

Demand Response Transportation Agreement between PVTA and Network Paratransit Systems, Inc.

This Agreement is made the 14th day of March 2018, between Pomona Valley Transportation Authority, hereinafter referred to as "PVTA" and Network Paratransit Systems, Inc., hereinafter referred to as the "CONTRACTOR".

WHEREAS, PVTA is responsible for general public dial-a-ride services within the City of Claremont, the City of San Dimas and elderly and disabled transportation within Pomona Valley, and;

WHEREAS, the CONTRACTOR operates transportation services and is capable of providing required transportation services.

WHEREAS, PVTA desires to contract with the CONTRACTOR for the provision of a portion of these services,

NOW, therefore, PVTA and the CONTRACTOR agree as follows:

1. CONTRACT ADMINSTRATOR

The Administrator of PVTA or authorized representative, hereinafter designated as "Administrator", shall be the administrator of this agreement. The CONTRACTOR is responsible for performance of each and all tasks to be performed herein under.

2. SERVICES TO BE PERFORMED BY CONTRACTOR

The CONTRACTOR shall provide demand response transportation services under the overall direction and authority of PVTA. Services performed by the CONTRACTOR shall be in accordance with the standards, terms and conditions set forth in **Exhibit A, Scope of Work, PVTA Demand Response Services, Non-Dedicated** dated **November 20, 2017** and **Attachment I, Federal Contract Clauses dated November 20, 2017** attached hereto and incorporated by reference.

3. PRICE FORMULA

PVTA will compensate the CONTRACTOR for services provided in accordance with the following schedule:

- | | | |
|----|--|-----------------------------------|
| a. | Rate for Cab Supplement to Get About service | \$19.10 per passenger trip |
| b. | Rate for San Dimas Dial-a-Cab service | \$11.88 per passenger trip |
| c. | Rate for Claremont Dial-a-Ride service | \$8.71 per passenger trip |
| d. | Rate for Get About Ready Now | \$14.07 per passenger trip |

- e. Rate for Get About One Step Over the Line **\$2.50 flag drop & \$2.60 per mile**
- f. The hourly rate for a dedicated driver and vehicle. In addition to the hourly rate, PVTA may be billed at the per trip rate for rides provided by the dedicated driver and vehicle. **\$ 23.93 per hour**
- g. Additional fee for transporting a PVTA rider utilizing a wheelchair, scooter or equivalent mobility device **\$3.00 per pass. trip**
- h. Passengers shall pay a fare determined by PVTA. The CONTRACTOR shall collect said fares on behalf of PVTA.
- i. All fares collected by CONTRACTOR from the passengers are the property of the PVTA. The total amount of such cash fares shall be retained by CONTRACTOR and deducted from the billing statement. CONTRACTOR may accept PVTA tickets as payment of fares if authorized to do so by the PVTA.

4. REPORTING

CONTRACTOR shall gather ridership and operational data and report such information to the Administrator on a monthly basis. The type of data to be collected is more fully described in **Exhibit A, Scope of Work, Cab Services, Section VI, N., Records and Reporting.**

5. SERVICES TO BE PERFORMED BY PVTA

In connection with the service and this agreement, PVTA shall:

- a. Designate hours of service and geographical boundaries of services.
- b. Set public fares for the service.
- c. Establish policies for services.
- d. Give prompt written notice to CONTRACTOR when Administrator observes or otherwise becomes aware of any deficiency in CONTRACTOR's service.
- e. Provide vehicles in accordance with the conditions described in **Exhibit A, Scope of Work, Section V.**

6. VEHICLES

Except for the vehicles provided by PVTA as described in **Exhibit A, Scope of Work, Section V**, the CONTRACTOR shall be responsible to supply all vehicles required for the performance of the services provided by the CONTRACTOR under the terms of this Agreement.

- a. PVTA shall have right of inspection and approval of all vehicles used in PVTA services. PVTA may specify any special decals and other vehicle identification required for PVTA services.
- b. Vehicles shall be maintained in a clean and safe condition at all times. Upon written notification to the CONTRACTOR, PVTA may require the CONTRACTOR to remove from PVTA services any vehicle found to be unacceptable to PVTA for any reason.
- c. The CONTRACTOR shall maintain a sufficient number of operational accessible vehicles acceptable to PVTA to meet the standards listed in **Exhibit A, Scope of Work, Section VI. P., Minimum Performance Standards.**

7. COMPENSATION METHOD OF PAYMENT

The PVTA shall pay CONTRACTOR for services at the rates indicated in **Paragraph 3, PRICE FORMULA** less cash fares collected by CONTRACTOR. CONTRACTOR shall submit invoices itemizing trips. Invoices received shall be reviewed and paid by PVTA within 30 calendar days. If the PVTA disputes any items 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. CONTRACTOR may submit invoices monthly.

8. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to the 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. CONTRACTOR shall pay all wages, salaries, and other amounts due such personnel 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, and worker's compensation insurance.

9. PERMITS AND LICENCES

CONTRACTOR shall maintain in force during the contract period all licenses and permits required by law for the operation of the services provided under this Agreement.

10. INDEMNIFICATION REQUIREMENTS

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 subject to the approval of the 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.

11. INSURANCE REQUIREMENTS

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:

a. WORKER'S COMPENSATION

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.

b. COMPREHENSIVE COMMERCIAL LIABILITY INSURANCE

One million dollars (\$1,000,000) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Such insurance shall (1) name PVTa, the cities of Claremont, La Verne, Pomona, and San Dimas, and all of their appointed and elected officials, officers, employees, volunteers, agents and assigns as insured; (2) be primary with respect to any insurance or self-insurance programs maintained by the PVTa, the cities of Claremont, La Verne, Pomona and San Dimas; and (3) contain standard cross liability provisions.

c. AUTOMOBILE LIABILITY INSURANCE

The program of insurance shall also include comprehensive automobile liability on ISO Form Number CA 00 01 covering any auto (Code 1), endorsed for bodily injury and property damage on all owned and non-owned vehicles with a combined single limit of at least one million dollars (\$1,000,000) per occurrence. Additionally, all PVTa owned revenue vehicles shall be insured against comprehensive and collision damage satisfactory to the owner of the vehicle and shall include Garage Keepers insurance. CONTRACTOR shall be responsible for any deductible. If CONTRACTOR'S deductible exceeds \$5000 per occurrence, PVTa may at its option require the CONTRACTOR to provide appropriate security to insure repairs to PVTa vehicles. Such insurance shall (1) include coverage for owned, hired and non-owned automobiles; (2) include Medical Payments with coverage limits of at least \$5,000 per occurrence, (3) name PVTa, the cities of Claremont, La Verne, Pomona and San Dimas, all their elected and appointed officials, officers, employees, volunteers, agents and assigns as insured; (4) be primary for all purposes; and, (5) contain standard cross liability provisions.

d. GENERAL PROVISIONS

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 property damage 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 or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
7. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.
8. Policies shall name PVRTA, the cities of Claremont, La Verne, Pomona and San Dimas, and all of their appointed and elected officials, officers, employees, volunteers, agents and assigns as 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 PVRTA 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 PVRTA and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 10 days written notice by certified mail, return receipt requested, has been given to PVRTA.

The PVRTA 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. PVRTA at its sole option, may terminate this Agreement and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, PVRTA may purchase such required insurance coverage, and without further notice to CONTRACTOR, PVRTA may deduct from sums due to CONTRACTOR any premium costs advanced by PVRTA for such insurance.

12. DEDUCTIONS FROM CONTRACT PAYMENTS

In the event that the CONTRACTOR for the PVTA Demand Response services fails to meet certain performance levels, PVTA may deduct from sums due the CONTRACTOR as detailed below:

- a.** In any month in which the CONTRACTOR'S Claremont Dial-a-Ride, San Dimas Dial-a-Cab or Ready Now services fail to achieve a performance level of 91% of all immediate service requests picked up within 30 minutes of the customers call or if the CONTRACTOR fails to achieve 92% on-time in the any of the its services 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.
- b.** PVTA may deduct from sums due the CONTRACTOR the amount of \$250.00 for any occurrence in which a PVTA client using a wheelchair or scooter is improperly tied down or a wheelchair or scooter becomes unfastened from one of its tie- down locations.
- c.** In the event any PVTA rider is required to wait in excess of 75 minutes, for any immediate response trip, to be picked up, PVTA may deduct from sums due to CONTRACTOR the amount of \$100.00 for each such occurrence.
- d.** In the event any PVTA rider with an advanced reservation is picked up in excess of 45 minutes beyond their scheduled pick up window, PVTA may deduct from sums due to CONTRACTOR the amount of \$100.00 for each occurrence.
- e.** In the event any rider using a mobility device (wheelchair/scooter) is required to wait in excess of 75 minutes, for any immediate response trip, to be picked up, PVTA may deduct from sums due to CONTRACTOR the amount of \$250.00 for each such occurrence.
- f.** In any month in which the number of missed trips exceeds 1% all total number of trips provided for any of CONTRACTOR's PVTA services, PVTA may deduct the amount of \$1,500.00 from sums due the CONTRACTOR for said service.
- g.** 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.
- h.** In any month in which PVTA receives more than five (5) valid complaints regarding the CONTRACTOR'S PVTA services, PVTA may deduct the sum of \$1,000.00 from sums due the CONTRACTOR.

i. In any day in which the average phone hold time for any of the CONTRACTOR's PVTA services exceeds 120 seconds, PVTA may deduct the sum of \$100.00 from sums due the CONTRACTOR.

13. NOTICES

All notices herein required shall be in writing and delivered in person or sent by mail, postage prepaid.

Notices to PVTA shall be addressed as follows:

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

Notice to the CONTRACTOR shall be addressed as follows:

Timmy Mardirossian
President
Network Paratransit Systems, Inc.
1510 West Fifth Street
San Bernardino, CA 92411

14. TERM OF AGREEMENT

a. Base Term

This AGREEMENT shall become effective July 1, 2018 and shall continue in full force and effect through June 30, 2020 unless earlier terminated as provided for in **PARAGRAPH 15** of this AGREEMENT.

b. 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 three (3) months. PVTA shall notify CONTRACTOR of such extension at rates in effect during the last monthly period of the full term of this AGREEMENT shall remain in effect during any such extensions.

c. Option Terms

In consideration of the herein AGREEMENT, CONTRACTOR hereby grants the following option, exercisable in writing by mutual agreement of PVTA and the CONTRACTOR.

1. DESCRIPTION – PVTA and CONTRACTOR may extend the service provided by CONTRACTOR under this AGREEMENT for up to four (4) option periods of one-year duration.

2. PRICE - Rate shall be arrived at upon the basis of negotiations and mutual agreement. In each option period the increase in rates shall be limited to a maximum of the annual percentage increase in the Consumer Price Index for the Los Angeles-Long Beach urbanized area for the most recently concluded calendar year.

15. TERMINATION

In accordance with 49 U.S.C. Part 18, PVTA or CONTRACTOR may terminate this AGREEMENT for one or several of the following reasons:

a. Basis of Termination:

1. FOR CONVENIENCE: PVTA may terminate this AGREEMENT, in whole or in part, at any time when it is in the PVTA's best interest, by giving the CONTRACTOR ninety (90) days written notice.

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 DEFAULT: If the CONTRACTOR fails to perform in the manner called for in the AGREEMENT, or if the CONTRACTOR fails to comply with any other provisions of the contract, PVTA may terminate this AGREEMENT for default. Termination shall be effected by serving a Notice of Termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default.

If it is later determined by PVTA that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events, which are not the fault of or are beyond the control of the Contractor, PVTA, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a Termination for Convenience.

PVTA in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR thirty (30) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If CONTRACTOR fails to remedy to PVTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this AGREEMENT within thirty (30) days after receipt by CONTRACTOR of written notice from PVTA setting forth the nature of said breach or default, PVTA shall have the right to terminate the AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude PVTA from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

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.

b. Compensation Upon Termination:

Should either party terminate this AGREEMENT, PVTA shall be liable for costs as specified in **Paragraph 3. PRICE FORMULA**, accrued to date of termination. Thereafter, CONTRACTOR shall have no further claims against PVTA under this AGREEMENT.

c. 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 in **Paragraph 3. PRICE FORMULA**, whichever is greater.

d. 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, as 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.

16. ASSIGNMENT

This agreement shall not be assigned without written consent of PVTA.

17. EQUIPMENT

PVTA shall retain title to all equipment provided by PVTA to the CONTRACTOR during the term of this Agreement. Said equipment is to be returned to PVTA upon termination of this Agreement.

18. NOTICE OF FEDERAL PARTICIPATION

Financial assistance for a portion of the services described in this AGREEMENT was provided using Federal funds from the Federal Transit Administration. This AGREEMENT 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, including, but not limited to, those contained in **Attachment I, Federal Contract Clauses dated November 20, 2017 attached hereto and incorporated by reference.**

19. RETENTION OF RECORDS

The CONTRACTOR shall maintain all project records as requested by the Administrator of PVRTA and in accordance with the requirements outlined in **Section VI, P of Exhibit A, Scope of Work and in Attachment I, Federal Contract Clauses.**

20. CONFIDENTIALITY

The CONTRACTOR shall maintain the confidentiality of its records in accordance with all applicable laws, rules and regulation. The CONTRACTOR shall require all its officers, employees, agents and subcontractors providing services to acknowledge, in writing, understanding of and agreement to comply with said confidentiality provisions.

21. AUDIT

PVRTA reserves the right to require an audit of the financial and performance statistics. Any such audit shall be at the sole expense of the PVRTA.

22. LEGAL AND REGULATORY REQUIREMENTS

In performance of the services described herein, CONTRACTOR shall be responsible to comply with all applicable Federal, State and local requirements including but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, the Americans with Disabilities Act, Federal Transit Administration, Drug and Alcohol Testing requirements and other laws and regulations applicable to contracts utilizing federal funds.

23. CONFLICT OF INTEREST

The CONTRACTOR covenants that he/she 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. CONTRACTOR shall not divert any revenues, passengers or other business from PVRTA to any taxi or other transportation operation of CONTRACTOR.

24. INTERPRETATION

The laws of the State of California shall govern all the rights and duties of the CONTRACTOR and PVTA under this AGREEMENT.

IN WITNESS WHEREOF, this agreement was executed on the day and year first mentioned above.

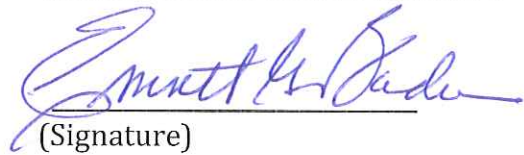
**CONTRACTOR
NETWORK PARATRANSIT SYSTEMS, INC.**


(Signature)

TIMMY MARDIROSSIAN
(Name)

DATE 3/27/2018

**PVTA- POMONA VALLEY
TRANSPORTATION AUTHORITY**


(Signature)

(Name)

DATE _____

Network Cab Agree 2018



NOVEMBER 20, 2017

EXHIBIT A
SCOPE OF WORK
PVRTA DEMAND RESPONSE SERVICES
NON-DEDICATED

I. INTRODUCTION

The Pomona Valley Transportation Authority (PVRTA) is a joint powers agency formed by the cities of Claremont, La Verne, Pomona and San Dimas to fund, plan and provide public transportation services for the Pomona Valley. PVRTA will utilize the CONTRACTOR for the operation and management of demand response (non-dedicated) public dial-a-ride services utilizing contractor provided sedans, minivans or other appropriate vehicles. All PVRTA transportation programs are shared ride services. The CONTRACTOR in the scheduling and operating of PVRTA services shall work to optimize the sharing of rides to promote efficiency and cost effectiveness.

II. SERVICE ADJUSTMENTS

Service may be adjusted at some future time by PVRTA. Adjustments may include, but are not limited to, expanding or decreasing service hours and/or days of service, or increasing or decreasing of service areas, or adjustment to fares or required advance reservations.

CONTRACTOR is required to make changes as requested within thirty (30) calendar days of the receipt of notice. If CONTRACTOR cannot or elects not to make the changes requested, PVRTA shall have the option to cancel the agreement with the CONTRACTOR upon ninety (90) days written notice.

III. SERVICE DESCRIPTIONS

A. GET ABOUT DEMAND RESPONSE SERVICES

The Get About transportation service provides primarily advance reservation, door to door, transportation to seniors over 60 years of age and individuals with disabilities certified eligible by PVRTA. The overall Get About service provides about 135,000 passenger trips annually. The PVRTA Demand Response Contractor will provide approximately 35,000 to 50,000 of these Get About trips via three programs described below. Requests for Get About service may be made up to seven (7) days in advance. Trips taken on a regular basis on the same day of the week and time of day can be set up as subscription trips. Same day and immediate trip requests are accommodated. 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 as well as to designated destinations beyond the extended service area and to the east to the Montclair Plaza, Montclair Trans Center, and Doctor's Hospital in Montclair. About 22,000 passenger trips annually are provided to riders using wheelchairs and other mobility devices. The Get About Demand Response CONTRACTOR will be required to provide approximately 10,000 passenger trips to riders using a mobility device. Response times for the CONTRACTOR'S service to riders using mobility devices must be equivalent to service to ambulatory riders and meet all Get About service standards.

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.

The CONTRACTOR will be responsible to provide demand responsive service operating as a supplement to PVRTA's Get About dedicated vehicle service. The Demand Response CONTRACTOR'S service to Get About shall have three programs:

1) Supplement to Regular Get About service:

For the **Supplement to Regular Get About** service, the CONTRACTOR will receive trip assignments from Get About's dedicated vehicle contractor. These trip assignments shall be transmitted to the CONTRACTOR a day in advance in most cases and at least 45 minutes prior to the scheduled pick-up. The estimated demand for this element of the Get About services is approximately between 14,000 and 22,000 passengers trips annually.

2) Get About "Ready Now"

PVRTA has received federal funding for a same day, immediate response shared-ride transportation program designed to supplement the regular Get About service. The Ready Now service has two components:

a) READY NOW Calls Directly from Riders

The CONTRACTOR will be responsible 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. The CONTRACTOR will be responsible to maintain a reservation line and receive same day trip requests, verify rider eligibility based on client data provided by PVRTA and provide the requested transportation.

b) READY NOW Dedicated Vehicle Contractor Provided Requests

In addition to the READY NOW ride requests received from Get About riders via the dedicated reservation line, the CONTRACTOR will receive and serve trip requests for same day service from the Get About's dedicated vehicle service provider. PVRTA will compensate the CONTRACTOR on a per-passenger trip basis for Get About READY NOW services. We estimate the total number of READY NOW rides to be provided annually (direct call and from van contractor) to be 18,000 to 26,000 annually.

3) Get About "One Step Over the Line"

PVRTA has federal funding to provide transportation to disabled individuals to destinations in San Bernardino County east as far as Mountain Avenue. Service is also provided to specific PVRTA approved medical destinations located further east in San Bernardino County. The CONTRACTOR will receive ONE STEP OVER THE LINE trip assignments from Get About's dedicated vehicle service provider. PVRTA will compensate the CONTRACTOR based on flag drop and mileage for ONE STEP OVER THE LINE. We estimate the number of annual ONE STEP OVER THE LINE trips to be between 5,000 and 8,500 annually.

B. CLAREMONT DIAL-A-RIDE

Description – Claremont DAR is an immediate response, general public, shared ride dial-a-ride. The CONTRACTOR 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 Area and Hours - Service will be limited to within the City of Claremont and destinations outside of Claremont designated by the City of Claremont via PVRTA. 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.

Estimated Ridership – 20,000-35,000 passenger trips annually.

C. SAN DIMAS DIAL-A-CAB

Description - An immediate response, shared ride, general public, dial-a-ride. The CONTRACTOR 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.

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. **Estimated Ridership** - 20,000 to 30,000 passenger trips annually

IV. PVTA RESPONSIBILITY AND AUTHORITY

- A. Pomona Valley Transportation Authority (PVTA) will be responsible for system design, setting of fare levels and transfer policies, productivity analysis, marketing and promotion.
- B. Adjustments to the service shall be the prerogative of PVTA.
- C. No operational changes that affect service, scheduling, hours of operation, response times, or any other characteristics of any PVTA service shall be made by CONTRACTOR without the approval of PVTA.

V. PVTA SUPPLIED ACCESSIBLE VEHICLES

PVTA shall make available to the CONTRACTOR the vehicles set forth in **Exhibit F**. PVTA will lease to the CONTRACTOR the accessible minivans for use in providing PVTA demand response services. Said vehicles shall be available for lease from PVTA for \$250.00 per month.

The CONTRACTOR shall be responsible to supply all vehicles in addition to those made available by PVTA necessary to provide the services outlined in this Scope of Work in accordance with the requirements and performance standards.

a. Receipt and Return of Vehicles

CONTRACTOR shall acknowledge receipt of the vehicles and equipment listed in **Exhibit F** of the RFP, 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 owned equipment, with no deferred maintenance or damage, less reasonable wear and tear. CONTRACTOR shall, at its sole expense, repair or replace any PVTA 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 vehicles and related records shall be surrendered and delivered to the PVTA immediately; and
- The PVTA 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.

VI. CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall be responsible for management and operation of the transportation services provided by the CONTRACTOR to PVTA.

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, maintain 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 services they are providing. CONTRACTOR must also have all applicable state and local business licenses or procure them prior to the start of service. Services shall be provided in accordance with the requirements and conditions set out in this **Scope of Work**.

CONTRACTOR shall furnish all facilities, equipment and services required for the operation and management of said services unless specifically identified to be contributed by the PVRTA.

A. LEGAL AND REGULATORY REQUIREMENTS

In performance of the services described herein, CONTRACTOR shall be responsible to comply with all applicable Federal, State and local requirements including but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, the Americans with Disabilities Act, Federal Transit Administration, Drug and Alcohol Testing requirements and other laws and regulations applicable to contracts utilizing federal funds.

NOTICE OF FEDERAL PARTICIPATION

Financial assistance for a portion of the services described in this Scope of Work is provided using FTA 5310 and FTA 5317 funds from the Federal Transit Administration (FTA). This Agreement will be subject to the requirements of the funding agreement between PVRTA and the Los Angeles County Metropolitan Transportation Authority as well as the provisions of the FTA 5310 and FTA 5317 programs. This Agreement shall be subject to all applicable FTA regulations and the provision of **Attachment I (Federal Contract Clauses)**.

B. PERSONNEL GENERAL

1. The CONTRACTOR shall be solely responsible for the satisfactory work performance of its employees and driver subcontractors and for meeting any reasonable performance standard established by PVRTA.

2. The CONTRACTOR shall be solely responsible for payment of all employees' and/or subcontractor's wages, benefits and other compensation. CONTRACTOR's personnel wages and work hours shall be in accord with the local, county, and state regulations affecting such personnel.

3. Without any expense to the PVRTA, the CONTRACTOR shall comply with the requirements of employee liability, worker's compensation, employment insurance, and social security.

4. The CONTRACTOR shall hold harmless the PVTA, the cities of Claremont, La Verne, Pomona and San Dimas of any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.
5. The CONTRACTOR shall have a personnel program, which includes recruitment, hiring, training, and performance review.
6. CONTRACTOR shall use appropriate driver screening and selection criteria in order to select drivers. These criteria will include Department of Motor Vehicles record check.
7. 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.
8. CONTRACTOR shall maintain a formal training and retraining program, which shall be subject to review and approval by PVTA.
9. All personnel assigned to this project shall be responsible for a general knowledge of the service design to be able to respond to typical rider questions.
10. All project personnel shall maintain a professional, courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Discourtesy, rudeness or the use of profanity will not be tolerated and shall be grounds for immediate removal of the offending personnel from performing work for PVTA.
11. Personnel shall report all passenger complaints and/or any operational problems. The lodging of complaints shall include a qualitative description of the complaints.
12. CONTRACTOR is required to participate in the California Department of Motor Vehicles Pull Notice Program.
13. CONTRACTOR shall be responsible to recruit a sufficient number of bilingual (Spanish and English) employees to ensure that the bilingual communications of PVTA are effectively met. All drivers 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.
14. PVTA's Title VI Program Administrator will develop training guidelines for PVTA and CONTRACTOR personnel. All CONTRACTOR drivers, customer service and dispatch personnel in PVTA service shall receive training in accordance with these guidelines. This training will include the following:
 - How to respond to Limited English Proficiency (LEP) callers

- How to respond to correspondence from LEPs
- How to respond to LEPs in person
- How to document LEP needs
- How to respond to civil rights complaints

C. VEHICLE OPERATORS

1. CONTRACTOR shall maintain a roster of a sufficient number of drivers qualified to provide all required PVRTA services. An updated PVRTA driver roster shall be provided to the PVRTA Administrator monthly.

2. Vehicle operators must be appropriately licensed for the vehicles they operate. Vehicle operators must have a valid California driver's license, as well as any other licenses required by applicable federal, state, and local regulations. CONTRACTOR shall comply with the requirements of the Drug Free Work Place Act of 1988. A vehicle operator who does not pass the finger print background check shall not be permitted to operate a vehicle in PVRTA service.

3. Driver Training Requirements - All drivers providing PVRTA transportation services must meet the minimum training requirements outlined below prior to being allowed to transport PVRTA passengers:

a. Any vehicle operator in PVRTA service shall be trained to competence in all operational policies and procedures relating to the PVRTA service.

b. Drivers shall be trained to competence in the special skills required to provide transportation to elderly and disabled individuals. Drivers shall receive sensitivity training in how to work with and transport disabled individuals.

c. Prior to qualifying to provide PVRTA services, drivers must have received 12 hours of training on PVRTA service standards, paperwork, customer service, door-to-door service (Get About) and passenger assistance for disabled and elderly individuals.

d. Drivers of PVRTA accessible minivans must receive specific training on serving riders using wheelchairs and other mobility devices, ADA requirements and securements.

e. CONTRACTOR'S driver training shall be subject to review and approval by PVRTA.

f. The CONTRACTOR shall maintain records of training received by each driver providing PVRTA services. Said records shall be available for inspection by PVRTA.

5. Drivers shall assist passengers confined to wheelchairs in boarding and shall assure that all mobility devices are secured in the vehicle properly.

6. Drivers shall assist all passengers who have difficulty in boarding. For all door-to-door services (Get About, Ready Now and One Step Over the Line) drivers are required to go to the rider's door to assist them in accessing and boarding the vehicle.

7. Drivers will be required to wear the following basic uniform: Solid color button down shirt, black pants and black shoes.

D. RESERVATIONS, SCHEDULING AND DISPATCHING

PVTA maintains a database of registered riders for all of its services with the exception of the San Dimas Dial-a-Cab. The CONTRACTOR shall provide and maintain a client registration and ride reservation record system which shall include at a minimum client name, city and district (Pomona) of residence, address, mobility device and basic disability information and client ride histories including ride origin and destination addresses. CONTRACTOR shall be responsible to ensure that service is provided eligible registered riders. All PVTA programs are shared ride services. The CONTRACTOR's scheduling systems and procedures shall work to optimize the sharing of rides in order to promote cost effectiveness.

CONTRACTOR shall provide an adequate number of properly trained reservation and dispatch personnel to receive calls, schedule trips, dispatch rides to vehicles. 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 shall provide all telephone equipment and all telephone information and dispatch personnel necessary to effectively respond to incoming calls at a quality and level consistent with patron demand, and in strict accordance with the operating days and hours set forth herein.

E. VEHICLES

The CONTRACTOR shall be responsible to supply all vehicles required for the performance of the services provided by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR may utilize the vehicles available for lease from PVTA as described in Section V of this Scope of Work 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 PVTA to meet PVTA's performance standards. The wheelchair accessible vehicles shall meet all ADA requirements.

F. DEDICATED DRIVERS AND VEHICLES

PVTA may request the Contractor provide drivers and vehicles dedicated to the PVTA service. These dedicated vehicles shall operate only in PVTA service and shall not accept trips

for other services during their dedicated shift. PVRTA shall compensate the contractor for dedicated vehicles and drivers at an hourly rate as delineated in this Agreement. Rides provided by the dedicated driver may be included in the CONTRACTOR'S per trip service billings to PVRTA. The number and hours of service for dedicated drivers and vehicles shall be determined by PVRTA and may be adjusted periodically by PVRTA to meet service needs. PVRTA shall have the right of approval of personnel selected to serve as dedicated drivers.

G. PROJECT MANAGER

Subject to the approval of PVRTA, the CONTRACTOR shall identify a project manager whose primary office shall be located within a 5-mile radius of the PVRTA service area. The project manager shall be available by telephone or in person during normal business hours to make decisions and address customer and service issues. The Project Manager shall show by decision and action to be competent in all aspects of the PVRTA's services.

The CONTRACTOR shall provide for a change in the Project Managers upon six weeks' notice by PVRTA. CONTRACTOR shall not replace the Project Manager without written consent of the PVRTA unless the Project Manager is no longer be employed by CONTRACTOR. If Project Manager is to be replaced, CONTRACTOR shall submit the resume and qualifications of a replacement acceptable to PVRTA 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, PVRTA may deduct the Project Manager's compensation from CONTRACTOR's payments.

H. MAINTENANCE

CONTRACTOR shall be responsible for the maintenance of all vehicles required in connection with its provision of services to PVRTA. Said equipment shall be maintained in a safe and operable condition at all times and in accord with manufacturer's recommended maintenance procedures as well as with applicable federal and state regulations.

1. CONTRACTOR shall provide all labor, lubricants, solvents, repairs, parts, supplies, maintenance tools and equipment, facilities and services required to fulfill these maintenance responsibilities.

2. CONTRACTOR shall perform daily vehicle servicing on all vehicles used in revenue service. CONTRACTOR shall develop, implement and maintain a written checklist of items included in the daily servicing of each vehicle. The checklist will be utilized and kept on file for PVRTA review.

3. Vehicles shall be easily recognized and marked. Vehicles shall be maintained on a regular schedule with regular preventive maintenance inspections at a minimum of every 5,000 miles. Vehicle maintenance records shall be kept for at least one year and as required by the California Highway Patrol. Contractor shall provide copies of the completed preventive maintenance check lists to PVRTA. Preventative maintenance inspection shall be performed on all PVRTA owned vehicles every 45 days or 5,000 miles, whichever occurs first.

4. CONTRACTOR shall maintain vehicles in a clean and neat condition at all times.

5. Maintenance records shall be maintained in such a manner so as to fulfill any applicable state or federal requirement, as well as any needs of PVRTA, to enable it to accurately evaluate CONTRACTOR's maintenance performance.

Records of all maintenance and inspections shall be made available to PVRTA, and/or such other regulatory agencies with jurisdiction when requested. Maintenance records for all PVRTA owned vehicles shall be provided to PVRTA monthly. CONTRACTOR shall prepare maintenance records and reports for PVRTA supplied vehicles in a form, and according to a schedule, approved by PVRTA.

6. Vehicles utilized in service shall be safe for operation on public streets and freeways and meet all requirements in the California Vehicle Code for said vehicles. All parts of vehicles shall conform to the California Vehicle Safety Standards and the California Administrative Code, Title 13 if applicable. Particular attention shall be directed to CHP Motor Carrier Safety Regulations.

7. PVRTA reserves the right, in its sole discretion, to review maintenance records of, inspect and reject temporarily or permanently, by notice to CONTRACTOR, any vehicle CONTRACTOR utilizes which PVRTA deems unacceptable.

8. Any subcontracting of maintenance functions shall be subject to PVRTA's prior written approval. Any maintenance services provided by a subcontractor shall be in compliance with standards set forth in this Scope of Work.

I. FARES AND TRANSFER POLICY

1. Fares and transfers shall be determined by PVRTA.

2. Drivers will be required to honor tickets, passes, and fare cards; collect, cancel and/or validate passes and tickets, issue as determined by PVRTA.

3. CONTRACTOR shall assure that each patron pays the appropriate fare for the transportation service provided. ***Drivers are required to follow PVRTA policies regarding rider identification to verify service and discount fare eligibility.***

4. Drivers will, when requested by PVTA hand out notices to passengers or otherwise render assistance to PVTA customer relations, promotion, and monitoring and supervisory functions.

2. All fares collected shall be the property of the Pomona Valley Transportation Authority.

6. All fares shall be recorded daily and reported to the Pomona Valley Transportation Authority monthly. The amount of the collected fares must correspond to the reported number of passengers carried.

7. The total amount of the fares collected is to be retained by the CONTRACTOR and deducted from CONTRACTOR's monthly service charges.

J. SAFETY PROGRAM

CONTRACTOR shall assume full responsibility for assuring that the safety of passengers; operations personnel and the vehicles and equipment are maintained at the highest possible level. CONTRACTOR shall comply with all applicable California Highway Patrol and OSHA requirements.

K. ACCIDENT AND INCIDENT PROCEDURES

CONTRACTOR shall comply with all accident and incident reporting procedures established by the PVTA. CONTRACTOR shall report accidents, passenger injuries, and passenger disturbances in service.

All traffic accidents, irrespective of injury, shall be reported to local Police Department or Highway Patrol, 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 writing by CONTRACTOR of any accident or incident resulting in loss or damage within five days. In cases involving injury, CONTRACTOR shall notify PVTA Administrator immediately upon receipt by CONTRACTOR of such information.

L. DISPATCHING

For the Claremont, San Dimas and Ready Now services the Contractor will receive ride requests directly from passengers and will be required to provide a dedicated local phone number for each service. The Contractor will bear the cost of any equipment and toll charges.

For the Get About service the Contractor will receive trip assignments from Get About's van contractor. Said requests shall be transmitted to the Contractor at least 45 minutes prior to the scheduled pick-up and in most cases a day in advance of the scheduled pick up.

M. 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 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 an acceptable distance from the PVRTA service area or which has been agreed to in writing by PVRTA.
- An enclosed workspace sufficient to allow maintenance personnel to service vehicles and be protected from the weather.
- A paved shop floor.
- 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.

N. RECORDS AND REPORTING- The CONTRACTOR shall maintain all project records as requested by the Administrator of PVRTA.

1. General Provisions

a. CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for PVRTA under this Agreement on file for at least three (3) years following the date of final payment to CONTRACTOR by PVRTA. The above records retention requirement shall include daily drivers logs, dispatch records, as well as all other books, records and documents. Any duly authorized representative of PVRTA 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. PVRTA shall have the right to audit payments made to drivers as well as lease and other charges made to drivers – CONTRACTOR shall provide said documentation within 10 days of a request from PVRTA.

- b. All project records prepared by the CONTRACTOR shall be owned by the PVRTA and shall be made available to the PVRTA at no additional charge.
- c. PVRTA utilizes the TransTrack data management system. The CONTRACTOR will be responsible to load the required data accurately into the TransTrack system.
- d. Summary reports shall be provided monthly to the Administrator of PVRTA. Said monthly reports shall be received no later than the 15th calendar day of the following month.
- e. The format to be used for operating reports and monthly summaries shall be developed by the CONTRACTOR and approved by the Administrator of PVRTA. The CONTRACTOR shall certify as accurate all information given to PVRTA.

2. Daily Records

Daily passenger and vehicle trip logs shall be maintained and shall include, but not be limited to, the following:

- a. Driver name and vehicle number
- b. Total daily passenger counts, no show counts, fare type, city and passenger category
- c. Passenger name and address as well as drop-off address
- d. Passenger pick-up and drop-off times
- e. Mileage recorded for each passenger pick-up and drop-off.

3. Monthly Summaries

a. The CONTRACTOR shall compile and submit to the PVRTA summary reports 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:

- Number of Passengers by City of residence and by Pomona Council District for Get About
- Passenger data by rider and fare category
- Vehicle revenue miles
- Vehicle revenue hours
- Fares collected
- No-Shows
- Cancellations (Data is to be broken down by day)
- Ridership count of 40 most popular destinations
- b. Reports shall be in a form acceptable to PVRTA.
- c. Report shall include, at a minimum, the following:
 - Accidents by FTA category
 - Road calls

4. Service Performance Data

The CONTRACTOR shall provide performance data broken down by PVTA service to PVTA monthly.

- *On time performance* -Measured by reservation window (-5 to 15+) for advance reservations and from receipt of call to pick up (<45 minutes) for immediate response requests.
- *Average wait time by day*-For immediate response requests
- *Average hold time by day*-For the reservation phone lines, number of reservation calls on hold for 3,5 and 10 minutes.
- *Numbers of missed trip by service*

5. National Transit Database

PVTA, and the City of Claremont are required by their funding sources to submit accurate National Transit Database information. The CONTRACTOR is responsible to become familiar with National Transit Database reporting requirements and to supply accurate financial and operating data, which complies with above described requirements.

6. MAINTAINANCE RECORDS

The CONTRACTOR shall maintain the following records for all PVTA vehicles:

- a. VIN# & Vehicle #
- b. Description of any work performed (work orders) by date
- c. Odometer readings

These items shall be reported to PVTA monthly.

O. CONFIDENTIALITY

The CONTRACTOR shall maintain the confidentiality of its records in accordance with all applicable laws, rules and regulation. The CONTRACTOR shall require all its officers, employees, and agents and subcontractors providing services to acknowledge, in writing, understanding of an agreement to comply with said confidentiality provisions.

P. MINIMUM PERFORMANCE STANDARDS

PVTA has established the following minimum standards for the services operated by the successful CONTRACTOR.

	MINIMUM	STANDARD
a.	On-time advance reservations (Get About) pick-up within a 15-minute reservation window	92%

b.	On-time immediate response - pick up	
	<30 minutes of call for pick up	92%
	<45 minutes of call for pick up	95%
c.	Average Wait-Time for immediate response requests	<25 min.
d.	No-Shows	<3%
e.	Valid complaints per month for demand response services	<4
f.	Missed trips	
	45+ minutes late for advanced reservations	<0.5%
	75+ for immediate response	<1.0%
g.	Average phone hold time by day	<90 seconds

The CONTRACTOR'S failure to meet any of the standards listed above in any two-month period shall constitute a default of the agreement between PVTa and the CONTRACTOR and may be cause for termination of the agreement by PVTa. In the case of such default, PVTa shall notify the CONTRACTOR of any deficiencies and allow the CONTRACTOR to correct the noted deficiencies. If the CONTRACTOR fails to correct said deficiencies within 30 days PVTa may terminate the agreement upon no less than 60 days written notice to the CONTRACTOR.

Demand Response Scope of Work, October 2017