



October 23, 2019

***NOTICE OF REQUEST
FOR PROPOSALS***

***Management, Operations and Maintenance Services for Pomona Valley
Transportation Authority Transportation Services***

Pomona Valley Transportation Authority (PVRTA) is requesting proposals for management, operations and maintenance services for PVRTA's transportation services. Firms interested in making proposals should obtain the detailed Request for Proposals by contacting:

Pomona Valley Transportation Authority
Attn: George L. Sparks, Administrator
2120 Foothill Blvd, Ste. #116
La Verne, CA 91750
Telephone: (909) 596-7664
Email: glspvta@gmail.com

Proposals will be received at the above address until 2:00 p.m. PDT, Wednesday December 11, 2019.

A pre-proposal conference will be held at **11:00 a.m. on Tuesday, November 5, 2019** in the La Verne City Hall Council Chambers, 3660 "D" Street, La Verne, California for the purpose of receiving questions and comments pertaining to this RFP.

Word and Excel versions of the cost proposal and required forms are available at PVTrans.org.

NOTICE OF FEDERAL PARTICIPATION

Financial assistance for a portion of the services described in this RFP will be provided using funds from the Federal Transit Administration. Any AGREEMENT to provide the services described in this RFP will be subject to the financial assistance contract between the City of Claremont and the U.S. Department of Transportation as well as the agreements between PVRTA and the Los Angeles County Metropolitan Transportation Authority for the provision of FTA 5317 and FTA 5310 services, and will be subject to all applicable FTA regulations.

All services described in this RFP shall be subject to the provisions of Title VI of the Civil Rights Act. Pomona Valley Transportation Authority operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act.

PVRTA hereby notifies all offerors that it will affirmatively ensure that Disadvantaged Business Enterprises and small businesses will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in considerations for an award. In conformance with title 49 CFR Part 26, PVRTA has established a project specific goal of 2.0% for Race Conscious Disadvantaged Business Enterprises (RC-DBEs). The Proposer is required to meet this goal or demonstrate Good Faith Efforts as a condition of the award of this Contract.

Proposals received after specified date and time will be considered late and returned to the proposer unopened. Each proposal shall include the forms provided in the RFP, and shall be submitted complete, in accordance with the RFP in a sealed package with the proposal name and the name and address of the proposer appearing on the outside of the package. Proposals submitted by telephone, fax, or electronic mail will not be accepted. The PVRTA reserves the right to reject any and all proposals received and, to the extent permitted by law, to waive any irregularities in any proposal

George Sparks
PVRTA Administrator
October 23, 2019



October 23, 2019

REQUEST FOR PROPOSALS

Management, Operations and Maintenance Services for Pomona Valley Transportation Authority Transportation Services

I. General Information

The Pomona Valley Transportation Authority (PVTA) is requesting proposals for management, operations and maintenance services for PVTA transportation services.

A. Introduction

The Pomona Valley Transportation Authority (PVTA) is a joint powers agreement formed by the cities of Claremont, La Verne, Pomona and San Dimas to fund, plan and operate public transportation services in the Pomona Valley. PVTA specializes in community transportation projects. PVTA currently operates four services, Get About, Claremont Dial-a-Ride, Pomona Group Service and San Dimas Dial-a-Cab. Some of these services have multiple components consisting of both dedicated vehicle and demand response elements. The Request for Proposal (RFP) is for the management, operation and maintenance of these PVTA's transportation services. These services will be provided using vehicles supplied by PVTA and the City of Claremont as well as contractor provided sedans, minivans or other appropriate vehicles.

PVTA is seeking proposals for three dedicated vehicle service components as well as five supplemental or demand response service components. The components are listed below along with their estimated annual service levels.

Previously, PVTA has contracted separately for two modes of service. One contract was for dedicated vehicle services. PVTA compensates the dedicated vehicle provider using a fixed monthly rate plus an hourly variable rate. The second contract is for supplemental or on demand transportation, which is provided primarily using a non-dedicated fleet. PVTA pays for these services on a per passenger trip basis. This Request for Proposals combines both service modes into an agreement with a single prime contractor. The prime contractor may make use of

subcontractors to provide portions of the service, however, the prime contractor will be responsible for the entire service. PVRTA will pay for the dedicated vehicle portion of the service with a fixed monthly rate plus a variable hourly rate. Supplemental or demand response components will be compensated on a per passenger trip basis based on the specific service. For the Supplemental and Demand Response components, PVRTA will pay an additional \$3.00 per trip bonus for rides provided to passengers utilizing wheelchairs. The service modes are detailed below along with the estimated service levels for each mode. It should be noted that service levels can vary considerably based on demand. The service levels shown below are estimates for FY 2021 and will be used as the basis of evaluation of cost proposals.

Dedicated Vehicle Services

1. Get About van or dedicated vehicle service (24,000 VRH)
2. Claremont Group Service (Operates as the dedicated vehicle portion of Claremont Dial-Ride (1,250 VRH).
3. Pomona Group Service (750 VRH)

Supplemental/Demand Response Services

1. Get About Supplemental Service (20,000 passenger trips)
2. Get About Ready Now (22,000 passenger trips)
3. One Step Over the Line (6,000 passenger trips)
4. Claremont Dial-a-Ride-Demand Response (18,000 passenger trips)
5. San Dimas Dial-a-Cab (22,000 passenger trips)

B. Goals for the Procurement

PVRTA is committed to providing safe, high quality, transportation services to the residents of the Pomona Valley. In the last three years PVRTA has seen the service levels in terms of demand and ridership decline. The services have also encountered issues related to service quality in terms of on-time performance and customer service as well as a sharp decline in productivity in its dedicated vehicle components. PVRTA is particularly interested in growing the ridership for its group services that target youth and shoppers and other groups. Currently, these services experience significant constraints related to limitations on capacity during peak demand periods, 1:00 p.m.-4:00 p.m. PVRTA is seeking to address these issues through a revised contracting model that utilizes as single prime contractor for PVRTA services. This contractor may make use of subcontractors in the provision of supplemental or demand response services. The priorities for this procurement include:

1. Increasing the capacity of PVRTA Group services overall and specifically during peak periods.
2. Improving the quality of all PVRTA services, particularly in terms of on-time performance, shorter wait times for demand response services.
3. Increasing utilization and ridership on all PVRTA services.
4. Raising the level of customer service and professionalism of PVRTA services.

5. Improvement in the productivity of PVRTA dedicated vehicle services. Historically, PVRTA's Get About dedicated vehicle service maintained a 3.9 passengers per hour productivity level. Productivity declined sharply in FY 2019 to 3.35 passengers per hour.
6. Reduction in the number of ride times in excess of one hour.

Pursuant to these priorities, a portion of this RFP allows proposers to suggest modifications to the system specifications that could reduce costs and/or improve service quality. An evaluation bonus of up to 10% has been set aside to recognize innovative approaches by proposers.

PVRTA reserves the right to modify the system specifications to incorporate innovative suggestions as part of a request for "Best and Final Offer." The creativity of the proposer offering the innovative proposal will be recognized by the awarding of all or a part of the 10 point evaluation bonus.

C. Service Descriptions

General Information

The Pomona Valley is located approximately 30 miles east of downtown Los Angeles and is bordered on the east by the Los Angeles-San Bernardino Counties boundary; to the north by the San Gabriel Mountains; to the west by the city limits of San Dimas and Pomona; and, generally, by the Pomona Freeway (60) to the south. Exhibit F depicts the Pomona Valley Service Area. An estimated 245,000 residents live in the 58.5 square mile Pomona Valley, divided among the four cities approximately as follows: Claremont, 33,000; La Verne, 33,000; Pomona, 145,000; San Dimas, 34,000. Terrain, street layout, densities and demographic characteristics vary among the cities. The area is served by Foothill Transit and the Los Angeles County Metropolitan Transportation Authority. Omnitrans provides service in neighboring San Bernardino County.

GET ABOUT SERVICES

The Get About transportation service provides primarily advance reservation, door-to-door transportation to seniors 60 years of age and above and individuals with disabilities who are certified to be eligible by PVRTA. Requests for service may be made up to 7 days in advance. Trips taken on a regular basis at the same day and time can be set up as subscription trips. Same day and immediate trip requests are accommodated if capacity is available. Get About is an area wide service offering direct transportation throughout the cities of Claremont, La Verne, Pomona and San Dimas. Get About offers service to destinations beyond the four cities as far west as Grand Avenue and to the east to the Montclair Place, Montclair TransCenter and Montclair Hospital Medical Center. Get About provided about 123,000 passenger trips in FY 2019, including 23,500 passenger trips to riders using mobility devices.

Get About service operate the following days and hours:

Weekdays (Monday-Friday)	6:00 a.m. - 7:30 p.m.
Saturdays	8:30 a.m. - 5:00 p.m.
Sundays	7:30 a.m. - 5:00 p.m.

1) Get About Dedicated Vehicle Service

Get About provided 79,000 passenger trips (23,500 VRH) in FY 2019 using a fleet of dedicated vehicle services provided by PVTa.

2) Get About Supplemental and Demand Response Services-Get About Supplemental, Ready Now and One Step Over the Line.

a.) Get About Supplemental Service- In the course of scheduling Get About trip requests, the CONTRACTOR will be responsible for managing the allocation of rides between the dedicated vehicle and supplemental service in order to maximize the benefit to the overall Get About service. In FY 2019, 21,000 passenger trips were provided via the Get About supplemental service in addition to the trips on the dedicated service.

b.) Get About "Ready Now"

PVTa has received federal funding for a same day, immediate response shared-ride transportation program designed as a Get About premium service. The CONTRACTOR will be required to receive requests for same day transportation from eligible Get About riders and to provide trips to these riders within the Get About service area. Rider can also schedule rides in advance on Ready Now. The CONTRACTOR will be responsible for maintaining a reservation line and receiving same day trip requests, verifying rider eligibility based on client data provided by PVTa and providing the requested transportation. Ready Now provided 17,500 passenger trips in FY 2019.

c.) Get About "One Step Over the Line"

PVTa has federal funding to provide transportation to disabled individuals to destinations in San Bernardino County east of the Get About boundary as far as Mountain Avenue. Service is also provided to PVTa approved medical destinations located further east in San Bernardino County. In FY 2019, One Step Over The Line provided 4,800 passenger trips.

3. CLAREMONT SERVICES

a.) Claremont Dial-a-Ride (DAR)

Description – Claremont DAR is an immediate response, general public, shared ride dial-a-ride. The CONTRACTOR will receive all trip requests, which can be made up to seven days in advance. All Claremont DAR riders must be registered and the CONTRACTOR shall be responsible to verify riders' eligibility.

Service Area and Hours - Service will be limited to within the boundaries of the City of Claremont and destinations outside of Claremont designated by the City of Claremont via PVTa. The service will operate from 6:00 a.m. to 10:00 p.m., Monday – Saturday and 6:00 a.m. to 6:00 p.m. on Sundays. Services to elderly and disabled persons and riders under the age of 16 shall be available 24 hours per day, seven days a week. Claremont DAR provided 15,000 passenger trips in FY 2019.

b.) Claremont Group Service

CONTRACTOR shall be responsible for the operation of the Claremont Group service. Group services are providing using the dedicated vehicle fleet. Claremont Group requires advance reservation (normally 72 hours) and are provided for groups of six or more, subject to available capacity. Increasing the trips provided by group services is a priority for PVRTA. The services are available 6:00 a.m. - 7:30 p.m. weekdays and 7:00 a.m.-6:00 p. m. Saturday and Sunday. Claremont Group provided 1,000 vehicle revenue hours in FY 2019. These services can be integrated into the fleet operations of Get About dedicated vehicle service.

4. Pomona Group Service

CONTRACTOR shall be responsible for the operation of the Pomona Group service. Pomona Group services require advance reservation (normally 72 hours) and are provided for groups of six or more, subject to available capacity. Increasing the trips provided by group services is a priority for PVRTA. The services are available 6:00 a.m. - 7:30 p.m. weekdays and 7:00 a.m.-6:00 p. m. Saturday and Sunday. Pomona Groups Service provided 250 vehicle revenue hours in FY 2019. These services can be integrated into the fleet operations of Get About dedicated vehicle service.

5. SAN DIMAS DIAL-A-CAB

Description – The San Dimas Dial-A-Cab is an immediate response, shared ride, general public, dial-a-ride. The CONTRACTOR will receive all trip requests, which can be made up to seven days in advance.

Service Area - Service operates within the City of San Dimas. Elderly and disabled riders picked up within San Dimas may travel within the city and to destinations within extended boundaries. The extended boundaries are Grand Avenue on the West and Garey Avenue to the East. The extended boundaries are between Foothill Blvd. on the North and San Bernardino Freeway on the South. General public riders can travel within San Dimas and to medical facilities within the extended boundaries. San Dimas also allows travel to designated medical facilities beyond the extended boundaries. Any rider taken outside of City by Dial-a-Cab can make their return trip using Dial-a-Cab.

Hours: 24 hours per day, seven days per week. Dial-a-Cab provided 18,000 passenger trips in FY 2019.

D. Vehicle Fleet

The CONTRACTOR will be provided a total of 32 vehicles from PVRTA and the City of Claremont. PVRTA will be replacing 4 accessible minivans using FTA 5310 funds. PVRTA plans to purchase the vehicles prior to the start of the new agreement on July 1, 2020. Delays in the processing of a funding agreement from the Los Angeles MTA could extend the delivery date for the new minivans. The fleet available to the CONTRACTOR will consist of 26 cutaways and 6 accessible minivans. A detailed fleet listing is attached as **Attachment 4, PVRTA Fleet Schedule and Equipment List**.

E. Administration and Funding

The Agreement between PVRTA and the CONTRACTOR shall have an initial term of four (4) years beginning July 1, 2020 through June 30, 2024. All prices in the cost proposal will be firm for the initial four-year term. The Agreement may be extended for up to two (2) option periods of two-year duration. In the option periods the increase in rates for each year shall increase by no more than the annual increase in the Consumer Price Index—All Urban Consumers—All Items for the Los Angeles-Riverside-Orange County urbanized area for the most recently concluded calendar year.

Services requested in this RFP will be utilizing vehicles provided by PVRTA and the City of Claremont. Some of these vehicles were purchased using Federal Transit Administration (FTA) Section 5317 funds and Section 5310 funds. PVRTA also receives FTA 5310 and FTA 5317 funds through the Los Angeles County Metropolitan Transportation Authority (Metro), for the operations of its Ready Now and One Step Over the Line programs. Any Agreement resulting from this RFP will be subject to the financial assistance agreements between PVRTA and Metro and between the City of Claremont and the U.S. Department of Transportation, and will be subject to all applicable FTA regulations.

F. Pending Issues

PVRTA has recently completed a Service Design Analysis (SDA) that identified several service opportunities as well as future challenges. Based on the results of the Service Design Analysis, PVRTA will be undertaking initiatives that will have service impacts during the term of the Agreement.

1. It is PVRTA's intent to move to embrace the ***"Mobility as a Service"*** approach for the Pomona Valley sub-region that will enhance the customer experience by facilitating integrated, multi-modal trip planning, trip transactions and trip payment. It is anticipated that the introduction of customer facing features that will make travel more seamless and convenient will occur during the term of this Agreement.
2. PVRTA plans to pilot several potential new services including, but not limited to, shuttles as part of an expansion of the existing group services. These pilot services will likely target youth and shoppers.
3. As the Metro Gold Line extends into the Pomona Valley, PVRTA may be called on to provide first mile/ last mile solutions. The CONTRACTOR will likely be called on to participate in the planning, implementation and provision of these new services.
4. The California Air Resources Board (CARB) has adopted the Innovative Clean Transit (ICT) Rule which sets a goal of 100% clean fuel fleet or Zero Emission Buses by 2040. Smaller operators like PVRTA are required to make ZEB's at least 25% of its bus purchases starting in 2026. Starting 2029, all vehicle purchases of bus with a GVWR greater than 14,000 lbs. will be required to be ZEB. The ICT has very significant implications for PVRTA in terms of vehicle costs, infrastructure and operating and maintenance requirements. The CONTRACTOR can expect to be involved in the planning and, possibly, implementation of a ZEB fleet.

II. Instructions, Conditions and Notices to Offerors

The following shall be considered an essential part of this Request for Proposals (RFP).

A. General Information

The Pomona Valley Transportation Authority, referred to as "PVTa" herein, is requesting proposals for the management and operation of PVTa transportation services which include Get About, Get About Supplemental Services, Get Ready Now and One Step Over the Line, Claremont Dial-a-Ride and Group Services, Pomona Group services and San Dimas Dial-A-Cab. For the purposes of this RFP, independent contractors interested in submitting proposals are referred to as "OFFEROR" or "CONTRACTOR."

Included as Exhibit B to this RFP is a DRAFT AGREEMENT that will be amended to reflect the specific terms and conditions of this procurement. The AGREEMENT will have a base term of four (4) years, plus up to two (2), two-year option periods. The successful OFFEROR to whom an award is made will be required to enter into a Professional Services Agreement (PSA) with PVTa substantially similar to the DRAFT AGREEMENT. Any exceptions or objections to the terms of this Agreement must be stated in an Offeror's proposal to be considered.

Exhibit A to this RFP is the SCOPE OF WORK detailing the services to be provided by the CONTRACTOR. All proposals shall be for the complete "Turn-Key" management system such that nothing remains to be purchased, provided or supplied by PVTa, other than as noted within the provisions of this RFP. It is understood by each OFFEROR that this RFP requires, in all cases, all elements of a complete operating system for PVTa.

B. Race-Conscious Disadvantaged Business Enterprises

In conformance with title 49 CFR Part 26, PVTa has established a project specific goal of 2.0% for Race Conscious Disadvantaged Business Enterprises (RC-DBEs). The Proposer is required to meet this goal or demonstrate Good Faith Efforts as a condition of the award of this Contract. Proposer shall complete and submit Form 4, "Bidder DBE Commitment," and Form 5, "Bidders List," at the time of proposal submittal. Form 6, "Good Faith Efforts," is only required if the Proposer is unable to meet the established DBE project specific goal, and is to be submitted in a sealed envelope with the proposal.

1. PVTa, as a recipient of federal financial assistance, is required to implement the Los Angeles County Metropolitan Transportation Authority's (Metro's) Disadvantaged Business Program in accordance with federal regulation 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT). The PVTa has set a contract specific goal of 2.0% for this project. CONTRACTOR shall furnish all documentation satisfactory to PVTa that the work committed to RC-DBE's was actually performed by RC-DBE's. Requests for progress payments shall include a summary of payments actually made to RC-DBE's during the invoice period (Attachment-6),

which includes a total of all payments made to all subcontractors under this Contract. RC-DBE participation shall be credited toward the overall RC-DBE goal only when payments are actually made to the RC-DBE firms. CONTRACTOR shall submit on the 15th of every month to PVTa Contract Compliance Officer, Attachment 6. Upon completion of the Contract, CONTRACTOR shall submit "Final Report-Utilization of Disadvantaged Business Enterprises-First Tier Subcontractors", Attachment 7 and submit with the final invoice.

2. As there is a RC-DBE goal on this Contract, the Bidder, in order to be considered responsible and responsive, must meet the contract specific RC-DBE goal identified or make Good Faith Efforts to meet the goal established for the Contract. If the goal is not met, the Bidder must document adequate Good Faith Efforts. Only RC-DBE firms certified through the CUCP will be counted towards the contract. Please refer to **ATTACHMENT 8-RFP RC-DBE INSTRUCTIONS** for further information and instructions.

3. CONTRACTOR shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by CONTRACTOR to carry out these requirements is material breach of this Contract, which may result in the termination of this Contract or such other remedy, as PVTa may deem appropriate.

C. Notice of Federal Participation

Financial assistance for a portion of the services described in this RFP will be provided using funds from the Federal Transit Administration. Any AGREEMENT to provide the services described in this RFP will be subject to the financial assistance contract between the City of Claremont and the U.S. Department of Transportation as well as the agreements between PVTa and the Los Angeles County Metropolitan Transportation Authority for the provision of FTA 5317 and FTA 5310 services, and will be subject to all applicable FTA regulations. **Refer to ATTACHMENT 1, Federal Contract Clauses dated October 21, 2019.**

All services described in this RFP shall be subject to the provisions of Title VI of the Civil Rights Act. Pomona Valley Transportation Authority operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act

D. Submission of Proposals

Each Offeror must submit one (1) signed original copy, five (5) duplicate copies and two (2) electronic copies (CD or flash drive) of the completed proposal in sealed package marked clearly "Transit Service RFP" and showing the name of the CONTRACTOR. Proposal submissions shall be in 3-ring binders and pages must be numbered sequentially.

Proposals shall be submitted before **2:00 p.m. PST Wednesday, December 11, 2019 to:**

Pomona Valley Transportation Authority

Attn: George L. Sparks, Administrator

2120 Foothill Blvd, Ste. #116

La Verne, CA 91750

PVTA will not be liable or responsible for any late delivery of proposals. Proposals received after the date and time specified will not be considered and will be returned to proposer unopened.

Please note that proposals are limited to a total of seventy-five (75) single-sided, letter-sized sheets using a typeface no smaller than 11 point. The seventy-five (75) pages shall include all text pages, tables, figures, exhibits, divider and cover pages, but shall not include required proposal forms, appendices and attachments to the proposal. Proposers are warned against placing material information in appendices and/or attachments.

Proposals must be submitted on the PROPOSAL FORM provided as Exhibit C and must include all required attachments. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto and all corrections must be initialed in ink by the person signing the PROPOSAL FORM.

Unacceptable conditions, limitations, provisos, or failure to respond to specific instructions or information requested may result in rejection of the proposal.

If the proposal consists of a "prime" contractor and one or more subcontractors, the OFFEROR shall identify all subcontractors and the areas of their responsibility. Notwithstanding the use of subcontractors by the prime CONTRACTOR, PVTA will enter into an AGREEMENT only with the prime CONTRACTOR who shall be responsible for all services required by the attached AGREEMENT.

By submitting a proposal, the OFFEROR certifies that his/her/its name (as well as the names of any proposed subcontractors) does not appear on the Controller General's List of Ineligible Contractors for federally-assisted projects.

No proposal shall be withdrawn after the date and time set for opening thereof, and all proposals shall remain in effect for a minimum of ninety (90) days after the final proposal submission date.

E. Public Records and Confidentiality

The proposals shall be held in confidence and shall not be available for public review (Government Code Section (h) and (k)) until all negotiations are complete and a PVTA meeting agenda is released with a recommendation for award. Upon release of such agenda, all proposals shall be public records unless the information is exempt from disclosure by law.

The California Public Records Act (California Government Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution,

response to these specifications, protest or any other written communication between PVTA and the OFFEROR shall be available to the public.

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

If OFFEROR requests that PVTA withhold from disclosure information identified as confidential, and PVTA complies with the OFFEROR's request, OFFEROR shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless PVTA from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the OFFEROR information), and pay any and all costs and expenses related to the withholding OFFEROR information.

OFFEROR shall not make a claim, sue or maintain any legal action against PVTA or its directors, officers, employees or agents in connection with the withholding from disclosure of OFFEROR information.

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

F. Tentative Schedule

The tentative schedule and description of events for this procurement of services is given below. All times are Pacific Standard Time (PST).

<u>Date</u>	<u>Event</u>
October 23, 2019	PVTA issues RFP
November 5, 2019	Voluntary Pre-Proposal Conference
November 12, 2019 3:00 p.m.	Deadline for submitting written questions to PVTA
November 18, 2019	Final Addenda and Answered Issued
December 11, 2019 3:00 p.m.	Proposals due. There will be no public opening of proposals

December 11-January 8	Panel evaluates proposals, determining which are responsive and fall within the competitive range
January 9, 2020	Interviews (if needed)
January 24, 2020	Negotiations/Best and Final Offers
February 12, 2020	Selection of contractor and award of contract by PVTA
July 1, 2020	Initiation of services under contract.

These tentative dates, including the service startup date, are subject to change at the sole discretion of PVTA.

G. Pre-Proposal Conference and Questions

A pre-proposal conference will be held at 11:00 a.m. on Tuesday, November 5, 2019 in the La Verne City Hall Council Chambers, 3660 "D" Street, La Verne, California for the purpose of receiving questions and comments pertaining to this RFP. While attendance at this meeting is not mandatory, it is highly recommended and may be taken into consideration in reviewing proposals. Questions are required to be submitted in writing.

Questions and comments may also be submitted in writing:

- At the pre-proposal conference; or
- By mail or delivery service to Pomona Valley Transportation Authority, George Sparks, Administrator, 2120 Foothill Blvd. Ste. #116, La Verne, CA. 91750
- E-mail to: glspvta@gmail.com

Written questions and comments must be submitted by 3:00 p.m. on November 12, 2019.

A written response to questions received at the pre-proposal conference and to written questions received by November 12, 2019 will be sent to all parties who have submitted questions, attended the pre-proposal conference, or expressed interest as of November 12, 2019. The written response is expected to be sent by November 18, 2019 as an addendum to this RFP. If an email address or fax number is provided, the addendum will be sent by the preferred method. Otherwise, the addendum will be sent by USPS First Class mail.

H. RFP Addenda

Any changes to the RFP requirements will be made by written addenda by PVTA and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

Addenda will be mailed (or transmitted by email or fax if provided) to OFFERORS at the address provided by OFFERORS. All addenda shall be signed and attached to the PROPOSAL FORM. Failure to attach any addenda shall cause the proposal to be considered non-responsive. Such proposals will be rejected.

I. Verbal Agreement or Conversation

No prior, current, or post-award verbal conversations or agreements with any officer, agent, or employee of PVTa shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

J. Screening, Selection and Award

Screening and selection will take place through the process described below. Contract award will be made to the OFFEROR which (a) meets the requirements of the Scope of Work, Exhibit A of this RFP, and (b) submits the proposal considered most advantageous to PVTa based on the EVALUATION CRITERIA set forth under Part II of this RFP.

Negotiations may or may not be conducted with OFFERORS and a Best and Final Offer process may or may not be used; hence, the proposal should include the OFFERORS' most favorable terms and conditions since selection may be made without discussion with any OFFEROR.

The screening and selection process will be as follows:

Step 1: Sealed proposals will be opened and evaluated to determine compliance with requirements of the Scope of Work. Proposals meeting specified requirements will be considered responsive and will be included in Step 2.

Step 2: Responsive proposals will be reviewed by an evaluation panel based on the EVALUATION CRITERIA of this RFP and the weightings assigned thereto. Weighted scores from all panel members will then be added and a preliminary score calculated and assigned to each proposal. Following such evaluation, a decision will be made whether to recommend award of the contract without interviews or to negotiate with OFFERORS within the competitive range. The decision is expected by January 2, 2020.

If a decision is made to conduct interviews, OFFERORS determined to be within a competitive range will be interviewed on Thursday, January 9, 2020. The purpose of such interviews will be to obtain additional information or clarification of OFFERORS' proposals, and to discuss modifications of such proposals.

At a minimum, the proposed on-site project manager, the next-senior manager to whom this project reports and a senior manager authorized to commit on behalf of the OFFEROR shall be

present at interviews. OFFEROR is strongly encouraged, but not required, to have proposed the Maintenance Supervisor present. Failure to provide the requested personnel for the interviews may be grounds for disqualification of the proposal.

Upon completion of such interviews, the Authority reserves the right to negotiate with any or all of the proposing firms and to request the submission of "Best and Final" offers. The evaluation panel shall review "Best and Final" offers, if requested, and conduct a final evaluation of proposals. Proposals will again be assigned a total score based on EVALUATION CRITERIA specified herein.

The Pomona Valley Transportation Authority Board of Directors will receive a recommendation from the Evaluation Panel based on the results of the proposal evaluation; personal interviews; reference checks; negotiations; and best and final offers, if requested. Such a recommendation is scheduled for the February 12, 2020, meeting of the Board of Directors. That meeting is scheduled for 5:00 p.m. in the La Verne City Hall Conference Room.

PVTA reserves the right to withdraw this RFP at any time without prior notice. Further, PVTA reserves the right to modify the RFP schedule described herein. PVTA also makes no representations that any contract will be awarded to any OFFEROR responding to this RFP. PVTA expressly reserves the right to reject any and all proposals without indicating any reasons for such rejection(s), to waive any irregularity of informality in any proposal or in the RFP procedure, and to be the sole judge of the responsibility and responsiveness of any OFFEROR and of the suitability of the materials and/or services to be rendered.

K. Attempt to Influence Officials

With the exception of contacting PVTA staff to ask questions regarding this RFP (see Section G above), any party submitting a proposal shall not contact or lobby any PVTA Board member, employee or agent regarding the RFP. Any party attempting to influence the proposal, submittal and review process through ex parte contact of any PVTA official shall have their proposal disqualified.

L. Exceptions

OFFERORS may not, after exhausting protest avenues, take exception or make alterations to any requirement of this RFP.

M. Evaluation Criteria

This RFP has been structured to provide specific requirements which function as a standardized framework for the evaluation of an OFFEROR'S qualifications. A selection panel will grade and rank responsive proposals in accordance with the criteria set forth below:

Criteria	Maximum Points Possible
Financial Viability of Proposing Firm	5
Experience and Technical Competence Proposals will be evaluated in terms of demonstrated experience in similar projects. Proposals should demonstrate OFFERORS' understanding of system requirements and ability to meet system performance goals and comply with all technical and administrative requirements. Specific emphasis will be placed on the OFFEROR'S proposed scheduling and dispatch system.	20
Qualifications of Key Personnel Qualifications and experience of Project Manager, Lead Controller Maintenance Manager and other personnel.	15
Personnel Management Program Adequacy of wage and benefit packages, any employee incentive program, employee selection process and drug policy. Emphasis will be placed on adequacy of training programs and demonstrated safety record.	15
Vehicle Maintenance Program	10
Adequacy of Proposed Facilities	10
Cost Effectiveness of Proposal	25
Subtotal	100
Bidding Preference for Retention of Employees [10%]	10
Service Improvement/Cost Reduction Bonus Points [See III.L]	10
TOTAL POSSIBLE POINTS	120

N. Alternatives

If an alternative proposal is submitted, it must be clearly identified as such. No such proposal shall be considered unless it satisfies all requirements of this RFP. PVTA expressly reserves the right at its sole discretion to consider such alternate proposals and to award a contract based thereon if determined to be in PVTA'S best interest.

O. OFFEROR's Representations

In submitting a proposal, the OFFEROR affirms that he or she is familiar with all requirements of the RFP and has sufficiently informed himself or herself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, equipment or facilities called for in this RFP; that he or she has checked the proposal for errors and omissions; that the prices stated are correct and as intended by the OFFEROR and are a complete statement of his or her prices for performing the work or furnishing the labor, supplies, materials, equipment or facilities required. The above provisions shall apply equally to any proposal modifications submitted by OFFEROR in a "Best and Final" offer.

P. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by OFFEROR in: (1) preparing the proposal in response to this RFP; (2) submitting the proposal to PVTA; (3) negotiating with PVTA any matter related to this RFP; (4) any other expenses incurred by the OFFEROR prior to the date of award, if any, of the proposed AGREEMENT.

PVTA shall not, in any event, be liable for any pre-contractual expenses incurred by OFFEROR. OFFEROR shall not include any such expenses as a part of the price proposed in response to this RFP.

Q. Compliance with Laws and Requirements

By submitting a proposal, OFFEROR certifies that he or she will comply with all local, state and federal laws and requirements including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, Americans with Disabilities Act, and other laws and regulations applicable to contracts utilizing state and/or federal funds. In connection with this project, the OFFEROR shall not discriminate on the grounds of race, color, or national origin.

R. Interpretation

The laws of the State of California shall govern all the rights and duties of the successful OFFEROR and PVTA under the contract entered into pursuant to this RFP.

S. Execution of the Agreement

If the CONTRACTOR is an individual, he or she shall execute the AGREEMENT personally. If the CONTRACTOR is a partnership, the AGREEMENT shall be executed by all partners, or by a managing general partner lawfully empowered to bind the partnership. If the CONTRACTOR is a limited liability company, a person authorized by the limited liability company to execute written contracts on its behalf must execute the AGREEMENT. If the CONTRACTOR is a corporation, it must be executed by an officer of the corporation, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. If the corporate seal is not affixed to the AGREEMENT, or if a person other than an officer executes it, there must be attached to the AGREEMENT a certified copy of a resolution of the corporation authorizing such officer or person to execute written agreements for and on behalf of the corporation. If the CONTRACTOR is a joint venture, the AGREEMENT must be executed on behalf of each participating firm by officers or other officials who have full and proper authorization to do so.

III. Proposal Requirements

Proposals for the management and operation of PVRTA transportation services will be evaluated by PVRTA to determine whether or not they meet the following required qualifications. Proposals which fail to provide documentation responding to all of the required items set out below may be considered non-responsive and will be rejected.

A. Cover Letter

Each OFFEROR shall submit a maximum two-page letter including the name and address of the organization if an individual, partnership, corporation or joint venture; and the name, address and telephone number of the contact person who will be authorized to make representations for the organization.

B. Experience, References and Financial Viability

In order to be considered eligible OFFERORS must have a minimum three years' experience providing public demand response transportation. Discuss the overall capabilities of the company. Include a description of the company's history and recent relevant experience as it applies to the Scope of Work. Provide a reviewed financial statement. Financial statements are not public records and shall not be open to public inspection.

OFFEROR shall provide a listing of experience in the transit field, together with the names addresses and telephone numbers of at least three other public agencies for whom similar services are provided.

C. Proposed Personnel and Management Plan

OFFEROR shall at all times be responsible for maintaining appropriate staffing levels, employing sufficient qualified and properly trained personnel to perform the management, administrative, call-taking, scheduling and dispatch, operating and maintenance functions necessary to operate the PVRTA transportation services.

The OFFEROR must submit a proposed staffing plan indicating all management and staff employee positions, the number of full-time equivalent employees at each position (full-time equivalent employee equals 2,000 work hours), and salary and benefit package for the four years contemplated in the DRAFT AGREEMENT.

The staffing plan must include the resumes of the proposed Project Manager and Maintenance Manager showing all relevant education, training and experience.

OFFEROR should also describe other personnel sufficient to indicate how their particular experience, skill and availability will affect the performance of this contract. OFFEROR should

describe the corporate support available to the project in the areas of scheduling and dispatch, safety maintenance, and reporting.

OFFEROR should submit a description of the employee benefits package that will be provided including any incentive or motivational programs. OFFEROR should also specifically address any technical resources and staff that will be available to assist their local management at no additional cost to the PVTa.

The OFFEROR must prove to PVTa satisfaction that the proposer possesses sufficient organizational/manpower resources to accommodate turnover in management and other personnel without disrupting operations. Alternatively, the OFFEROR may propose measures that would mitigate such turnover.

Pursuant to Senate Bill No. 158 (California Labor Code, Chapter 4.6, Section 1070 to Part 3 of Division 2), PVTa will grant a ten percent (10%) bidding preference to a Contractor who agrees to retain, for a period of at least ninety (90) days, certain employees. OFFERORS shall declare, as part of their proposal, whether or not their firm will retain the employees of the prior Contractor for a period of at least ninety (90) days. These transitioned employees must be utilized in similar positions and perform essentially same services as they did under the previous contractor. "Employee" is defined as any person who works for a contractor under the prior contract but does not include executive, administrative, or professional employees that are exempt from the payment of overtime compensation within the meaning of Subdivision (a) of Section 515 or any person who is not an employee as defined under Section 2(3) of the National Labor Relations Act (29 U.S.C. Sec. 152(3)). In accordance with Senate Bill No. 158, the following obligations apply:

A successor OFFEROR or subcontractor who agrees to retain employees, pursuant to subdivision (a) [of Senate Bill No. 158] shall retain employees who have been employed by the prior contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the successor contractor or subcontractor.

If a successor OFFEROR determines that fewer employees are needed than under the prior contract, qualified employees shall be retained by seniority within the job classification. In determining those employees who are qualified, the successor contractor may require an employee to possess any license that is required by law to operate the equipment that the employee will operate as an employee of the successor OFFEROR.

Nothing in this section requires the successor to pay the same wages or offer the same benefits provided by the prior contractor.

In accordance with the California Labor Code, the successful OFFEROR or subcontractor shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than ten (10) days. An employee who has not been offered employment or who has been discharged in violation of this chapter, or his or her agent, may bring an action against the successor OFFEROR in any superior court having jurisdiction over the successor OFFEROR. Upon finding a violation, the court shall order reinstatement to employment with successor OFFEROR and award back pay, including the value of benefits, for each day of violation.

The existing service contractor will make available the number of employees who are performing services under the service contract and the wage rates, benefits, and job classifications of those employees to PVTa or to any entity that PVTa identified as a bona fide OFFEROR. This information is included as **ATTACHMENT 3** to this RFP.

The OFFEROR must propose a comprehensive, ongoing training, safety, and safety awards program for all employees associated with PVTa service, with particular emphasis on mechanics, drivers, and personnel associated with telephone information. The training program must be documented in the proposal, including specification of the hours and subject areas to be covered. Proposals should also affirm that training provided will satisfy GPPV requirements.

OFFEROR must document OFFEROR's screening program for vehicle operator employees including a proposed substance abuse screening program in accordance with Exhibit A, SCOPE OF WORK.

D. Operations

OFFEROR's shall provide an overall description of the proposed operations. The description should include:

1. Method of scheduling driver shifts, handling of shift changes, and fueling procedures.
2. Fare handling and accounting procedures
3. Service monitoring procedure, including a program of systematic road supervision specifying levels of effort and responsible staff. OFFEROR's process for reporting and following up on complaints.

E. Reservation, Scheduling & Dispatch System

The OFFEROR shall describe the proposed reservation, scheduling and dispatching system and methodology. The OFFEROR'S description of the hardware and software provided shall include a detailed response as to how the proposed software system addresses the desired attributes outlined in **ATTACHMENT 5** of this RFP, Scheduling and Dispatch Software System Desired Attributes. The reservation, scheduling and dispatch system description shall include a staffing schedule for dispatch and reservation functions. Describe methodology for evaluating rider requests assigning appropriate trips to supplemental service providers along with the method

for transmitting said requests to those providers. Also indicate method for maximizing service availability during periods of peak demand. PVRTA maintains a database of registered clients. OFFERORS should describe their client registration system and their methodology for transferring PVRTA's data to the OFFEROR'S reservation system. The description of the scheduling and dispatching system shall indicate where the proposed reservation, scheduling and dispatch system is in use by the OFFEROR along with client agency contact information. PVRTA may want to make a site visit to observe the system in operation. The OFFEROR should present an implementation schedule that documents major milestones during the customization, installation, and testing phases of the project.

F. Coverage and Driver Resourcing Plan for Supplemental & On Demand Services

1. How will CONTRACTOR ensure adequate vehicle coverage to respond to trip requests within specified response times?
2. Fleet Plan – Describe the planned contractor fleet available in cities of Claremont, La Verne, Pomona and San Dimas. Specify the daily number of trips currently provided in these cities. Describe the type of fleet, vehicle types, employee operated vehicles, age and models of vehicles. Indicate the number of accessible vehicles to be provided by the OFFEROR and the OFFEROR's plan for providing service to riders using mobility devices, particularly during night and early morning hours.
3. How will CONTRACTOR ensure the pick-up of less desirable trips? (e.g. short trips, difficult passengers etc.)
4. How will CONTRACTOR ensure equivalent response times for passengers utilizing mobility devices (wheelchairs)?
5. Detail the compensation plan for drivers supplying PVRTA supplemental and on demand services.
 - a. Employees/Independent Contractors (# of each)
 - b. Wage and benefit program and/or compensation program for independent contractors (e.g. per trip or meter or some combination). Detail costs to be paid directly by the driver (if any) leases, gas etc.
 - c. Describe driver recruitment program

G. Reporting and Accounting

The OFFEROR must propose an adequate management information system (MIS) to implement and maintain the data collection, accounting and reporting requirements of the SCOPE OF WORK. The MIS proposal must include a description of computer resources to be used, if any, including the software, computer equipment and personnel skilled to use such equipment.

OFFEROR shall provide a breakdown of the costs for computer equipment and software, identifying one-time acquisition costs as well as on-going costs relating to system operation. OFFEROR shall identify current locations where the reporting systems are currently being used

by the OFFEROR. OFFEROR'S proposal shall provide samples of reports generated by the MIS as an appendix.

H. Insurance and Indemnity

The insurance and bonding requirements of this RFP, including DRAFT AGREEMENT, will be considered minimum requirements and must be complied with in every respect. OFFEROR must provide documentation of insurance coverage and state renewal dates as well as disclose all self-insurance and self-insured retentions. OFFEROR must provide a statement of loss experience for the projects cited as references in their proposal.

I. Facility and Maintenance Program

The OFFEROR shall provide a detailed description of their proposed facility(s) where all vehicles are to be maintained, fueled, and stored. Include the address of the facility and describe the size and features of the facility, maintenance capabilities, storage capacity, and the number of vehicles to be stored there, administrative office space, security and other significant features. The facility should meet the following minimum requirements:

- The facility must be located within five miles of the PVTA's service area and comply with requirements of Exhibit A, Scope of Work. Include descriptions of computer and phone systems.
- OFFEROR should describe their plans for fueling and cleaning of PVTA and City of Claremont vehicles.
- OFFEROR shall provide adequate documentation of facility's availability, such as, letter from the lessor, a proposed lease or other appropriate documentation. Failure of the OFFEROR to provide the facility or equipment identified in their proposal may be cause for cancellation of contract award or termination of the Agreement between the OFFEROR and PVTA.
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The OFFEROR must have the capability to carry out the complete maintenance program specified in Exhibit A, SCOPE OF WORK, Section 4. The OFFEROR must document in the proposal its maintenance record-keeping and accounting system, and procedures for administering a preventive maintenance program.

The proposal must demonstrate that the OFFEROR possesses a good operational safety record including satisfactory inspection ratings from the California Highway Patrol or other applicable enforcement agency, by presenting evidence of such record to PVTA.

J. Transition Plan/Time Schedule

Each OFFEROR shall submit a transition plan and time schedule setting forth the sequence of events and associated time requirements proposed to be undertaken from the point of

contract award through the first full month of system operations under the new AGREEMENT. The time schedule must demonstrate how the transition to the new service on July 1, 2020, will be accomplished with no disruption to regular PVTa service.

K. Cost Reduction, Service Improvement and Optional Proposals

OFFERORS are invited to analyze the service requirements outlined in Exhibit A, SCOPE OF WORK and make suggestions and proposals that the OFFEROR believes will either reduce the cost of service or improve service quality. OFFERORS should quantify the expected benefits of their recommendations to the extent possible. For example, cost reduction proposals should identify the amount of annual savings expected to be generated by the proposal.

As indicated in Section II-M of this RFP, OFFERORS may earn up to 10 bonus points credit through the presentation of innovative cost reduction and service improvement proposals.

Proposal Option: PVTa Acquisition of Scheduling/Dispatch Software

PVTa may wish to acquire the OFFEROR's scheduling/dispatch software at the termination of this contract. Offerors are requested to specify the terms, conditions and cost to PVTa under which such a transfer of title would be accomplished.

L. Cost Proposal and Required Exhibits

OFFEROR's cost proposal and proposed allocation of contract resources must demonstrate an understanding of scope of work requirements as described in this RFP and attachments thereto. OFFEROR must submit a detailed budget breakdown on the COST PROPOSAL FORM. OFFEROR shall submit EXHIBIT C PROPOSAL FORM CHECKLIST along with all required attachments.

IV. Protests

All prospective contractors shall be accorded fair and equal consideration in the solicitation and award of contracts. To that end, any interested party shall have the right to protest alleged inequities in the procurement process and to have its issues heard, evaluated and resolved administratively. "Interested party" is defined as an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by failure to award a contract.

Each solicitation above the small purchase threshold as defined herein shall contain, as part of the instructions to bidders/offerors, the following notice:

PVTa's policy and procedure for the administrative resolution of protests is set forth in PVTa's Procurement Policies. The Procurement Policies contain rules for the filing and administration of protests. The Project Manager shall furnish a copy of the Procurement

Policy upon request. Chapter VII, Sec. 1.b. of Federal Transit Administration (FTA) Circular 4220.1 F addresses protests where federal funds are involved. FTA will only review protests regarding matters that are primarily of Federal concern.

A. Submittal Procedures

An interested party wishing to protest a matter involving a proposed procurement or contract award shall file a written submission with the Project Manager by certified mail or other delivery method by which receipt can be verified. Electronic submission of protests is not acceptable unless an original signed copy of the protest is received by the Project Manager within 24 hours (not including weekends and holidays) after receipt of the electronic copy. The Project Manager may, however, permit the electronic provision of supplemental information after the initial protest submittal. The protest shall include, at a minimum:

- (a)** The name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an interested party;
- (b)** Identity of the contact person for the protestor, including name, title, address, telephone, fax and e-mail addresses. If the contact point is a third party representing the protester, the same information must be provided, plus a statement defining the relationship between the protester and the third party;
- (c)** Identification of the procurement;
- (d)** A description of the nature of the protest, referencing the portion(s) of the solicitation involved;
- (e)** Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based;
- (f)** A complete discussion of the basis for the protest, including all supporting facts, documents or data;
- (g)** A statement of the specific relief requested; and
- (h)** A notarized affirmation by the protestor (if an individual) or by an owner or officer of the protestor (if not an individual) as to the truth and accuracy of the statements made in the protest submittal.

The protestor is solely responsible for the completeness and validity of the information provided. Any documents relevant to the protest should be attached to the written submission. Documents which are readily available on the Internet may be referenced with an appropriate link.

Protests shall be submitted in accordance with the requirements of this section and any directions included in the solicitation, and shall be addressed to the Project Manager. Unless otherwise specified in the solicitation, the written protest shall be accompanied by an

electronic copy in PDF format. In case of a variance in the content of the written and submittals, the written version shall prevail.

Project Manager or an assigned alternate manager in cases where the conduct of the Project Manager for the procurement is called into question, shall conduct the administrative processing of protests filed with PVTa, and shall be responsible for the processing, documenting a protest, and recommending a decision to the Administrator. The Administrator shall request legal counsel to review and advise concerning any legal issues involved in a protest.

The Administrator shall be responsible for overseeing the decision process and for the content of the decision. The Administrator shall ensure that all relevant parties within PVTa have been involved in the decision-making process and shall, as circumstances require, obtain the concurrence of the PVTa Board Chair in a decision prior to its issuance.

PVTa may decide a protest solely upon the written submission. The protest submission should, therefore, include all materials necessary to support the protester's position. Additional or supplemental materials may only be submitted at the request of, or with the permission of, the Administrator.

If the procurement uses federal funds, a notice of receipt of a protest must be given to the appropriate regional office of the Federal Transit Administration (FTA). The form of notice may be specified by the regional office.

B. Protests of the Solicitation Process

A protest related to the technical scope or specification, terms, conditions, or form of a solicitation must be received no later than ten (10) working days prior to the date established for opening of bids or receipt of proposals; if the protest addresses an amendment to the solicitation, it must be received no later than ten (10) working days prior to the date established for opening bids or receipt of proposals or five (5) working days after the date of issuance of the amendment, whichever is later; in no event, however, may a protest of this nature be submitted after bids or proposals are received. The protest must conform in all respects to the requirements set forth above.

Upon receipt of such a protest, the Project Manager shall notify all prospective offerors and other known interested parties of the receipt and nature of the protest, and shall post a notice of the protest on PVTa's web page. Unless the Project Manager determines that delay will be prejudicial to the interest of PVTa or that the protest patently lacks substantial merit, the solicitation process will be extended pending resolution of the protest.

Protests will be considered and either denied or sustained, in part or in whole, by the Project Manager in writing. A written decision specifying the grounds for sustaining all or part of or

denying the protest will be transmitted to the protestor prior to the receipt of bids or proposals in a manner that provides verification of receipt.

A notice of the decision shall be provided to all parties given notice of the protest, and posted to PVTA's web page.

Should the protest be upheld in whole or in substantial part, the Project Manager may either (1) amend the solicitation to correct the document or process accordingly; or (2) cancel the solicitation in its entirety. If the solicitation is amended, the time for receipt of bids or proposals shall be equitably extended to permit all participants to revise their bids or proposals to reflect the decision. If the protest is denied, the solicitation shall proceed as if the protest had not been filed, unless the protester pursues the protest with the Federal Transit Administration (FTA).

Protests received by PVTA after the time periods specified above shall be considered untimely and may be denied on that basis unless the Project Manager concludes that the issue(s) raised by the protest involves substantial prejudice to the integrity of the procurement process.

C. Protests of the Evaluation Process

All bidders/proposers will be notified of the recommended award, upon a determination by Project Management staff of a recommendation to be made to the PVTA Administrator, or the PVTA Board or Directors, as appropriate. This notice will be transmitted to each proposer at the address contained in its proposal form, and shall be posted on the PVTA website. Transmittal may be by electronic means or by hard copy. Any proposer whose proposal is valid at the time of the staff determination may protest the recommended award on one or more of the following grounds:

- (a) That the recommended awardee does not meet the requirements of the solicitation;
- (b) That the bid or proposal recommended for acceptance does not meet the criteria of the solicitation or award; and
- (c) That the evaluation process conducted by PVTA is improper, illegal, or the decision to recommend award is arbitrary and capricious.

The protest must conform in all respects to the requirements set forth above. The protest must be received by PVTA at the address specified in the solicitation, no later than five (5) calendar days after the date such notification is publicly posted or sent to the bidder or proposer, whichever is earlier. A written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt. Such decision shall be final, except as provided in the Appeals section below or by applicable law or regulation.

D. Evaluation of Protests

A protest decision should ordinarily be written and published within ten (10) working days of receipt of the protest. The PVT Administrator may extend the response period if additional time is required to gather and evaluate information necessary for the decision or for other good cause.

Upon receipt of a protest, the Project Manager shall notify parties involved in the procurement as identified above, and such PVT personnel or others as may be appropriate or necessary to determine the validity of the protest. Copies of the protest submittal, or portions thereof, may be provided to the notified parties as appropriate.

The Project Manager may request additional written information from the protestor or other parties, as necessary to determine the validity of the protest. A formal or informal hearing may be held. If a formal hearing is held, testimony shall be given under oath and a transcript or electronic recording of the proceeding shall be made; the transcript or recording shall be provided to the protestor and made part of the protest record.

The Project Manager shall redact from any submission under the protest process information which has been identified as proprietary, and which, in his/her judgment, is protected from disclosure under the State Public Records Act prior to furnishing such submission to any other party, unless the person furnishing the information consents, in writing, to distribution of the information to other interested parties.

E. Decision

Upon receipt and evaluation of all relevant information, including any pertinent law or regulations, the Project Manager shall prepare a decision. The decision will contain four parts:

- I. SUMMARY** – Describes briefly the protesting party, the solicitation involved, the issues(s) raised, and the decision.
- II. BACKGROUND** – Describes in more detail the history of the solicitation and the procurement events leading to the protest, the date the protest was received, and the process by which it was evaluated.
- III. DISCUSSION** - Identifies the issue or issues raised by the protestor, and the factors considered in reaching a decision, and the rationale for the decision.
- IV. DETERMINATION** - States the decision and any remedy or subsequent action, e.g. cancellation of the procurement, resulting from it.

Ordinarily, each issue raised in the protest will be discussed separately in Parts III and IV. Decisions shall be signed and issued by the AUTHORITY Project Manager. The decision shall be issued to the protestor; other interested parties shall receive either a copy of the decision or a notice of decision, as appropriate. Where appropriate, transmittal may be electronic, followed by hard copy. The protest document, the decision, and all other documentation related to the

decision shall be public record except as otherwise provided by the State Public Records Act or AUTHORITY's regulations and policies.

F. Appeals

Decisions of the Project Manager may be appealed to the PVTa Administrator by the protestor within five (5) working days after the decision is issued to the protestor. The appeal shall be in writing, addressed to the PVTa Administrator, and shall state with specificity the basis for the appeal. The PVTa Administrator shall review the written record of the protest and may conduct such further investigation as is deemed necessary or appropriate to reach a decision. The decision of the PVTa Administrator will ordinarily be issued within fifteen (15) working days of receipt of the appeal; this time period may be extended if necessary, to complete an investigation. The decision of the PVTa Administrator shall be final and conclusive, except for such remedies as state or federal law or regulation may provide.

G. Record of Protest

Upon receipt of a protest, the Project Manager shall establish a separate file in which a complete record of the protest shall be maintained. The file shall constitute a separate portion of the overall procurement file.

The procurement protest file shall include reasonable and adequate documentation of the protest and outcome of the protest. Protest file documentation should be proportional to the size and complexity of the protest.

The protest file should, at a minimum, include the following:

- I.** The protest, including supporting documentation
- II.** Record of determination of protest timeliness
- III.** Record of internal distribution of protest
- IV.** Record of internal responses to protest
- V.** Record of legal review
- VI.** Determination and findings, including supporting documentation
- VII.** Protester response/appeal
- VIII.** Result of appeal
- IX.** Notice of cancellation of solicitation, if applicable

V. COST PROPOSAL

A. BASIS FOR CONTRACTOR COMPENSATION

PVTA shall compensate Contractor on a monthly basis in arrears for performance of the services as specified in Exhibit A, Scope of Work, of this RFP. Contractor compensation shall be constituted as follows:

A.1 Dedicated Vehicle Services

As described in Exhibit A, Scope of Work, Section 3.1.1, these advance reservation services are operated in the Get About, Claremont Group and Pomona Group programs and are delivered using PVTA-provided cutaway paratransit vehicles by employee operators.

A.1.1 Fixed Fee

Contractor shall be paid a Fixed Fee related to the operation of the Dedicated Vehicle Services for each Contract Period, payable in monthly installments, to cover the costs of performing those services set forth in Exhibit A, Scope of Work, Section 3.1.1, which must be provided or available regardless of the level of service ("Fixed Costs"). Typically, Fixed Costs shall include, but are not limited to, the following cost elements related to the management and operation of the Dedicated Vehicle Services: all salaries and wages and associated fringe benefits other than those related to vehicle operators; overhead costs; uniforms; physicals and drug/alcohol tests; office furnishings, equipment and supplies; maintenance equipment and shop tools; vehicle insurance; oil and lubricants; mobile and base radios and radio licenses; vehicle maintenance and repairs; radio maintenance; report reproduction; and management fee.

A.1.2 Fixed Hourly Rate

On a monthly basis, Contractor shall be paid a Fixed Hourly Rate for each documented Vehicle Revenue Hour of service operated in Dedicated Vehicle Service during that month, within the authorized service levels specified in this agreement. Such costs shall include, but are not limited to, the wages and benefits of vehicle operators, maintenance parts and supplies, outside repairs, overhead and related profit or fee.

For each 12-month period of the Base Term of this contract, Contractor shall assume the operation of 26,000 annual Vehicle Revenue Hours of Dedicated Vehicle Service.

A.1.3 Extra Services

Should extra services be operated at the direction of PVTA, Contractor shall be compensated at the vehicle revenue hour rate then in effect and that compensation shall be in addition to the Total Annual Cost specified in the Cost Proposal.

A.2 Demand & Supplemental Services

As described in Exhibit A, Scope of Work, Section 3.1.2 these advance reservation and same-day services are operated in support of the Get About program and operation of these programs: Ready Now, One Step Over the Line, Claremont Dial-A-Ride and San Dimas Dial-A-Ride. These services utilize accessible minivans provided by PVRTA as well as sedans and other vehicles provided by the Contractor or Subcontractors. The Contractor shall be paid based on a separate per passenger trip rate for the following services described in the Scope of Work, Get About Supplemental Services, Ready Now, Claremont Dial-a-Ride and San Dimas Dial-a-Cab. The Contractor shall be compensated on a flat fee (flag drop) and mileage basis for the One Step Over the Line program. PVRTA will pay an additional \$3.00 per trip bonus for rides provided to passengers utilizing wheelchairs.

A.2.1 Per Passenger Trip Compensation

Program	Average Trip Mileage	Estimated Annual Trips
Get About Supplemental Services	5.3	20,000
Ready Now	3.7	22,000
Claremont Dial-A-Ride	2.2	18,000
San Dimas Dial-A-Cab	3.2	22,000

A.2.2 Flat Fee Plus Mileage

	Average Trip Mileage	Estimate Annual Trips
One Step Over the Line	11.4	6,000

B. COST PROPOSAL

Proposer's cost proposal and proposed allocation of contract resources must demonstrate an understanding of the Scope of Work requirements as described in this RFP and attachments thereto. The Proposer's price proposal must provide specific proposed rates of compensation for both the Dedicated Vehicle Services and Demand and Supplemental Services as described in the Scope of Work.

For the Dedicated Vehicle Services, Proposer's Cost Proposal must consist of Fixed Hourly Rates and Fixed Monthly Rates in accordance with SECTION 8.1 - Price Formula, of the DRAFT AGREEMENT. Such rates shall be proposed for each of four (4) years of the Base Term contemplated in this RFP, and shall be based on the levels of service in terms of vehicle revenue hours, as stated herein. The detailed budget breakdown included with this COST PROPOSAL FORM should be consistent with rates proposed.

For the Demand and Supplemental Services, Proposer's Cost Proposal must provide a separate proposed price per passenger trip for each of the services listed in Section V.A.2.1 of this RFP for each of the four (4) years of the Base Term and a flat fee and mileage price for the One Step Over the Line program for each of the four (4) years on the Base Term.

Proposer shall submit its proposed annual costs for the services described herein using the following Cost Proposal Forms, which are posted on the PVTa website, PVTrans.org. Microsoft Excel files to facilitate proposal preparation. Proposers are requested not to change formulas and the pre-entered descriptions of cost elements but may add blank lines if additional cost categories are required.

C. COMPENSATION IN OPTION PERIODS

In the event that one or both of the two (2) two-year option periods are exercised by PVTa, Contractor compensation for each year of the option will be negotiated between the parties, but in no case shall that compensation increase no more than the annual increase in the Consumer Price Index for the State of California (Los Angeles-Riverside-Orange County statistical area) for the most recently reported calendar year.

PVTA REQUEST FOR PROPOSALS--EXHIBIT A
PVTA TRANSPORTATION SERVICES
SCOPE OF WORK
OCTOBER 21, 2019

OVERVIEW

The Pomona Valley Transportation Authority (PVTA) is requesting proposals for management, operations and maintenance services for PVTA transportation services. PVTA is seeking proposals for three dedicated vehicle service components as well as five supplemental or demand response service components. The components are listed below along with their estimated annual service levels.

The service modes along with their service volume estimates are detailed below:

Dedicated Vehicle Services

1. Get About van or dedicated vehicle service (24,000 VRH)
2. Claremont Group Service (Operates as the dedicated vehicle portion of Claremont Dial-Ride (1,250 VRH).
3. Pomona Group Service (750 VRH)

Demand Response Services

1. Get About Supplemental Service (20,000 passenger trips)
2. Get About Ready Now (22,000 passenger trips)
3. One Step Over the Line (6,000 passenger trips)
4. Claremont Dial-a-Ride-Demand Response (18,000 passenger trips)
5. San Dimas Dial-a-Cab (22,000 passenger trips)

SECTION 1 - DEFINITIONS

As used throughout the Request for Proposals, exhibits and attachments, the following terms shall have the meanings set forth below:

Advanced Reservation - Describes the process of requesting trips and receiving trip confirmation prior to the day service is requested.

Americans with Disabilities Act of 1990 (ADA) - Federal civil rights legislation which mandates accessibility for people with disabilities. Included is a requirement that all public transit agencies operating fixed route bus service provide complementary paratransit service to persons functionally unable to use accessible fixed route systems.

CONTRACTOR - Shall signify vendor selected and under contract with PVTA to provide transportation services.

Curb-to-Curb Service - A type of paratransit service where, on both the origin and destination ends of the trip, the driver gets out of the vehicle and assists the passenger between the vehicle and a sidewalk or other waiting area no more than 15 feet from the vehicle.

Deadhead - For dedicated vehicle services, refers to either miles or hours when a vehicle is not in revenue service including travel from the yard to the first pick-up, from the last drop-off back to the yard when released by the dispatcher. The travel between scheduled pickups and drop offs, regardless of whether a passenger is on board, is not deadhead.

Demand Response - Describes a service that does not require advance reservation and trips can be requested the same day (also referred to as "same day", "real-time" or "immediate response").

Door-to-Door Service -A type of paratransit service where, on both the origin and/or destination end of the trip, the driver gets out of the vehicle and meets/escorts the passenger to the door of the main lobby, residence, or building. The driver is responsible for assisting the passenger throughout the trip. Drivers are not allowed to enter a residence and must keep the vehicle in sight at all times.

Dwell Time -The amount of time spent by vehicle and driver at each pick-up and drop-off waiting for the passenger(s) to appear, during passenger boarding, debording and wheelchair securement. Dwell time is included in the Vehicle Revenue Hour computation.

Federal Transit Administration (FTA) - A branch of the U.S. Department of Transportation (USDOT) established to improve transportation throughout the nation. The FTA provides funding and assistance to regional transportation agencies, among various other programs.

General Public Paratransit Vehicle (GPPV) - Means any motor vehicle designed for carrying no more than 24 persons and the driver, that provides local transportation to the general public, including transportation of pupils at or below the 12th - grade level to or from a public or private school or school activity, under the exclusive jurisdiction of a publicly operated transit system through one of the following modes: dial-a-ride, subscription service, or route deviated bus service. {California Motor Vehicle code Section 336}

Holidays - The official holidays are: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day.

Missed Trip - Any scheduled trip on which the Dial-a-Ride vehicle arrives more than 60 minutes after the scheduled pick up time or does not arrive at all.

No-Show -A scheduled passenger who does not appear at the designated location for vehicle boarding within 5 minutes of an on-time vehicle arrival or calls the reservation office to cancel the trip less than one (1) hour before the scheduled pick-up time.

On-Time Pickup - For PVRTA services- for advance reservation trips, a vehicle shall be on-time if it arrives at the designated pickup location no more than 5 minutes prior to the scheduled pickup time or no more than 15 minutes after that time. For demand response trips, a vehicle shall be on-time if the vehicle arrives at the designated pickup location within 45 minutes of the passenger's call for a pickup.

Passenger Trip – A passenger trip shall be counted as any person transported on a revenue service vehicle.

Subscription Service - Paratransit trips to and from the same origin and destination at the same time and day at least once a week. Subscription services do not require the passenger to call in their request for each trip; only to cancel for one or more days

Vehicle Revenue Hour - For dedicated vehicle service, a vehicle revenue hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is available for passenger transport within the established hours of service. A vehicle is available for passenger transport from the time it arrives at its first pick-up address and ends when it has completed its last passenger drop-off. If the first scheduled pick-up is a no-show, the vehicle arrival time at that stop shall still be used for computation of vehicle service hours, however, this rule shall not apply to late trip cancellations. Vehicle revenue hours are also known as "vehicle service hours".

For the fixed route service, a vehicle revenue hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is in revenue service, including layover/recovery time but excluding deadhead, training operators prior to revenue service and road tests.

Vehicle revenue hours, for all services, shall exclude any meal breaks, service breaks, fueling time, mechanical breakdowns and time a vehicle is down due to an accident. Drive time to and from breaks and lunch breaks will be excluded.

Vehicle Revenue Miles - The mileage incurred by a vehicle while operating a Vehicle Revenue Hour.

SECTION 2 - PVRTA DUTIES AND RESPONSIBILITIES

2.1 Management

PVRTA will have an Administrator reporting directly to the PVRTA Board of Directors and responsible for administering the contract and monitoring and evaluating the service. CONTRACTOR's Project Manager will report directly to the Administrator.

2.2 System Planning, Administration, Marketing

PVTA will be responsible for system design, setting of fare levels and transfer policies, productivity analysis, marketing and promotion. CONTRACTOR will be expected to provide input to assist PVTA in making determinations on these matters as requested. PVTA may develop and implement a form of fare media that will be accepted in lieu of cash fares. PVTA shall prepare, print and provide the CONTRACTOR all schedules, passes, tickets, and like materials required by PVTA operations.

PVTA will work in conjunction with the various governmental agencies and with the CONTRACTOR to ensure that effective coordination is achieved among all public transportation services provided in the PVTA service area boundaries by other operators.

PVTA shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform patrons of service operations and to promote ridership. CONTRACTOR shall distribute and disseminate such materials in accordance with the provisions of the Agreement and any supplemental direction provided by PVTA.

2.3 Equipment

2.3.1 Vehicles

1. PVTA shall provide CONTRACTOR the vehicles set forth in **ATTACHMENT 4, Fleet Schedule and Equipment List**. These vehicles are owned by either PVTA or the City of Claremont. These vehicles shall be used only for activity directly related to PVTA transportation services including PVTA Supplemental and Demand Response services unless otherwise authorized by PVTA.
2. It should be noted by proposers that vehicles listed in in **ATTACHMENT 4, Fleet Schedule and Equipment List** are provided by the PVTA "as is" and absolutely no allowance shall be granted the contract successor for any item of a deferred maintenance in PVTA-provided vehicles.
3. PVTA will arrange a time for prospective proposers to conduct routine inspections of a representative sample of the vehicles listed in **ATTACHMENT 4**.

2.3.2 Radios

PVTA shall provide CONTRACTOR with radios set forth in **ATTACHMENT 4**. Radios are offered on an "as is" basis. CONTRACTOR shall be responsible for proper maintenance, licensing and replacement when required of said equipment and shall comply with all applicable federal statutes and regulations in connection with such use. PVTA will be responsible for "air time" charges for PVTA-provided radios. At the expiration of this contract, all replacement units, shall

become the property of PVRTA with no further compensation and all radio equipment shall be returned in working order, save normal wear and tear.

2.3.3 Communications System

As an option, the CONTRACTOR may propose a CONTRACTOR-supplied radio or other communication system. The CONTRACTOR would be responsible for both equipment and air time charges for this option and costs associated with the option should be clearly delineated in the CONTRACTOR'S proposal.

2.3.4 Phone Call Director

PVRTA will make available to the CONTRACTOR an Alt Gen Max 100R server phone system (call director) more fully described in **ATTACHMENT 4**. CONTRACTOR shall be responsible to fully familiarizing themselves with the phone system and for proper licensing, and maintenance of the system. CONTRACTOR will be responsible to supply all additional phone equipment required for the service. If the CONTRACTOR does not plan to use the PVRTA supplied call director, the CONTRACTOR should specify the system the CONTRACTOR will use.

2.3.5 Computer Hardware and Software

CONTRACTOR shall be responsible to provide all necessary computer hardware, software and any other additional equipment required to operate the services described in this Request for Proposal.

SECTION 3 - CONTRACTOR DUTIES AND RESPONSIBILITIES-OPERATIONS

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with its operation of PVRTA Transportation Services. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary, and generally accepted within the public transportation industry as being an integral element of operating public transportation system and services of a kind and character such as PVRTA transportation services.

3.1 General Overview

CONTRACTOR shall be responsible for management and operation of the PVRTA's dedicated vehicle services, including the dedicated vehicle portion of the Get About system, the Claremont and Pomona Group services, and any additional services purchased by the PVRTA. The CONTRACTOR shall also be responsible to provide either directly or via subcontractors PVRTA's Supplemental and Demand Response services. CONTRACTOR shall coordinate, manage, and control all necessary program activities which shall include: maintain all vehicles, provide drivers and all project personnel, train personnel as necessary, develop administrative

procedures, financial records, and develop methods to improve effectiveness and maximize service efficiency.

CONTRACTOR will obtain and provide all required State and local permits and ensure that all drivers are properly licensed for service they are providing. CONTRACTOR must also have all applicable State and local business licenses or procure same prior to the start of service. PVRTA will provide for vehicle licenses and registration.

Service shall be managed by CONTRACTOR in accordance with the guidelines and parameters established herein and the attachments hereto. All facilities, equipment, fuel, supplies and services required in the operation and management of said services shall be furnished by CONTRACTOR unless specifically identified to be contributed by PVRTA.

3.1.1 General Overview-Dedicated Vehicle Services

Get About Dedicated Vehicle Services

The Get About transportation dedicated vehicle service provides primarily advance - reservation, door-to-door transportation to seniors 60 years of age and above and individuals with disabilities certified eligible by PVRTA. Requests for service may be made up to 7 days in advance. Trips taken on a regular basis at the same day and time can be set up as subscription trips. Same day and immediate trip requests are accommodated if capacity is available. The CONTRACTOR shall be responsible to manage the level of subscriptions to provide efficient service and maintain the capability to accept some advance reservation trip requests during all hours of service. Get About is an area-wide service offering direct transportation throughout the cities of Claremont, La Verne, Pomona and San Dimas. Get About offers service to destinations beyond the four cities as far west as Grand Avenue and on the east to the Montclair Place, Montclair TransCenter and Montclair Hospital Medical Center.

The Get About service operates the following days and hours:

Weekdays (Monday-Friday)	6:00 a.m. - 7:30 p.m.
Saturdays	8:30 a.m. - 5:00 p.m.
Sundays	7:30 a.m. - 5:00 p.m.

Claremont and Pomona Group Dedicated Vehicle Services

CONTRACTOR shall be responsible for the operation of the Claremont and Pomona Group services. The Group services are advance reservation demand response services for groups of six or more. The services are available 6:00 a.m.- 7:30 p.m. weekdays and 7:00 a.m.-6:00 p. m., Saturday and Sunday. The services are estimated at a total of 2,000 Vehicle. Revenue Hours annually. These services can be integrated into the fleet operations of Get About. Billing for these services as well as operating data must be tracked separately. In the case where a vehicle leaves Get About service to provide Group service, the travel to the pick-up location as well as travel from Group service back to Get About service may be included in the billable Vehicle Revenue Hours, but shall not be added to the Vehicle Revenue Hours for NTD purposes.

3.1.2 General Overview – Supplemental and Demand Response Services

Get About Supplemental Services

PVTA allows the CONTRACTOR to provide up to 22,000 passenger trips annually to supplement the Get About dedicated vehicle service. The CONTRACTOR will receive all Get About trip requests and will be responsible for allocating a portion of these requests to the supplemental service to maximize the cost effectiveness, quality, accessibility and productivity of the Get About service. The CONTRACTOR will be responsible for management of the allocation of rides to the supplemental service in order to maximize the benefit to the overall Get About service. PVTA reserves the right to establish and adjust service parameters for Get About including but not limited to: increasing or decreasing the number trips authorized as well as the type and location of trips to be allocated to the supplemental provider. The successful CONTRACTOR must have the demonstrated ability to work to effectively manage a same-day trip brokerage setting.

Get About-Ready Now

PVTA has received federal funding for a same day, immediate response shared-ride transportation program designed as a Get About premium service. The CONTRACTOR or designated subcontractor will be required to maintain a reservation line, receive trip requests, verify rider eligibility and provide trips to these riders within the Get About service area.

Get About "One Step Over the Line"

PVTA has federal funding to provide transportation to disabled individuals to destinations in San Bernardino County east of the Get About boundary as far as Mountain Avenue. Service is also provided to PVTA approved medical destinations located further east in San Bernardino County. The CONTRACTOR or designated subcontractor will be required to maintain a reservation line, receive trip requests, verify rider eligibility and provide trips within the ONE STEP OVER THE LINE service area. PVTA will compensate the CONTRACTOR based on flag drop and mileage for One Step Over The Line trips.

Claremont Dial-a-Ride (DAR)-Demand Response

Claremont DAR is an immediate response, general public, shared ride dial-a-ride. The CONTRACTOR or designated subcontractor will receive trip requests directly and will be required to provide a dedicated local number. Ride reservations can be made up to seven days in advance. All Claremont DAR riders must be registered and the CONTRACTOR shall be responsible to verify riders' eligibility. Service will be limited to within the City of Claremont and destinations outside of Claremont designated by the City of Claremont via PVTA. The service will operate from 6:00 a.m. to 10:00 p.m., Monday – Saturday and 6:00 a.m. to 6:00 p.m. Sundays. Services to elderly and disabled persons and riders under the age of 16 shall be available 24 hours per day, seven days a week.

San Dimas Dial-a-Cab-Demand Response

San Dimas Dial-a-Cab is an immediate response, shared ride, general public, dial-a-ride. The CONTRACTOR or designated subcontractor will receive trip requests directly and will be

required to provide a dedicated local phone number for the service. Ride reservations can be made up to seven days in advance. The service operates within the City of San Dimas. Elderly and disabled riders picked up within San Dimas may travel within the City and to destinations within extended boundaries. The extended boundaries are Grand Avenue on the West and Garey Avenue to the East. The extended boundaries are between Foothill Blvd. on the North and San Bernardino Freeway on the South. General public riders can travel within San Dimas and to medical facilities within the extended boundaries. San Dimas also allows travel to designated medical facilities beyond the extended boundaries. Any rider taken outside of City by Dial-a-Cab can make their return trip using Dial-a-Cab. The service operates 24 hours per day, seven days per week.

3.2 Supplemental and Demand Response Operations

The CONTRACTOR will be responsible assigning trips to Supplemental and Demand Response providers. The assignment of Get About trips to the Supplemental Get About provider shall be done so as to allow adequate time to perform the trip within the established service parameters.

The CONTRACTOR shall be responsible for ensuring that all vehicles utilized in Supplemental and Demand Response services are maintained in accordance with the established vehicle standards and comply with all federal, state, and local law and codes and/or required inspections, including any required inspections by the California Highway Patrol.

3.2.1 Driver Training

The CONTRACTOR shall ensure that all employees and contracted personnel engaged in Supplemental and Demand Response services delivery are properly trained in accordance with this provision. Any driver, dispatcher, supervisor must meet the following minimum training:

- Drivers, Dispatchers and Supervisors:
Passenger Assistance Training (PAT): utilizing the CTAA PASS model, McDonald Transportation (Ft. Worth, Texas) or University of Wisconsin model or approved equal
- Sensitivity/Empathy Training:
A minimum of four (4) hours which will focus on providing assigned drivers with an understanding of the different needs of persons with disabilities. Course emphasis will include cultural diversity, aging sensitivity and social awareness.
- Any and all additional training which may be required by federal/state/local regulations or that is necessary for obtaining required licenses/permits.

The CONTRACTOR will be responsible for ensuring that the Supplemental and Demand Response services providers maintain accurate and detailed records of training provided to all personnel assigned to this service. Abbreviated records detailing the participant's name, position, taxi medallion or permit number or operator license number (or equivalent) and date of completed training shall be furnished to the dedicated vehicle service provider on a weekly

basis or upon request. Detailed records shall become part of each participant's permanent participant file and shall be made available to PVRTA for inspection upon request. Each employee shall be assigned a unique employee number for purposes of comment tracking and/or special incident investigations.

3.2.2 Accidents

The CONTRACTOR shall be responsible for ensuring that all accidents and/or incidents occurring on Supplemental and Demand Response Services, along with any required supporting documentation, are reported to the appropriate PVRTA staff within the required timeline parameters.

3.2.3 Collection of Fares

The Supplemental and Demand Response providers shall collect fares for service as established by the PVRTA. These fares can be collected in cash, coupons or other media from each passenger.

3.2.4 Drug and Alcohol Testing

The CONTRACTOR shall be responsible for ensuring that the Supplemental and Demand Response providers comply with all requirements of the Federal Transit Administration in regards to the testing of safety sensitive employees for drug and alcohol use

3.2.5 Complaints

The CONTRACTOR shall be responsible for investigating and resolving complaints made regarding services delivered by Supplemental and Demand Response services, utilizing the same timeline pertaining to dedicated vehicle service. All drivers assigned to Supplemental and Demand Response services are required to have an identification number for the purposes of tracking service comments received from PVRTA users.

3.2.6 Vehicles

The CONTRACTOR shall be responsible to supply all vehicles required for the performance of the Supplemental and Demand Response services provided by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR may utilize the vehicles from PVRTA as described in **ATTACHMENT 4**, Fleet Schedule and Equipment List to partially meet these requirements. Wheelchair accessible vehicles shall be available within the same service parameters (e.g. response time) as the CONTRACTOR'S service to ambulatory passengers. The CONTRACTOR shall maintain a sufficient number of operational accessible vehicles acceptable to PVRTA to meet PVRTA's performance standards. The wheelchair accessible vehicles shall meet all ADA requirements.

3.2.7 Vehicle Standards

The determination of the number of vehicles required for service is the responsibility of the Supplemental and Demand Response provider. The Supplemental and Demand Response

services provider shall provide an equipment list of all authorized vehicles proposed for use within this program monthly, which shall include, year, make, model, mileage, vehicle identification number (VIN) and seating capacity. The maximum age and mileage of vehicles shall not exceed 7-years or 300,000-miles during the term of this agreement. All vehicles, at a minimum, must comply with Federal Motor Vehicle Standards (FMVSS) to be eligible for operation under this agreement.

All vehicles (including replacement vehicles) must:

- Display the PVTa placard while in service.
- Have a rear-view mirror and side-view mirrors mounted on both sides of the vehicle.
- Have a functioning interior light within the rider(s) compartment.
- Have functioning window and door mechanisms, which ensure that all access doors and windows are capable of being opened from the inside and outside and remain closed and secure during travel.
- Have a functioning speedometer indicating speed in miles per hour and a functioning odometer correctly indicating distance in tenths of a mile.
- Be equipped with operational heating, ventilation and air conditioning systems.
- Have exteriors free of grime, oil or other substances and free from cracks, breaks, dents and damaged paint that noticeably detract from the overall appearance of the vehicle.
- Be equipped with hubcaps, wheel covers, or wheels designed so as not to require caps/covers so long as they do not detract from the overall appearance of the vehicle.
- Have all body molding in place, or if removed, holes must be filled and painted.
- Not have damaged or broken seats or protruding sharp edges.
- Have unobstructed vision on all sides of vehicle.
- Be equipped with an operable two-way mobile radio, cell phone, or any other two-way communication system, which affords contact with the vehicle during all hours of operation. Pagers are not an acceptable substitute. If portable radio/cell phone communication systems are used, drivers must be provided with and use "hands-free" radio accessories.
- Meet all safety and mechanical standards established by the local codes, California State statutes and Federal regulations, if any, and have passed all required inspections.
- Not have vehicle leaks of any kind, including fumes.
- Be equipped with a functioning horn.
- Seat belts must be provided and maintained in working order for all vehicle seats and a sign shall be prominently displayed advising passengers that seat belt use is required.
- Drivers and passengers must be secured in seats with seat belts at all times the vehicle is in operation subject to compliance with ADA requirements.

- Vehicles which provide transportation to persons utilizing a wheelchair shall have wheelchair tie down straps and effective devices to secure each wheelchair using a 4-point tie down and each rider using a lap belt and shoulder harness. While in service, each lift/ramp-equipped vehicle must maintain on-board a sufficient number of chair and rider tie-downs to meet a given vehicle's maximum wheelchair passenger capacity. Tie down straps shall not be left on the vehicle floor when not in use and shall be kept clean and well maintained.
- Have backup to all lift capacity. The lift shall incorporate an emergency method of deploying; lowering to ground level with a lift occupant, and raising and stowing the empty lift if the power to the lift fails.
- Lifts and other installed accessories including radios shall be maintained in accordance with the recommendations of the respective manufacturer.
- All vehicles shall be maintained in good overall operating condition.
- Each van vehicle (as opposed to sedan or similar) shall be equipped with a fully charged, certified and non-expired fire extinguisher of the proper type for the vehicle.
- Each vehicle shall be weather-tight and free of water leaks.
- Vehicles may be inspected at any time. A vehicle is subject to immediate removal from service if deemed unsafe or otherwise in violation of safety standards.
- Drivers and passengers shall not be allowed to smoke in the vehicle and a sign shall be prominently posted inside the vehicle-advising passengers of this prohibition.
- Any fines incurred in the operation of the vehicle, including parking violations, shall be the sole responsibility of the Supplemental and Demand Response services provider.
- All vehicle sizes and types are subject to the prior approval of CONTRACTOR. Approval considerations shall include such matters as, overall vehicle size, interior seating area, and passenger comfort, adequacy of trunk space for storage of mobility aids, lift size, and overhead clearances.
- Provider shall ensure that the driver or maintenance personnel daily test all safety and securement components prior to engaging vehicle in service, defects are noted, and that all defects identified are corrected in accordance with manufacturer's specifications prior to vehicle being placed in service.
- A service animal will be considered a passenger for vehicle capacity purposes.

3.2.8. Dedicated Drivers and Vehicles

PVTA may request the Contractor or its subcontractors provide drivers and vehicles dedicated to the PVTA Supplemental and Demand Response service. These dedicated vehicles shall operate only in PVTA service and shall not accept trips for other services during their dedicated shift. PVTA shall compensate the contractor for dedicated vehicles and drivers at a rate per vehicle service hour. Rides provided by the dedicated driver may be included in the CONTRACTOR'S per trip service billings to PVTA. The number and hours of service for dedicated drivers and vehicles shall be determined by PVTA and may be adjusted periodically by PVTA to

meet service needs. PVRTA will initially authorize three (3) dedicated drivers and vehicles of eight (8) hours. PVRTA shall have the right of approval of personnel selected to serve as dedicated drivers.

3.3 Service Standards

CONTRACTOR shall strive at all times to provide service in a manner that will increase system productivity while achieving customer service expectations. Recognizing that the goals of productivity and customer service levels may conflict, the following standards are intended to be reasonably attainable by CONTRACTOR, fair to the customer, and consistent with PVRTA expectations.

At the option of PVRTA, PVRTA may assess payment deductions for substandard performance. Failure to enforce any deduction for any such substandard performance shall not serve to invalidate said criteria nor preclude future enforcement of that penalty. In the first 90 days of this agreement the minimum productivity level for Get About dedicated vehicle services shall be 3.3 passengers per revenue hour.

CONTRACTOR and PVRTA shall periodically meet to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by CONTRACTOR with concurrence and final decision by the PVRTA Administrator. Should it be found that CONTRACTOR's performance has contributed to CONTRACTOR's failure to achieve these standards, CONTRACTOR shall take all reasonable actions requested by PVRTA to correct deficiencies in performance. Should deficiencies persist, PVRTA may take whatever additional action is necessary by the circumstances and provided for in the AGREEMENT of which this Scope of Work is a part.

Below is a summary of the PVRTA's standards and any potential payment deductions associated with failure to meet the standards.

PVRTA SERVICE STANDARDS

Performance Criteria	Standard	Deduction	Service
1. On-Time Performance	>90% - Dedicated Vehicle Service	\$2500 per month for each month <85%	Get About
1a.	>90% Supplemental & Demand Service	\$1,000.00 per month for any supplemental or demand service <90%	Supplemental & Demand Service
2. Productivity	>3.6 Passenger Trip per Vehicle Revenue Hour	Billable VRH Limited based on productivity and on-time performance	Get About

3. Average Wait-Time (time between a demand service request and a pick-up)	<30 minutes		All Services
4. Average Ride Time	<30		All Services
5. Rides Over 60 minutes	<2%		All Services
6. No-Shows	<4%		All Services
7. Average Hold Time (Reservation)	<75 sec.	\$50 for every day of >120 sec hold time	All Services
Minimum # GPPV drivers	> 10		All Service
8. Valid Complaints	<2per month	\$500 >5 per month	Get About
9. Maximum Referrals to Get About Supplemental Service	<1900 per month (unless pre- approved by PVTA)		Get About
10. CHP Terminal Inspection Dedicated Vehicles	Satisfactory rating	\$5,000 for Unsatisfactory rating	All Services
11. Wheelchair Availability	No wheelchair lift failure in service	\$250.00 per failure	All Services
12. Preventive Maintenance for all PVTA supplied vehicles	PMI within 3,000 miles	\$200.00 per PMI later than every 3,500 miles	All Services
13. Uniforms	All drivers required to wear proper uniforms		All Services

3.4 PVTA Transportation Services Operating Standards

The CONTRACTOR shall be responsible for ensuring that all services are operated in accordance with the following operating standards, requirements and procedures:

- Consumers shall at all times be rendered safe, courteous service in accordance with all applicable laws, ordinances and regulations.
- Shared rides must be utilized whenever possible.
- A fully accessible vehicle must be used as required for consumers in wheelchairs or other mobility devices who require transportation. Transferring/carrying individuals from wheelchairs to the seat of a vehicle is strongly discouraged, except for a rider who can transfer without any assistance and who requests service in a non-accessible vehicle.
- Services are provided to PVTA-eligible passengers only. Unauthorized passengers are not to be transported while operating PVTA services.
- The Supplemental and Demand Response providers shall inform the CONTRACTOR of any difficulties experienced in transporting a rider, whether related to safety, behavior, or other reason.
- Drivers may not refuse transport of any person or persons who is traveling with a "service animal." The term "service animal" is legally defined in the Americans with Disabilities Act of 1990 (ADA), in the regulations for Title III, as an animal "individually

trained to do work or perform tasks for the benefit of an individual with a disability.”

- Transportation may be refused to any person or persons who are a threat to the health, safety, or welfare of transportation staff or other passengers due to consumer’s violent, seriously disruptive or illegal conduct. The Supplemental and Demand Response provider must consult with CONTRACTOR prior to any refusal of service to any consumer except in emergency situations where safety dictates immediate action.
- Upon rider request, an Estimated Time of Arrival (ETA) for all late vehicles will be provided.
- The service providers shall ensure that riders are picked up within the established on-time pick up window based on the pickup time provided to the rider by the CONTRACTOR. The driver must contact the dispatcher before leaving a designated location without picking up the rider(s), and when encountering problems such as rider(s) not being ready, rider(s) not waiting at the designated pickup location, incorrect addresses or addresses which are inaccessible to wheelchairs. If the driver arrives at the pickup location at, within or after the service window and the rider is not there, he or she must wait five (5) minutes past the arrival time before contacting the dispatcher for authorization to leave. Dispatch staff must attempt to reach the rider and verify that the rider is a bona-fide no-show and only then release the driver. Rider(s) cannot be required to leave prior to the scheduled pickup service window start time but may choose to do so at the rider(s)’ discretion. Drivers arriving before the scheduled pickup service window must wait five (5) minutes past the window start time before requesting authorization to leave without the rider. If it is determined that an apparent no-show was not the rider’s fault, a driver must be dispatched back to pick up the rider immediately.
- Service providers shall be responsible for compliance with any and all requirements for the provision of child restraint devices. The CONTRACTOR will determine if child restraint devices are required for the rider or companion during the reservation process. If the passenger does not have proper child restraint devices at the time of pick up, the trip shall be marked as a “Cancel at the Door.”
- Emergency Calls. All in-service emergency calls to the police, 911 or an ambulance, as appropriate. In such cases service providers will notify the CONTRACTOR immediately.
- Damage to Wheelchairs. Provider shall be responsible for and remedy any damage caused to a wheelchair or other customer mobility device that occurs in its operations.

3.5 PVRTA Incentive Program Dedicated Vehicle Services

PVRTA has established a performance incentive program for drivers, dispatchers, mechanics and managers of the Dedicated Vehicle service. If the incentives standards are met the incentive amounts will be paid to the CONTRACTOR for distribution directly to CONTRACTOR employees on an equitable basis. All incentives received by the CONTRACTOR shall go to the identified staff. PVRTA will pay Contractor for applicable payroll taxes and benefits. CONTRACTOR shall provide PVRTA monthly with a distribution list showing incentive receipts and amounts paid.

Since these incentives are in addition to contractually-required payments to the CONTRACTOR, PVTA reserves the right to adjust incentive standards, conditions and amounts periodically at its sole discretion. PVTA will consult with CONTRACTOR regarding development of and adjustments to the incentive program.

The incentive package currently being contemplated is as follows:

1. An individual driver incentive based on attendance, productivity and job performance of \$100 per month.
2. A dispatcher incentive to each full time Get About dispatch and reservation staff member for any month achieving the following performance levels:

On-Time Performance	Productivity	Bonus
92% or above	3.6 or higher	\$150
90% or above and less than 92%	3.6 or higher	\$125

3. A mechanic's incentive of up to \$500.00 based on fleet inspections by PVTA's third party auditor and the CHP terminal inspections. The amount of the incentive payment shall be determined by the PVTA.
4. A managerial incentive of up to \$750.00 per quarter. The managerial incentive will be based on an evaluation of management performance by the PVTA Administrator. The amount of the incentive shall be determined by PVTA.

3.6 Operations - Program Management and Personnel

CONTRACTOR shall provide operations management at a level and capability sufficient to oversee its functions and employees. CONTRACTOR shall be responsible for the employment and supervision of all employees necessary to perform PVTA transportation operations. Such responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluation, retention and termination.

The CONTRACTOR shall be solely responsible for the satisfactory work performance of all employees and for meeting any reasonable performance standard described in this RFP or established by the PVTA. The CONTRACTOR shall be solely responsible for payment of all employees' and/or subcontractor's wages and benefits, in accordance with the payment schedules established for this project. CONTRACTOR's personnel wages and work hours shall be in accord with the local, county, and State regulations affecting such personnel.

Without any expense to the PVTA, the CONTRACTOR shall comply with the requirements of employee liability, worker's compensation, employment insurance, and social security. The CONTRACTOR shall hold harmless the PVTA from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.

CONTRACTOR shall use appropriate driver screening and selection criteria in order to employ drivers. These criteria will include Department of Motor Vehicles license check and physical examination sufficient to meet all applicable requirements for PVRTA transit vehicle and service operations.

CONTRACTOR shall develop, implement, and maintain an employee substance abuse/alcohol abuse-testing program, subject to PVRTA approval, for all employees in safety-sensitive positions including personnel engaged in the operation, maintenance and control of PVRTA vehicles and equipment. Such program will meet all applicable federal requirements including the employee substance/alcohol abuse-testing requirements of the Federal Transit Administration and the requirements of the Omnibus Transportation Employee Test Act of 1991 and related supplements and amendments.

CONTRACTOR shall at all times comply with applicable state and federal employment laws, including section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

Nothing in this section shall be construed by either CONTRACTOR or PVRTA to be in conflict with the language and intent of Article 4, Independent CONTRACTOR, of the AGREEMENT.

3.6.1 Training Program

CONTRACTOR shall develop, implement, and maintain a formal training and retraining program that shall be subject to review and approval by PVRTA. An outline of the training program, including periodic updates, shall be on file in the office of the PVRTA. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

CONTRACTOR shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, PVRTA operating policies and procedures, employee work rules, vehicle safety inspection, equipment care and maintenance, customer relations and passenger conduct. Drivers shall be trained to operate all types of vehicles, wheelchair lifts and lock system, and other equipment that they may be expected to use in the PVRTA services.

CONTRACTOR shall prepare and furnish to PVRTA for approval prior to initiation of service an Employee Handbook. The Employee Handbook will be provided to all drivers, dispatchers, telephone operators and supervisors and shall include, at a minimum, the following subject areas: driver's rules; accident/incident policies; radio policies and procedures; fare policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures; reporting procedures; and pertinent sample forms.

Dispatchers, telephone operators, supervisors, and any other personnel who may from time to time be assigned to provide telephone information on telephone reservation lines shall be trained in customer relation skills, telephone manners, accident/incident procedures, fares, Get About reservation procedures, and operating policies. Operations control personnel assigned to trip scheduling and vehicle dispatching duties shall have a knowledge of applicable procedures and professional techniques.

3.6.2 Personnel Management

CONTRACTOR shall make all reasonable efforts to ensure that employees having contact with the public in the course of their duties are of good moral character. Any such employee who is convicted of a felony or a crime involving moral turpitude before or during the time of his/her employment shall not be permitted to continue to hold a position of employment involving contact with the general public.

CONTRACTOR shall remove from PVTA services any personnel provided by the CONTRACTOR for the performance of the work described herein up on request of the PVTA. Said request shall indicate the cause for such request. The PVTA shall be notified of new hires or reassignments of project management personnel.

CONTRACTOR shall be responsible to recruit a sufficient number of bilingual (Spanish and English) employees to ensure that the bilingual communications requirement is met. All drivers in PVTA service shall be fluent in English. At least one bilingual employee shall be available to receive trip reservation and customer service requests during all hours of service operation. A minimum of six drivers in the Dedicated Vehicle Service shall be bilingual. At least three of the dispatch and reservation staff shall be fluent in English and Spanish. CONTRACTOR shall maintain up-to-date personnel roster that shall be provided to PVTA monthly. The CONTRACTOR'S staffing plan shall provide sufficient training resources to ensure an adequate number of properly trained drivers and other personnel to staff PVTA operations. The CONTRACTOR'S personnel management shall provide for the proper level of road supervision of the PVTA transportation services.

3.6.3 Union Representation

The drivers and staff of the current dedicated vehicle service provider are represented by the Amalgamated Transit Union. A copy of the current agreement between First Transit and ATU is available on the PVTA website, PVTrans.org.

3.6.4 Project Manager

Subject to the approval of PVTA, the CONTRACTOR shall designate and provide the services of a Project Manager. Project Manager shall be assigned to the project on a forty-hour per week basis unless an alternate allocation of the Project Managers time is specifically approved by

PVTA as part of the proposal and contract negotiations. Any change in the allocation of the Project Manager's time shall be subject to negotiation and the written approval of PVTA. The Project Manager will provide supervision and the management of the project's accounts and operating records and will report directly to and coordinate closely with the Administrator. The Project Manager shall be available by telephone or in-person during all hours of the operational day to make decisions or provide coordination as necessary at the request of PVTA. The Project Manager shall show by decision and action to be competent in all aspects of the PVTA's services.

The CONTRACTOR shall provide for a change in the Project Managers upon six weeks' notice by PVTA. CONTRACTOR shall not replace the Project Manager without written consent of the PVTA, unless the Project Manager will no longer be employed by CONTRACTOR. The Project Manager being proposed will be required to serve a minimum two-year term at the PVTA project before any reassignment will be considered. If Project Manager is to be replaced, CONTRACTOR shall submit the resume and qualifications of a replacement acceptable to PVTA no later than fifteen (15) working days prior to the departure of the incumbent Project Manager.

Should the position of Project Manager remain unfilled for a period of thirty (30) days or more, PVTA may deduct the Project Manager's compensation from CONTRACTOR's payments.

3.6.5 Operations Manager

The CONTRACTOR shall designate an Operations Manager to assist the Project Manager in carrying out all activities relative to PVTA operations. Appointment of the Operations Manager shall be subject to the approval of PVTA.

3.6.6 Reservation and Dispatch Personnel

CONTRACTOR shall provide trained personnel to answer telephone requests for service beginning one-half hour prior to the startup of service each day until the return of the last revenue vehicle to the CONTRACTOR's facility. CONTRACTOR shall provide an adequate number of reservation and dispatch personnel to receive calls, schedule trips, dispatch rides to vehicles. Dispatch staff will also be responsible to assign trips for performance by the appropriate service provider and to promptly and accurately transmit said requests to this provider. CONTRACTOR shall provide sufficient staff to maintain an average hold time throughout the service day of no more than 75 seconds on the Get About reservation line.

Reservation and dispatch personnel shall be adequately trained in the operations of the scheduling and dispatch software. Personnel shall be trained to be sensitive to the special needs of elderly and disabled individuals and shall respond to requests for service with both sensitivity and efficiency. The CONTRACTOR shall designate a lead dispatcher familiar with the operations and characteristics of PVTA services as well as the scheduling and dispatch

3.6.7 Driver Standards and Duties

All drivers in PVTa service shall:

- Be a licensed driver for a minimum of three (3) years, speak and understand English and be at least 21 years old.
- Perform their duties with due regard for the safety, comfort and convenience of riders and their property.
- For ambulatory wheelchair transferable riders, assist riders by opening the vehicle door, placing the wheelchair near the door, offering a steadying arm and allowing riders to transfer to a seat when entering the vehicle and to a wheelchair when departing the vehicle. Driver shall assure that the wheelchair wheels are in a locked position when assisting the customer in or out of the wheelchair. The wheelchair is to be safely and securely stored in the trunk or interior of the vehicle or properly tied down. Provider shall be responsible for any damage caused to a wheelchair or other mobility device which occurs in the provision of service.
- Prior to daily service start, ensure that wheelchair service vehicles have a sufficient number of wheelchair tie down straps and rider securement devices to secure wheelchair riders in accordance with ADA regulations. A sufficient number of wheelchair and rider securement devices are defined as the maximum wheelchair rider capacity for the individual vehicle. Wheelchair riders must be secured in a forward facing position using a 4-point tie down for the wheelchair and a lap belt and shoulder harness for the wheelchair rider. The driver shall not secure wheelchair passengers in a sideways facing orientation. Tie down straps and lap/shoulder belts must be maintained in good condition, kept clean (so as not to soil the customer's clothes) and properly stored in an off the floor rack, cabinet or pouch when not in use and cannot be left on the vehicle floor.
- All drivers are required to confirm that the correct passenger is on-board prior to departing a pick-up location.
- All service providers will be responsible for supplying the CONTRACTOR with any operational data required for the preparation of reports or passenger surveys.
- Collect and safeguard all passenger fares.
- Comply with all applicable Federal, State and County laws, regulations and licensing requirements, including drug and alcohol testing.
- Have and maintain a current valid State of California Driver's License for the class of vehicle being operated and complete all training requirements. Provide notification to designated supervisor and/or management if their license has been suspended, revoked, or canceled. Said notification must occur before the end of the business day if not operating a vehicle that day, and prior to operating a vehicle, if scheduled to work, following such loss of privilege.
- Contact dispatch before leaving a designated location, without picking up the rider(s), and when encountering problems such as rider(s) not being ready, rider(s) not waiting at the designated pickup location, incorrect addresses or addresses which are inaccessible to wheelchairs. If the driver arrives at the pickup location at, within or after the service window, and the rider is not there, he or she must wait five (5) minutes past

the arrival time before contacting the dispatcher for authorization to leave. Rider(s) cannot be required to leave prior to the scheduled pickup service window start time but may choose to do so at the rider's discretion. Drivers arriving before the scheduled pickup service window must wait five (5) minutes past the window start time before requesting authorization to leave without the rider.

- Have and maintain a good driving record.
- Get out of the vehicle and open and close vehicle door when riders enter or exit the vehicle. Provide additional assistance to or from the main entrance of the place of origin to the vehicle and from the vehicle to the main door of the place of destination.
- Appropriately announce their presence at the specified entrance (indicated on the trip ticket or manifest) of the building of trip origin in an attempt to locate the rider(s), if the rider(s) does not appear for the pickup at the scheduled time. Sounding horn does not constitute an appropriate announcement and is prohibited,
- Wear clothing which is clean and neat in appearance. Supplemental and Demand Response drivers will be required to wear the following basic uniform: Solid color button down shirt, black pants and black shoes.
- No playing of audio/visual equipment in vehicles will be allowed unless such equipment is used by a passenger with a headset and kept at a level not audible to other passengers or the driver. Drivers may not play audio or video equipment while passengers are in the vehicle.
- Provide written reports of accidents or incidents that occur within 24 hours of the occurrence.

CONTRACTOR shall ensure that drivers do not engage in any of the following activities when providing services:

- Use of intoxicating liquors, narcotics or controlled substances of any kind (excluding doctor's prescriptions which do not impair driver's driving ability and for which an operator has advised his/her supervisor of its use in accordance with requirements of Motor Carrier Safety Regulations (49 CFR 391.41—391.49)) while on duty or reporting for duty; or while under the influence of liquors, narcotics or controlled substance of any kind (excluding doctors' prescriptions which do not impair driver's driving ability and for which an operator has advised his/her supervisor of its use in accordance with requirements of Motor Carrier Safety Regulations (49 CFR 391.41—391.49)).
- Gambling in any form.
- Smoking and other uses of tobacco while on duty except in places or at times designated for that purpose. No smoking is permitted in any service vehicle at any time.
- Carrying of pistols, firearms or concealed weapons.
- Resorting to abuse or physical violence to settle a dispute with a fellow driver, rider(s) or the general public while on duty.
- Spitting or urinating in inappropriate places or any other unsanitary, offensive or insensitive practices or behavior.
- Use of loud, threatening, indecent or profane language and/or making threatening or obscene gestures toward riders or others.

- Physically touching and/or assisting a client without first obtaining the client's permission to do so.
- Unprofessional conversation, behavior, jokes, or comments which can be construed as sexual harassment or offensive to others.
- Entering a rider's home.
- The use of a personal cell phone when passengers are in the vehicle, other than in communication with Provider or for other purposes expressly anticipated by this Agreement; PDAs issued by the Provider are acceptable.
- Playing any entertainment radio or other person audio equipment when passengers are in the vehicle.

Complaints against drivers' and or dispatchers' behavior will be received by the PVTa. Drivers or other service personnel or subcontractors or their personnel who accumulate five (5) valid complaints, placed by five (5) different customers, in any 12 month period may be removed from the program.

CONTRACTOR shall ensure that a criminal background check is performed on all service personnel prior to their hire for any position involving contact with PVTa customers. No individual performing under this contract or a subcontract hereof may have ever been convicted of a felony (any degree) including but not limited to sex offenses, armed robbery, robbery, forgery, fraud, conspiracy to commit a felony, assault, illegal firearms possession, arson, murder, etc.; have been convicted of any misdemeanor involving violent behavior toward any person or sexual misconduct, or convicted of driving while intoxicated or driving under the influence of alcohol or drugs in the past five years.

Service providers shall provide the CONTRACTOR with a list of all drivers performing transportation services prior to permitting a driver to operate in service. An updated list will be provided monthly and/or as requested. All newly hired drivers providing services will have no more than three (3) moving violation points on their State drivers and/or chauffeurs license within the last three (3) years. Providers shall obtain and maintain on file a copy of the California Motor Vehicle Report for each driver to be used and, if required by state or local law, rule or ordinance, a copy of any applicable Certificate of Transportation, and/or Certificate of Public Convenience and Necessity for each vehicle to be used to provide transportation service. Any driver found not in conformity with these requirements must be removed from providing service.

Evidence of compliance with all driver standards, including but not limited to training, background investigation, and licensing requirements shall be provided to the CONTRACTOR prior to the driver being placed into service under the program.

Service providers shall require all drivers to undergo and pass a background investigation as a condition of being placed into service under the program based on the PVTa approval criteria. Results of these investigations and driver application shall become a part of the driver's official file and available for CONTRACTOR or PVTa review upon request, except to the extent already

maintained by PVTa. No driver shall have a history of DUI, DWI, reckless driving, leaving the scene of an accident or any other conviction for serious driving offenses. Service providers shall, prior to a driver being placed into service under the program, ensure that a DOJ fingerprint background check has been obtained. Motor Vehicle Reports shall be reviewed bi-annually for all program drivers to ensure that all of the requirements for newly hired drivers are applicable to all drivers at the time of each bi-annual review. Any driver determined to not be in compliance with the requirements stated in this paragraph shall immediately be removed from service.

3.6.8 Dedicated Vehicle Service Drivers

All drivers shall be certified as having completed CONTRACTOR's formal training course for new vehicle operators as approved by PVTa, and be licensed with a valid California Class B operator's license with appropriate certifications and medical card. Drivers shall meet all applicable requirements as established by the California Highway Patrol (CHP). CONTRACTOR shall comply with requirements of the California DMV's Pull Notice Program and with the Federal Transit Administration's Drug and Alcohol testing regulations. Drivers for general public services shall have GPPV certification for general public paratransit vehicles. CONTRACTOR must maintain a minimum of ten (10) GPPV-certified drivers at all times.

Drivers shall be trained in the special skills required to provide transportation to elderly and disabled individuals. Drivers shall assist passengers confined to wheelchairs in boarding and shall assist with tiedowns. Get About is a door-to-door service. All drivers shall be fully familiar with its policies. Drivers shall assist passengers who have difficulty negotiating the steps of the vehicle. Get About drivers will assist all passengers in boarding. Drivers shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment that they may be expected to use in PVTa services.

Regularly assigned drivers and trained back-up drivers shall be available and on time daily to ensure consistent and reliable service. Drivers shall be in uniform provided by the CONTRACTOR acceptable to PVTa. Uniform shall include both shirt/blouse and slacks. Drivers shall wear name tags clearly displaying their names while performing their duties. Uniforms shall clearly display the logo of PVTa. Uniforms shall be subject to the review and approval of PVTa. Each driver shall have an accurate time piece available and in clear sight at all times during vehicle operation.

3.7 Ride Reservation, Vehicle Scheduling and Dispatch System

The CONTRACTOR shall utilize a systematic method to schedule and transport passengers using dial-a-ride buses that have been proven to be effective in a similar system elsewhere. The method should be capable of accommodating both advance reservations and requests for immediate service and of integrating all demand for service into efficient vehicle tours that maximize productivity. CONTRACTOR scheduling and dispatch systems shall be integrated in such a way as to allow seamless communication between the CONTRACTOR and any

subcontractors providing PVRTA service. The CONTRACTOR shall be responsible to monitor rider conduct, including number of no-shows by rider and make recommendation to PVRTA regarding possible corrective actions. The CONTRACTOR shall provide all required hardware and software for the operation of the scheduling and dispatch system. A detailed description of the desired attributes of the Scheduling and Dispatching System is shown in **ATTACHMENT 5, Scheduling and Dispatch Software System Desired Attributes**.

3.8 Telephone Reservation and Information System

Except for the phone equipment available from PVRTA described in **Section 2.3.4**, the CONTRACTOR shall provide telephone equipment and all telephone information and dispatch personnel necessary to effectively respond to incoming calls at a quality and level consistent with Get About patron demand, and in strict accordance with the operating days and hours set forth herein. CONTRACTOR shall make special efforts to respond to telephone service and information requests from patrons who have hearing disabilities or whose primary language is other than English. CONTRACTOR will provide the capability to receive and accommodate telephone calls from callers with limited English proficiency (predominately Spanish speaking) during all hours when service reservations may be made. CONTRACTOR shall provide a local reservation number with sufficient phone lines to the reservation function. CONTRACTOR shall bear all applicable tolls and charges associated with maintaining and operating the reservation phone lines and equipment. Upon termination of the contract PVRTA reserves all rights to the use of these reservation phone lines and numbers.

The CONTRACTOR shall provide adequate office phone lines to facilitate communication between CONTRACTOR's Project Manager and PVRTA.

3.9 Fare Policy and Handling

Fares shall be determined by the PVRTA. Fare changes shall be made at the option of PVRTA. Drivers will be required to honor special passes, collect, cancel and/or validate passes and tickets and or fare cards. CONTRACTOR shall assure that each patron pays the appropriate fare prior to being provided transportation service. The CONTRACTOR's drivers will, when requested by the PVRTA, hand out notices to passengers or otherwise render assistance to PVRTA customer relations, promotion, monitoring and supervisorial functions.

All fares collected in the performance of PVRTA services shall be the property of the Pomona Valley Transportation Authority. All fares including tickets and coupons shall be collected by the operator and recorded daily, reported to the Pomona Valley Transportation Authority monthly. The amount of the collected fares must correspond to the reported number of passengers carried.

The Project Manager shall retain all tickets and coupons and as back-up documentation for the reported amount of fares collected. Said documentation shall be turned over to PVRTA monthly. The total amount of the cash fares collected for all is to be retained by the CONTRACTOR and

deducted from CONTRACTOR's monthly service charge. PVTA reserves the right to conduct fare reconciliation audits.

3.10 Safety Program

CONTRACTOR shall assume full responsibility for assuring that the safety of passengers, operations personnel, and vehicles and equipment are maintained at the highest possible level throughout the term of this AGREEMENT. CONTRACTOR shall comply with all applicable FTA, CHP and OSHA requirements.

CONTRACTOR shall develop, implement, and maintain full compliance with California Law (SB 198) requiring a formal illness and injury prevention program including periodic safety meetings, participation in safety organizations, safety incentives offered by CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of CONTRACTOR's insurance carrier or other organization. CONTRACTOR shall provide a copy of said Illness and Injury Prevention Plan, including evidence of compliance with SB-198, and subsequent program updates to PVTA.

CONTRACTOR shall participate in the State of California Department of Motor Vehicles "Employer Pull Notice Program" for appropriate monitoring of employer driver license activity.

CONTRACTOR will require all drivers, control room personnel, vehicle maintenance mechanics, and supervisors to participate in the safety program.

3.11 Road Supervision

CONTRACTOR shall provide road supervision as necessary to monitor drivers and vehicles, assist drivers in revenue service, and respond to accidents/incidents.

3.12 Accident, Incident, and Complaint Procedures

Prior to initiating services under this agreement, CONTRACTOR shall develop, implement and maintain formal procedures, subject to PVTA review and approval, for response to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to: vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, lift failures on vehicles in service, and vehicles operating more than thirty (30) minutes behind promised schedule. All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the Los Angeles County Sheriff or Highway Patrol or other local law enforcement as appropriate. CONTRACTOR will advise such agency of the accident and request a police unit to investigate the accident.

The PVTA Administrator shall be notified in person or by telephone within thirty (30) minutes of the occurrence of any accident or incident involving a PVTA or City of Claremont vehicle or service that requires emergency services and/or the transport for medical treatment of a

passenger, a member of the public or an employee of the CONTRACTOR. A written follow-up report shall be provided to PVRTA within one (1) business day of such accident or incident. In the event of an accident or incident that results in property damage or loss only, CONTRACTOR shall notify PVRTA in writing within 1 business day of the event and provide a written report within three (3) business days.

3.13 Emergency; Natural Disasters

In the event of an emergency or natural disaster, CONTRACTOR shall make available, to the maximum extent possible, transportation and communications services and facilities to assist PVRTA in responding to such incidents. To the extent that PVRTA requires CONTRACTOR to provide such emergency services and facilities, CONTRACTOR shall be relieved of the obligation to fulfill the duties and responsibilities to operate services hereinabove described. Further, CONTRACTOR shall be entitled to be paid reasonable compensation for providing such emergency services and facilities over and above the usual compensation, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by CONTRACTOR and the PVRTA following the conclusion of the emergency or disaster, or at such other time as they may mutually agree.

3.14 Operations and Maintenance Facility

CONTRACTOR shall be responsible for securing, establishing and maintaining a facility for the operation, maintenance and administration of PVRTA transportation services. With the approval of PVRTA, such facility may be shared with operation of similar services for another client agency. CONTRACTOR's telephone reservation and dispatch operations for PVRTA may be located at a separate location subject to PVRTA's approval.

At a minimum, the operations and maintenance facility shall have the following:

- A location that is located within the PVRTA service area or within 5 miles of the PVRTA service area and which has been agreed to in writing by PVRTA.
- An enclosed workspace sufficient to allow maintenance personnel to service at least two (2) Type III transit vehicles simultaneously and be protected from the weather.
- A paved shop floor capable of withstanding the weight of a Type III transit vehicle.
- Adequate area to clean the vehicles in accordance with the AGREEMENT and applicable Federal Clean Water requirements.
- Adequate secured storage area for tools, equipment and parts.
- A security-fenced, paved and lighted area for overnight vehicle parking with adequate space for all vehicles.
- Adequate appropriately equipped, space for administrative personnel, staff, driver lounge or ready room, and training/safety meetings.

- A furnished operations office to house reservation, scheduling and dispatch personnel room, including computer equipment, scheduling/dispatch equipment, adequate desks, tables, chairs, and other equipment as may be appropriate.
- An adequate drivers' room
- All tools and equipment necessary to perform periodic repairs and the preventive maintenance activities for gasoline powered vehicles.
- All tools and equipment necessary to perform periodic service and adjustments and make mechanical repairs.
- Facilities and equipment necessary to clean the vehicles and equipment in accordance with the specifications.

4.0 CONTRACTOR's Maintenance Responsibilities

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with the maintenance of vehicles and equipment. The omission of a duty or responsibility herein below shall not relieve the CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a public transportation system of a kind and character such as PVRTA transportation services.

CONTRACTOR's duty and responsibility to maintain all vehicles and equipment shall not be delegated to any other person, firm or corporation without explicit written PVRTA approval.

4.1 Maintenance - General

CONTRACTOR shall be responsible for the maintenance of all vehicles, communication systems, and all other equipment, furnishings, and accessories required in connection with its operation of PVRTA transportation services in a clean, safe, sound, and operable condition at all times, and fully in accordance with any manufacturer-recommended maintenance procedures and specifications, as well as with the applicable requirements of any federal or state statute or regulation. In this regard, CONTRACTOR shall provide all labor, repairs, parts, supplies, maintenance tools and equipment, lubricants, solvents, service facilities and such other components, and service which may be required to fulfill its maintenance responsibilities, at CONTRACTOR's sole cost and expense.

4.2 Maintenance Management and Personnel

4.2.1 Maintenance Management

CONTRACTOR shall designate and provide the services of a qualified Maintenance Manager, subject to the approval of PVRTA. This individual may be the lead mechanic and shall be assigned to PVRTA maintenance operations on an acceptable fleet to mechanic ratio.

The Maintenance Manager shall provide proactive resource management including but not limited to: preventive maintenance scheduling and supervision, repair supervision, technical training, and such other activities as may be necessary to ensure the performance of CONTRACTOR's maintenance duties and responsibilities.

The Maintenance Manager shall have a minimum of three years experience managing and supervising the maintenance functions of a shop similar in size and complexity to the services herein described. The Maintenance Manager shall have a minimum of five years journeyman level experience with gasoline engines, air conditioning systems, wheelchair lifts, and farebox systems. This experience shall include work on vehicles similar to those used in the PVTA services.

Should the services of the Maintenance Manager become unavailable to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to PVTA for approval as soon as possible, but in no event later than five (5) working days prior to the departure of then incumbent Maintenance Manager, unless CONTRACTOR is not provided with such notice by the departing employee. PVTA shall respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement Maintenance Manager.

4.2.2 Maintenance Personnel

In addition to the Maintenance Manager CONTRACTOR shall hire and employ other maintenance and service personnel as necessary to properly maintain and service the vehicles in PVTA service.

Maintenance personnel assigned to work on PVTA and City of Claremont vehicles and equipment shall have the necessary skills to:

- Conduct preventive maintenance inspections and complete associated paperwork;
- Inspect vehicle engines, transmissions, and other mechanical, electric, and electric parts and components;
- Diagnose vehicle engine, transmission, electrical and electric component system problems; and
- Repair vehicle engines, transmissions, and other mechanical, electric, and electronic parts and components

4.3 Preventive Maintenance

Vehicle preventive maintenance for all vehicles in PVTA service must be performed in accordance with vehicle manufacturer's recommended Preventive Maintenance Inspection (PMI) requirements. Service providers shall develop a preventive maintenance plan and maintain records which detail the work performed for each vehicle inspection. These records must be available for review by PVTA. Such records shall be available during vehicle

inspections, post accidents, or as needed. The objectives of the maintenance program are to reduce unscheduled maintenance time and road failures through comprehensive, scheduled, preventive maintenance, which encompasses inspections, repairs, oil and filter changes and engine and transmission performance analysis.

Vehicle repairs and servicing shall be performed by technicians in certified maintenance facilities that utilize the latest technologies, tools and electronic diagnostic equipment. Supplemental and Demand Response service provider is responsible to ensure adequate technical training and appropriate technician certifications are available for review and approval. CONTRACTOR shall document and submit a proactive preventive maintenance program for review and approval by PVTa prior to the effective date of this AGREEMENT.

4.3.1 Preventive Maintenance Requirements for PVTa and City of Claremont Vehicles

As a minimum, CONTRACTOR's preventive maintenance program shall adhere to the preventive maintenance schedules and standards of the industry, and shall be sufficient so as not to invalidate or lessen warranty coverage of any PVTa or City of Claremont vehicle or associated equipment. Adherence to preventive maintenance schedules shall not be regarded as reasonable cause to defer maintenance in specific instances where CONTRACTOR's employees observe that maintenance attention is needed. Preventive maintenance inspections and servicing for all PVTa and City of Claremont vehicles shall occur not less than every 3,000 miles or forty-five days whichever is less for vehicles in revenue service. Preventive maintenance shall comply with California Highway Patrol for General Public Paratransit Vehicles. CONTRACTOR shall be responsible to secure CHP General Public Paratransit Vehicle Certification for all vehicles used in general public service. CONTRACTOR shall pay all fees required to secure such certification.

CONTRACTOR shall not defer maintenance for reasons of shortage of maintenance staff or operable vehicles, nor shall service be curtailed for the purpose of performing maintenance without prior written consent of PVTa. Preventive maintenance and running repairs shall receive first priority in the use of CONTRACTOR's maintenance resources. CONTRACTOR shall adjust the work schedules of its employees as necessary to meet all scheduled services and complete preventive maintenance activities according to the schedule approved by PVTa.

4.4 General Maintenance Policies

- All wheelchair lift-related equipment shall be inspected, serviced and lubricated at intervals necessary to ensure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service.
- Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system.
- All components of the vehicle bodies, appurtenances, and frames shall be maintained in a safe, sound and undamaged condition at all times. Damage

(including body, glass, and all appurtenances) shall be repaired in a professional manner within three weeks (21 calendar days) of occurrences.

- All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and fully functional, as designed, condition at all times.
- The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle.
- Heating, ventilation and air conditioning (HVAC) systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times on all in-service hours. CONTRACTOR shall maintain the A/C systems in an operable condition throughout the entire year.
- All parts, materials, tires, lubricants, fluids, oils and procedures used by CONTRACTOR on all PVTA and City of Claremont vehicles and equipment shall meet or exceed OEM Specifications and requirements.

4.5 Daily Vehicle Servicing and Safety Checks

Service providers shall perform daily vehicle servicing of all vehicles and equipment used in PVTA revenue service. For purposes of this AGREEMENT, daily servicing shall include, but not be limited to:

- Fueling
- Engine oil level;
- Transmission fluid level;
- Radiator/Reservoir coolant level;
- Power steering fluid level;
- Windshield wipers/Washers;
- Tire wear and tire inflation levels;
- Directional signals and flashers;
- Headlights;
- Brakes and lights;
- Parking brake;
- Mirrors for damage and properly set;
- Horn operation;
- Heater/Air conditioner;
- Gauges; temperature, fuel, charging, oil pressure;
- Speedometer/Trip meter;
- Ignition key/Fob;
- Check for leaks under the vehicle;
- Check inside engine compartment for leaks or loose items;
- Seatbelts;
- Windows open and close as per manufacturer specifications;
- Windshield free from cracks;
- Lifts/Ramps (as applicable);
- Fire extinguisher on board, fully charged, certified and easily accessible;

- Wheels, tires and lug nuts:
- Interior sweeping and dusting
- Exterior and interior visual inspection

CONTRACTOR shall develop, implement, and maintain a written checklist of items including in the daily servicing of each vehicle. The checklist shall be utilized and kept on file for PVTA review. This checklist requirement may incorporate or supplement CHP-required driver's pre-trip safety inspections.

4.6 Maintenance Evaluations and Random Vehicle Safety Inspections

All vehicles within the program and vehicles added later are subject to random safety inspections for mechanical and regulatory compliance. Random vehicle safety inspections will include the daily checklist; particularly with regards to the inspection of all safety equipment. Failure to maintain vehicles in accordance with Federal Motor Vehicle Safety Standards (FMVSS) and client requirements will not be allowed to provide service until vehicle is in compliance and verified by the CONTRACTOR.

CONTRACTOR shall allow PVTA to access to CONTRACTOR's facilities and records to monitor CONTRACTOR's maintenance performance, as PVTA deems necessary. PVTA may perform regular, unannounced maintenance inspections of vehicles and equipment maintained by CONTRACTOR that are used in this project using both PVTA personnel and independent consultants to assist in determining CONTRACTOR's maintenance performance. PVTA shall be permitted to view and copy any vehicle maintenance records, inspect vehicles and equipment, and request CONTRACTOR personnel to drive vehicles as is necessary to evaluate the condition of vehicles and equipment used in the performance of this AGREEMENT.

PVTA maintains the right to inspect, examine and test, at any reasonable time, any vehicles used in performance of this AGREEMENT and any equipment used in the performance of maintenance work in order to ensure compliance with this AGREEMENT. Such inspection shall not relieve the CONTRACTOR of the obligation to continually monitor the condition of all vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery.

CONTRACTOR shall transport any or all vehicles and equipment to any required inspection facilities when requested. In the event that the CONTRACTOR is instructed by PVTA or any other regulatory agency to remove any equipment from service due to mechanical reasons, CONTRACTOR shall make any and all specified corrections and repairs to the equipment and resubmit the equipment for inspection and testing before it is again placed in service.

4.7 Vehicle Cleanliness, Aesthetics Requirements

To facilitate customer service, it is imperative all vehicles in PVTa service remain clean and free from body damage (other than minor scratches). If vehicles are inspected by CONTRACTOR and/or PVTa or PVTa designate and found not in compliance with vehicle cleanliness/aesthetic requirements, written notice will be served. Vehicles not brought up to standard within 7-days may be subject to removal from service.

The exterior of each vehicle shall be cleaned at least once a week unless inclement weather dictates additional cleaning. Vehicle interiors shall be cleaned on a daily basis. The daily cleaning will consist of, at minimum:

1. Carpets, floors and upholstery dry and free of dirt, debris, stains, rips, or holes;
2. Dashboard clean and free of cracks;
3. Seatbelts clean and fully operational;
4. Interior free of any unpleasant or overpowering odors;
5. Clean inside of all windows, removing all dust and fingerprints;
6. Doors and armrest clean;
7. Crevices clean and free of debris;
8. Operator identification properly displayed and easily viewed;
9. Client placard visibly displayed; and
10. Removal/repair of graffiti damage;

All foreign matter such as gum, grease and dirt shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery and graffiti shall be repaired/removed immediately upon discovery. Ceilings and walls shall be thoroughly cleaned at least once per month, or more often as necessary.

4.7.1 Cleaning of PVTa and City of Claremont Vehicles

Exteriors of all PVTa and City of Claremont vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week. Exterior washing shall include vehicle body, all windows and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance.

Vehicle shall be kept free of vermin and insects at all times. CONTRACTOR shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

CONTRACTOR shall not utilize cleaning methods (e.g. power washers) that can damage or cause unreasonable wear to vehicle graphics and/or paint. CONTRACTOR shall be responsible to repair all damages to vehicle graphics and paint.

4.8 Fuel

CONTRACTOR shall purchase fuel required for the operation of all PVTA and City of Claremont vehicles utilizing a system that accurately records purchase of all fuel by CONTRACTOR for billing purposes and that will allow PVTA to reconcile all fuel transactions by date and vehicle number.

CONTRACTOR shall maintain accurate records of all fuel utilized for fueling PVTA and City of Claremont vehicles. On a monthly basis, CONTRACTOR shall provide a monthly report to PVTA detailing gallons dispensed and miles per gallon for each vehicle in PVTA service.

Vehicle fueling is the responsibility of all service providers and shall be performed prior to entering revenue service. Fueling with passengers onboard is strictly prohibited.

4.9 Road Calls and Towing

CONTRACTOR shall have a system in place to respond rapidly to any in service road calls including arrangements for the prompt and safe towing of any PVTA vehicles when required. In the event that towing of any PVTA vehicle is required due to mechanical failure or damage, CONTRACTOR shall be responsible to provide such towing at CONTRACTOR's sole expense. CONTRACTOR shall establish and maintain an ongoing spare parts inventory sufficient to minimize vehicle down-time and ensure that peak vehicle requirements are met

4.10 California Highway Patrol Inspection

The CONTRACTOR must make all vehicles subject to inspection by the California Highway Patrol (CHP) available as necessary. The CONTRACTOR must also follow CHP maintenance record guidelines and make all records available for inspection. The CONTRACTOR must notify PVTA within 24 hours of an inspection failure and provide copies of the CHP inspection reports.

4.11 Receipt and Return of Vehicles

CONTRACTOR shall acknowledge receipt of the vehicles and equipment listed in Attachment 4, as well as any vehicles subsequently added to the fleet and that said items have been received in good condition and working order.

Upon termination of AGREEMENT, CONTRACTOR shall return all PVTA and City of Claremont owned equipment, with no deferred maintenance or damage, less reasonable wear and tear. CONTRACTOR shall, at its sole expense, repair or replace any PVTA and City of Claremont owned equipment that may be damaged or lost by reason of collision, negligence, abuse, vandalism, or other like cause. However, in no event shall CONTRACTOR's liability exceed actual cash value of vehicle(s) and equipment so damaged.

In the event the initial contract term or any extension thereafter is terminated, CONTRACTOR shall abide by these conditions:

- All PVTA and City of Claremont vehicles and related records shall be surrendered and delivered to the PVTA immediately; and
- The PVTA and City of Claremont vehicles must be in appropriate mechanical condition. CONTRACTOR is responsible for returning vehicles in an acceptable appearance and mechanical condition except for normal wear and tear.

If CONTRACTOR fails to abide by the conditions, any payments due will be held and, if necessary, amounts may be deducted to cover the cost of providing vehicles or making necessary repairs.

At the end of the contract period, CONTRACTOR shall warrant the vehicles to have been properly serviced, maintained and in good repair, normal wear and tear excepted. PVTA may have an inspection of the vehicles performed by an independent inspector. CONTRACTOR shall be notified of any deficiencies noted and repairs required based on the inspection. CONTRACTOR shall be given a reasonable period to make said repairs. CONTRACTOR shall bear the cost of any identified repairs that have not been completed prior to the end of the contract period.

4.12 Emissions Control Programs

CONTRACTOR shall perform and certify such tests of equipment required to meet City, other local, State, and Federal requirements related to exhaust smoke and engine emissions.

CONTRACTOR shall be responsible to maintain any applicable California Air Resources Board (CARB) Voluntary Compliance Program objectives subject to PVTA operations.

CONTRACTOR shall be responsible for administration of a Smog Check program for PVTA and City of Claremont vehicles. CONTRACTOR shall be responsible for emissions testing, and shall further be responsible to conduct repairs as required to meet emissions standards.

4.13 Out-of-Service Designation

A vehicle shall be designated as unfit for revenue service if, upon inspection, any of the following conditions are found:

- Brakes out of adjustment
- Loose steering components
- Wheelchair lift and related equipment not functioning properly
- Air conditioner unable to maintain a temperature 20 degree F lower than ambient outside temperature

- Heating or defrosting inoperable
- "Missed" Preventive Maintenance Inspection
- Tires with tread depth of less than 2/32"
- Failure to clean each vehicle as outlined above
- Failure to repair vehicle body damage within twenty-one days of the date damage occurred
- Inoperable Emergency Exits/Doors/Windows
- Inoperable two-way radio/communication device
- Failure to achieve a satisfactory rating in any category of the annual California Highway Patrol Safety Compliance report (CHP 343)
- Removal from road-worthy status by CHP of any vehicle used under this AGREEMENT
- Any condition not in compliance with ADA
- Any condition not in compliance with applicable Federal or State Regulations

Vehicles shall continue to have the Out of Service Designation and shall not be operated in passenger service until it is brought into compliance, subject to approval by PVTA.

CONTRACTOR shall not be paid for hours operated in PVTA revenue service by vehicles that are in an Out of Service condition. PVTA may, at its sole discretion, correct any unresolved Out of Service condition, and withhold the costs related to such correction(s) from payment to the CONTRACTOR.

4.14 Maintenance Records and Reports

CONTRACTOR shall prepare, maintain, make available to PVTA, and reduce to written form, records and data relative to PVTA and City of Claremont vehicles and equipment maintenance. Maintenance records shall be maintained on all vehicles indicating all warranty work, preventive maintenance, and repairs performed on each vehicle. All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable state or federal requirements, as well as any needs of PVTA to enable it to accurately evaluate CONTRACTOR's maintenance performance and the operating expense associated with various vehicles and equipment.

Records of all maintenance and inspections shall be made available to PVTA, the CHP and/or such other regulatory agencies with jurisdiction upon request.

CONTRACTOR shall prepare maintenance records and reports in a form and according to a schedule approved by PVTA. Such records and reports shall include, but not be limited to, the following:

- Daily vehicle inspection and servicing checklist
- Work orders for all maintenance inspections, warranty repairs and other vehicle repairs including materials, parts and labor consumed.

- Road call reports, or work order, for each road call identifying date and time, vehicle number, problem and mileage of vehicle.
- Monthly vehicle summary to be included as part of the Monthly Management Report, listing, at a minimum, the operation status of each vehicle, vehicle mileage, vehicle mileage since last preventive maintenance inspection, vehicle fuel and lubricants consumption, vehicle road calls and maintenance or repair work done during that month.
- Annual fleet summary listing each vehicle; vehicle mileage; vehicle year-to-date total miles; vehicle year-to-date fuel consumption and miles per gallon; vehicle year-to-date maintenance costs and cost per mile; total road calls and miles per road call; CONTRACTOR's summary of maintenance problems, particularly components with high incidences of in-service failures, and steps taken or recommendations to reduce such problems and in-service failures.

CONTRACTOR shall submit to PVTA copies of the California Highway Patrol (CHP) Annual Safety Compliance Report (CHP 343) and Vehicle Inspection Reports (CHP 343a). CONTRACTOR shall attain satisfactory rating in each category of the Safety Compliance Report (maintenance records, driver records, regulated equipment and terminal). CONTRACTOR shall expeditiously correct any deficiencies noted on any CHP vehicle inspection report.

4.15 Vehicle Maintenance Record Keeping

CONTRACTOR shall maintain an up-to-date vehicle file for each vehicle containing, at a minimum, the following information:

- Make
- Model
- Serial number/fleet number
- License number
- Date received
- Date placed in service
- Life miles
- Major vehicle repairs
- Preventive Maintenance Inspection Reports
- Daily "Vehicle Condition" Reports
- Work Orders

The "Preventive Maintenance Inspection" Reports shall be kept for two years. Daily "Vehicle Condition" Reports shall be kept for the period required by the CHP.

Copies of the "Preventive Maintenance Inspection" Reports shall be made available to PVTA upon request. Including, all work accomplished with the manufacturer's instructions and warranty conditions, and daily "Vehicle Condition" Reports.

At the conclusion of this contract, all vehicle files for PVTA and City of Claremont vehicles become the property of PVTA and shall be transferred to PVTA in their entirety. CONTRACTOR shall be responsible for the completeness of these records which may be reviewed by the Authority before releasing final payment to CONTRACTOR.

4.16 Environmental Compliance

For the purposes of this Section:

"Applicable Environmental Laws" means any and all laws concerning the protection of human health and the environment which include, but will not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; as they have been or will be amended from time to time, and the regulations implementing such statutes; and any similar state, county, municipal or other local laws and ordinances concerning the protection of human health and the environment and the regulations implementing such statutes.

"Hazardous Substance(s)" means any substance, material, chemical or waste that is or will be listed or defined as hazardous, toxic or dangerous under any Applicable Environmental Law, or any petroleum products, or any substance, material, chemical or waste which is or may become, directly or indirectly, by chemical reaction or otherwise, hazardous, toxic or dangerous to life, health, property or the environment by reason of toxicity, flammability, explosiveness, corrosivity or any other reasons.

In performing its maintenance obligations under this AGREEMENT, CONTRACTOR shall be responsible for the proper storage, handling, use, transportation and disposal of all Hazardous Substances in accordance with Applicable Environmental Laws, including without limitation, all lubricants, solvents, motor oil and other petroleum products. CONTRACTOR shall only dispose of such materials at facilities which are permitted or licensed in accordance with Applicable Environmental Laws. Furthermore, in the event that CONTRACTOR engages the services of a disposal company for the transportation and disposal of any Hazardous Substances, CONTRACTOR shall ensure that such company is properly licensed and that it transports and disposes of Hazardous Substances in accordance with the terms of this Contract. CONTRACTOR shall maintain procedures for its employees and any subcontractors who handle Hazardous Substances and shall retain records regarding compliance with the responsibilities contained herein.

5.0 Legal and Regulatory Requirements

In performance of the services described in this RFP the CONTRACTOR shall be responsible to comply with all applicable Federal, State and local requirements. Further, the CONTRACTOR

shall comply with the provisions of Exhibit B to this RFP, Draft Agreement, Management, Operations and Maintenance Services for Pomona Valley Transportation Authority Transportation Services.

5.1 Compliance with Federal Transit Administration Requirements

Some of the vehicles provided to the CONTRACTOR for the performance of the services described in this RFP were purchased with financial assistance from the Federal Transit Administration (FTA). Financial assistance for a portion of the services described in this RFP are provided using FTA 5317 and 5310 funds from the FTA. The AGREEMENT between PVTA and the CONTRACTOR will be subject to any financial assistance contracts between the City of Claremont and the U.S. Department of Transportation as well as the agreements between PVTA and the Los Angeles County Metropolitan Transportation Authority.

5.2 Americans with Disabilities Act

All service provided by the CONTRACTOR on behalf of the PVTA shall comply with the applicable requirements of the Americans with Disabilities Act.

5.3 Department of Motor Vehicles Pull Notice Program

The CONTRACTOR shall participate in California Department of Motor Vehicles Pull Notice Program.

5.4 Drug & Alcohol Testing

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the PVTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Parts 653 and 654 before March 1 and to submit the Management Information System (MIS) reports before March 1 to the PVTA Administrator. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements", which is published annually in the Federal Register.

6.0 Records and Reporting

6.1 General Provisions

CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for PVTA under this RFP on file for at least three (3) years following the date of final payment to the CONTRACTOR by PVTA. Any duly authorized representative(s) of PVTA shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during CONTRACTOR's usual and customary business hours. CONTRACTOR shall provide proper facilities to PVTA representative(s) and PVTA shall be permitted to observe and inspect any or all of CONTRACTOR facilities and activities during CONTRACTOR's usual and customary business hours for the purposes of evaluation and judging the nature and extent of CONTRACTOR's compliance with the provisions of this RFP. In such instances, PVTA's representative(s) shall not interfere with or disrupt such activities.

All project records prepared by the CONTRACTOR shall be owned by the PVTA and shall be made available to the PVTA at no additional charge. Summary reports shall be provided monthly to the Administrator of the PVTA. Said monthly reports shall be received no later than the 15th calendar day of the following month. The format to be used for operating reports and monthly summaries shall be developed by the CONTRACTOR and approved by the Administrator of the PVTA. The CONTRACTOR shall certify as accurate all information given to PVTA.

6.2 Operational Data

CONTRACTOR shall collect, record and report to PVTA all operational data required by the PVTA in a format approved by PVTA. PVTA makes use of the TransTrack data management system, The CONTRACTOR shall be responsible to load required operational data into the TransTrack system. Operational data to be reported for PVTA services shall include at a minimum the following information:

- Actual count of passengers by fare category, passenger category
- Actual count of passengers by city of residence and district (Pomona)
- Passenger counts for 25 most popular destinations for each PVTA service, counts for popular destinations by city of residence
- Total vehicle miles as defined by NTD
- Vehicle revenue miles per NTD
- Total vehicle hours per NTD
- Vehicle revenue hours per NTD
- Fares collected
- No shows and cancellations by passengers
- Accidents by FTA category
- Fuel consumption per FTA requirements
- Fueling time and mileage per FTA requirements
- Road calls
- On-time and wait time and ride time data

Monthly reports shall include all monthly maintenance section of this RFP's requirements including washing and cleaning reports. The CONTRACTOR shall provide the PVRTA with an up-to-date driver roster each month. The CONTRACTOR shall also include a report summarizing turnover in personnel and describing recruitment and training efforts.

6.3 National Transit Database

It shall be the responsibility of the CONTRACTOR to collect data required by the National Transit Database (NTD), and other pertinent ridership information. PVRTA and the City of Claremont are required by their funding sources to submit accurate National Transit Database data. The CONTRACTOR is responsible to become familiar with said reporting requirements and to supply accurate financial and operating data which complies with above described requirements.

All source documents shall be maintained for three years following final payment and may be audited by Los Angeles County Metropolitan Transportation Authority (LACMTA) and/or FTA at any time within this period.

6.4 Daily Records

1. Vehicle records shall be maintained and shall include but not be limited to the following information:
 - Driver name and vehicle number
 - Total daily passenger counts, by fare type, by city and by passenger category
 - Passenger name, pick-up and drop-off times and locations for demand-responsive service
 - Mileage recorded for each passenger pick-up and drop-off as well as daily mileage by vehicle, including mileage leaving and at return to base.
 - All vehicle trip records shall be submitted to PVRTA monthly no later than 30 days after end of the month. Said records are to be submitted in the form specified by PVRTA. Appropriate summary documents shall be included.
2. Dispatch records shall be maintained daily and shall include but not be limited to the following information:
 - The name, address, and telephone number of the user requesting service
 - The passenger's destination and the requested arrival time at the destination
 - Identification number of the vehicle responding to the trip request
 - Estimated passenger pick-up time
 - A daily report summarized monthly of each driver and vehicle shift including total hours, revenue hour or billing hours, first pick-up and last drop off for each shift and indicating times of lunches, breaks, roadcalls & any other service interruptions.

6.5 Monthly Summaries

The CONTRACTOR shall prepare and submit to the PVTA Administrator a monthly summary report within fifteen (15) calendar days after the end of the operating month in order to receive reimbursement for the prior month's service. Monthly summary reports shall include, but not be limited to:

- Monthly totals of the operating data, documenting any discrepancies in the reported number of passengers carried and the amount of fares and collected by the operator.
- Daily operator and dispatcher records as relevant back-up information to the monthly summary report.

CONTRACTOR shall also document operational problems, or passenger complaints and describe any action taken regarding these problems. Passenger complaints related to safety or serious operational deficiencies shall be reported to PVTA no later than the next working day following CONTRACTOR's receipt of complaint.

6.6 Accounting

- All costs incurred by the CONTRACTOR in connection with this project and any relevant financial records and documents shall be recorded in accounts separate from those used for other business activities or transit projects and in conformance with the guidelines of the LACMTA.
- CONTRACTOR shall submit a monthly invoice to PVTA Administrator for the services rendered during the reporting period. The invoice shall follow a format provided by the CONTRACTOR and approved by the Administrator.
- The invoices shall be prepared in such a form and supported by such copies of invoices, payrolls, and other documents as may be required by the PVTA Administrator to establish that the amounts are allowable.
- All invoices and related records including CONTRACTOR cost records will be available for inspection and/or independent audit at the election of the PVTA. CONTRACTOR shall not place unreasonable limitations on the PVTA's access to said project cost documentation.

6.7 Daily Operating Summary

Not later than 5:00 p.m. of the following weekday, the CONTRACTOR shall provide summary of the previous day's activities to the PVTA Administrator. Said summary shall include at least following information:

- A summary of ridership, revenue and productivity for each service operated by the CONTRACTOR on behalf of PVTA;
- An attendance summary for drivers, dispatchers and staff of the dedicated vehicle service;
- Down vehicle listing of PVTA and City of Claremont vehicles indicating the reason for the vehicle's out-of-service condition and actions taken to remedy condition;
- Notation of any incidents, accidents complaints or other information of interest to the PVTA; and

6.8 Reporting Requirements for FTA 5310 vehicles

Vehicles provided to PVTA via FTA 5310 are subject to specific reporting requirements regarding their service operations the CONTRACTOR shall provide the information for each FTA 5310 vehicle monthly:

- Total number of days operated in the month
- Odometer readings monthly
- Service hours for the month
- Service miles for the month
- Passenger trips by vehicle for the month

7.0 Service Transition

At the initiation of this contract and should management and operation of PVTA's transportation services be transferred in the future to another management firm or entity, a smooth, seamless transition that is as transparent to PVTA's riders as possible is required. The CONTRACTOR shall take all actions necessary to facilitate a smooth and professional transition, including, at a minimum:

1. CONTRACTOR shall provide PVTA a detailed service transition plan & budget. Said plan shall identify key milestones, such as, acquisition of facility and equipment, interviewing and training of personnel, etc.
2. The CONTRACTOR's Project Manager shall be on-site no later than May 15 2020.
3. Retention of current drivers and staff is significant concern for the PVTA. It is the PVTA's desire that as many of the qualified existing personnel be retained as possible and that these personnel not experience a diminishment in wages, benefits or working conditions. The CONTRACTOR's transition plan

must address their approach to retention and training current personnel. Said transition plan will be major factor in the proposal evaluation.

4. All start-up and transition costs shall be identified and amortized into proposer's monthly rate.
5. Adherence to milestone proposed and the commitment of resources presented in the approved transition plan shall be a measure of contract compliance. Failure to adhere to plan requirements may be considered a material breach by the PVTa.
6. Should CONTRACTOR be required to transition this contract to another management firm or entity in the future, CONTRACTOR shall cooperate and facilitate such transition in an open, honest and professional manner.

PVTA-RFP Transportation Services

EXHIBIT B DRAFT AGREEMENT

October 21, 2019

AGREEMENT FOR

POMONA VALLEY TRANSPORTATION AUTHORITY

MANAGEMENT, OPERATIONS AND MAINTENANCE SERVICES

This AGREEMENT for transportation management, operations and maintenance services is made and entered into this_____ day of_____2020, by and between the Pomona Valley Transportation Authority, hereinafter referred to as "PVTA" and _____ hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the PVTA has determined that it requires management, operations and maintenance services for its transportation projects; and

WHEREAS, CONTRACTOR has represented that it has the necessary expertise and personnel and is qualified to perform such services;

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. COMPLETE AGREEMENT

This AGREEMENT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between the PVTA and the CONTRACTOR and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. PVTA's failure to insist in one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of PVTA's right to such performance by CONTRACTOR.

2. PVTA DESIGNEE

The PVTA ADMINISTRATOR or his/her DESIGNEE, shall have the authority to act for and exercise any of the rights of PVTA as set forth in the herein AGREEMENT, subsequent to the authorization by the Board of Directors of PVTA.

3. EMPLOYMENT OF THE CONTRACTOR

PVTA hereby engages the CONTRACTOR and the CONTRACTOR agrees to perform the services described in the SCOPE OF WORK for the management, operation and maintenance of the PVTA transportation projects.

4. INDEPENDENT CONTRACTOR

CONTRACTOR'S relationship to PVTA in performance of this agreement is that of an independent contractor. The personnel performing services under this AGREEMENT shall at all times be under CONTRACTOR'S exclusive direction and control and shall be employees of CONTRACTOR and not employees of PVTA. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this AGREEMENT and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters. CONTRACTOR shall notify its employees by written notice that any and all obligations in connection with their employment are those of the CONTRACTOR and not of the PVTA.

5. SCOPE OF WORK

The SCOPE OF WORK is set forth in Exhibit A entitled "PVTA TRANSPORTATION SERVICES; SCOPE OF WORK" dated October 21, 2019. PVTA may purchase additional services in accordance with Section 8.1.3 of this AGREEMENT. CONTRACTOR warrants that the proposal submitted by it and CONTRACTOR'S Best and Final Offer are in full compliance with the Request for Proposal issued by PVTA. CONTRACTOR further warrants that representations made by it herein are true and that it is bound by them.

6. INCORPORATION BY REFERENCE

Incorporated by reference into this AGREEMENT are Exhibit A entitled "PVTA REQUEST FOR PROPOSALS" dated October 23, 2019 inclusive of all Exhibits, Attachments and any and all Addenda issued during this procurement, and Exhibit B, CONTRACTOR'S PROPOSAL, and the representations and warranties made by the CONTRACTOR'S proposal including CONTRACTOR'S Best and Final offer dated _____. Whenever there is any conflict between the terms of this AGREEMENT (including the provisions of Exhibit A and Attachment 1) and Exhibit B, the provisions of this AGREEMENT shall govern. Whenever there is any conflict between the terms of this AGREEMENT as set forth in the main text and as set forth in Exhibit A attached to it, the provisions of the main text shall apply.

7.0 CHANGES IN SCOPE OF WORK

It is understood and agreed by PVTA and CONTRACTOR that it may be necessary, from time to time during the term of this AGREEMENT to modify its provisions or to revise the scope and/or extent of PVTA transportation programs.

7.1 Amendment

In each such instance, PVTA and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT.

7.2 Minor Change

Notwithstanding the above, PVTA without invalidating the AGREEMENT may from time to time order changes in the scope and/or extent of service area boundaries, schedules, operating hours, and so forth to respond to demand, special events and other occurrences without requiring an amendment pursuant to this SECTION, provided that such changes do not result in either an increase or decrease in the number of annual vehicle revenue hours in dedicated vehicle service of more than twenty percent (20%). Adjustments to service shall be a

prerogative of PVTA. No operational changes that affect service, scheduling, hours of operations, response times, or any other characteristics of the PVTA transportation services shall be made by the CONTRACTOR without the approval of PVTA. PVTA will notify the CONTRACTOR thirty (30) days in advance of service changes. Smaller service changes can be made in a shorter time by the mutual agreement of PVTA and the CONTRACTOR.

8.0 PAYMENT

PVTA agrees to pay CONTRACTOR for the performance of services set forth in this agreement as follows:

8.1 Price Formula

For transportation services rendered as set forth under Article 5, "SCOPE OF WORK" and detailed in Exhibit A, payment shall be based on the following firm, fixed price rates:

- 1. Fixed Monthly Rate Dedicated Vehicle Services:** A Fixed Monthly rate of:
 - a) \$_____ per month for the period July 1, 2020, through June 30, 2021.
 - b) \$_____ per month for the period July 1, 2021, through June 30, 2022.
 - c) \$_____ per month for the period July 1, 2022 through June 30, 2023.
 - d) \$_____ per month for the period July 1, 2023 through June 30, 2024.

The monthly rate shall compensate CONTRACTOR for all cost elements assigned to CONTRACTOR for work described in Article 5, SCOPE OF WORK and further detailed in the attached Exhibit A, PVTA TRANSPORTATION SERVICES, SCOPE OF WORK, except those specifically included under Section 8.1.2 - Fixed Hourly Rate – Dedicated Vehicle Services; Section 8.1.3 Fixed Hourly Rate, Additional Services Dedicated Vehicle Services; and Section 8.1.4 Supplemental and Demand Response Compensation Rate; Section 8.4 - Fuel Price Formula. Fixed Monthly Rate cost elements are detailed on Exhibit B, CONTRACTOR'S PROPOSAL.

2. Fixed Hourly Rate-Dedicated Vehicle Services: A Fixed Hourly Rate for Dedicated Vehicle Services of:

a) \$ _____ per Vehicle Revenue Hour for the period July 1, 2020, through June 30, 2021.

b) \$ _____ per Vehicle Revenue Hour for the period July 1, 2021, through June 30, 2022.

c) \$ _____ per Vehicle Revenue Hour for the period July 1, 2022, through June 30, 2023.

d) \$ _____ per Vehicle Revenue Hour for the period July 1, 2023, through June 30, 2024.

A Vehicle Revenue Hour for Dedicated Vehicle service shall be defined as the time from when a vehicle makes its first pick up through the time of the last drop off, excluding driver breaks and lunch breaks, fueling time, and downtime for road calls. Drive time to and from breaks and lunch breaks will also be excluded. CONTRACTOR The total number of Vehicle Revenue Hours for Get About service will amount to a maximum of 26,000 Vehicle Revenue Hours annually. Fixed Hourly Rate cost elements are detailed in Exhibit B CONTRACTOR'S PROPOSAL attached hereto and made a part hereof by reference.

In the case where a CONTRACTOR-operated vehicle leaves Get About service to provide Claremont or Pomona Group services or if a CONTRACTOR-operated vehicle providing Claremont or Pomona Group services returns directly to Get About service travel time to and/or from Get About service may be included in the billable Vehicle Revenue Hours. Travel time to and from the transportation yard, fueling, driver breaks and lunch breaks shall not be included in the billable Vehicle Revenue Hours. The total number of Vehicle Revenue Hours for Claremont and Pomona Group Services shall be limited to no more than 5,000 Vehicle Revenue Hours annually.

3. Fixed Hourly Rate, Additional Services, Dedicated Vehicle Services: Additional services shall be provided by the CONTRACTOR upon request by PVTA's Administrator. Such

services shall be considered extra services and PVTA shall pay the CONTRACTOR the Fixed Hourly Rate-Dedicated Vehicle Services. Additional services shall be limited to 5,000 Vehicle Revenue Hours annually.

4. Payment Rates-Supplemental and Demand Response Services PVTA will compensate the CONTRACTOR for services provided in accordance with the following schedule:

a. Rate for Get About Supplemental Service

- 1) \$_____per passenger trip for the period July 1, 2020 through June 30, 2021.
- 2) \$_____per passenger trip for the period July 1, 2021 through June 30, 2022.
- 3) \$_____per passenger trip for the period July 1, 2022 through June 30, 2023.
- 4) \$_____per passenger trip for the period July 1, 2023 through June 30, 2024.

b. Rate for Claremont Dial-a-Ride Demand Response Service

- 1) \$_____per passenger trip for the period July 1, 2020 through June 30, 2021.
- 2) \$_____per passenger trip for the period July 1, 2021 through June 30, 2022.
- 3) \$_____per passenger trip for the period July 1, 2022 through June 30, 2023.
- 4) \$_____per passenger trip for the period July 1, 2023 through June 30, 2024.

c. Rate for San Dimas Dial-A-Cab Service

- 1) \$_____per passenger trip for the period July 1, 2020 through June 30, 2021.
- 2) \$_____per passenger trip for the period July 1, 2021 through June 30, 2022.
- 3) \$_____per passenger trip for the period July 1, 2022 through June 30, 2023.
- 4) \$_____per passenger trip for the period July 1, 2023 through June 30, 2024.

d. Rate for Get About Ready Now

- 1) \$_____per passenger trip for the period July 1, 2020 through June 30, 2021.
- 2) \$_____per passenger trip for the period July 1, 2021 through June 30, 2022.
- 3) \$_____per passenger trip for the period July 1, 2022 through June 30, 2023.
- 4) \$_____per passenger trip for the period July 1, 2023 through June 30, 2024.

e. Rate for Get About One Step Over the Line

1) \$_____per flag drop and \$_____per vehicle revenue mile for the period July 1, 2020 through June 30, 2021.

2) \$_____per flag drop and \$_____per vehicle revenue mile for the period July 1, 2021 through June 30, 2022.

3) \$_____per flag drop and \$_____per vehicle revenue mile for the period July 1, 2022 through June 30, 2023.

4) \$_____per flag drop and \$_____per vehicle revenue mile for the period July 1, 2023 through June 30, 2024.

f. Rate for Dedicated Vehicle Driver for Supplemental and Demand Response Services

The hourly rate for a dedicated driver and vehicle operating in supplemental and demand response service authorized by PVTa. In addition to the hourly rate. PVTa may be billed at the per trip rate for rides provided by the dedicated driver and vehicle.

a) \$_____per Vehicle Revenue Hour for the period July 1, 2020, through June 30, 2021.

b) \$ _____ per Vehicle Revenue Hour for the period July 1, 2021, through June 30, 2022.

c) \$ _____ per Vehicle Revenue Hour for the period July 1, 2022, through June 30, 2023.

d) \$_____per Vehicle Revenue Hour for the period July 1, 2023, through June 30, 2024.

g. Wheelchair Incentive

Additional fee for transporting a PVTa rider in supplemental and demand response utilizing a wheelchair, scooter or equivalent mobility device.

\$3.00 per pass. trip

8.2 Fares

All fares collected for PVRTA transportation services shall be the property of PVRTA. Reports on the revenues collected and deposited shall be provided to PVRTA not less often than monthly.

8.3 Deductions Contract Payments

In the event that the CONTRACTOR fails to meet certain performance levels, PVRTA may deduct from sums due the CONTRACTOR as detailed below:

1. Get About Dedicated Vehicle Service Productivity: If the CONTRACTOR'S on-time performance in any month exceeds 90% for Get About Dedicated Vehicles service, CONTRACTOR'S Get About Dedicated Vehicle service billing shall be limited to the number of Vehicle Revenue Hours required to produce a productivity level of 3.6 passengers per Vehicle Revenue Hour. The total number of passengers in any month during this period shall be divided by a productivity of 3.6. CONTRACTOR'S monthly billing for Vehicle Revenue Hours for Get About shall be limited to the result of the above calculation.

If the CONTRACTOR'S on-time performance in any month exceeds 88% but is less than 90% for Get About Dedicated Vehicles service, CONTRACTOR'S Get About Dedicated Vehicle service billing shall be limited to the number of Vehicle Revenue Hours required to produce a productivity level of 3.8 passengers per vehicle revenue hour. The total number passengers in any month during this period shall be divided by a productivity of 3.8. CONTRACTOR'S monthly billing for Vehicle Revenue Hours for Get About shall be limited to the result of the above calculation.

If the CONTRACTOR'S on-time performance in any month is less than 88% for Get About Dedicated Vehicles service, CONTRACTOR'S Get About Dedicated Vehicle service billing shall be limited to the number of Vehicle Revenue Hours required to produce a productivity level of 4.0 passengers per Vehicle Revenue Hour. The total number of passengers in any month during this period shall be divided by a productivity of 4.0. CONTRACTOR'S monthly billing for Vehicle Revenue Hours for Get About shall be limited to the result of the above calculation.

2. **On-Time Performance Get About Dedicated Vehicles:** Should the CONTRACTOR's Get About Dedicated Vehicle service fail in any month to meet an on-time performance level of eighty-five percent (85%), PVTA may deduct the amount of \$2,500.00 from sums due CONTRACTOR. On-time performance is defined as the percentage of passengers picked up within five minutes before to 15 minutes after the reservation time given to the passenger when the ride reservation is made, PVTA reserves the right to audit the accuracy of the on-time checks performed by CONTRACTOR. Determinations made by PVTA regarding the accuracy of on-time checks shall be final.

3. **On-Time Performance Supplemental and Demand Response Services:** In any month in which the CONTRACTOR'S Supplemental and Demand Response Services if the CONTRACTOR fails to achieve 90% on-time in the any of the Supplemental or Demand Response services it provides to PVTA, PVTA may deduct the amount of \$1,000.00 from sums due the CONTRACTOR for said service in that month. PVTA reserves the right to audit the accuracy of wait-time and on-time checks.

4. **CHP Inspection:** In the event the CONTRACTOR receives an unsatisfactory rating from the California Highway Patrol (CHP) based on CHP's annual terminal inspection of CONTRACTOR'S Get About location, PVTA may deduct the amount of \$5,000.00 from sums due CONTRACTOR.

5. **Vehicle Availability:** In the event that any PVTA-supplied vehicle is placed out-of-service by CONTRACTOR without written authorization of PVTA for a period of more than 20 calendar days, PVTA may deduct from sums due CONTRACTOR the amount of \$50.00 for each day said vehicle is out-of-service in excess of twenty (20) calendar days.

6. **Wheelchair Accessibility:** PVTA may deduct from sums due CONTRACTOR the amount of \$250.00 for any occurrence in which a wheelchair lift fails to operate properly during the pick-up of a passenger or for any occurrence in which a wheelchair-bound client is improperly tied down or a wheelchair becomes unfastened from one of its tie-down locations.

7. Preventive Maintenance: In the event the CONTRACTOR fails to perform a Preventive Maintenance Inspection (PMI) on each PVTA or City of Claremont vehicle used in their PVTA services within 3,500 miles of the previous PMI, PVTA may deduct from sums due CONTRACTOR the amount of \$200.00 for each occurrence.

8. Average Phone Hold Time: PVTA may deduct from sums due the CONTRACTOR the amount of \$50.00 for each day in which the average hold time for the Get About reservation line exceeds 120 seconds.

9. Valid Complaints: If in any month PVTA receives more than five (5) valid complaints regarding Get About service, PVTA may deduct from sums due the CONTRACTOR the amount of \$500.00.

10. Reporting: In any month in which the CONTRACTOR fails to provide accurate reports in accordance with the requirements of this agreement, within fifteen days of the end said month PVTA may deduct \$1,500.00 from the sums due the CONTRACTOR.

14. Waivers and Modifications: The PVTA Administrator at his/her sole discretion may waive any deduction applicable under the terms of SUBSECTION 8.3. The waiver of any of the deductions in SUBSECTION 8.3 in any month will not invalidate the applicability of the said deductions in future months. The requirements SUBSECTION 8.3.1 may be modified by mutual agreement of the CONTRACTOR and the PVTA Administrator.

8.4 Fuel Price Formula

If in any calendar month the price per gallon of unleaded regular gasoline (87 Octane) as measured by the Automobile Club of Southern California's Daily Fuel Gauge Report for the 15th day of said calendar month for the Los Angeles - Long Beach area including taxes exceeds \$3.50 per gallon, PVTA shall compensate the CONTRACTOR for said gasoline cost increase. Said compensation shall be calculated by computing the difference between the Automobile Club Fuel Gauge Report price and \$3.50 per gallon multiplied by the actual number of gallons of

gasoline consumed by the CONTRACTOR providing PVTA Dedicated Vehicle Services in said calendar month.

If in any calendar month the price per gallon of unleaded regular gasoline as measured by the Automobile Club of Southern California's, Daily Fuel Gauge Report for the 15th day of calendar month for the Los Angeles - Long Beach area including taxes falls below \$3.50 per gallon, CONTRACTOR shall compensate PVTA for said gasoline cost savings. Said compensation shall be calculated by computing the difference between the Automobile Club Fuel Gauge Report price and \$3.50 per gallon multiplied by the actual number of gallons of gasoline consumed by the CONTRACTOR providing PVTA Dedicated Vehicle Services in said calendar month.

CONTRACTOR shall provide PVTA with documentation of actual fuel consumption and amounts paid for fuel. Said documentation shall include copies of actual billings for fuel upon PVTA's request. PVTA reserves the right to audit said billings.

8.5 Billings and Payments

CONTRACTOR shall submit invoices monthly for services to PVTA as follows:

1. **Fixed Monthly Rate**
2. **Vehicle Revenue Hour**: Charges shall be directly traceable by dispatcher and/or driver trip sheet and employee time cards, which will be available for review by PVTA.
3. **Fuel Charges**: Charges shall be supported by documentation of actual fuel consumption and amount paid. Said documentation shall include copies of actual billings for fuel.
4. **Other Charges**: In the event there are other charges such as promotional advertising, not covered in the rates above, these shall be billed monthly with charges directly traceable to receipts, bills, etc., copies of which shall be attached to the invoice.

All payments by PVTA shall be made in arrears, after the service has been provided. Payments shall be made by PVTA no more than thirty (30) days from PVTA's receipt of invoice.

If PVTA disputes any item on an invoice for a reasonable cause, PVTA may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONTRACTOR within fifteen (15) working days after receipt of invoice by PVTA. Payments shall be by check payable and mailed first class to:

8.5 Collecting and Accountability for Fares

All fares collected should be recorded daily for each operator and reported to the Administrator of the PVTA in the monthly operations report. The amount of the collected fares and must correspond to the reported number of passengers carried.

9. INDEMNIFICATION

The PVTA and the cities of Claremont, La Verne, Pomona and San Dimas are the Indemnitees under this indemnity provision. Each Indemnatee is also defined to include its officers, agents, employees, volunteers, and independent contractors who serve as officers, officials, or staff of an Indemnatee, and their successors and assigns.

To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated

therewith (collectively “Liabilities”), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this AGREEMENT or the performance or failure to perform any term, provision, covenant, or condition of this AGREEMENT, including this indemnity provision.

This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee’s right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee’s right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorneys’ fees and costs incurred in enforcing this indemnity provision.

Notwithstanding the foregoing, nothing in this indemnity provision shall be construed to encompass an individual Indemnitee’s sole negligence or willful misconduct. This indemnity provision is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

This indemnity provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity provision may be within public policy and enforceable.

10. INSURANCE

10.1 Insurance

With respect to performance of work under this AGREEMENT, CONTRACTOR shall secure and maintain, and shall require all of its subcontractors to maintain, insurance as described below. For the purposes of this section, Additional Insured(s) shall mean PVTa and the cities of Claremont, La Verne, Pomona and San Dimas, individually or collectively as the facts may appear. Each Additional Insured is also defined to include its officers, agents, employees, volunteers, and independent contractors who serve as officers, officials, or staff of an Indemnatee, and their successors and assigns.

10.1.1. Worker's Compensation Insurance

WORKER'S COMPENSATION INSURANCE with statutory limits, and EMPLOYER'S LIABILITY INSURANCE with limits of not less than one million dollars (\$1,000,000) per occurrence. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing performance of the work of this AGREEMENT.

10.1.2 Commercial General Liability Insurance-Dedicated Vehicle Services

The Dedicated Vehicles Services CONTRACTOR shall secure COMMERCIAL GENERAL LIABILITY INSURANCE with a combined single limit of not less than ten million dollars (\$10,000,000) per occurrence. Such insurance shall include products/completed operations liability, owner's and contractor's protective, blanket contractual liability, broad form property damage coverage, and explosion, collapse and underground hazard coverage. Such insurance shall (1) name the Additional Insureds as additionally insured; (2) be primary with respect to any insurance or self-insurance programs maintained by the Additional Insureds; and (3) contain standard cross liability provisions. With the prior written consent of PVTa, this insurance requirement may be met with a combination of primary and umbrella coverages, provided that the primary limits shall not be less than one million dollars (\$1,000,000). Any umbrella coverage necessary to

meet the \$10,000,000 CSL limit for general liability coverage required in this section shall be separate and apart or in excess from any umbrella coverage used to meet the \$10,000,000 CSL limit for automobile liability coverage in Section 10.1.4.

10.1.3 Commercial General Liability Insurance-Supplemental and Demand Response

The Supplemental and Demand Response CONTRACTOR shall secure COMMERCIAL GENERAL LIABILITY INSURANCE with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence. Such insurance shall include products/completed operations liability, owner's and contractor's protective, blanket contractual liability, broad form property damage coverage, and explosion, collapse and underground hazard coverage. Such insurance shall (1) name the Additional Insureds as additionally insured; (2) be primary with respect to any insurance or self-insurance programs maintained by the Additional Insureds; and (3) contain standard cross liability provisions.

10.1.4. Commercial Automobile Liability Insurance—Dedicated Vehicle Services

The Dedicated Vehicles Services CONTRACTOR shall secure COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit of not less than \$10,000,000 (TEN MILLION DOLLARS) per occurrence. Such insurance shall (1) include coverage for owned, hired and non-owned automobiles; (2) name the Additional Insureds as additionally insured; (3) be primary for all purposes; and, (4) contain standard cross liability provisions. With the prior written consent of PVTa, this insurance requirement may be met with a combination of primary and umbrella coverages, provided that the primary limits shall not be less than one million dollars (\$1,000,000). Any umbrella coverage necessary to meet the \$10,000,000 CSL limit for automobile liability coverage required in this section shall be separate and apart or in excess from any umbrella coverage used to meet the \$10,000,000 CSL limit for general liability coverage in Section 10.1.2.

10.1.5. Commercial Automobile Liability Insurance-Supplemental and Demand Response Services

The Supplemental and Demand Response CONTRACTOR shall secure COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit of not less than \$2,000,000 (Two MILLION DOLLARS) per occurrence. Such insurance shall (1) include coverage for owned, hired and non-owned automobiles; (2) name the Additional Insureds as additionally insured; (3) be primary for all purposes; and, (4) contain standard cross liability provisions. With the prior written consent of PVRTA, this insurance requirement may be met with a combination of primary and umbrella coverages, provided that the primary limits shall not be less than one million dollars (\$1,000,000).

10.1.6 Automobile Collision and Comprehensive Insurance Coverage

The Contractor shall secure AUTOMOBILE COLLISION AND COMPREHENSIVE INSURANCE COVERAGE for the actual cash value of PVRTA and the City of Claremont vehicles. Such insurance shall (1) contain deductibles of not more than five thousand dollars (\$5,000), and (2) shall name PVRTA as loss payee. CONTRACTOR shall be responsible for all deductibles. In case of damage or destruction of any vehicle or vehicles provided by PVRTA under the terms of this AGREEMENT, PVRTA agrees that liability for CONTRACTOR shall be limited to the appraised fair market value of the vehicle(s) at the time of loss. CONTRACTOR and PVRTA agree that the appraised fair market value shall be that value established by an appraiser or appraisers as mutually agreed upon.

10.1.7 GARAGEKEEPERS LEGAL LIABILITY INSURANCE with a limit of not less than five hundred thousand dollars (\$500,000) per occurrence.

10.1.8 ALL INSURANCE shall contain the following provisions:

1. Coverage shall be on an “occurrence” basis.
2. If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate amount shall be twice the required occurrence limit.

3. The Liability policy must cover personal injury as well as bodily injury.
4. The Liability policy shall include a cross-liability or severability of interest endorsement.
5. Broad form property damage liability must be afforded.
6. CONTRACTOR shall include all subcontractors as insured under its policies.
7. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.
8. Policies shall name the Additional Insureds as additionally insured, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered there under.

CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to PVTA and signed copies of the specified endorsements for each policy prior to commencement of work under this AGREEMENT. Such documentation shall clearly evidence all coverages required above, including specific evidence of separate endorsements naming the PVTA and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days written notice by certified mail, return receipt requested, has been given to PVTA.

The PVTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT.

If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. PVTA at its sole option may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, PVTA may purchase such required insurance coverage, and without further notice to CONTRACTOR, PVTA may deduct from sums due to CONTRACTOR any premium costs advanced by PVTA for such insurance.

10.2 Employee Dishonesty Insurance

CONTRACTOR shall secure for its employees Employee Dishonesty Insurance or other security acceptable to the PVTA Administrator, protecting the PVTA from employee theft up to the amount of fifty thousand dollars (\$50,000) for any one occurrence. Such insurance or security shall name PVTA as loss payee with respect to amounts claimed thereunder arising out of CONTRACTOR's performance under this AGREEMENT. CONTRACTOR shall provide proof of such coverage to PVTA prior to commencement of work under this AGREEMENT.

11. TERM OF AGREEMENT

11.1 Base Term

This AGREEMENT shall become effective July 1, 2020, and shall continue in full force and effect through June 30, 2024, unless earlier terminated as herein provided.

11.2 Month-to-Month Extensions

Upon completion of the full term of this AGREEMENT, PVTA at its sole discretion may extend the term of this AGREEMENT on a month-to-month basis up to a maximum of four (4) months. PVTA shall notify CONTRACTOR of such extension at least thirty (30) days prior to the termination date of this AGREEMENT. The compensation rates in effect during the last monthly period of the full term of this AGREEMENT shall remain in effect during any such extensions.

11.3 Option Terms

In consideration of the herein AGREEMENT, CONTRACTOR hereby grants the below option, exercisable in writing at PVRTA's sole election, anytime on or before the date specified herein and as follows:

1. DESCRIPTION - PVRTA may extend the service provided by CONTRACTOR under this AGREEMENT for up to two (2) option periods of two-year duration.

2. PRICE - The Fixed Hourly Rate and Fixed Monthly Rate shall be arrived at upon the basis of negotiations and mutual agreement, but shall be limited so that the maximum percentage increase in the AGREEMENT budget for each year of each option period, after adjustment for any changes in the level of vehicle revenue hours for dedicated vehicle service to be provided, shall be no more than the annual increase in the Consumer Price Index—All Urban Consumers—All Items for the Los Angeles-Riverside-Orange County urbanized area for the most recently concluded calendar year.

3. OPTION EXERCISE DATES – PVRTA may exercise its option to extend CONTRACTOR services on or before January 1, 2024, for the initial option term, and on or before January 1 of each subsequent year for the one remaining option term.

It is mutually understood and agreed that all work performed and services provided under the exercised option shall be in strict compliance with all of the requirements of this AGREEMENT as such may be amended from time-to-time by mutual AGREEMENT.

It is mutually understood and agreed that PVRTA is under no obligation whatsoever to exercise any or all of these options and that no representations have been made by PVRTA committing it to such exercise of this option, and that PVRTA may procure any such option requirements elsewhere. Such option exercise may be by amendment hereto or by issuance of a new AGREEMENT.

12. TERMINATION

PVRTA or CONTRACTOR may terminate this AGREEMENT for one or more of the following reasons:

12.1 Basis of Termination:

1. FOR CONVENIENCE: PVTA may terminate this AGREEMENT at any time in whole or in part for its convenience and for any reason, by giving CONTRACTOR ninety (90) days written notice thereof.

2. FOR INSUFFICIENT FUNDING: PVTA may terminate this AGREEMENT upon thirty (30) days written notice to CONTRACTOR that insufficient funding is available to PVTA to fund this AGREEMENT.

3. FOR MATERIAL BREACH: PVTA may terminate this AGREEMENT upon (30) days (hereinafter "cure period") written notice by mail or by personal service of a material default or breach in performance of any of the terms and conditions of this AGREEMENT to be kept, done or performed by CONTRACTOR, and CONTRACTOR fails, neglects or refuses for the stated cure period to remedy said defaults or to initiate remedy of said faults should the cure thereof require a period in excess of the cure period. Should the cure period expire without remedy of said defaults or initiation of such remedy by CONTRACTOR, the PVTA may without further notice and without suit or other proceedings cancel this AGREEMENT.

4. FOR BANKRUPTCY: Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of CONTRACTOR or (b) a general assignment by CONTRACTOR for the benefit of creditors, or (c) any action taken by or suffered by CONTRACTOR under any insolvency or bankruptcy act shall constitute a breach of the AGREEMENT by CONTRACTOR and shall at the option of PVTA terminate this AGREEMENT.

5. BY MUTUAL AGREEMENT: This AGREEMENT may also be terminated at any time upon mutual agreement of both parties.

12.2 Compensation Upon Termination:

Should this AGREEMENT be terminated by either party, PVTA shall be liable for costs and fees as specified under Section 8.1 - Price Formula, Section 8.4 - Fuel Price Formula, accrued to date of termination. Thereafter, CONTRACTOR shall have no further claims against PVTA under this AGREEMENT.

12.3 PVTA Remedies on Breach

Notwithstanding anything to the contrary herein, it is understood and agreed that, in the event of failure by CONTRACTOR to perform services required by this AGREEMENT, in addition to all other remedies, penalties and damages provided by law, the PVTA may provide such services and deduct the cost of doing so from the amounts due or to become due to the CONTRACTOR. The costs to be deducted shall be the actual costs to PVTA to provide such services, or the amounts specified under Section 8.1 - Price Formula and Section 8.4 - Fuel Price Formula, whichever is greater.

12.4 Transition to Future Contractor

For up to sixty (60) days prior to and following the effective date of the termination or expiration of this agreement, CONTRACTOR shall provide to either the PVTA or any future CONTRACTOR selected by PVTA, CONTRACTOR's full cooperation in the transition to the successor CONTRACTOR. This shall include, at a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), and access to non-confidential personnel files and to maintenance records and all PVTA client registration records.

13. ADMINISTRATION

13.1 PVTA Responsibilities and Authority

1. PVTA will be responsible for system design, setting of fare levels and transfer policies, productivity analysis, and marketing promotion. CONTRACTOR shall provide input to assist PVTA in making determinations on these matters as requested.

2. PVTA will work in conjunction with the various governmental agencies and with CONTRACTOR to ensure that effective coordination is achieved among all public transportation services provided in the PVTA service area.

3. PVTA shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform patrons of service operations and to promote ridership.

4. PVTA shall prepare, print and provide to CONTRACTOR all schedules, passes, tickets and like materials required by service operations. CONTRACTOR shall distribute and disseminate such materials.

5. Adjustments to service shall be the sole prerogative of PVTA.

6. No operational changes that affect service, scheduling, hours of operation, response times, or any other characteristics of the PVTA transportation services shall be made by the CONTRACTOR without the approval of PVTA.

7. CONTRACTOR shall provide for a change in the Project Manager upon six weeks notice by the PVTA. CONTRACTOR shall not replace the Project Manager or Operations Manager without written consent of PVTA, unless said Manager will no longer be employed by CONTRACTOR. If said Manager is to be replaced, CONTRACTOR shall submit the resume and qualifications of an acceptable replacement for prior approval by PVTA no later than fifteen (15) working days prior to the departure of the incumbent Manager.

8. Service complaints shall be reported directly to the Administrator of PVTA or his designee, in accordance with procedures developed by the Administrator and CONTRACTOR.

13.2 Control

CONTRACTOR shall render all services under this AGREEMENT in a manner consistent with the policies of PVTA. Modification of existing policies or adoption of new policies during the term of this AGREEMENT, which affect CONTRACTOR's performance of services, shall be treated as changes pursuant to SECTION 7 - Changes in Scope of Work herein.

CONTRACTOR shall advise PVTA of matters of importance, such as the condition of vehicles, bus route time conflicts, any and all matters the CONTRACTOR feels are safety related, and make recommendations when appropriate; however, final authority shall rest with the PVTA. Notwithstanding this provision, CONTRACTOR remains responsible for any consequences resulting from CONTRACTOR's actions or inaction as provided in this agreement or otherwise provided by law.

PVTA shall not interfere with the management of CONTRACTOR's normal business affairs and shall not attempt to directly discipline or terminate CONTRACTOR employees. PVTA may advise CONTRACTOR of any employee's inadequate performance that has a negative effect on the service being provided, and CONTRACTOR shall take prompt action to remedy the situation. Notwithstanding the above restriction, PVTA may demand removal of any CONTRACTOR employee from the PVTA's project by providing written notice to CONTRACTOR.

13.3 Force Majeure

Neither party shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to the following: Acts of God, fire, epidemics, earthquake, flood or other natural disaster; strikes, war or civil disorder, road closures; unavailability of fuel.

CONTRACTOR shall not be entitled to compensation for any service, the performance of which is excused by this paragraph.

Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of the AGREEMENT, CONTRACTOR, on a timely basis, shall notify PVTA of the fact, and thereafter shall report to PVTA all relevant information then known to CONTRACTOR, and shall continue to so report.

13.4 Emergency In-Lieu Performance by PVTA

In the event that the CONTRACTOR fails, neglects or is unable to timely perform any of the service specified herein, PVTA reserves the right, without terminating the AGREEMENT as specified in SECTION 12.1.3, to provide such service until such time as the CONTRACTOR demonstrates the ability to continue performance. The CONTRACTOR agrees to pay PVTA for the reasonable costs thereof.

13.5 Emergency Procedures

In the event of a major emergency such as an earthquake, dam failure, wild land fires, or man-made catastrophe, CONTRACTOR shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority from PVTA is intact, CONTRACTOR shall follow instruction of PVTA. If the normal line of direct authority from PVTA is broken, and for the period while it is broken, CONTRACTOR shall make best use of transportation resources following to the degree possible the direction of an organization such as the police, Red Cross, or National Guard, which appears to have assumed responsibility (the "Emergency Authority"). Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed in accordance with the normal "Price Formula" and "Payment" or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable, and prompt reimbursement of CONTRACTOR's actual costs. Immediately after the emergency condition ceases as determined by PVTA or the Emergency Authority, whichever shall first occur, CONTRACTOR shall reinstitute normal transportation services.

14. GENERAL PROVISIONS

14.1 Legal and Regulatory Requirements

In performance of the services described herein, CONTRACTOR shall be responsible to comply with all Federal, State and local requirements as they may exist from time-to-time.

14.2 Conflict of Interest

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this AGREEMENT. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

14.3 Conflicting Use

CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities that are dedicated to PVRTA for performing services under this AGREEMENT for any use whatsoever other than provided for in this AGREEMENT without the prior written approval of PVRTA.

14.4 Notice of Federal Participation

Some of the vehicles provided to the CONTRACTOR for the performance of the services described in this AGREEMENT were purchased with financial assistance from the Federal Transit Administration (FTA). Financial assistance for a portion of the services described in this AGREEMENT is provided using FTA 5310 and FTA 5317 funds from the FTA. This AGREEMENT will be subject to the financial assistance contract between PVRTA and the Los Angeles County Metropolitan Transportation Authority for the provision of FTA 5310 and FTA 5317 services and will be subject to all applicable FTA regulations, including, but not limited to, those contained in **Attachment 1**.

14.5 Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by The United States Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions

required by DOT, as set forth in [FTA Circular 4220.1F](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any PVTA requests which would cause the [subrecipient] to be in violation of the FTA terms and conditions.

14.6 Federal Changes

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between PVTA and FTA (via LACMTA), as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

14.7 Americans with Disabilities Act

All service provided by the CONTRACTOR on behalf of the PVTA shall comply with the applicable requirements of the Americans with Disabilities Act.

14.8 RACE-CONSCIOUS DISADVANTAGE BUSINESS ENTERPRISES

In conformance with title 49 CFR Part 26, PVTA has established a project specific goal of 2.0% for Race Conscious Disadvantaged Business Enterprises (RC-DBEs). The Proposer is required to meet this goal or demonstrate Good Faith Efforts as a condition of the award of this Contract. Proposer shall complete and submit Form 4, "Bidder DBE Commitment," and Form 5, "Bidders List," at the time of proposal submittal. Form 6, "Good Faith Efforts," is only required if the Proposer is unable to meet the established DBE project specific goal, and is to be submitted in a sealed envelope with the proposal.

1. PVTA, as a recipient of federal financial assistance, is required to implement the Los Angeles County Metropolitan Transportation Authority's (Metro's) Disadvantaged Business Program in accordance with federal regulation 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT). The PVTA has set a contract specific goal of 2.0% for this project. CONTRACTOR shall furnish all documentation satisfactory to PVTA that the work committed to RC-DBE's was actually performed by RC-DBE's. Requests for

progress payments shall include a summary of payments actually made to RC-DBE's during the invoice period (Attachment-6), which includes a total of all payments made to all subcontractors under this Contract. RC-DBE participation shall be credited toward the overall RC-DBE goal only when payments are actually made to the RC-DBE firms. CONTRACTOR shall submit on the 15th of every month to PVTA Contract Compliance Officer, Attachment 6. Upon completion of the Contract, CONTRACTOR shall submit "Final Report-Utilization of Disadvantaged Business Enterprises-First Tier Subcontractors", Attachment 7 and submit with the final invoice.

2. As there is a RC-DBE goal on this Contract, the Bidder, in order to be considered responsible and responsive, must meet the contract specific RC-DBE goal identified or make Good Faith Efforts to meet the goal established for the Contract. If the goal is not met, the Bidder must document adequate Good Faith Efforts. Only RC-DBE firms certified through the CUCP will be counted towards the contract.

3. CONTRACTOR shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by CONTRACTOR to carry out these requirements is material breach of this Contract, which may result in the termination of this Contract or such other remedy, as PVTA may deem appropriate.

14.9 DBE Contract Assurance

The CONTRACTOR, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or

(4) Disqualifying the CONTRACTOR from future bidding as non-responsible.

14.10 Prompt Payment Provisions

The DBE Program, 49 CFR, Part 26, requires that any delay or postponement of payment over 30 days may take place only for good cause and with PVTAs prior written approval. The California Business and Professions Code, under Section 7108.5, requires that on public works projects, a prime contractor or subcontractor pay to any subcontractor not later than seven (7) days after receipt of each progress payment, unless otherwise agreed to in writing. Any violation of this provision shall subject the violating Contractor or Subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the CONTRACTOR, deficient subcontract performance, or noncompliance by a Subcontractor. Any delay or postponement of payment from the above-referenced timeframes may occur only for good cause following written approval from PVTAs. Failure to comply with this provision without prior approval from PVTAs will constitute noncompliance, which may result in the application of appropriate administrative sanctions, including, but not limited to, withholding of payment to the CONTRACTOR of two percent (2%) of the invoice amount due per month, for every month that full payment is not made in accordance with these prompt payment requirements.

1. Prompt Progress Payments to Subcontractors

CONTRACTOR will include a contract clause that will require Subcontractors to pay each lower tiered Subcontractor participating on the Project for satisfactory performance of its contract no later than 7 days from the receipt of each payment the Subcontractor receives from CONTRACTOR. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of PVTAs. This clause applies to both DBE and non-DBE Subcontractors.

14.11 Interest of Members of or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising therefrom.

14.12 Audit; Retention of Records

CONTRACTOR shall allow the authorized representatives of PVTA, the U.S. Department of Transportation, the Comptroller General of the United States, and the State of California, the Los Angeles County Metropolitan Transportation Authority, the County of Los Angeles to inspect and audit all data and records of the CONTRACTOR relating to performance under this AGREEMENT. Such audit shall be allowed upon reasonable notice of any aforementioned agency. Further, CONTRACTOR shall maintain all required records for three years after final payment under this AGREEMENT and until all other pending matters are closed.

14.13 Compliance with Environmental Standards

CONTRACTOR shall comply with the provisions of the Clean Air Act, as amended (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), and implementing regulations, and all state laws and local ordinances with respect to transit operations and operation of the facilities involved in the AGREEMENT for which Federal assistance is given. CONTRACTOR shall report violations to the PVTA, the Federal Transit Administration, and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.

14.14 Compliance with Laws, Rules, Regulations

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated there under, including but not limited to, those relative to Civil Rights, Equal Employer Opportunity, Disadvantaged Business Enterprise, and Labor Protection. CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

CONTRACTOR shall pay all taxes required to be paid by it by any applicable federal, state, or local statute. Further, CONTRACTOR shall secure, on its own behalf, or

on behalf of PVTA if requested, any and all licenses, permits, certificates and inspections required by law, including GPPV inspections. CONTRACTOR shall assure that all of its employees operating PVTA vehicles possess a valid, current Class B California Driver License with appropriate endorsements.

14.15 Headings:

The headings or titles to sections of the AGREEMENT are not part of the AGREEMENT and shall have no effect upon the construction or interpretation of any part of the AGREEMENT.

14.16 Sale, Transfer or Assignment

CONTRACTOR agrees that it will not sell, assign or transfer in whole or in part any right, title or interest it possesses by reason of this AGREEMENT to any other person or entity without first obtaining the written consent of the PVTA to such sale, assignment, or transfer. In the event of any violation of this SECTION, PVTA may immediately terminate this AGREEMENT.

14.17 Binding

This AGREEMENT shall be binding on the assigns, transferees, successors, heirs, trustees, executors and administrators of the parties hereto. However, nothing herein shall be construed as authorizing any assignment by the CONTRACTOR of its interest without prior written approval of PVTA.

14.18 Notice

All notices hereunder and communications with respect to this AGREEMENT shall be effected upon the mailing thereof by regular, registered or certified mail return receipt requested and addressed as follows:

PVTA:

George L. Sparks, Administrator
Pomona Valley Transportation Authority
2120 Foothill Blvd. Ste. #116
La Verne, CA 91750

CONTRACTOR:

14.19 Federal Privacy Act Requirements

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

(1) The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

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

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

Pomona Valley Transportation Authority

CONTRACTOR

By _____
Chair, PVTA Board of Directors

By _____
Authorized Official

WITNESSED:

Title

By _____

Federal Tax I.D. Number

**Pomona Valley Transportation Authority
Request for Proposal
PVTA Transportation Services**

**Exhibit C COST PROPOSAL FORM
Page One: Dedicated Vehicle Services**

This COST PROPOSAL FORM is to be used to submit the OFFEROR'S firm fixed price proposal for all work described in EXHIBIT "A" - SCOPE OF WORK and EXHIBIT B - DRAFT SERVICE AGREEMENT.

A. DEDICATED VEHICLE SERVICES PRICE PROPOSAL

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
1 Fixed Monthly Rate <i>(from Pg 3 Item #3)</i>	\$0.00	\$0.00	\$0.00	\$0.00
2 Fixed Dedicated Service Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00
Calculation of Total Annual Cost				
3 Annual Fixed Rate <i>(Item #1 above X 12)</i>	\$0	\$0	\$0	\$0
4 Annual Dedicated Vehicle Cost <i>(Item #2 above X 26,000)</i>	\$0	\$0	\$0	\$0
5 Total Annual Dedicated Service Cost <i>(Total of Items #3 and #4 above)</i>	\$0	\$0	\$0	\$0

Note: Shaded cells are filled automatically. Do not overwrite.

Page Two: Demand & Supplemental Services

B. DEMAND AND SUPPLEMENTAL SERVICES PRICE PROPOSAL

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
1 <u>Get About Supplemental Services</u>				
Estimated Annual Trips	20,000	20,000	20,000	20,000
Proposed Per Trip Rate				

Page Four
FIXED RATE COST ELEMENTS -- CONTINUED

<i>Fixed Rate Cost Elements</i>	Year 1	Year 2	Year 3
Office Supplies			
Preventive Maintenance Parts/Supplies			
Vehicle Repair Parts/Supplies			
Tires			
Outside Repairs			
Radio System Maintenance			
Insurance - Liability Coverages			
Insurance - Collision Comprehensive			
Computer - Hardware Costs			
Software Costs			
Accounting			
Start-up Costs			
Other Expense			
Management Fee/Profit			
Other (Describe):			
2. Total Fixed Monthly Costs	\$0.00	\$0.00	\$0.00
3. Fixed Monthly Rate <i>(fixed Monthly Costs /12)</i>	\$0.00	\$0.00	\$0.00

Note: Shaded cells are filled automatically. Do not overwrite.

Pomona Valley Transportation Authority

**EXHIBIT C
PROPOSAL FORM CHECKLIST**

Attached to this proposal form are the following items:

- 1 Cover Letter
- 2 Experience, References, Financial Viability
- 3 Proposed Personnel and Management Plan (including salary and benefit schedules, resumes)
- 4 Description of Operations
- 5 Description of Management Information System (Accounting and Reporting)
- 6 Description of insurance (including loss experience and pending claims)
- 7 Financial Statements
- 8 Description of Proposed Operations
- 9 Reservation, Scheduling & Dispatch System
- 10 Coverage and Driver Resourcing Plan for Supplemental & On Demand Services
- 11 Reporting and Accounting
- 12 Insurance and Indemnity
- 13 Facility and Maintenance Program
- 14 Transition Plan/Time Schedule
- 15 Cost Reduction, Service Improvement and Optional Proposals
- 16 EXHIBIT C Cost Proposal Form and Proposal Form Checklist
 - Form 1: Certification Regarding Lobbying
 - Form 2: Certification of Lower Tier Participants Regarding Debarment
 - Form 3: Drug-Free Workplace Act Certification
 - Form 4: Bidder DBE Commitment
 - Form 5: DBE Bidder List
 - Form 6: DBE Good Faith Efforts (If Required)
- 16 Acknowledge receipt of all Addenda issued by PVTa in connection with this RFP.

Addenda:

# _____	Dated _____	Acknowledged by _____
# _____	Dated _____	Acknowledged by _____
# _____	Dated _____	Acknowledged by _____
# _____	Dated _____	Acknowledged by _____

Offeror: _____

Phone: _____ **Fax:** _____

Address: _____

Signature _____ **Date:** _____

Title: _____