

PVTA RFP for TRANSPORTATION SERVICES
ATTACHMENT 1
FEDERAL CONTRACT CLAUSES
OCTOBER 21, 2019

[Numbering of clauses and clause language is based on FTA Report No. 0105, FTA
Best Practices Procurement and Lessons Learned Manual, October 2016.]

1. ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

6. CHARTER SERVICES

The contractor agrees to comply with 49 U.S.C 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance and prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323 (d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing,

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees:

1. It will not use any violating facilities;

2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution control Act as amended, (33 U.S.C. §§1251 -1387)

8. CIVIL RIGHTS AND EQUAL OPPORTUNITY

AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of the Act, 40 U.S.C. §3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employee during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

11. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 D.F.F. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY it is later determined by the AGENCY the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2C.F.R. part 180, subpart C, as supplemented by 2C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this

offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

AGENCY and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to AGENCY, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

19. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. **Special Arrangements.** The conditions of 49 U.S.C § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

20. RECYCLED PRODUCTS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered

21. SAFE OPERATION OF MOTOR VEHICLES

Seat Belts Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

22. SCHOOL BUS OPERATIONS

The Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
 2. Require the Contractor to take such remedial measure as FTA considers appropriate.
- When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

24. SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or AGENCY to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of

person responsible for receiving information). 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.

25. TERMINATION

Termination for Convenience

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Convenience (Professional or Transit Service Contracts)

The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Opportunity to Cure

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] 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 AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

26. VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [AGENCY to define].

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY's Administrator. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Pomona Valley Transportation Authority
Request for Proposals-Transportation Services
Form 1**

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

PVTA RFP for Transportation Services
Form 2
Certification for Suspension and Debarment
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION
(To be submitted with all bids exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public _____

My Appointment Expires _____

PVTA RFP for Transportation Services
FORM 3
POMONA VALLEY TRANSPORTATION AUTHORITY
DRUG-FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME _____

The contractor named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 9b), to inform employees about all the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355 (c), that every employee who works on the proposed contract:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME: _____

DATE EXECUTED: _____

EXECUTED IN THE COUNTY OF: _____

CONTRACTOR SIGNATURE: _____

TITLE: _____ FEDERAL I.D. NUMBER: _____

**PVTA REQUEST FOR PROPOSALS
TRANSPORTATION SERVICES
FORM 4
INSTRUCTIONS - LOCAL AGENCY PROPOSER RC-DBE COMMITMENT**

ALL PROPOSERS:

PLEASE NOTE: It is the proposer's responsibility to verify that the RC-DBE(s) falls into one of the following groups in order to count towards the RC-DBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Hispanic American, 5) Subcontinent-Asian American, and 6) Woman. This information must be submitted with your proposal. Failure to submit the required RC-DBE commitment will be grounds for finding the proposal nonresponsive.

A "RC-DBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, Hispanic American, Subcontinent-Asian American, or Woman.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract RC-DBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to RC-DBEs (or performed if the proposer is a RC-DBE). The RC-DBE prime contractors shall indicate all work to be performed by RC-DBEs including work to be performed by its own forces, if a RC-DBE. The RC-DBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter RC-DBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified RC-DBEs to perform the work (must be certified on the date proposals are due and include RC-DBE address and phone number).

There is a column for the percent participation of each RC-DBE. Enter the Total Claimed RC-DBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the RC-DBE, describe exact portion of time to be performed or furnished by the RC-DBE.) **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Form 6 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

LOCAL AGENCY PROPOSER RC-DBE COMMITMENT

This form must be submitted with the proposal.

Local Agency		Location	
Project Description			
Proposal Date			
Proposer's Name			
Contract RC-DBE Goal (%)			

Work Item Number	Description or Services to be Subcontracted (or contracted if the Proposer is a RC-DBE)	DBE Certificate Number and Expiration Date	Name of Each RC-DBE (must be certified prior to submission- include RC-DBE address and phone number)	Percent Participation of Each RC-DBE

FOR AGENCY TO COMPLETE

Agency Proposal Number _____

Federal-Aid Project Number _____

Federal Share _____

Proposal Date _____

Agency certifies that the DBE certifications have been verified and all information is complete and accurate/unless noted otherwise.

Signature of Agency Representative

Agency Representative (please print or type)

(_____) _____
Phone Number

Total Claimed RC-DBE Commitment: _____%

Signature of Proposer

(_____) _____
Date Phone Number

Person to Contact (please print or type)

Distribution: (1) Original - Agency files

Local Agency Proposer RC-DBE Commitment (Consultant Contracts) – Rev 062113

**PVTA REQUEST FOR PROPOSALS
TRANSPORTATION SERVICES
FORM 5
INSTRUCTIONS - BIDDER'S LIST OF SUBCONTRACTORS
(DBE AND NON-DBE) PART I AND PART II**

ALL PROPOSERS:

The U.S. Department of Transportation (DOT) requires PVTA to maintain a “Bidders List” containing information about all firms (DBE and non-DBE) that bid, propose or quote on PVTA’s DOT-assisted contracts, in accordance with 49 CFR Part 26.11, for use in the Metro’s overall triennial DBE goal-setting process. Therefore, the Proposer shall provide the requested information for every firm who submitted a quote, bid, or proposal, including the primary Proposer, whether successful or unsuccessful in their attempt to obtain a contract:

- a. Firm name;
- b. Firm address;
- c. Phone number
- d. A description of the work that each DBE will perform;
- e. Range of annual gross receipts for the last year;

PART I - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal.

PART II - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal but were not selected to participate as a subcontractor on the project.

It is the Proposers responsibility to verify that the RC-DBE(s) falls into one of the following six groups in order to count towards the RC-DBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Hispanic American, 5) Subcontinent-Asian American, and 6) Woman.

RFP FORM 5 – BIDDERS LIST

Proposer

RFP Number

The U.S. Department of Transportation (DOT) requires SUBRECIPIENT to create and maintain a Bidders List containing information about all firms (DBEs and non-DBEs) that bid, propose, or quote on SUBRECIPIENT's DOT-assisted contracts in accordance with 49 C.F.R., Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Proposer is to complete all requested information for every firm that submitted a bid, proposal, or quote, including the Proposer itself and any proposed subconsultants. The Bidders List form shall be submitted with each proposal submitted by the Proposer to SUBRECIPIENT and for all bids, proposals, or quotes received by the Proposer for the pre-construction phase of this Project. Please note that SUBRECIPIENT will request that this form be executed again if Proposer is awarded construction work on the Project as new subcontractors will then need to be identified. s. ***The Bidders List content will not be considered in evaluating the proposal or determining award of any contract.***

1.0 Proposer's Information

Name of Prime's Firm:

Phone: () -

Firm Address:

Fax: () -

Type of work/services/materials provided:

City

ST

ZIP

Number of years in business:

Contact Person:

Title:

Is the firm currently certified as a DBE under 49 C.F.R., Part 26? ☐ Yes ☐ No

Check the box below for your firm's annual gross receipts last year:

Proposer has DBE Certification in the following categories (place an "X"):

- ☐ African American ☐ Asian Pacific American
☐ Native American ☐ Woman
☐ Hispanic American ☐ Subcontinent Asian American
☐ Other

- ☐ Less than \$1 million
☐ Less than \$5 million
☐ Less than \$10 million
☐ Less than \$15 million
☐ More than \$15 million

RFP FORM __ (CONT'D) – BIDDERS LIST

Note: Each proposed subcontractor shall complete this form, and the Proposer will submit it with its proposal.

1.0 Subcontractor's Information			
Name of Subcontractor's Firm:			Phone: () -
Firm Address:			Fax: () -
City	ST	ZIP	Type of work/services/materials provided:
Number of years in business:			
Contact Person:			Title:
Is the subconsultant's firm currently certified as a DBE under 49 C.F.R., Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No			Check the box below for your firm's annual gross receipts last year:
Subconsultant has DBE Certification in the following categories (place an "X"): <input type="checkbox"/> African American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Woman <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other			<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million

If necessary, this Bidders List form can be duplicated to include all firms (DBEs and non-DBEs) that have submitted a bid, proposal, or quote on this DOT-assisted Project, whether successful or unsuccessful in their attempt to obtain a contract.

**PVTA REQUEST FOR PROPOSALS
TRANSPORTATION SERVICES
FORM 6
RC-DBE INFORMATION - GOOD FAITH EFFORTS**

Bid Opening Date: _____

PVTA has established a Race-Conscious Disadvantaged Business Enterprise (RC-DBE) goal of 2.0% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest Proposers shall submit the following information to document adequate good faith efforts. Proposers should submit the following information even if the "Local Agency Bidder – RC-DBE Commitment" form indicates that the Proposer has met the RC-DBE goal. This will protect the Proposer's eligibility for award of the contract if the administering agency determines that the Proposer failed to meet the goal for various reasons, e.g., a RC-DBE firm was not certified at bid opening, or the Proposer made a mathematical error.

Submittal of only the "Local Agency Bidder RC-DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following types of actions will be considered as part of the Proposer's Good Faith Efforts to obtain RC-DBE participation:

- a. The names and dates of each publication in which a request for RC-DBE participation for this project was placed by the Proposer. Attach copies of advertisements or proofs of publication:

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

- b. The names and dates of written notices sent to certified RC-DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the RC-DBEs were interested. Attach copies of solicitations, telephone records, fax confirmations etc.

Names of RC-DBEs Solicited

Date of Initial Solicitation

Follow Up Methods and Dates

- c. The items of work which the Proposer made available to RC-DBE firms, including, where appropriate, any break down of the contract work items (including those items normally performed by the Proposer with its own forces) into economically feasible units to facilitate RC-DBE participation. It is the Proposer's responsibility to demonstrate that sufficient work to facilitate RC-DBE participation was made

Items of Work	Proposer Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
available to UD.				

- d. The names, addresses and phone numbers of rejected RC-DBE firms, the reasons for the Proposer's rejection of the RC-DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each RC-DBE if the selected firm is not a RC-DBE.

1. Names, addresses and phone numbers of rejected RC-DBEs and the reasons for the Proposer's rejection of the RC-DBEs:

2. Names, addresses and phone numbers of firms selected for the work identified above:

- e. Efforts made to assist interested RC-DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to RC-DBEs:

- g. Efforts made to assist interested RC-DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the RC-DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- h. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using RC-DBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.

Name of Agency/Organization	Method/Date of Contact	Results

- i. Any additional data to support a demonstration of good faith efforts please include here.

**Proposers are advised to attach all requested documents to this form.
Include any and all supplemental materials necessary in order to demonstrate Good Faith Efforts.**

PVTA RFP Attachment 3

FIRST TRANSIT WAGES AND FRINGE BENEFITS FOR PVTA

Union Member Benefits – Covered by the CBA provided

PAID HOLIDAY: All full time non- probationary employees shall be eligible for six (6) paid holidays per year. Affective 2021, all full time non- probationary employees shall be eligible for seven (7) holidays per year. Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas (Presidents Day to be added in year 2021).

VACATION: Full time employees covered by this agreement shall receive vacation with pay each year according to their seniority date, as follows:

1 year of service 2 years of service 5 years of service 10 years of service

5 days 10 days 15 days 20 days

In order to receive full vacation, an employee must have worked at least 80% of their scheduled work hours (1920 – based on 48 work weeks due to scheduling needs) during the year on which the vacation is based. If an employee works less than 80%, his/her vacation will be prorated to the nearest full workday.

HEALTH: First Transit will pay 90% of the premiums for employee only coverage. The employee shall be responsible for remaining 10%.

A. Employee plus one/ Family: First Transit shall pay 80% of the premiums for medical coverage for, employee plus one and family coverage. The employee shall be responsible for 20%.

DENTAL: First Transit shall pay 90% of the cost for the dental plan for employee only coverage. The employee shall pay the remaining 10%.

A. Dental Plan Employee plus one/ Family: First Transit shall pay 80% of the cost for the employee dental plan plus one and family coverage. The employee shall pay the remaining 20%.

VISION: First Transit shall pay 90% of the cost for the vision plan for employee only. The employee shall pay the remaining 10%.

A. Employee plus one/ Family: First Transit shall pay 80% of the cost for the vision plan for employee plus one and family coverage. The employee shall be responsible for the remaining 20%.

SICK LEAVE: All employees shall receive three (3) sick paid days per calendar year. **401K PLAN:** Provided for employee Retirement Saving with company match.

LIFE INSURANCE: \$10,000 employee coverage

Non Union Benefits

PAID HOLIDAY: All full time non- union employee shall be eligible for six (6) paid holidays per year. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas.

VACATION: All full time employees shall receive after one (1) year of continuous employment a paid vacation of one (1) week. 2-4 year employees receive 2 weeks paid vacation. 5-9 year employees receive 3 weeks vacation. 10 year and higher employees receive 4 weeks vacation.

HEALTH: Several healthcare tiers will be offered to non-union employees at a minimal cost. Healthcare for non-union employees will cover several aspects of care including but not limited to basic medical, preventative care, treatment, vision and dental care.

SICK LEAVE: All employees shall receive three (3) sick paid days per calendar year. **401K PLAN:** Provided for employee Retirement Saving with company match.

LIFE INSURANCE: Life insurance will be available to all non-union employees. Life insurance benefit payout will be equal to employee's annual pay.

WAGES

First Transit – Pomona Employee List (Excluded Exempt Employees)

Position	#	Average Pay Rate 10/21/2019
Drivers (Full Time)	20	\$15.87
Drivers (Part Time)	2	\$15.87
Dispatch	5	\$16.91
Administrative Assistant	1	\$16.15
Mechanics	1	\$24.00
Utility	1	\$14.00

Vehicles								
Unit #	License #	Description	Purchase Date	Funding Source	Mileage	Replacement Date	Amb Capacity	W/C Capacity
148	1517042	2016 Ford E450 Starcraft	10/17	FAP	48,514	FY 2025	18	4
149	1517043	2016 Ford E450 Starcraft	10/17	FAP	44,677	FY2025	18	4
150	1518605	2016 Ford E450 Champion (Low floor)	10/17	FAP	28,225	FY2025	13	3
151	1299365	2016 Ford E450 Champion (Low floor)	10/17	FAP	26,881	FY2025	13	3
152	1550151	2018 Starcraft	07/18	Prop A	19,199	FY2024	18	4
153	1550147	2018 Starcraft	07/18	Prop A	20,551	FY2024	18	4
154	1550148	2018 Starcraft	07/18	Prop A	20,205	FY2024	18	4
155	1550150	2018 Starcraft	07/18	Prop A	20,000	FY2024	18	4
831	1397235	2013 Starcraft	07/13	5310 CalTrans	92,135	FY2022	18	4
832	1397412	2013 Starcraft	07/13	5310 CalTrans	102,151	FY2022	18	4
833	1397320	2013 Starcraft	07/13	5310 CalTrans	100,591	FY2022	18	4
834	1397321	2013 Starcraft	07/13	5310 CalTrans	110,147	Retire	18	4
835	1397319	2013 Starcraft	07/13	5310 CalTrans	89,588	Retire	18	4
836	1397318	2013 Starcraft	07/13	5310 CalTrans	98,083	Retire	18	4
837	1474656	2016 Starcraft	08/16	5310 MTA	52,124	FY2023	18	4
838	1474657	2016 Starcraft	08/16	5310 MTA	49,557	FY2023	18	4
839	1474658	2016 Starcraft	08/16	5310 MTA	49,073	FY2023	18	4
840	1474659	2016 Starcraft	08/16	5310 MTA	52,510	FY2023	18	4
841	1474660	2016 Starcraft	08/16	5310 MTA	54,398	FY2023	18	4
842	1474661	2016 Starcraft	08/16	5310 MTA	53,705	FY2023	18	4
843	1578610	2019 Starcraft	09/19	5310 MTA		FY2026	18	5
844	1578636	2019 Starcraft	09/19	5310 MTA		FY2026	18	5
845	1578637	2019 Starcraft	09/19	5310 MTA		FY2026	18	5
846	1578638	2019 Starcraft	09/19	5310 MTA		FY2026	18	5
847	1578639	2019 Starcraft	09/19	5310 MTA		FY2026	18	5
848	1578641	2019 Starcraft	09/19	5310 MTA		FY2026	18	5
581	37056K2	2017 Dodge Braun	02/18	Prop A	50,521	FY2022	4	2
582	37057K2	2017 Dodge Braun	02/18	Prop A	58,026	FY2022	4	2
583	*	Dodge Braun*	*	5310 MTA		FY2025	4	2
584	*	Dodge Braun*	*	5310 MTA		FY2025	4	2
585	*	Dodge Braun*	*	5310 MTA		FY2025	4	2
586	*	Dodge Braun*	*	5310		FY2025	4	2
587	*	Dodge Braun*	*	Prop A		FY2024	4	2
588	*	Dodge Braun*	*	Prop A		FY2024	4	2

**License number, model and delivery subject to grant execution*

Radios		
Serial#	Description	Purchase Date
001TGC0809	Motorola Radio	10/06
001TGC0829	Motorola Radio	10/06
001TGC0815	Motorola Radio	10/06
001TGC0811	Motorola Radio	10/06
001TGL1979	Motorola Radio	10/06
001TGC0624	Motorola Radio	10/06
001TGC0823	Motorola Radio	10/06
001TGL1973	Motorola Radio	10/06
001TGC0812	Motorola Radio	10/06
001TG00757	Motorola Radio	10/06
001TGL1981	Motorola Radio	10/06
001TGL1976	Motorola Radio	10/06
001TGC0816	Motorola Radio	10/06
001TGC0817	Motorola Radio	10/06
001TGC0862	Motorola Radio	10/06
001TGL1978	Motorola Radio	10/06
001TGC0814	Motorola Radio	10/06
001TGC0766	Motorola Radio	10/06
001TGC0874	Motorola Radio	10/06
001TGC0883	Motorola Radio	10/06
001TGC0818	Motorola Radio	10/06
001TGL1977	Motorola Radio	10/06
001TGL1558	Motorola Radio	03/08
001TGC0878	Motorola Radio	03/08
001TGC0895	Motorola Radio	03/08
001TGY1268	Motorola Radio	10/08
008TJE3409	Motorola Radio	11/08
THY0830	Motorola Radio	12/09
THY0984	Motorola Radio	12/09
TGL1932	Motorola Radio	12/09

Phone Equipment		
# of units	Description	Purchase Date
1	AltiGen Max 1000 R Server VoIP System	10/08
1	Additional Power Supply	10/08
5	AltiGen IP710 Telephone	10/08
	AltiTouch 510 Telephone w/Caller ID	10/08
1	AltiGen Max Access Board, 4 Analog Trunk	10/08
1	AltiGen ACM VR Manager Call recording	10/08
1	Dell Mini Tower Computer (320GB)	07/08
1	Flat Panel Monitor	07/08

PVTA RFP for Transportation Services

Attachment 5

Scheduling and Dispatching Software System Desired Attributes

The CONTRACTOR will provide a Scheduling and Dispatching Software System capable of meeting PVTA service requirements. The desired features and attributes of the system identified by PVTA are detailed below:

1. Client Database

a. Data Conversion or Import of Existing Client Database

- i. The CONTRACTOR as soon as practical after award of the Agreement will evaluate PVTA's current client database and develop an import process that converts the entire existing client database into a compatible format for use in the scheduling and dispatching software solution provided by the proposer.
- ii. PVTA's current client database exists in an application (CardOne) independent of PVTA's current scheduling software

b. Database Attributes

- i. Client database shall be capable of providing a full range of data elements for each client.
- ii. System shall be capable of tracking trip purpose for each trip with user customization possible in terms of defining various trip purposes.
- iii. The CONTRACTOR shall be responsible for providing a fully functional client file suitable to transit system needs.

c. Customer Look up, Edit, Details

- i. The customer database should allow customer service agents to readily look-up client records for edit, trip-booking, etc. System shall permit editing of all fields in a customer records on a real-time basis.
- ii. System shall be capable of recording and displaying trip history details specific to each client.
- iii. System must have the ability to capture information on trip cancellations and no-shows specific to individual customers.

2. Mapping Functions

a. General

- i. The system should provide real-time, map-based functionality in the software product offered.

- b. Service Area
 - i. PVTa requires that the service area boundaries of distinct service areas be readily identifiable and graphic functionality be present to determine within which service areas a trip request would fit.
- c. Map Features and Attributes
 - i. Base maps should contain current attributes on street segments, addressing, speed limits, etc. The CONTRACOTR will be responsible for supplying a fully up-to-date map complete with all attributes necessary for point-to-point scheduling using coordinate geography (not zones). Street network shall permit definition of segment characteristics, such as speed limits, one-way direction, etc.
 - 1. PVTa prefers the use of either widely used (Google) or open-data (OpenStreetMap) mapping data within the software application.
 - ii. System should provide methods of allowing user editing of the base map to add new streets, change municipal boundaries, define incomplete address ranges, etc., or feedback mechanism through which improvements to the map can be and are readily made by the proposer or a third party.
 - iii. Mapping functionality shall include ability to define service-based zones, such as fare zones, etc. This is critical functionality that must be provided.
 - iv. PVTa prefers a system that displays information about local fixed-route transit agencies in order to provide feedback to system users regarding these nearby transit features.
- d. Geocoding
 - i. Proposer will identify the geocoding engine to be utilized in the process and indicate or demonstrate its effectiveness.
- e. Distance Computation
 - i. System shall have the capability to use street level GIS map data speed to calculate driving and length duration during the scheduling process.
 - ii. This information should also be stored with respect to individual trips.
- 3. Trip Reservations
 - a. Trip Details Entry
 - i. System should facilitate fast and accurate trip booking.
 - ii. System shall be capable of processing same day trip orders.
 - iii. System shall be capable of automatically generating trip reversals, or booking the return trip from the originating trip destination to trip origin.

- iv. System shall be capable of scheduling based on requested pick-up time or customer appointment time and shall take into account appropriate travel time variance to ensure on-time arrival at a destination.
 - b. Standing Order Trip Entry
 - i. System shall be capable of accepting standing orders. System shall permit day of the week type travel dates and monthly calendar based travel dates, (e.g., first and third Wednesday of each month).
 - ii. System shall be capable of setting finite limits on the length of subscription orders.
 - c. Trip Reservation Editing
 - i. System shall provide means for a customer service representatives to easily and quickly access existing trip reservations for the client in order to edit travel destination, trip dates, and/or travel times.
 - ii. System shall permit cancellation of any trip in the system in advance consistent with defined system policies on trip cancellations.
 - iii. System shall maintain a trip edit and cancellation record, by client.
 - d. Suspended Service
 - i. System shall be capable of temporarily suspending a client's eligibility for service. During this period, system shall not permit trip booking.
 - e. Personal Care Attendants, Companions, and Escorts
 - i. System shall be capable, during the course of the reservation entry process, of allowing customer service agents to add personal care attendants and companions to the trip order.
 - f. Fare Computation
 - i. System, at the conclusion of trip booking, shall provide a confirmation of the booking with fare(s), if applicable, to be paid by the user(s), escorts, or companion.
4. Scheduling Functionalities
- a. System should have capability to perform fully automated scheduling, either in batch mode or in the scheduling of individual trips.
 - b. Overall Scheduling Functionality
 - i. The system should provide dispatchers with web-based tools to proactively manage On Time Performance, no-shows, cancellations, subscriptions and late trips. The web-based tools provided will allow managers/supervisors to monitor their driver's performance on real-time.
 - ii. The system should optimize same day trip orders with advance trip orders and automatically send updates to the driver application. The

- scheduling process shall have the capability of being completely automated and have a proven capability to function without a scheduling position initiating the scheduling.
- iii. The automated scheduling process should continuously look to improve schedules based on real time operating factors such as cancellations, no-shows, vehicles positions, driver performance, etc.
 - iv. Different levels of optimization, configurable on a per driver basis, should allow the system administrators to set policies for the general manner in which automated scheduling takes place.
 - v. All automatic scheduling features will have either a manual confirmation or override. All schedules will be manually editable.
- c. **Unscheduled Trips**
- i. System should permit trips to be placed in the system as booked but unassigned to a specific run.
 - ii. System should be capable of permitting automatic insertion of such trips into the schedule, with automatic dynamic updating of the remaining scheduled pick-ups and drop-offs on the run.
- d. **Distinct Services and Zones**
- i. System must be capable of scheduling trips across distinct services with different but overlapping service zones, in accordance with PVRTA's established services.
 - ii. System must be capable of recognizing zones and services and assign trips to the proper zone or service with dedicated vehicles and staff, as well as to manage to distribution of rides to vehicles normally reserved for other services.
- e. **Validation/Violations**
- i. System should have internal validation controls to ensure that schedules do not violate schedule and work rules.
 - ii. Additionally, system shall have capacity to evaluate overall travel time for individual passengers to ensure that system travel time limitations are not exceeded.
 - iii. System shall be capable of identifying trips that violate system parameters on a real-time basis.
- f. **Manual Override**
- i. System shall provide the capability of scheduling staff to manually move trips after schedule development.
 - ii. When such overrides are made, the system shall record and time-stamp the override action in the trip record (or in an associated database) in

order to provide a historical account of changes to the original (booked) reservation.

- g. Labor Rules
 - i. System shall be capable of scheduling trips to established runs taking into account system labor rules on work hours, breaks, and employee work hours.
 - h. Accessibility Awareness
 - i. In assigning passengers to vehicles and/or vehicles to system runs, system shall be capable of recognizing the need for accessible vehicles, vehicle capacity, etc., in making said assignments.
5. Dispatching Functionalities
- a. Access to Dispatch Information
 - i. System should allow dispatchers access to run itineraries based on run number, vehicle number, or client name. System shall be capable of displaying the run number, number of passengers on the run, scheduled arrival time, estimated time of arrival and any special circumstances.
 - b. Driver Assignment
 - i. System should be capable of assigning drivers to runs. System shall take into account driver work schedules, qualifications, and other factors to ensure compliance with system policies.
 - c. Vehicle Assignment
 - i. System should be capable of assigning vehicles to scheduled runs taking into account mobility needs of customers assigned to the run, thereby ensuring sufficient wheelchair capacity at all times.
 - ii. Dynamic updating of assigned vehicles must be possible in order to take into account vehicles pulled from service.
 - d. Cancellations/No-Shows
 - i. System should be capable of allowing dispatchers to process late cancellations (cancellations received after system policy time) and no-shows.
 - e. Same Day Reservation Changes/Add-Ons
 - i. System should be capable of automatically displaying to the dispatcher/scheduler cancellations, same day reservations, and will-call return trips waiting for vehicle assignment (e.g., trips/reservations made but not yet assigned/scheduled).
 - f. Removal of Vehicles from Service
 - i. If the dispatcher is advised that a vehicle is not fit for service, system shall be capable of programming a vehicle substitution on the affected run(s).

6. Web Interface
 - a. Dispatcher and Scheduler solution should be web-based and fully functional via the newest versions of chrome and firefox.
7. System Parameters
 - a. System shall have capability for user specified settings that govern the scheduling process (e.g., average speed; dwell times; load times; etc.).
8. Reports and Data
 - a. Standard Reports
 - i. Software shall be capable of generating a range of management and service reports necessary to permit sufficient oversight of the paratransit service. Software will also provide reports that meet NTD and state requirements.
 - ii. All reports should be able to be run on demand and exportable into csv or other machine-readable format.
 - iii. System should also have the ability to run a certain report or reports on a set schedule and delivered to an email address in a particular format, i.e. daily/weekly/monthly reports on revenue and deadhead hours and miles sent to an email address of the user's in an excel file.
 - b. Custom Reports
 - i. System should be capable of permitting the user to create, format, and export user- defined reports based on any data element contained in the database.
 - ii. These custom reports should be available through a well-documented GUI or text-based querying system.
 - c. Application Programming Interface (API)
 - i. The system shall have an API through which any capable software developer can retrieve historical and real-time information about the system.
 - ii. The documentation for this API will be provided either at the time of the proposal or at the latest by the time of an interview with PVRTA.
 - iii. PVRTA's free right to use the API during the period of the contract either by its own staff or by its contractors, will not be restricted.
 - iv. The API should also be available to third-party developers. Any restrictions, terms, or cost to such third-party contractors must be explicitly divulged within the proposal and any resulting contract.
 - v. The API should allow basic requests of the system to be made automatically by third party applications, in particular, identifying whether service is available in an area, and booking of trip requests

- d. Ownership of data
 - i. PVTa shall have the rights to unlimited downloads of reports of any database element through standard and ad hoc reports, and shall own all reports generated from the system, without restriction.
 - ii. This capability will be maintained throughout the contract period.
- 9. Hardware
 - a. Driver Schedule manifest application must be compatible with Android products.
- 10. Driver App Specifications
 - a. Driver Log-In
 - i. Drivers must be able to log-on to an app through an Android tablet within the vehicle.
 - b. General Functionality
 - i. The app shall provide drivers with a manifest, passenger/trip information and other screen displays that permit performance of other actions.
 - ii. The app shall be capable of adding, updating, and saving new trip data without driver action.
 - iii. The app shall alert driver to changes in manifest.
 - iv. The app shall restrict access to certain functions while the vehicle is in motion.
 - v. The app shall be capable of automatically providing some data, such as odometer reading, and shall be capable of time-stamping all critical events.
 - c. Manifest Screens
 - i. The System Manifest Screen must provide drivers with an overview of their manifest sufficiently detailed to understand trip origins, destinations, and sequence.
 - ii. At any time after the driver has logged on to the system and received a manifest, the app shall have capability to dynamically update the manifest by inserting additional trips sent to it by the dispatch system.
 - d. Navigation Functionality
 - i. The app must be capable of displaying in-vehicle maps and providing turn list directions.
 - ii. The app must be capable of providing navigation directions including voice annunciation and visual display of trip route and turn directions. This process shall be hands-free, and drivers should not have to enter destination address to use the map navigation, as the software will do this automatically.

- e. Visual/Audio Alerts
 - i. System shall be capable of providing visual and audible alerts to indicate incoming messages.
 - ii. The System shall be capable of sending a message and notifying the driver of the success or failure of the action.
 - iii. The app shall also be capable of allowing the driver to acknowledge and respond to a message.
- f. Other functionalities
 - i. The System shall have a passenger/trip information screen that provides the driver with detailed information about each stop (pick-up or drop-off).
 - ii. The driver must be able to view future scheduled trips for the specified client displaying date, scheduled time and pick up location.
 - iii. After the driver has used the app to record a rider's boarding, the unit shall issue prompts regarding any other data that needs to be completed by the driver before the driver can return to any other screen.

11. Rider Application. (Future Option)

- a. PVRTA desires to offer an automated manner for their clients to book rides automatically. Ideally, this functionality is provided through an open architecture that allows third-party developers to communicate with the scheduling engine and book trips through an API, as described in 8.c.v. However, other approaches may fulfill this request, through a booking widget that can be installed on a website, a customer web app, customer native app, or through an automated phone or text system. Proposer should provide their suggested approach for allowing automated, end-user-enacted booking, if that capability is possible through the proposed system.

12. Technical Support and Training

- a. The system must offer full support for the duration of the contract. This technical support shall include, but not necessarily be limited to:
 - i. Phone and email support with service technician/engineer during all normal administrative business hours maintained by PVRTA.
 - ii. Provision of diagnostics/repairs via remote control access to system hardware/software.
 - iii. On-site technical support when required.
 - iv. Product upgrades, new releases, patches, etc. Product updates for system should fit into PVRTA operational workflow.
- b. If the proposer offers training classes, refresher courses, or sponsors organized user group meetings, such support should be listed in the proposal.

- c. Training Program
 - i. Vendor shall be required to provide a combination of classroom and “hands-on” training for all software products provided. Training content and duration shall be stated specifically in the proposer’s written offer in response to this procurement.
- d. Training on Ancillary Software
 - i. If the complete system offered by the vendor relies on third party software, it shall be the responsibility of the vendor to provide training, in structure and in content, on that software equal to that provided for its own products.
- e. Manuals and Documentation
 - i. Vendor shall provide online access to documentation that is maintained to be up to date with the system currently in use by PVTA.

PVTA RFP
Attachment-6

RACE CONSCIOUS DISADVANTAGED BUSINESS ENTERPRISE (RC-DBE) SUBCONTRACTORS PAID REPORT							
Reporting Period (Month/Yr) :					FORM _____		
(Please Print or Type)							
1) Project Name:		2) Report No.:		3) Prime:			
4) Project Location:		5) Contract No.:		6) Prepared By:			
7) Prime Contractor:		8) Original Award Amount:		9) Phone #:			
10) Address:		11) Current Contract Value:		12) Contact Person:			
		13) MTA Paymt this month:		14) Phone #:			
15) City, State, Zip Code:		16) Total \$ Paid to-date to Prime:		17) Signature:			
18) Contract Award Date:		19) Date of last progress paym't rec'd from MTA:		20) (Title):			
21) UDBE (committed) Goal:	RC-DBE --%	22) % of project complete:					
Subrecipient - Local Agency No. 2 (Subrecipient Name)		24) DOLLARS PAID THIS MONTH	25) DOLLAR AMOUNT PAID-TO-DATE	26) (Construction or Schedule Activity I.D.	27) TYPE OF WORK PERFORMED	28) Original Dollar Amount COMMITTED	29) Dollar +/-resulting from Change order activity
23) PRIME							
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT							
SUBCONTRACTOR/SUPPLIER #1		-					
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT	Betty Ruble						
SUBCONTRACTOR/SUPPLIER #2		-					
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT	Paul Bunyon						
SUBCONTRACTOR/SUPPLIER #3							
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT							
SUBCONTRACTOR/SUPPLIER #4		-					
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT							
SUBCONTRACTOR/SUPPLIER #5		-					
Special Instructions: The Prime shall make prompt payment of all monies due and owed to RC-DBE and non-DBE firms within 10 business days upon receipt of payment from SUBRECIPIENT as per contract agreement and Prompt Payment Act. Payment of retention shall be made to all RC-DBE and non-DBE subcontractors within 10 days after satisfactory completion of the subcontracted work. The Form is due to the SUBRECIPIENT by the 15th of each month and should reflect all payments made to subs through the last day of the previous month. The Prime must report monthly for the life of the contract, even if the sub(s) did not perform any work for the previous month. You may send this document by e-mail each month to: SubrecipientFormxxx@Local.net.							

Attachment 7

RACE CONSCIOUS DISADVANTAGED BUSINESS ENTERPRISE (RC-DBE) SUBCONTRACTORS PAID REPORT							
Reporting Period (Month/Yr) :				FORM _____		(Please Print or Type)	
1) Project Name:		2) Report No.:		3) Prime:			
4) Project Location:		5) Contract No:		6) Prepared By:			
7) Prime Contractor:		8) Original Award Amount:		9) Phone #:			
10) Address:		11) Current Contract Value:		12) Contact Person:			
		13) MTA Paymt this month:		14) Phone #:			
15) City, State, Zip Code:		16) Total \$ Paid to-date to Prime:		17) Signature:			
18) Contract Award Date:		19) Date of last progress paym't rec'd from MTA:		20) (Title):			
21) UDBE (committed) Goal:	RC-DBE --%	22) % of project complete:					
Subrecipient - Local Agency No. 2 (Subrecipient Name)		24) DOLLARS PAID THIS MONTH	25) DOLLAR AMOUNT PAID-TO-DATE	26) (Construction or Schedule Activity I.D.	27) TYPE OF WORK PERFORMED	28) Original Dollar Amount COMMITTED	29) Dollar +/-resulting from Change order activity
23) PRIME							
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT							
SUBCONTRACTOR/SUPPLIER #1			-				
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT		Betty Ruble					
SUBCONTRACTOR/SUPPLIER #2			-				
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT		Paul Bunyon					
SUBCONTRACTOR/SUPPLIER #3							
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT							
SUBCONTRACTOR/SUPPLIER #4			-				
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT							
SUBCONTRACTOR/SUPPLIER #5			-				
Special Instructions:		The Prime shall make prompt payment of all monies due and owed to RC-DBE and non-DBE firms within 10 business days upon receipt of payment from SUBRECIPIENT as per contract agreement and Prompt Payment Act. Payment of retention shall be made to all RC-DBE and non-DBE subcontractors within 10 days after satisfactory completion of the subcontracted work. The Form is due to the SUBRECIPIENT by the 15th of each month and should reflect all payments made to subs through the last day of the previous month. The Prime must report monthly for the life of the contract, even if the sub(s) did not perform any work for the previous month. You may send this document by e-mail each month to: SubrecipientFormxxx@Local.net.					

PVTA RFP
Transportation Services
ATTACHMENT 8
RFP RC-DBE INSTRUCTIONS
For
Metro Subrecipient Agencies

October 2019

**REQUEST FOR PROPOSAL (RFP) RC-DBE LANGUAGE
RACE-CONSCIOUS BID INSTRUCTIONS
FOR
DOT-ASSISTED CONTRACTS**

The PVTA has established a RC-DBE goal for this Agreement of 2.0%.

1. DEFINITIONS

- a. The term “Disadvantaged Business Enterprise” or DBE means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- b. The Term “Race Conscious Disadvantaged Business Enterprise or RC-DBE. DBE classes have been determined to have a statistically significant disparity in their utilization in previously awarded transportation contracts. RC-DBE’s include all DBE groups, specifically: African Americans, Native Americans, Asian-Pacific Americans, Hispanic Americans, Subcontinent Asian Americans, and Women
- c. The term “Agreement” also means “Contract”.
- d. Agency also means the local entity entering into this contract with the Consultant.
- e. The term “Bidder” shall mean prime contractor or prime consultant submitting a bid or proposal to recipient organization. The terms “Proposer” or “Offeror” may also be used in lieu of “Bidder”.
- f. The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- a. DBE’s and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (see 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBE’s and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- b. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBE’s.

3. SUBMISSION OF RC-DBE INFORMATION

If there is a RC-DBE goal on this contract, the Proposer, in order to be considered responsible and responsive, must make good faith efforts to meet the goal established for the contract. If the goal is not met, the Proposer must document adequate good faith efforts. Only RC-DBE firms certified through the CUCP will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

All Proposers are required to submit the following items to the Subrecipient:

1. The name and addresses of DBE firms that will participate in the contract.
2. A description of the work that each DBE will perform. Each DBE must be certified in the NAICS code applicable to the work the firm will perform on the contract.
3. The dollar amount of the participation of each DBE firm
4. Written documentation of the proposer's commitment to use the DBE subcontractor (the signed RC-DBE Commitment Form and/or other documentation) whose participation it submits to meet a RC-DBE contract goal, and
5. Written confirmation from each listed DBE firm that it is participating in the contract in the kind of work and amount of work provided in the proposer's commitment.

The above information shall be provided at the time noted below:

1. Under sealed bids, as a matter of responsiveness, or with initial proposals under contract negotiation procedures, or
2. No later than 7 days after bid opening as a matter of responsibility. The 7 days shall be reduced to 5 days beginning January 1, 2017.

4. RC-DBE PARTICIPATION GENERAL INFORMATION

It is the Proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and Metro's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- a. A RC-DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- b. A certified RC-DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- c. A RC-DBE Proposer not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following;
 - i. The Proposer is a RC-DBE and will meet the goal by performing with its own forces.
 - ii. The Proposer will meet the goal through work performed by RC-DBE subcontractors, suppliers or trucking companies.

- iii. The Proposer, prior to bidding, made adequate good faith efforts to meet the goal.
- d. A RC-DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- e. A RC-DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a RC-DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- f. The Proposer shall list only one subcontractor for each portion of work as defined in their bid and all RC-DBE subcontractors should be listed in the bid list of subcontractors.
- g. A prime contractor who is a certified RC-DBE is eligible to claim all of the work in the agreement toward the RC-DBE participation except that portion of the work to be performed by non-DBE subcontractors.
- h. In order to identify certified DBEs, you must only use the California Unified Certification Program Database (CUCP). **Certifications from other agencies or organizations will not be accepted.**

5. RESOURCES

- a. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposers may call (916) 440-0539 for web or download assistance.
- b. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: http://www.dot.ca.gov/hq/bep/find_certified.htm.
 - i. Click on the link in the left menu titled *Disadvantaged Business Enterprise*
 - ii. Click on *Search for a DBE Firm* link
 - iii. Click on *Access to the DBE Query Form* located on the first line in the center of the page
 - iv. Searches can be performed by one or more criteria
 - v. Follow instructions on the screen
- c. How to obtain a List of Certified DBEs without Internet Access:
If you do not have Internet Access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBE's may be ordered at:

California Department of Transportation
Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, CA 95815-3800

Telephone No. 916-263-0865

Please make checks payable to: Caltrans.

- d. A copy of the directory of certified DBE firms can be downloaded at:
<http://caltrans-opac.ca.gov/publicat.htm>.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBEs COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A RC-DBE, PURCHASES WILL COUNT TOWARDS THE RC-DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- a. If the materials or supplies are obtained from a RC-DBE manufacturer, 100 percent of the cost of the materials or supplies count towards the goal. A RC-DBE manufacturer is a firm that operates, or maintains a factory, or establishment that produces on the premises that materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- b. If the materials or supplies purchased from a RC-DBE regular dealer, count 60 percent of the cost of the materials or supplies. A RC-DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specification and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of doing business. To be a RC-DBE regular dealer the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a RC-DBE regular dealer, in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- c. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not RC-DBE regular dealers within the meaning of this section.
- d. Materials or supplies purchased from a RC-DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies required or fees or transportation charges for the delivery of materials or supplies on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBEs WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A RC-DBE, CREDIT WILL COUNT TOWARDS THE RC-DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- a. The RC-DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular agreement, and there cannot be a contrived arrangement for the purpose of meeting the RC-DBE goal.
- b. The RC-DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the agreement.
- c. The RC-DBE receives credit for the total value of the transportation services it provides on the agreement using trucks it owns, insures, and operates using drivers it employs.
- d. The RC-DBE may lease trucks from another RC-DBE firm including an owner-operator who is certified as a RC-DBE. A RC-DBE who leases trucks from another RC-DBE receives credit for the total value of the transportation services the lessee RC-DBE provides on the agreement.
- e. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- f. For the purposes of this section, a lease must indicate that the RC-DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the RC-DBE, as long as the lease gives the RC-DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the RC-DBE.

8. DBE SUBCONTRACTING FLOW DOWN REQUIREMENTS:

a. CONTRACT ASSURANCE

Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following 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.

b. 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 (SUBRECIPIENT'S) 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 (SUBRECIPIENT). Failure to comply with this provision without prior approval from (SUBRECIPIENT) 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.

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 (SUBRECIPIENT). This clause applies to both DBE and non-DBE Subcontractors.

**INSTRUCTIONS - BIDDER'S LIST OF SUBCONTRACTORS
(DBE AND NON-DBE) PART I AND PART II
(CONSTRUCTION CONTRACTS)**

ALL PROPOSERS:

The U.S. Department of Transportation (DOT) requires SUBRECIPIENT to maintain a "Bidders List" containing information about all firms (DBE and non-DBE) that bid, propose or quote on SUBRECIPIENT's DOT-assisted contracts, in accordance with 49 CFR Part 26.11, for use in the Metro's overall triennial DBE goal-setting process. Therefore, the Proposer shall provide the requested information for every firm who submitted a quote, bid, or proposal, including the primary Proposer, whether successful or unsuccessful in their attempt to obtain a contract:

- a. Firm name;
- b. Firm address;
- c. Phone number
- d. A description of the work that each DBE will perform;
- e. Range of annual gross receipts for the last year;

PART I - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal.

PART II - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal but were not selected to participate as a subcontractor on the project.

It is the Proposers responsibility to verify that the RC-DBE(s) falls into one of the following six groups in order to count towards the RC-DBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Hispanic American, 5) Subcontinent-Asian American, and 6) Woman.

RFP FORM __ – BIDDERS LIST

Proposer

RFP Number

The U.S. Department of Transportation (DOT) requires SUBRECIPIENT to create and maintain a Bidders List containing information about all firms (DBEs and non-DBEs) that bid, propose, or quote on SUBRECIPIENT's DOT-assisted contracts in accordance with 49 C.F.R., Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Proposer is to complete all requested information for every firm that submitted a bid, proposal, or quote, including the Proposer itself and any proposed subconsultants. The Bidders List form shall be submitted with each proposal submitted by the Proposer to SUBRECIPIENT and for all bids, proposals, or quotes received by the Proposer for the pre-construction phase of this Project. Please note that SUBRECIPIENT will request that this form be executed again if Proposer is awarded construction work on the Project as new subcontractors will then need to be identified. s. ***The Bidders List content will not be considered in evaluating the proposal or determining award of any contract.***

1.0 Proposer's Information

Name of Prime's Firm:			Phone: () -	
Firm Address:			Fax: () -	
City	ST	ZIP	Type of work/services/materials provided:	
Number of years in business:				
Contact Person:			Title:	
Is the firm currently certified as a DBE under 49 C.F.R., Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No			Check the box below for your firm's annual gross receipts last year: <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million	
Proposer has DBE Certification in the following categories (place an "X"): <input type="checkbox"/> African American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Woman <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other				

RFP FORM __ (CONT'D) – BIDDERS LIST

Note: Each proposed subconsultant shall complete this form, and the Proposer will submit it with its proposal.

1.0 Subconsultant's Information			
Name of Subconsultant's Firm:			Phone: () -
Firm Address:			Fax: () -
City	ST	ZIP	Type of work/services/materials provided:
Number of years in business:			
Contact Person:			Title:
Is the subconsultant's firm currently certified as a DBE under 49 C.F.R., Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No			Check the box below for your firm's annual gross receipts last year:
Subconsultant has DBE Certification in the following categories (place an "X"): <input type="checkbox"/> African American <input checked="" type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Woman <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other			<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million

If necessary, this Bidders List form can be duplicated to include all firms (DBEs and non-DBEs) that have submitted a bid, proposal, or quote on this DOT-assisted Project, whether successful or unsuccessful in their attempt to obtain a contract.

INSTRUCTIONS - LOCAL AGENCY PROPOSER RC-DBE COMMITMENT

ALL PROPOSERS:

PLEASE NOTE: It is the proposer's responsibility to verify that the RC-DBE(s) falls into one of the following groups in order to count towards the RC-DBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Hispanic American, 5) Subcontinent-Asian American, and 6) Woman. This information must be submitted with your proposal. Failure to submit the required RC-DBE commitment will be grounds for finding the proposal nonresponsive.

A "RC-DBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, Hispanic American, Subcontinent-Asian American, or Woman.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract RC-DBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to RC-DBEs (or performed if the proposer is a RC-DBE). The RC-DBE prime contractors shall indicate all work to be performed by RC-DBEs including work to be performed by its own forces, if a RC-DBE. The RC-DBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter RC-DBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified RC-DBEs to perform the work (must be certified on the date proposals are due and include RC-DBE address and phone number).

There is a column for the percent participation of each RC-DBE. Enter the Total Claimed RC-DBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the RC-DBE, describe exact portion of time to be performed or furnished by the RC-DBE.) **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O1 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

Distribution: (1) Original - Agency files

RC-DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date: _____

SUBRECIPIENT has established a Race-Conscious Disadvantaged Business Enterprise (RC-DBE) goal of ____ for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest Proposers shall submit the following information to document adequate good faith efforts. Proposers should submit the following information even if the "Local Agency Bidder – RC-DBE Commitment" form indicates that the Proposer has met the RC-DBE goal. This will protect the Proposer's eligibility for award of the contract if the administering agency determines that the Proposer failed to meet the goal for various reasons, e.g., a RC-DBE firm was not certified at bid opening, or the Proposer made a mathematical error.

Submittal of only the "Local Agency Bidder RC-DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following types of actions will be considered as part of the Proposer's Good Faith Efforts to obtain RC-DBE participation:

- a. The names and dates of each publication in which a request for RC-DBE participation for this project was placed by the Proposer. Attach copies of advertisements or proofs of publication:

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

- b. The names and dates of written notices sent to certified RC-DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the RC-DBEs were interested. Attach copies of solicitations, telephone records, fax confirmations etc.

Names of RC-DBEs Solicited

Date of Initial Solicitation

Follow Up Methods and Dates

- c. The items of work which the Proposer made available to RC-DBE firms, including, where appropriate, any break down of the contract work items (including those items normally performed by the Proposer with its own forces) into economically feasible units to facilitate RC-DBE participation. It is the Proposer's responsibility to demonstrate that sufficient work to facilitate RC-DBE participation was made

Items of Work	Proposer Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
available to UD				

- d. The names, addresses and phone numbers of rejected RC-DBE firms, the reasons for the Proposer's rejection of the RC-DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each RC-DBE if the selected firm is not a RC-DBE.

1. Names, addresses and phone numbers of rejected RC-DBEs and the reasons for the Proposer's rejection of the RC-DBEs:

2. Names, addresses and phone numbers of firms selected for the work identified above:

- e. Efforts made to assist interested RC-DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to RC-DBEs:

- g. Efforts made to assist interested RC-DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the RC-DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- h. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using RC-DBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.

Name of Agency/Organization	Method/Date of Contact	Results

- i. Any additional data to support a demonstration of good faith efforts please include here.

**Proposers are advised to attach all requested documents to this form.
Include any and all supplemental materials necessary in order to demonstrate Good Faith Efforts.**

INSTRUCTIONS – SUMMARY OF MONTHLY DBE PAYMENTS INFORMATION SUBRECIPIENT FORM NO. **XXX**

(CONSULTANT CONTRACTS)

SUCCESSFUL PROPOSER:

This form requires specific information regarding the disadvantaged business enterprise subcontractors paid on this construction contract.

The form must be completed for all DBEs – including all RC-DBEs paid for each monthly period. The form requires that the Reporting Period (month/year) be included. A Report Number should also be completed. This field should include a sequential number with the first form having number “1”. The date prepared should also be included.

IMPORTANT: Identify **all** DBE firms that were paid during the reporting period for the project--including all RC-DBEs listed on the RC-DBE Commitment form (Exhibit 15G(1)), regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the “Dollars Paid This Month”. Enter the Total amount paid for each DBE firm for the reporting period. Also include the total amount paid to date, which shall include the amount paid for the current reporting period.

Include the Schedule Activity ID for construction contracts. Include a brief description for the type of work performed. The original dollar amount committed to the DBE firm should be included in the appropriate Column and any increase or decrease in the subcontract amount resulting from a change order shall be included in the “Dollar +/- resulting from Change order Activity” column.

SUBRECIPIENT Form **XXX** must be signed and dated by the prime contractor’s representative that is responsible for reporting DBE compliance matters. The form must be submitted no later than the 15th day of each month.

RACE CONSCIOUS DISADVANTAGED BUSINESS ENTERPRISE (RC-DBE) SUBCONTRACTORS PAID REPORT							
Reporting Period (Month/Yr) :					FORM _____		
(Please Print or Type)							
1) Project Name:		2) Report No.:		3) Prime:			
4) Project Location:		5) Contract No:		6) Prepared By:			
7) Prime Contractor:		8) Original Award Amount:		9) Phone #:			
10) Address:		11) Current Contract Value:		12) Contact Person:			
		13) MTA Paymt this month:		14) Phone #:			
15) City, State, Zip Code:		16) Total \$ Paid to-date to Prime:		17) Signature:			
18) Contract Award Date:		19) Date of last progress paym't rec'd from MTA:		20) (Title):			
21) UDBE (committed) Goal:	RC-DBE --%	22) % of project complete:					
Subrecipient - Local Agency No. 2 (Subrecipient Name)		24) DOLLARS PAID THIS MONTH	25) DOLLAR AMOUNT PAID-TO-DATE	26) (Construction or Schedule Activity I.D.	27) TYPE OF WORK PERFORMED	28) Original Dollar Amount COMMITTED	29) Dollar +/-resulting from Change order activity
23) PRIME							
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT							
SUBCONTRACTOR/SUPPLIER #1			-				
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT		Betty Ruble					
SUBCONTRACTOR/SUPPLIER #2			-				
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT		Paul Bunyon					
SUBCONTRACTOR/SUPPLIER #3							
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT							
SUBCONTRACTOR/SUPPLIER #4			-				
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT							
SUBCONTRACTOR/SUPPLIER #5			-				
Special Instructions:		<p>The Prime shall make prompt payment of all monies due and owed to RC-DBE and non-DBE firms within 10 business days upon receipt of payment from SUBRECIPIENT as per contract agreement and Prompt Payment Act. Payment of retention shall be made to all RC-DBE and non-DBE subcontractors within 10 days after satisfactory completion of the subcontracted work. The Form is due to the SUBRECIPIENT by the 15th of each month and should reflect all payments made to subs through the last day of the previous month. The Prime must report monthly for the life of the contract, even if the sub(s) did not perform any work for the previous month. You may send this document by e-mail each month to: SubrecipientFormxxx@Local.net.</p>					

