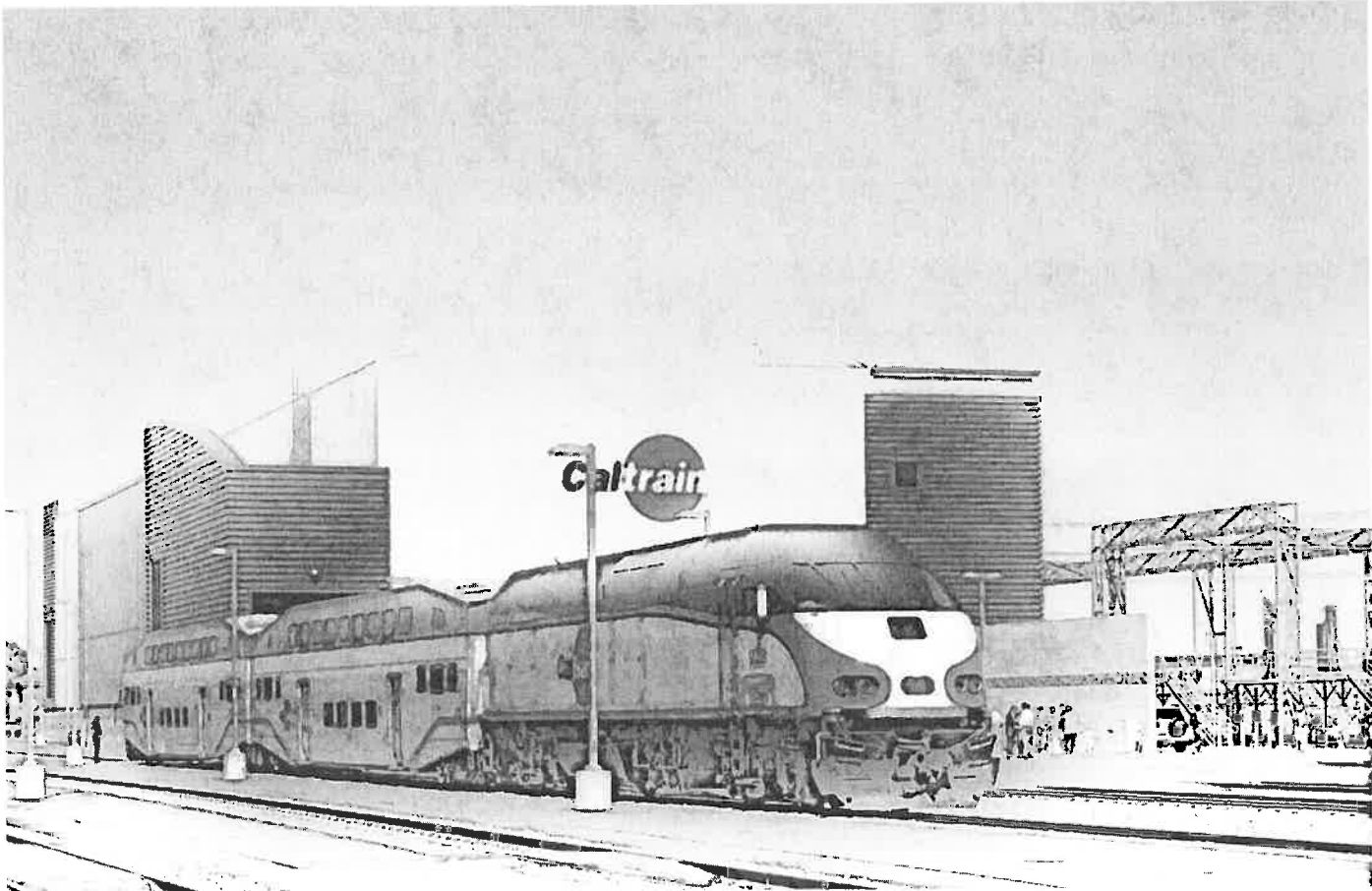
Ernst-Stadler-Strasse 1
CH-9565 Bussnang
stefan.rutishauser@stadlerrail.com
+41 71 626 15 22
+41 79 590 88 48

Request for Proposal
No. 14-PCJPB-056

Maintenance
Services Option

March 10, 2016

STADLER





Stadler's service does not end with vehicle delivery, we maintain our rolling stock too, ensuring customers receive the most from their assets. Maintaining high vehicle availability is crucial to enable an efficient and competitive rail operation. With a team of highly skilled services personnel, Stadler has consistently provided its customers with quality support throughout our vehicles' lifetime following the philosophy of safety first and quality always. We will bring this same commitment to Caltrain for the JPB EMU bi-level project.

Stadler US Inc. is the corporate entity responsible for the execution of all US contracts and will be the responsible party for the maintenance services agreement. Stadler US Inc. will utilize the service and experience of Stadler Rail Services, which is responsible for the execution of all maintenance and operations contracts awarded to Stadler. For this contract, Stadler has included a subcontractor, RailPlan International Inc. in order to utilize their strong US experience and knowledge in the maintenance team. Stadler will maintain the new fleet and RailPlan will maintain the diesel-fleet. Both organizations combined have a proven record of accomplishment and will provide optimal services to JPB for the Caltrain operations. Stadler provides maintenance services for over 350 trainsets to 17 railway companies in 14 different countries. Since the first contract over 10 years ago, Stadler has an accumulated experience of over 100 years with the fleets operating for over 72 million trainset miles per year. Our performance has resulted in repeat orders or contract extensions for the maintenance projects. RailPlan has provided passenger rail Mechanical services for rolling stock and facility maintenance contracts for over 25 years. RailPlan employees have extensive experience in the US servicing and maintaining diesel electric passenger rail trainsets in full compliance with all regulatory requirements.

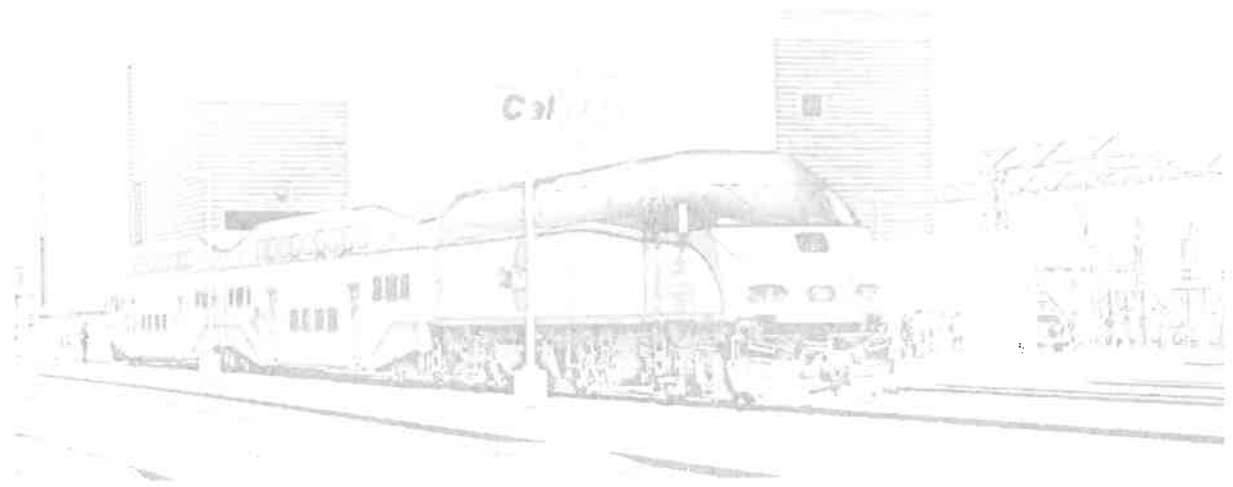
Stadler and RailPlan are natural team partners as they share the same holistic approach to maintenance: preventative maintenance and daily and periodic inspections. A philosophy of staggering preventive and corrective maintenance on the fleet across the periods of predetermined regulatory requirements will allow the team to minimize the time out of service, spares requirements and will result in high availability of the trainsets. Our strategy will focus on minimizing train consist changes and keeping the teams on value-added maintenance activities. To enhance control of the process, we will use our own maintenance management system for planning, tracking and documenting maintenance and any malfunctions that may occur, and performance parameters. The system functions are designed for managing tasks, resources [material, staff and location] in order to efficiently sequence work, optimize stock, and increase overall service life. In addition we will track the vehicles history. Safety training will be the cornerstone of our employee engagement and training program. The safety of our employees, Caltrain riders and staff and the communities within and adjacent to Caltrain service territory and its facilities will be the focus of safety without exception. Stadler is certified and follows the OHSAS 18001 (Occupational Health and Safety Management Systems—Requirements), an internationally applied British Standard. As a part of our mobilization, Stadler will adapt its processes to fully comply with JPB and legislator requirements, as it has done in 14 different countries so far.

Stadler has considerable experience in taking over existing maintenance operations as well as building new operations as a green field approach achieving over 99.5% full fleet availability. The team will ensure the maintenance services transition seamlessly from the existing services provider to Stadler, through an orderly and transparent transfer of responsibilities, organized by critical work streams. It is Stadler's objective to fully

STADLER MAINTENANCE SERVICE OPTION



cooperate and collaborate with JPB/Caltrain to ensure the transition of records and the maintenance services occurs smoothly and seamlessly. Stadler Service - make sure it rolls.



Givens, Patrice

From: Roland Lebrun <ccss@msn.com>
Sent: Thursday, January 07, 2021 4:36 PM
To: Board (@caltrain.com)
Cc: SFCTA Board Secretary; VTA Board Secretary; MTC Info; CHSRA Board; cacsecretary
[@caltrain.com]; Caltrain, Bac (@caltrain.com); SFCTA CAC; PRA
Subject: Re: Caltrain Board meeting item 12.a 5-year TASI contract extension

Dear Chair Davis,

Pursuant to Government Code §6250 et seq, please provide a comprehensive list of incidents involving TASI employees and passengers since the first (2011) contract award categorized as follows:

- Assault
- Sexual encounter (whether consensual or not)
- Substance abuse (alcohol/drugs)
- Breach of safety protocols

For each incident, please provide the following information:

- 1) Date of the incident
- 2) Brief description
- 3) TASI corrective action
- 4) JPB response

Thank you in advance for your prompt attention to this request.

Roland Lebrun

CC

SFCTA Commissioners

VTA Board of Directors

MTC Commissioners

CHSRA Board of Directors

Caltrain CAC

Caltrain BAC

SFCTA CAC

VTA CAC

From: Roland Lebrun <ccss@msn.com>
Sent: Wednesday, January 6, 2021 5:31 PM
To: Caltrain Board <board@caltrain.com>
Cc: SFCTA Board Secretary <clerk@sfcta.org>; VTA Board Secretary <board.secretary@vta.org>; MTC Info <info@bayareametro.gov>; CHSRA Board <boardmembers@hsr.ca.gov>; Caltrain CAC Secretary <cacsecretary@caltrain.com>; Caltrain BAC <bac@caltrain.com>; SFCTA CAC <cac@sfcta.org>
Subject: Re: Caltrain Board meeting item 12.a 5-year TASI contract extension

Dear Chair Pine,

Please accept my apologies for attaching the wrong document to my earlier email. The attached document is the Stadler price proposal for maintaining the EMUs and the remaining diesel trainsets.

Sincerely,

Roland Lebrun

From: Roland Lebrun
Sent: Wednesday, January 6, 2021 5:11 AM
To: Caltrain Board <board@caltrain.com>
Cc: SFCTA Board Secretary <clerk@sfcta.org>; VTA Board Secretary <board.secretary@vta.org>; MTC Info <info@bayareametro.gov>; CHSRA Board <boardmembers@hsr.ca.gov>; Caltrain CAC Secretary <cacsecretary@caltrain.com>; Caltrain BAC <bac@caltrain.com>; SFCTA CAC <cac@sfcta.org>
Subject: Caltrain Board meeting item 12.a 5-year TASI contract extension

Dear Chair Pine and Board members,

Further to Ms. Bouchard's March 2017 letter to TASI (attached) which ignored the September 1 2011 Board resolution to award a 5-year contract followed by five one-year extensions, please modify the current staff recommendation for a third 5-year contract extension to five one-year extensions for the following reasons:

- 1) It is unclear why SamTrans are proposing a \$1/2B+ 5-year (100% of Measure RR!) **single-source bundled evergreen contract** extension to 2027 given that the JPB is currently engaging Howard Permutt on recommendations for a new governance structure.
- 2) **The execution of this contract extension should be the responsibility of the new administration, not SamTrans.**
- 3) **The next administration's top priority should be to unbundle this evergreen contract**, starting with establishing specific cost ranges for the following categories:

- Administration/Safety

Why should Caltrain have to pay for Administration twice (SamTrans and TASI)?

What are the opportunities for streamlining/consolidation including bringing this function in-house under the new administration?

- Operations

Why is SamTrans proposing to bundle rail and train operations?

While there is sufficient overlap between rail operations and Maintenance of Way to justify awarding a bundled rail O&M contract to TASI or some other entity, it is unclear why train operations should be bundled with the same contract when ACE, Capitol Corridor and Metrolink operate primarily as UPRR and/or BNSF tenants (they do not own the rails they operate on).

Of more serious concern, **train operations should be a net source of revenue** (trackage rights, rolling stock availability payments/leasing to a Train Operating Company (TOC), etc.) **not an operating expense.**

As an example, the JPB was approached by a private company in 2015 but **this unsolicited proposal was never referred to the Board for consideration:**

. Verbal presentation to the LPMG: ***“Finance and operate trains at a significantly lower cost”***: <https://www.youtube.com/watch?t=5463&v=3TNFWZrzUw4>

. Promotional video: <https://youtu.be/BTYUBsu6KQg>

. CNBC interview: ***“We can bring new trains in two years (2018) to run on freight infrastructure or public railroads”*** <https://www.cnbc.com/video/2015/06/03/czech-company-to-bring-euro-style-trains-to-us.html>

. Testimonials (**Stanford** and others):

<https://leoexpress-california.herokuapp.com/#testimonials>.

Last but not least, **private operators are always incentivized to increase revenues (profits) through increased ridership, not increased fares** and could provide valuable input on schedules and train configurations (Leo Express' fleet includes five Stadler FLIRT EMUs financed with private capital). **A private operator would also never settle for a less than a 100% ticket checking target vs the SamTrans/TASI 50% proposal.**

- Maintenance of Equipment

Once again, why is rolling stock maintenance bundled into a single contract when the optimal solution is to entrust maintenance to the manufacturer (**superior service AT A LOWER COST**)? Specifically, **why did SamTrans staff ignore the Stadler proposal included with their response to the EMU RFP (attached)?**

Please refer the above proposals to Howard Permutt for further analysis and eventual recommendation to the Board on how to proceed with this contract.

Givens, Patrice

From: Roland Lebrun <ccss@msn.com>
Sent: Saturday, January 09, 2021 1:37 PM
To: cacsecretary [@caltrain.com]
Cc: VTA Board Secretary; SFCTA Board Secretary; MTC Info; SFCTA CAC; Board (@caltrain.com)
Subject: Re: Restoring Caltrain ridership
Attachments: Restoring Caltrain ridership.pdf

Dear Chair Shaw and CAC members,

Further to my letter of May 11th 2020 (attached and below), please direct SamTrans staff to add the following presentation to the 1/20 Caltrain CAC meeting agenda:

https://tipa.org/uploads/2021/01/Item-4_Caltrain-Presentation_CAC_01_12_21.pdf.

Thank you in advance and Happy and Safe New Year to you and yours.

Roland Lebrun

CC

Caltrain Board of Directors
SFCTA Commissioners
VTA Board of Directors
MTC Commissioners
SFCTA CAC
VTA CAC

From: Roland Lebrun
Sent: Monday, May 11, 2020 11:15 AM
To: Caltrain Board <board@caltrain.com>
Cc: VTA Board Secretary <board.secretary@vta.org>; SFCTA Board Secretary <clerk@sfcta.org>; MTC Info <info@bayareametro.gov>; Caltrain CAC Secretary <cacsecretary@caltrain.com>; SFCTA CAC <cac@sfcta.org>
Subject: Restoring Caltrain ridership

Dear Chair Pine and Board members,

Further to SamTrans staff's catastrophic decision to achieve physical distancing through the termination of the popular Baby Bullet service and the ensuing disappearance of 98% of the Caltrain ridership, the purpose of the attached letter is to:

- 1) Follow up on Director Collins' request for the implementation of rigid physical distancing protocols on trains.
- 2) **Propose a schedule focused on restoring ridership during the pandemic.**

Thank you in advance for your consideration

Roland Lebrun

cc

SFCTA Commissioners
VTA Board of Directors
MTC Commissioners
Caltrain CAC
SFCTA CAC
VTA CAC

Thank You.

Roland Lebrun.

CC

SFCTA Commissioners

VTA Board of Directors

MTC Commissioners

CHSRA Board of Directors

Caltrain CAC

Caltrain BAC

SFCTA CAC

VTA CAC

Dear Chair Pine and Board members,

Further to SamTrans staff's catastrophic decision to achieve physical distancing through the termination of the popular Baby Bullet service and the ensuing disappearance of 98% of the Caltrain ridership, the purpose of this letter is to:

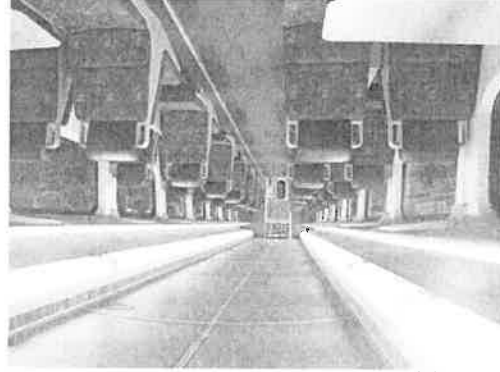
- 1) Follow up on Director Collins' request for the implementation of **rigid physical distancing protocols** on trains.
- 2) Propose a schedule focused on restoring ridership during the pandemic.

Background

Caltrain currently operates two kinds of railcars: "Gallery" cars with a single high entrance door and two single rows of seats on the upper deck.



"Bombarrier" cars with dual door entrances at opposite ends and 2+2 seating on both the upper and lower decks.



Physical Distancing

- 6-foot distancing on Gallery car upper decks is physically impossible, making it mandatory to close off all Gallery car upper decks during the pandemic.
- 6-foot distancing is achievable on the remaining 2+2 seating by eliminating every aisle seat and every other window seat for a 75% reduction in capacity (6 out of every 8 seats).
- Stair access must be restricted to a single direction (either up or down).
- Face masks must be worn at all times (no exceptions). Transit Police will carry spares for passengers needing assistance.
- Standeers will not be allowed on any train except in the Gallery bicycle storage areas (maximum 8 standees per bicycle car; total 16 standees).
- Conductors will walk the trains between stations to ensure that all protocols are being adhered to and may request Transit Police assistance.

Revised Schedule

- Hourly local (all stops) **Gallery trains** will continue during hours of operations.
- Hourly **Bullet Bombardier** trains will make stops at San Jose, Sunnyvale, Mountain View, Palo Alto, Redwood City, San Mateo, Millbrae and San Francisco during all hours of operations.
- Buses will be timed to provide connections with Bullet trains.
- Bullet service frequency will be increased to match demand.
- Hourly local service will be terminated if it interferes with Bullet traffic.
- Two Bombardier trains will be on standby at Redwood Junction during peak to relieve overcrowding as necessary.

Respectfully submitted for your consideration.

Roland Lebrun

Givens, Patrice

From: Seamans, Dora
Sent: Tuesday, January 12, 2021 9:47 AM
To: 'Roland Lebrun'
Cc: Board (@caltrain.com); cacsecretary [@caltrain.com]
Subject: FW: Records request FW: Caltrain Board meeting item 12.a 5-year TASI contract extension

Dear Mr. LeBrun – this email is to confirm receipt of your records request received on 01/07/2021 for a comprehensive list of incidents involving TASI employees and passengers since the 2011 contract award (with dates, description, action, and response). We will produce any responsive records that are neither privileged nor exempt from disclosure by the California Public Records Act. We will work reasonably and diligently to determine if the District has responsive records, and will provide those records to you promptly, with document production occurring on a rolling basis as needed. However, we are sure that you will understand that the COVID-19 pandemic has caused staff-time shortages and put inordinate stress on all District functions. Due to the requirements set forth in California's Executive Order No. 33-20, it may therefore reasonably take some time to collect and appropriately review records prior to disclosure. We will provide you a status update as to your request as soon as possible.

Best,

Dora Seamans

Dora Seamans, MPA, CMC
Executive Officer/District Secretary
SamTrans, Executive Administration
1250 San Carlos Ave
San Carlos, CA 94070
Tel: 650-508-6242
Seamansd@samtrans.com

From: Roland Lebrun <ccss@msn.com>
Sent: Thursday, January 7, 2021 4:36 PM
To: Board (@caltrain.com) <BoardCaltrain@samtrans.com>
Cc: SFCTA Board Secretary <clerk@sfcta.org>; VTA Board Secretary <board.secretary@vta.org>; MTC Info <info@bayareametro.gov>; CHSRA Board <boardmembers@hsr.ca.gov>; cacsecretary [@caltrain.com] <cacsecretary@caltrain.com>; Caltrain, Bac (@caltrain.com) <baccaltrain@samtrans.com>; SFCTA CAC <cac@sfcta.org>; PRA <PRA@samtrans.com>
Subject: Re: Caltrain Board meeting item 12.a 5-year TASI contract extension

Dear Chair Davis,

Pursuant to Government Code §6250 et seq, please provide a comprehensive list of incidents involving TASI employees and passengers since the first (2011) contract award categorized as follows:

- Assault
- Sexual encounter (whether consensual or not)
- Substance abuse (alcohol/drugs)
- Breach of safety protocols

For each incident, please provide the following information:

- 1) Date of the incident
- 2) Brief description
- 3) TASI corrective action
- 4) JPB response

Thank you in advance for your prompt attention to this request.

Roland Lebrun

CC

SFCTA Commissioners

VTA Board of Directors

MTC Commissioners

CHSRA Board of Directors

Caltrain CAC

Caltrain BAC

SFCTA CAC

VTA CAC

From: Roland Lebrun <ccss@msn.com>
Sent: Wednesday, January 6, 2021 5:31 PM
To: Caltrain Board <board@caltrain.com>
Cc: SFCTA Board Secretary <clerk@sfcta.org>; VTA Board Secretary <board.secretary@vta.org>; MTC Info <info@bayareametro.gov>; CHSRA Board <boardmembers@hsr.ca.gov>; Caltrain CAC Secretary <cacsecretary@caltrain.com>; Caltrain BAC <bac@caltrain.com>; SFCTA CAC <cac@sfcta.org>
Subject: Re: Caltrain Board meeting item 12.a 5-year TASI contract extension

Dear Chair Pine,

Please accept my apologies for attaching the wrong document to my earlier email. The attached document is the Stadler price proposal for maintaining the EMUs and the remaining diesel trainsets.

Sincerely,

Roland Lebrun

From: Roland Lebrun
Sent: Wednesday, January 6, 2021 5:11 AM
To: Caltrain Board <board@caltrain.com>

Cc: SFCTA Board Secretary <clerk@sfcta.org>; VTA Board Secretary <board.secretary@vta.org>; MTC Info <info@bayareametro.gov>; CHSRA Board <boardmembers@hsr.ca.gov>; Caltrain CAC Secretary <cacsecretary@caltrain.com>; Caltrain BAC <bac@caltrain.com>; SFCTA CAC <cac@sfcta.org>
Subject: Caltrain Board meeting item 12.a 5-year TASI contract extension

Dear Chair Pine and Board members,

Further to Ms. Bouchard's March 2017 letter to TASI (attached) which ignored the September 1 2011 Board resolution to award a 5-year contract followed by five one-year extensions, please modify the current staff recommendation for a third 5-year contract extension to five one-year extensions for the following reasons:

- 1) It is unclear why SamTrans are proposing a \$1/2B+ 5-year (100% of Measure RR!) **single-source bundled evergreen contract** extension to 2027 given that the JPB is currently engaging Howard Permutt on recommendations for a new governance structure.
- 2) **The execution of this contract extension should be the responsibility of the new administration, not SamTrans.**
- 3) **The next administration's top priority should be to unbundle this evergreen contract**, starting with establishing specific cost ranges for the following categories:

- Administration/Safety

Why should Caltrain have to pay for Administration twice (SamTrans and TASI)?

What are the opportunities for streamlining/consolidation including bringing this function in-house under the new administration?

- Operations

Why is SamTrans proposing to bundle rail and train operations?

While there is sufficient overlap between rail operations and Maintenance of Way to justify awarding a bundled rail O&M contract to TASI or some other entity, it is unclear why train operations should be bundled with the same contract when ACE, Capitol Corridor and Metrolink operate primarily as UPRR and/or BNSF tenants (they do not own the rails they operate on).

Of more serious concern, train operations should be a net source of revenue (trackage rights, rolling stock availability payments/leasing to a Train Operating Company (TOC), etc.) **not an operating expense.**

As an example, the JPB was approached by a private company in 2015 but **this unsolicited proposal was never referred to the Board for consideration:**

. Verbal presentation to the LPMG: "**Finance and operate trains at a significantly lower cost**": <https://www.youtube.com/watch?t=5463&v=3TNFWZrzUw4>

. Promotional video: <https://youtu.be/BTYUBsu6KQg>

. CNBC interview: “***We can bring new trains in two years (2018) to run on freight infrastructure or public railroads***” <https://www.cnbc.com/video/2015/06/03/czech-company-to-bring-euro-style-trains-to-us.html>

. Testimonials (**Stanford and others**):

<https://leoexpress-california.herokuapp.com/#testimonials>.

Last but not least, **private operators are always incentivized to increase revenues (profits) through increased ridership, not increased fares** and could provide valuable input on schedules and train configurations (Leo Express' fleet includes five Stadler FLIRT EMUs financed with private capital). **A private operator would also never settle for a less than a 100% ticket checking target** vs the SamTrans/TASI 50% proposal.

- Maintenance of Equipment

Once again, why is rolling stock maintenance bundled into a single contract when the optimal solution is to entrust maintenance to the manufacturer (**superior service AT A LOWER COST**)? Specifically, **why did SamTrans staff ignore the Stadler proposal included with their response to the EMU RFP** (attached)?

Please refer the above proposals to Howard Permutt for further analysis and eventual recommendation to the Board on how to proceed with this contract.

Thank You.

Roland Lebrun.

CC

SFCTA Commissioners

VTA Board of Directors

MTC Commissioners

CHSRA Board of Directors

Caltrain CAC

Caltrain BAC

SFCTA CAC

VTA CAC

Givens, Patrice

From: Roland Lebrun <ccss@msn.com>
Sent: Wednesday, January 13, 2021 1:13 AM
To: Board (@caltrain.com)
Cc: SFCTA Board Secretary; VTA Board Secretary; MTC Info; CHSRA Board; cacsecretary
[@caltrain.com]; Caltrain, Bac (@caltrain.com); SFCTA CAC; PRA
Subject: Re: Caltrain Board meeting item 12.a 5-year TASI contract extension

Dear Chair Davis,

Pursuant to Government Code §6250 et seq, please provide a comprehensive list of equipment failures which resulted in the termination of a train before it reached its scheduled destination since the first (2011) TASI contract award.

For each incident, please provide the following information:

- 1) Date of the incident
- 2) Brief description of the failure that caused the train to be terminated
- 3) TASI corrective action
- 4) JPB response

Thank you in advance for your prompt attention to this request.

Roland Lebrun

CC

SFCTA Commissioners

VTA Board of Directors

MTC Commissioners

CHSRA Board of Directors

Caltrain CAC

Caltrain BAC

SFCTA CAC

VTA CAC

Givens, Patrice

From: Roland Lebrun <ccss@msn.com>
Sent: Wednesday, January 13, 2021 1:50 AM
To: Board (@caltrain.com)
Cc: SFCTA Board Secretary; VTA Board Secretary; MTC Info; CHSRA Board; cacsecretary
[@caltrain.com]; Caltrain, Bac (@caltrain.com); SFCTA CAC; PRA
Subject: Re: Caltrain Board meeting item 12.a 5-year TASI contract extension

Dear Chair Davis,

Pursuant to Government Code §6250 et seq, please refer to this slide and provide an annual breakdown of costs by category since the first (2011) contract was awarded:

Caltrain

Scope

- Procuring Operator for Bundled Scope o
 - Management Services
 - Safety Oversight
 - Train Operations
 - Fleet Maintenance
 - Right of Way Maintenance
 - Signal and Communication Maintenance
 - Station and Facility Maintenance
 - On-call Additional Services and Construction

https://www.caltrain.com/Assets/_Agendas+and+Minutes/JPB/Board+of+Directors/Presentations/2011/9-1-11+New+Rail+Operator+PowerPoint.pdf

Caltrain Rail Operations, Maintenance and Support Services Procurement Process

Caltrain Rail Operations, Maintenance and Support Services Procurement Process Board of Directors September 1, 2011 2 Background - Current agreement expired June 30, 2011. -Service provided for 10 years under current agreement -Services continue to be provided on a month-to-month basis until June 2012, if needed

Thank you in advance for your prompt attention to this request.

Roland Lebrun

CC

SFCTA Commissioners

VTA Board of Directors

MTC Commissioners

CHSRA Board of Directors

Caltrain CAC

Caltrain BAC

SFCTA CAC

VTA CAC

Givens, Patrice

From: Brian David Shaw <bshaw2@stanford.edu>
Sent: Wednesday, January 13, 2021 1:40 PM
To: Roland Lebrun; cacsecretary [@caltrain.com]
Cc: VTA Board Secretary; SFCTA Board Secretary; MTC Info; SFCTA CAC; Board (@caltrain.com)
Subject: RE: Restoring Caltrain ridership

Roland,

We can put this item on our work plan of items to be scheduled. This item was discussed with the CAC during the November 2020 meeting.

Thanks,

BRIAN SHAW
Executive Director
bshaw2@stanford.edu | 650.723.5815

Stanford | Transportation

From: Roland Lebrun <ccss@msn.com>
Sent: Saturday, January 9, 2021 1:37 PM
To: Caltrain CAC Secretary <cacsecretary@caltrain.com>
Cc: VTA Board Secretary <board.secretary@vta.org>; SFCTA Board Secretary <clerk@sfcta.org>; MTC Info <info@bayareametro.gov>; SFCTA CAC <cac@sfcta.org>; Caltrain Board <board@caltrain.com>
Subject: Re: Restoring Caltrain ridership

Dear Chair Shaw and CAC members,

Further to my letter of May 11th 2020 (attached and below), please direct SamTrans staff to add the following presentation to the 1/20 Caltrain CAC meeting agenda:

https://tipa.org/uploads/2021/01/Item-4_Caltrain-Presentation_CAC_01_12_21.pdf.

Thank you in advance and Happy and Safe New Year to you and yours.

Roland Lebrun

CC

Caltrain Board of Directors
SFCTA Commissioners
VTA Board of Directors
MTC Commissioners
SFCTA CAC
VTA CAC

From: Roland Lebrun

Sent: Monday, May 11, 2020 11:15 AM

To: Caltrain Board <board@caltrain.com>

Cc: VTA Board Secretary <board.secretary@vta.org>; SFCTA Board Secretary <clerk@sfcta.org>; MTC Info <info@bayareametro.gov>; Caltrain CAC Secretary <cacsecretary@caltrain.com>; SFCTA CAC <cac@sfcta.org>

Subject: Restoring Caltrain ridership

Dear Chair Pine and Board members,

Further to SamTrans staff's catastrophic decision to achieve physical distancing through the termination of the popular Baby Bullet service and the ensuing disappearance of 98% of the Caltrain ridership, the purpose of the attached letter is to:

- 1) Follow up on Director Collins' request for the implementation of rigid physical distancing protocols on trains.
- 2) **Propose a schedule focused on restoring ridership during the pandemic.**

Thank you in advance for your consideration

Roland Lebrun

cc

SFCTA Commissioners
VTA Board of Directors
MTC Commissioners
Caltrain CAC
SFCTA CAC
VTA CAC

Givens, Patrice

From: Board (@caltrain.com)
Sent: Wednesday, January 13, 2021 2:05 PM
To: 'Roland Lebrun'
Cc: cacsecretary [@caltrain.com]; Caltrain, Bac (@caltrain.com); Board (@caltrain.com)
Subject: Confirmed receipt RE: Caltrain Board meeting item 12.a 5-year TASI contract extension

Dear Mr. LeBrun – this email is to confirm receipt of your records request received on 01/13/2021 for a comprehensive list of a comprehensive list of equipment failures which resulted in the termination of a train before it reached its scheduled destination since the first (2011) TASI contract award (with dates, description, action, and response). We will produce any responsive records that are neither privileged nor exempt from disclosure by the California Public Records Act. We will work reasonably and diligently to determine if the District has responsive records, and will provide those records to you promptly, with document production occurring on a rolling basis as needed. However, we are sure that you will understand that the COVID-19 pandemic has caused staff-time shortages and put inordinate stress on all District functions. Due to the requirements set forth in California's Executive Order No. 33-20, it may therefore reasonably take some time to collect and appropriately review records prior to disclosure. We will provide you a status update as to your request as soon as possible.

Best,

Dora Seamans

Dora Seamans, MPA, CMC
Executive Officer/District Secretary
SamTrans, Executive Administration
1250 San Carlos Ave
San Carlos, CA 94070
Tel: 650-508-6242
Seamansd@samtrans.com

From: Roland Lebrun <ccss@msn.com>
Sent: Wednesday, January 13, 2021 1:13 AM
To: Board (@caltrain.com) <BoardCaltrain@samtrans.com>
Cc: SFCTA Board Secretary <clerk@sfcta.org>; VTA Board Secretary <board.secretary@vta.org>; MTC Info <info@bayareametro.gov>; CHSRA Board <boardmembers@hsr.ca.gov>; cacsecretary [@caltrain.com] <cacsecretary@caltrain.com>; Caltrain, Bac (@caltrain.com) <baccaltrain@samtrans.com>; SFCTA CAC <cac@sfcta.org>; PRA <PRA@samtrans.com>
Subject: Re: Caltrain Board meeting item 12.a 5-year TASI contract extension

Dear Chair Davis,

Pursuant to Government Code §6250 et seq, please provide a comprehensive list of equipment failures which resulted in the termination of a train before it reached its scheduled destination since the first (2011) TASI contract award.

For each incident, please provide the following information:

- 1) Date of the incident
- 2) Brief description of the failure that caused the train to be terminated
- 3) TASI corrective action
- 4) JPB response

Thank you in advance for your prompt attention to this request.

Roland Lebrun

CC

SFCTA Commissioners

VTA Board of Directors

MTC Commissioners

CHSRA Board of Directors

Caltrain CAC

Caltrain BAC

SFCTA CAC

VTA CAC

Givens, Patrice

From: Board (@caltrain.com)
Sent: Wednesday, January 13, 2021 2:13 PM
To: 'Roland Lebrun'
Cc: Board (@caltrain.com); cacsecretary [@caltrain.com]; Caltrain, Bac (@caltrain.com)
Subject: RE: Caltrain Board meeting item 12.a 5-year TASI contract extension

Dear Mr. LeBrun – this email is to confirm receipt of your records request received on 01/13/2021 for a comprehensive list of annual breakdown of costs by category since the 2011 contract award for Bundled Scope of Services for Management Services, Safety Oversight, Train Operations, Fleet Maintenance, Right of Way Maintenance, Signal and Communication Maintenance, Station and Facility Maintenance, and On-call Additional Services and Construction Support. We will produce any responsive records that are neither privileged nor exempt from disclosure by the California Public Records Act. We will work reasonably and diligently to determine if the District has responsive records, and will provide those records to you promptly, with document production occurring on a rolling basis as needed. However, we are sure that you will understand that the COVID-19 pandemic has caused staff-time shortages and put inordinate stress on all District functions. Due to the requirements set forth in California's Executive Order No. 33-20, it may therefore reasonably take some time to collect and appropriately review records prior to disclosure. We will provide you a status update as to your request as soon as possible.

Best,

Dora Seamans

Dora Seamans, MPA, CMC
Executive Officer/District Secretary
SamTrans, Executive Administration
1250 San Carlos Ave
San Carlos, CA 94070
Tel: 650-508-6242
Seamansd@samtrans.com

From: Roland Lebrun <ccss@msn.com>
Sent: Wednesday, January 13, 2021 1:50 AM
To: Board (@caltrain.com) <BoardCaltrain@samtrans.com>
Cc: SFCTA Board Secretary <clerk@sfcta.org>; VTA Board Secretary <board.secretary@vta.org>; MTC Info <info@bayareametro.gov>; CHSRA Board <boardmembers@hsr.ca.gov>; cacsecretary [@caltrain.com] <cacsecretary@caltrain.com>; Caltrain, Bac (@caltrain.com) <baccaltrain@samtrans.com>; SFCTA CAC <cac@sfcta.org>; PRA <PRA@samtrans.com>
Subject: Re: Caltrain Board meeting item 12.a 5-year TASI contract extension

Dear Chair Davis,

Pursuant to Government Code §6250 et seq, please refer to this slide and provide an annual breakdown of costs by category since the first (2011) contract was awarded:



Scope

- **Procuring Operator for Bundled Scope o**
 - **Management Services**
 - **Safety Oversight**
 - **Train Operations**
 - **Fleet Maintenance**
 - **Right of Way Maintenance**
 - **Signal and Communication Maintenance**
 - **Station and Facility Maintenance**
 - **On-call Additional Services and Construction**

<https://www.caltrain.com/Assets/Agendas+and+Minutes/JPB/Board+of+Directors/Presentations/2011/9-1-11+New+Rail+Operator+PowerPoint.pdf>

Caltrain Rail Operations, Maintenance and Support Services Procurement Process

Caltrain Rail Operations, Maintenance and Support Services Procurement Process Board of Directors September 1, 2011 2 Background • Current agreement expired June 30, 2011 –Service provided for 10 years under current agreement –Services continue to be provided on a month-to-month basis until June 2012, if needed

www.caltrain.com

Thank you in advance for your prompt attention to this request.

Roland Lebrun

CC

SFCTA Commissioners

VTA Board of Directors

MTC Commissioners

CHSRA Board of Directors

Caltrain CAC

Caltrain BAC

SFCTA CAC

VTA CAC

Givens, Patrice

From: Roland Lebrun <ccss@msn.com>
Sent: Monday, January 18, 2021 3:50 PM
To: VTA Board Secretary
Cc: MTC Info; Board (@caltrain.com); cacsecretary [@caltrain.com]; Caltrain, Bac (@caltrain.com)
Subject: VTA Board workshop Item 3.2 FY21 Budget Update

Dear Chair Hendrickx,

Further to my email of December 15th (below), please consider directing staff to provide the Board with an update on the whereabouts of the remaining \$124.5M in CARES Act funding as well as outreach efforts to Caltrain to provide additional transit capacity in the San Jose-Gilroy corridor.

Thank You.

Roland Lebrun

CC

MTC Commissioners
Caltrain Board
Caltrain CAC
VTA CAC

FY2021 Operating Balance Preliminary (as of December 2020)

	FY21 Current Budget	Conservative
Subtotal - Sales Tax Related	\$439.6M	\$35
Subtotal - Fares	\$38.6M	\$1
Subtotal - Other Revenues	\$35.7M	\$3
TOTAL REVENUES	\$513.9M	\$40
TOTAL EXPENSES	\$525.5M	\$48
OPERATING BALANCE (before applying CARES Act Funding)	(\$11.6M)	(\$80)
CARES ACT FUNDS REMAINING (after budget gap is bridged)	\$124.5M	\$5

CARES Act Funding remaining is currently at approximately \$124.5M.

From: Roland Lebrun

Sent: Tuesday, December 15, 2020 1:23 PM

To: MTC Info <info@bayareametro.gov>

Cc: Caltrain Board <board@caltrain.com>; SFCTA Board Secretary <clerk@sfcta.org>; VTA Board Secretary <board.secretary@vta.org>; general@morganhill.ca.gov <general@morganhill.ca.gov>;

AllCouncilMembers@ci.gilroy.ca.us <AllCouncilMembers@ci.gilroy.ca.us>; Caltrain CAC Secretary <cacsecretary@caltrain.com>; SFCTA CAC <cac@sfcta.org>

Subject: MTC 12/15 Commission Item 7d Redirecting surplus VTA CARES Act funding to Caltrain

Dear Chair Haggerty,

Further to VTA's current projection of a \$55.4M to \$89.9M Cares Act surplus for FY21

<http://santaclaravta.igmp.com/Citizens/FileOpen.aspx?Type=6&ID=1494> (slide 2)

and Caltrain's new 2-hourly 64-train timetable effective 12/14

[https://www.caltrain.com/schedules/weekdaytimetable/Weekday_Timetable -
_Effective Dec 14 2020.html](https://www.caltrain.com/schedules/weekdaytimetable/Weekday_Timetable_-_Effective_Dec_14_2020.html),

please consider directing VTA to collaborate with Caltrain and use a portion of this surplus funding to extend half (32) of these trains to Gilroy for the following reasons:

1. Address equity issues between San Jose and Gilroy by providing relief on VTA bus route 68, the only viable public transit route connecting San Jose to Morgan Hill and Gilroy.
2. Minimize the number of TASI furloughs https://www.smdailyjournal.com/news/local/caltrain-to-furlough-40-positions-starting-in-january/article_466a2bda-35ef-11eb-a9da-eb0aea033b9f.html.
3. Prove once and for all that the low Caltrain ridership (**including 3 stations in south San Jose**) and massive Highway 101 congestion between San Jose and Gilroy is a direct result of lack of Caltrain service.

Thank you in advance for your consideration.

Roland Lebrun

FY2021 Operating Balance Preliminary (as of December 2020)

	FY21 Current Budget	Conservative
Subtotal - Sales Tax Related	\$439.6M	\$35
Subtotal - Fares	\$38.6M	\$1
Subtotal - Other Revenues	\$35.7M	\$3
TOTAL REVENUES	\$513.9M	\$40
TOTAL EXPENSES	\$525.5M	\$48
OPERATING BALANCE (before applying CARES Act Funding)	(\$11.6M)	(\$80)
CARES ACT FUNDS REMAINING (after budget gap is bridged)	\$124.5M	\$5

CARES Act Funding remaining is currently at approximately \$124.5M.

CC
 Caltrain Board of Directors
 VTA Board of Directors
 SFCTA Commissioners
 Morgan Hill Mayor and City Council
 Gilroy Mayor and City Council
 Caltrain CAC
 VTA CAC
 SFCTA CAC

ATTENTION: This email came from an external source.