



October 5, 2026

NOTICE OF REQUEST FOR PROPOSALS

Operations Services for Pomona Valley Transportation Authority Transportation Services

Pomona Valley Transportation Authority (PVRTA) is requesting proposals for operations services for PVRTA's transportation services under a hybrid broker delivery model comprising a dedicated operations contract and one or more non-dedicated/on-demand providers. Firms interested in making proposals should obtain the detailed Request for Proposals by contacting: PVRTA is the procuring entity for this solicitation and will be the contracting party on any resulting agreement. PVRTA anticipates awarding separate agreements to a dedicated operations contractor and to one or more non-dedicated/on-demand providers, and reserves the right to award one agreement, multiple agreements, or none, and to award individual service components to different proposers.

**Pomona Valley Transportation Authority
Attn: Nicole Carranza, CEO
2120 Foothill Blvd, Ste. #116
La Verne, CA 91750
Telephone: (909) 596-7664 ext. 0
Email: nicole@pvtrans.org**

Proposals will be received at the above address until 3:00 p.m. PST, Friday November 13th, 2026. A Virtual pre-proposal conference will be held at 11:00 a.m. on Monday October 12, 2026 via Zoom for the purpose of receiving questions and comments pertaining to this RFP.

<https://us02web.zoom.us/j/89055633095?pwd=tCdPHkcaoewUNOlaH2VgvZaibalwnI.1>

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

Restrictions on Communications with PVRTA and Related Parties

In order to maintain the integrity of the RFP process and the reliability of the information shared with the Proposers, from the date of issuance of this RFP through the date of contract award by the PVRTA excepting the pre-proposal day and oral interviews, Proposer are not allowed to communicate for any reason with any member of the Evaluation Committee regarding this RFP. All communications concerning this solicitation should be directed, Nicole Carranza. Prohibited communications includes all contact or interaction regarding this solicitation, including but not limited to telephone communications, emails, faxes, letters, texts, or personal meetings. Oral communications regarding this solicitation shall not be considered official communications. PVRTA is not responsible for any oral statements made by its employees or agents regarding this solicitation. All official communications to and from PVRTA regarding this solicitation shall be transmitted in writing to or by PVRTA's CEO, Nicole Carranza. This restriction applies to communications intended to influence, or that could reasonably be expected to influence, this procurement. It does not restrict communications unrelated to this solicitation, including the ordinary administration of an existing contract, day-to-day service operations, invoicing, safety or emergency communications, or attendance at public meetings of the PVRTA Board.

NOTICE OF FEDERAL PARTICIPATION

PVRTA is the procuring entity. Financial assistance for a portion of specific services such as Claremont Dial A Ride and Get About Ready Now described in this RFP will be provided using funds from the Federal Transit Administration. Any AGREEMENT to provide the Claremont Dial A Ride services described in this RFP will be subject to the financial assistance contract between the City of Claremont and the U.S. Department of Transportation. Any AGREEMENT to provide Get About Ready Now services will be subject to all agreements between PVRTA and the Los Angeles County Metropolitan Transportation Authority for the provision of federal and local funds, and will be subject to all applicable FTA regulations. Refer to the funding matrix in part I Section G.

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

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

Nicole Carranza. PVRTA CEO



October 5th, 2026

REQUEST FOR PROPOSALS

Operations Services for Pomona Valley Transportation Authority Transportation Services

I. General Information

The Pomona Valley Transportation Authority (PVTA) is requesting proposals for operations of PVTA transportation services under a hybrid broker delivery model described in this part.

A. Introduction

The Pomona Valley Transportation Authority (PVTA) is a joint powers authority formed by the cities of Claremont, La Verne, Pomona and San Dimas to fund, plan and operate public transportation services in the Pomona Valley. PVTA specializes in community transportation projects. PVTA currently operates six services: Get About, Ready Now, Claremont Dial-a-Ride, Claremont Group Service, Pomona Group Service, and San Dimas Dial-a-Cab. Some of these services have multiple components consisting of both dedicated-vehicle and demand-response elements. This Request for Proposals (RFP) is for the operation of these PVTA transportation services. These services are provided using vehicles supplied by PVTA and the City of Claremont, together with sedans, minivans, or other appropriate vehicles supplied by non-dedicated / on-demand providers.

PVTA is seeking proposals for three dedicated contracted vehicle service components and four non-dedicated / on demand service components. These include a dedicated service provider that will utilize PVTA / City of Claremont provided fleet, as well as non-dedicated WAV and a TNC or other demand-response service provider. The service components are listed below along with their estimated annual service levels.

B. The FY 2028 Delivery Model

This Request for Proposals defines contractors who either provide dedicated purchase transportation as a primary transportation provider or is a non-dedicated transportation

provider. PVRTA plans to operate a hybrid broker operations and contracting model using both dedicated and non-dedicated providers. This is similar to how PVRTA operates today. However, PVRTA will sign separate contracts with each provider. The difference in providers is defined as follows:

The service concept is intended to facilitate trip requests across the dedicated PVRTA fleet (provided by PVRTA) and a non-dedicated fleet to generate an optimized shared-ride solution for each trip request through a mobility broker SaaS Platform. The majority of the trips will be curb-to-curb (door-to-door upon request for eligible riders). Trips with an origin and/or destination outside the PVRTA service zone will need to be PVRTA approved designated locations. These locations are geofenced within the platform. The Platform will facilitate trip solutions through algorithms tuned based on approved mobility performance goals and objectives. The service goals and objectives and weightings may be refined collectively by PVRTA and Contractor based on demonstrated service performance and as approved by PVRTA and/or member City.

The following highlight the major service delivery goals for the Contractor(s):

- Optimize the customer's trip experience.
- Minimize the overall trip cost.
- Maximize fleet utilization and productivity.
- Provide excellent customer service.
- Provide equitable service access and quality on all service providers.

The agreement will define performance, service and ridership goals.

The service model supports dial-a-ride, overflow trips, and on-demand trips. Dedicated services are operated using a dedicated fleet provided by PVRTA and the City of Claremont. Overflow and on-demand trips are handled by non-dedicated service providers, who also provide wheelchair-accessible vehicle (WAV) service.

A PVRTA provided dispatch and scheduling platform shall facilitate and operate the services. The hybrid brokerage model will help PVRTA to facilitate seamless service delivery, provide better fleet optimization and efficiency, ensure tighter controls and cost efficiencies, and improve customer experience. Additional details are contained within the Scope of Work.

Dedicated Operations Contractor

The dedicated provider will operate a suite of core services. This will include managing all facets of day to day operations including, drivers, dispatch and call center, operations oversight and fleet assignment. PVRTA will provide a dedicated fleet for operations and the dispatch/reservations technology platform (Refer to the Scope of Work section 2.3.6).

Non-Dedicated/On-Demand Providers

Non-dedicated providers will operate a select set of services focused primarily with on-demand, overflow and wheelchair-accessible vehicle (WAV) trips. The non-dedicated provider(s) will be given a range of estimated trips to be completed during peak and off-peak service hour(see table below for FY26 numbers). A non-dedicated provider could be a transportation network company (TNC), but will need to identify the extent to whether they provide ambulatory only

and/or WAV ride services. PVRTA may contract with one or more non-dedicated providers. This could include a blend of non-dedicated providers such as WAV provider(s), TNCs, taxi companies, and others.

Both the dedicated and non dedicated providers will work in tandem, but will have separate contracts and performance requirements with PVRTA. Respondents can choose to select one or more types of services. If bidding on multiple services, separate pricing and technical responses will need to be provided. PVRTA has the option to determine how it selects its contractors. Responders may also present “partnered services” where one or more dedicated service providers work together. For example, a TNC provider who has a dedicated WAV provider as part of their fleet and service offering working with a dedicated provider managing the PVRTA provided fleet. In these cases, the primary service provider (contract holder) will need to detail how their joint service operates and provide examples of where this partnered service is operating in other markets.

Contracting structure. PVRTA is the procuring entity and will contract directly with the dedicated operations contractor and with each non-dedicated/on-demand provider. The dedicated operations contractor is not a prime contractor over the non-dedicated providers, and the non-dedicated providers are not its subcontractors, unless a proposer offers a partnered arrangement that PVRTA accepts and that is documented in the resulting agreement. A proposer offering partnered services shall identify the contract-holding entity and shall remain fully responsible to PVRTA for the performance of any entity performing under its agreement.

Allocation of responsibility. PVRTA licenses and controls the Spare platform and sets the trip-allocation business rules and algorithm settings. Subject to those rules, the dedicated operations contractor is responsible for dispatching and trip allocation among providers. Each provider is responsible for its own driver qualification and training, vehicle safety and maintenance, insurance, complaint intake and cooperation in complaint investigation, accident reporting, ADA compliance, and data and reporting for the trips it performs. PVRTA retains ultimate oversight authority over all of these functions notwithstanding any delegation.

No guarantee. Service volumes, revenue hours, trip counts and vehicle counts stated in this RFP are estimates for proposal and evaluation purposes only. PVRTA does not guarantee any minimum number of trips, revenue hours, vehicles, level of compensation, exclusivity, or continued participation to any contractor. PVRTA may add, remove, suspend, or rebalance providers, and may reallocate trips among providers, at any time in accordance with the resulting agreements. All obligations of PVRTA are subject to appropriation, grant availability, and budgets authorized by the PVRTA Board.

Respondents can provide alternatives which include one or a set of non-dedicated service providers. In this instance, respondents will be required to have a detailed description of roles, responsibilities, costing and operational approach for each operator. PVRTA will have the option to approve non-dedicated providers and/or have independent contracts with each identified provider in a bid response.

PVTA will compensate the dedicated operations contractor for the dispatch and dedicated-vehicle portions of the service with a fixed monthly rate plus a variable hourly rate. PVTA compensates providers of overflow service and demand-response service on a per-passenger-trip basis. The maintenance subcontract is reimbursed as a pass-through at actual cost. See Part V, Cost Proposal.

C. Service Components and Estimated Service Levels

The service modes are detailed below along with the estimated service levels for each mode. It should be noted that service levels can vary considerably based on demand. The service levels shown below for Get About, Claremont Group, Pomona Group, Ready Now and San Dimas Dial a cab are from FY 2026. Numbers for Get About overflow and Claremont Dial a Ride are estimates and will be used as the basis of evaluation of price proposals. The service levels shown are estimates based on historical experience and are provided for proposal preparation and evaluation purposes only. They are not a guarantee of any minimum or maximum level of service, trips, revenue hours or compensation, and actual service levels may vary materially with demand, funding and PVTA business rules.

Dedicated Vehicle Service	Metric	Revenue Hour
Get About Van/Dedicated Vehicle Service	VRH	13,750
Claremont Group Service (Dedicated portion of Claremont Dial a Ride)	VRH	250
Pomona Group Service	VRH	100

Overflow/Demand Response Service	Metric	Trips	Number of WAV Trips
Get About Overflow Service*	Trips	200 - 1,000	20 - 100
Get About "Ready Now"	Trips	10,000	400
Claremont Dial-A-Ride**	Trips	17,000	340
San Dimas Dial-A-Cab	Trips	7,000	560

¹ Get about overflow is a new service structure annual trips are estimated and will need to be analyzed monthly to stay within budget.

² Claremont Dial-a-Ride estimates are conservative and subject to change; due to FY27 cost containment strategies, trip volumes may fluctuate and will be monitored throughout the year to ensure budget compliance. Claremont Dial-a-Ride carried approximately 33,000 passenger trips in FY 2026 and San Dimas Dial-a-Cab approximately 9,200 passenger trips in FY 2026, as stated in the service descriptions. The estimates in this table, and not those historical figures, are the volumes to be used for pricing and evaluation under this RFP.

D. Goals for the Procurement

PVTA is committed to providing safe, high-quality transportation services to the residents of the Pomona Valley. The primary objective of this procurement is to continue existing service levels across PVTA's services (Get About, Ready Now, Claremont Dial-a-Ride, Claremont Group, Pomona Group, and San Dimas Dial-a-Cab) while restructuring the delivery model to reduce costs. Where the new model produces demonstrable cost savings, PVTA intends to reinvest those savings into increased service capacity.

Unlike PVTA's prior solicitation, this RFP does not use a single turnkey prime contractor responsible for all operations, management, maintenance, and facilities for all services. Instead, PVTA is adopting a disaggregated delivery or broker service delivery model in which responsibilities are separated and, in several cases, retained directly by PVTA.

PVTA will procure a dedicated operations contractor to provide drivers and day-to-day operational supervision for PVTA-supplied, ADA-accessible vehicles. This contractor will supply an Operations Manager, not a general manager over the entire program, whose role is to oversee the driver operation and ensure that all drivers are fully trained and qualified to safely operate the ADA-accessible vehicles that PVTA provides. Vehicle maintenance under this contract is to be delivered as a pass-through cost to PVTA.

PVTA will separately procure one or more non-dedicated / on-demand providers under a distinct contract for non-dedicated WAV, overflow and same-day, on-demand service. The non-dedicated WAV provider will make their own accessible vehicles and drivers available within the service area. PVTA also intends to make Transportation Network Companies (TNCs), such as Uber and Lyft, eligible as a non-dedicated contractor option under the same non-dedicated solicitation as other on-demand providers.

PVTA will directly contract or retain a General Manager to provide transit management and oversee service performance, ensure network elasticity, verify maintenance services and safety are to PVTA standards, and monitor fare-collection logistics across the system. Executive-level program management therefore rests with PVTA, not with the operations contractor.

Within this model, the priorities for this procurement are:

1. Maintaining current service levels across all PVTA services with no degradation in span, coverage, or availability during the transition to the new delivery model.
2. Achieving cost savings through the disaggregated structure, separating driver operations, maintenance (as a pass-through subcontract), non-dedicated/on-demand service, and in-house PVTA oversight, so that PVTA pays only for clearly itemized, competitively appropriate cost elements.
3. Requiring an outsource maintenance service approach where the dedicated provider subcontracts maintenance using a pass-through model.
4. Reinvesting realized savings into increased capacity.
5. Ensuring driver quality and safety, with all dedicated-service drivers fully trained and qualified to operate PVTA-supplied ADA-accessible vehicles, overseen by the contractor's Operations Manager.
6. Improving service quality, particularly on-time performance and shorter wait times for overflow and on-demand services.

7. Enhancing the productivity of dedicated vehicle services. Historically, PVTA's Get About dedicated vehicle service achieved a productivity standard of 3.6 passengers per hour; however, in fiscal year 2026, the service recorded a productivity level of 2.37 passengers per hour. Moving forward, PVTA requires the maintenance or improvement of this 2.37 passengers-per-hour threshold, provided ridership volume remains stable.
8. Reducing the number of ride times in excess of one hour.
9. Raising the level of customer service and professionalism while maintaining or reducing dispatch and call-taking staff. PVTA seeks to improve the rider experience and telephone service without adding staff, and where feasible with fewer dispatchers and call-takers, by optimizing technology such as AI-enabled phone attendants to answer general and routine questions and a call-back option offered to passengers when telephone hold times are excessive.

E. Service Descriptions

General Information

The Pomona Valley is located approximately 30 miles east of downtown Los Angeles and is bordered on the east by the Los Angeles-San Bernardino Counties boundary; to the north by the San Gabriel Mountains; to the west by the city limits of San Dimas and Pomona; and, generally, by the Pomona Freeway (60) to the south. Exhibit F depicts the Pomona Valley Service Area.

An estimated 253,000 residents live in the 58.5 square mile Pomona Valley, divided among the four cities approximately as follows: Claremont, 37,000; La Verne, 31,000; Pomona, 151,000; San Dimas, 34,000. Terrain, street layout, densities and demographic characteristics vary among the cities. The area is served by Foothill Transit and the Los Angeles County Metropolitan Transportation Authority. Omnitrans provides service in neighboring San Bernardino County.

Approximately 40% of all rides are currently provided through Uber, and PVTA anticipates continuation of a TNC-enabled service. Riders book these trips through PVTA's mobile app, which is powered by Spare and currently connected to Uber through an integration. Therefore, riders cannot book trips directly via the Uber app. PVTA has estimated the number of these rides and created a placeholder value applicable to all offerors for administrative purposes only. Non-dedicated and on-demand providers, including TNCs, are compensated on a per-passenger-trip basis at the rates proposed and accepted under Part V, and those rates are subject to price competition. The only pass-through cost under this procurement is the maintenance subcontract (see Part V section A.5 and Exhibit A, Scope of Work Section 4.3.8).

Services Managed by Dedicated Service Provider

1. Get About Services

CONTRACTOR shall be responsible for the operation of the Get About service. The service is provided using the dedicated PVTA provided vehicle fleet. The Get About transportation service provides primarily advance reservation, door-to-door transportation to seniors 65 years of age and above and individuals with disabilities who are certified to be eligible by PVTA. Requests for service may be made at least 24 hours in advance up to 7 days in advance. Get About is an area wide service offering direct transportation throughout the cities of Claremont, La Verne, Pomona and San Dimas.

Get About offers service to destinations beyond the four cities as far west as Grand Avenue and to the east to the Montclair Place, Montclair TransCenter and Montclair Hospital Medical Center. Get About provided about 30,000 passenger trips in FY 2026, including about 5,000 passenger trips to riders using mobility devices. Get About service operates on Weekdays (Monday-Friday) 8:00 a.m. - 5:00 p.m. ,Saturdays 8 a.m. - 2:00 p.m. and Sundays Closed.

2. Get About Overflow Service

In the course of scheduling Get About trip requests, the dedicated CONTRACTOR will be responsible for managing the dispatch platform and ensuring the allocation of rides between the non-dedicated and overflow service are aligned per PVRTA's business rules, cost containment strategies, and system algorithm settings. PVRTA's provided platform will perform trip assignments in order to maximize the benefit to the overall Get About service. The dedicated CONTRACTOR will work directly with the non-dedicated CONTRACTOR(s) to assign trips and resolve any issues that arise in the course of providing service.

3. Claremont Group Service

CONTRACTOR shall be responsible for the operation of the Claremont Group service. Group services are provided using the dedicated vehicle fleet. Claremont Group requires advance reservation (normally 10 business days) and is provided for groups of six or more, subject to available capacity. The services are available 8:00 a.m. - 5:00 p.m. Monday-Friday, 8:00 am-2:00pm Saturday and closed Sunday. Claremont Group provided 250 vehicle revenue hours in FY 2026. These services can be integrated into the fleet operations of Get About dedicated vehicle service.

4. Pomona Group Service

CONTRACTOR shall be responsible for the operation of the Pomona Group service. Pomona Group service requires advance reservation (normally 10 business days) and is provided for groups of six or more, subject to available capacity. The services are available 8:00 a.m. - 5:00 p.m. Monday-Friday, 8:00 a.m. - 2:00 p.m. Saturday and closed Sunday. Pomona Groups Service provided 100 vehicle revenue hours in FY 2026. These services can be integrated into the fleet operations of Get About dedicated vehicle service.

Services Managed by Non-Dedicated Service Providers

1. Get About Overflow Service

The non-dedicated CONTRACTOR will be responsible for performing the overflow trips allocated to them by the dedicated CONTRACTOR, and will work directly with the dedicated CONTRACTOR to resolve any issues that arise in the course of providing service.

2. Get About "Ready Now"

PVRTA has received federal funds for a same day, immediate response shared-ride transportation program designed as a Get About premium service. The CONTRACTOR will be required to receive requests for same day transportation from eligible Get About riders and to provide trips to these riders within the Get About service area. Riders can also schedule rides in advance on Ready Now. The dedicated CONTRACTOR will be

responsible for maintaining a reservation line and receiving same day trip requests, verifying rider eligibility based on client data provided by PVRTA and scheduling each trip through the Platform which will then assign trips to the appropriate dedicated or non-dedicated provider. Ready Now provided 10,000 passenger trips in FY 2026.

3. Claremont Dial-a-Ride (CLDAR)

Claremont DAR is an on-demand response, general public, shared ride dial-a-ride service. The CONTRACTOR will receive all trip requests, which can be made up to seven days in advance and include subscription trips. The dedicated CONTRACTOR will be responsible for maintaining a reservation line and receiving same day trip requests, verifying rider eligibility based on client data provided by PVRTA and scheduling each trip through the Platform which will then assign trips to the appropriate dedicated or non-dedicated provider. Service will be limited to within the boundaries of the City of Claremont and approved destinations outside of Claremont designated by the City of Claremont via PVRTA. The service operates from 7:00 a.m. to 8:00 p.m., seven days per week. Claremont DAR provided 33,000 passenger trips in FY 2026.

4. San Dimas Dial-A-Cab (SDDAC)

The San Dimas Dial-A-Cab is an on-demand response, shared ride, general public, dial-a-ride service. The CONTRACTOR will receive all trip requests, which can be made up to seven days in advance. The service operates within the City of San Dimas. Elderly and disabled riders picked up within San Dimas may travel within the city and to city approved destinations within extended boundaries. The extended boundaries are Grand Avenue on the West and Garey Avenue to the East. The extended boundaries are between Foothill Blvd. on the North and San Bernardino Freeway on the South. General public riders can travel within San Dimas and to medical facilities within the extended boundaries. San Dimas also allows travel to designated medical facilities beyond the extended boundaries. Any rider taken outside of the City by Dial-a-Cab can make their return trip using Dial-a-Cab. The dedicated CONTRACTOR will be responsible for maintaining a reservation line and receiving same day trip requests, verifying rider eligibility based on client data provided by PVRTA and scheduling each trip through the Platform which will then assign trips to the appropriate dedicated or non-dedicated provider. The service operates from 7:00 a.m. to 8:00 p.m., seven days per week. Dial-a-Cab provided 9,200 passenger trips in FY 2026.

F. Vehicle Fleet

The CONTRACTOR will be provided a total of 21 vehicles from PVRTA and the City of Claremont. The fleet available to the CONTRACTOR will consist of 18 cutaways, 1 Promaster Van, and 2 accessible minivans. A detailed fleet listing is attached as **Attachment 4, PVRTA Fleet Schedule and Equipment List**.

G. Administration and Funding

The Agreement between PVRTA and the CONTRACTORS shall have an initial term of thirty-six (36) months beginning July 1, 2027 through June 30, 2030, plus up to two (2) one-year option periods exercisable solely at PVRTA's discretion, for a maximum potential term of sixty (60) months ending June 30, 2032. PVRTA is under no obligation to exercise any option, and an option

is exercised only by written notice from PVRTA given at least ninety (90) days before the end of the then-current term. Prices will be adjusted effective each July 1, as follows.

All values will be based in the Personal Consumption Expenditures Excluding Food and Energy (Chain-Type Price Index) (PCEPILFE) as reported by the Federal Reserve Bank of Saint Louis (see <https://fred.stlouisfed.org/series/PCEPILFE#:~:text=The%20Personal%20Consumption%20Expenditures%20Price%20Index%20is%20a,consumer%20expenses%20and%20reflecting%20changes%20in%20consumer%20behavior>). The initial value shall be the most recent reported level on the date final proposals are due. Thereafter, adjustments shall be made based on the most recent reported level each June 1 (with the resulting increase effective July 1).

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

PVRTA Funding Matrix			
Funding Name	Funding Source	Programs	Reporting Required
Prop A Local Return	ALL CITIES Contribution	Get About, Ready Now, Claremont DAR, Claremont Group, San Dimas DAC, Pomona Group	Yes
Subregional Incentive Funds	LA Metro	Get About, Ready Now, San Dimas DAC, Pomona Group	Yes
FTA Section 5310 Funds	Federal Transit Administration	Ready Now	Yes
TDA	City of Claremont	Claremont DAR, Claremont Group	Yes
Measure M	City of Claremont	Claremont DAR, Claremont Group	Yes
Measure R	City of Claremont	Claremont DAR, Claremont Group	Yes
MOSIP	City of Claremont	Claremont DAR, Claremont Group	Yes
STA	City of Claremont	Claremont DAR, Claremont Group	Yes
Prop C Local Return	City of Claremont	Claremont DAR, Claremont Group	Yes

H. Transportation Feasibility Study

Earlier this year, PVRTA conducted a feasibility study focused on several key objectives. This included the following:

- Analysis of how riders are utilizing PVRTA Services.
- Analysis of how PVRTA is delivering and monitoring its services.
- Analysis of how much PVRTA is paying to operate its services.
- Determine whether there is a better method or service delivery model PVRTA could utilize.

- Identify cost savings focused on stabilizing city member budget allocations.
- Provide immediate, short and long term recommendations focused on the above.

One immediate change from the Report recommendations, is in PVRTA's service delivery operations model. We are moving from a single dedicated contractor model where the dedicated contract manages all aspects of the operations (technology, nondedicated contractors, etc.) to a hybrid broker model where PVRTA contracts directly with dedicated and non-dedicated service providers. Under this model, PVRTA will also provide a single common platform used to manage all services - rider booking, driver app, driver assignment, scheduling and dispatching, trip assignment and back office operations.

Included in this hybrid broker service is shifting some oversight responsibilities to PVRTA. The day-to-day operations oversight will be a shared responsibility between PVRTA and the selected dedicated contractor. A copy of the final report can be found on PVRTA's website.

II. Instructions, Conditions and Notices to Offerors

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

A. General Information

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

Included with this RFP are Exhibit B-1, Draft Agreement for Dedicated Vehicle Operations Services, and Exhibit B-2, Draft Agreement for Non-Dedicated and On-Demand Services. Each resulting AGREEMENT has an initial term of thirty-six (36) months, July 1, 2027 through June 30, 2030, plus up to two (2) one-year options and the disclosed limited continuity extension. An awardee shall execute the AGREEMENT applicable to the awarded services. If one firm receives both categories, the separate scopes, rates and responsibilities shall remain identified in the executed documents. All proposed exceptions must be stated under Section II.M.

Exhibit A to this RFP is the SCOPE OF WORK detailing the services to be provided by the CONTRACTOR. All proposals shall identify the contracted services the CONTRACTOR is proposing on.

B. Disadvantaged Business Enterprises (DBE)

The contract is subject to the DBE Program under 49 CFR Part 26. The USDOT issued an Interim Final Rule, which was effective on October 3, 2025, that introduces important revisions to how DBE goals are managed in federal-aid transportation projects. Under this rule, race- and sex-based presumptions of social and economic disadvantage are removed. Every currently certified DBE/ACDBE will undergo reevaluation. Firms meeting the new IFR standards will be recertified at a later date. Therefore, a DBE contract goal or goals will not be included in this contract. Firms currently certified as DBE firms by the California Unified Certification Program

(CUCP) cannot be counted toward DBE contract goals or overall program goals.

Reporting requirements for the collection of race and sex-specific ownership is eliminated under the IFR and therefore will not be collected at this time. Once DBEs have been reevaluated by the CUCP, City may later amend this contract to include a DBE Conscious contract goal and require the contractor to report commitments and payments to DBE firms, as applicable.

C. Notice of Federal Participation

Financial assistance for some services will be provided through FTA awards and the applicable City of Claremont and Los Angeles County Metropolitan Transportation Authority grant or pass-through agreements. Federal requirements apply to each service component and resulting contract according to the funding source, governing award terms, contract type and applicable law. Attachment 1 shall identify the applicable federal contract clauses and certifications, including applicable provisions of 2 C.F.R. Part 200, Appendix II, and the FTA Master Agreement incorporated in the governing award. FTA Circular 4220.1G provides current third-party contracting guidance. The funding matrix and Attachment 1 shall be read together; use of federally assisted vehicles or other assets shall also be addressed. No blanket representation is made that every service is federally funded or that every federal clause applies at every tier regardless of its statutory threshold.

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

D. Submission of Proposals

Each Offeror must submit one (1) signed original copy, and one electronic copy to be submitted in a flash drive of the completed proposal marked clearly "Transit Service RFP" and showing the name of the CONTRACTOR. Original copy of Proposal submissions shall be in 3-ring binders and pages must be numbered sequentially. PVRTA will rely on the hard copy where there are differences noted between the hard and electronic copies of the proposal. If the proposer is submitting for multiple services or is proposing an ALTERNATIVE SERVICE MODEL individual technical responses and pricing must be provided. Proposals shall be submitted before **3:00 p.m. PST Friday November 13th, 2026 to:**

**Pomona Valley Transportation Authority
Attn: Nicole Carranza, CEO
2120 Foothill Blvd, Ste. #116
La Verne, CA 91750**

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

Please note that proposals are limited to a total of seventy-five (75) single-sided, letter-sized sheets using a typeface no smaller than 11 point. The seventy-five (75) pages shall include all text pages, tables, figures, exhibits, divider and cover pages, but the page count shall not

include required proposal forms, appendices and attachments to the proposal. **NOTE:** any information included in the appendices will not be included in your offer or subject to scoring.

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

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

The Scope of Work outlines preferred roles and responsibilities of the dedicated provider and non-dedicated service provider(s). PVTa anticipates awarding separate contracts to a dedicated provider and non-dedicated providers. The PVTa preferred maintenance service model is that the dedicated provider will outsource vehicle maintenance to an expert vehicle service company using a pass-through costing model. Alternative maintenance service models will be considered provided they demonstrate the service model meets PVTa's cost containment objectives. The Scope of Work provides additional information about the preferred maintenance model.

By submitting a proposal, OFFEROR certifies that neither it nor any proposed participant required to be eligible for a covered transaction is suspended, debarred or otherwise excluded under applicable federal nonprocurement requirements, including 2 C.F.R. Parts 180 and 1200. PVTa will verify applicable exclusions through SAM.gov before award. OFFEROR shall provide the required certifications and promptly disclose a change in eligibility.

No proposal shall be withdrawn after the date and time set for opening thereof, and all proposals shall remain in effect for a minimum of one hundred and fifty (150) days after the final proposal submission date.

E. Public Records and Confidentiality

Proposals submitted in response to this RFP become records of PVTa and may be subject to public disclosure under the California Public Records Act (California Government Code Sections 7920.000 et seq., formerly Sections 6250 et seq.). PVTa does not promise, and cannot promise, that any proposal or any portion of a proposal will be held in confidence. PVTa does not intend to make proposals available for public review until all negotiations are complete and a PVTa Board meeting agenda is released with a recommendation for award, unless disclosure is required by law at an earlier date. Upon release of such Board agenda and staff recommendation, proposals will be made available in response to a public records request, except to the extent that specific material has been identified as exempt in accordance with this Section and PVTa determines that the material is exempt from disclosure under applicable law. Citing an entire response as proprietary or confidential does not preclude releasing a proposer's response.

Note: A staff recommendation does not ensure the Board accepts the recommendation and awards a contract to the recommended proposer(s).

The California Public Records Act (California Government Code Sections 7920.000 et seq., formerly Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between PVRTA and the OFFEROR shall be available to the public.

If the OFFEROR believes that any portion of its proposal or of any other written communication with PVRTA is exempt from public disclosure, the OFFEROR shall, at the time the material is submitted: (i) identify the specific material claimed to be exempt, by page and by section, paragraph or line, rather than by general or blanket reference; (ii) conspicuously mark that specific material "CONFIDENTIAL"; (iii) state the specific statutory or other legal basis for the claimed exemption, including the particular provision of the California Public Records Act or other law relied upon; and (iv) state the factual basis for the claim, including why disclosure would cause substantial injury to the OFFEROR's competitive position. OFFERORS are encouraged to submit, in addition to their complete proposal, a redacted copy suitable for public release.

The OFFEROR may not designate its entire proposal or bid as confidential or exempt, and may not apply a blanket designation to an entire volume, section, exhibit or attachment. The OFFEROR may not designate as confidential its cost or price proposal, or any required proposal or bid forms, certifications or assurances. A designation that does not comply with this Section, or that is applied to material that is not eligible for exemption under applicable law, is ineffective, and PVRTA may release the material without further notice to the OFFEROR.

PVRTA retains sole and final authority to determine whether material identified by an OFFEROR is exempt from disclosure under applicable law. An OFFEROR's designation is not binding on PVRTA. If PVRTA determines that disclosure of designated material is required by law, PVRTA may release the material notwithstanding the designation. Where practicable and where the time allowed for response to a public records request permits, PVRTA will endeavor to notify the OFFEROR before releasing material the OFFEROR has designated as exempt, so that the OFFEROR may seek a protective order or other judicial relief at its own expense. PVRTA is under no obligation to withhold the material pending such relief unless directed to do so by a court of competent jurisdiction.

PVRTA has no obligation to assert, defend or litigate a claimed exemption on behalf of an OFFEROR, and shall not be required to initiate, join in or bear the cost of any action or proceeding to prevent disclosure of OFFEROR information. If PVRTA withholds information at the OFFEROR's request and that withholding is challenged, the OFFEROR shall be solely responsible for defending its designation, and shall indemnify, defend and hold harmless PVRTA and its Board members, officers, employees and agents from and against all claims, damages, penalties, costs and expenses (including but not limited to attorney's fees that may be awarded to the party requesting the OFFEROR information) arising out of or relating to the non-disclosure. PVRTA shall not be responsible for identifying or redacting material content the OFFEROR may consider confidential.

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

release of, OFFEROR information in accordance with this Section.

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

F. Definitions

In this section (Trade Secrets and Confidentiality) – The term “candidate” includes the candidate as OFFEROR (that is, after it is a party to a contract with PVTA).

The term “trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

- a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
- b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

The term “record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by PVTA connection with the OFFEROR’s proposal.

- a. **Designation of Confidential Records.** To the extent that the candidate wishes to maintain the confidentiality of trade secrets contained in materials provided to PVTA, the candidate shall prominently designate the material with the words “trade secrets” at the time of its initial disclosure to PVTA. The OFFEROR shall not designate any material provided to PVTA as trade secrets unless the candidate has a reasonable and good-faith belief that the material contains a trade secret. At the time of designation, and promptly upon any subsequent request by PVTA, the candidate shall disclose to PVTA the specific statutory or other legal basis for the designation and the candidate’s reasoning for designating material as trade secrets; the candidate may need to label parts of that reasoning as trade secrets. In providing materials to PVTA, the candidate shall make reasonable efforts to separate those designated as trade secrets from those not so designated, both to facilitate PVTA’s use of the materials and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a trade secret, the page must be marked clearly to communicate that distinction. To avoid mistakes or confusion, it is generally best to have only trade secret information on a page and nothing else on that page.

PVTA will handle records properly designated “trade secrets” in accordance with this section and applicable state and federal law. Nothing in this section creates any promise or obligation of confidentiality beyond what applicable law requires. PVTA retains sole and final authority to determine whether a record designated as “trade secrets” is exempt from disclosure, and may release any such record if PVTA determines that disclosure is required by law. Whenever the candidate ceases to have a good faith belief that a particular record contains a trade secret, it shall promptly notify PVTA.

G. Tentative Schedule

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

Date	Event
October 5, 2026	PVTA issues RFP
October 12, 2026	11:00 a.m. Voluntary Pre-Proposal Conference
October 15, 2026	3:00 p.m. Deadline for submitting written questions to PVTA
October 22nd, 2026	Final Addenda and Answers Issued
November 13th, 2026	3:00 p.m. Proposals due
November 16th - December 1st, 2026	Panel evaluates proposals
December 2, 2026	11:00 a.m. Panelist meeting
December 10th, 2026	Interviews (if needed)
December 16th, 2026	Negotiations/Best and Final Offers
December 21st, 2026	Notice of Intended Award Letter
January 20th, 2027	Award of contract PVTA Board approval
July 1, 2027	Initiation of services under contract

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

H. Pre-Proposal Conference and Questions

A pre-proposal conference will be held at 11:00 a.m. October 12, 2026 Via Zoom for the purpose of receiving questions and comments pertaining to this RFP.

<https://us02web.zoom.us/j/89055633095?pwd=tCdPHkcaoewUNOlaH2VgvZaibalwnl.1>

While attendance at this meeting is not mandatory, it is highly recommended and may be taken into consideration in reviewing proposals. Questions are required to be submitted in writing.

Questions and comments may also be submitted in writing:

- At the pre-proposal conference; or
- By mail or delivery service to Pomona Valley Transportation Authority, Nicole Carranza, CEO, 2120 Foothill Blvd. Ste. #116, La Verne, CA. 91750
- E-mail to: nicole@pvtrans.org

Written questions and comments must be submitted by 3:00 p.m. on October 15, 2026.

A written response to questions received at the pre-proposal conference and to written questions received by October 15, 2026 will be sent to all parties who have submitted questions, attended the pre-proposal conference, or expressed interest as of October 15, 2026. The written response is expected to be sent by or before October 22nd, 2026 as an addendum to this RFP. The addendum will be sent to the email address provided in the written question response.

I. RFP Addenda

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

Addenda will be emailed to OFFERORS at the address provided by OFFERORS. All addenda shall be acknowledged, signed, and attached to the PROPOSAL FORM. Failure to attach any addenda may cause the proposal to be considered non-responsive. Such proposals will be rejected.

J. Verbal Agreement or Conversation

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

K. Screening, Selection and Award

An evaluation team consisting of PVTA stakeholders and/or independent consultants shall

review the proposals, discuss, and rank the proposals according to the evaluation criteria. An OFFEROR will not be told their rankings among other OFFERS.

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

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

The screening and selection process will be as follows:

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

Step 2: Responsive proposals will be reviewed by an evaluation panel based on the EVALUATION CRITERIA of this RFP and the weightings assigned thereto. Following such evaluation, a decision will be made whether to recommend award of the contract without interviews or to negotiate with OFFERORS within the competitive range. The decision is expected by December 2nd, 2026.

PVTA will select the OFFEROR that PVTA believes best meets the evaluation criteria in the best interests of PVTA and its member cities. Final selection, if any, will be made on a “best value and best fit” basis.

If a decision is made to conduct interviews, OFFERORS determined to be within a competitive range will be interviewed on Thursday December 10, 2026. The purpose of such interviews will be to obtain additional information or clarification of OFFERORS' proposals, and to discuss modifications of such proposals.

At a minimum, the proposed on-site project manager, the next-senior manager to whom this project reports, and a senior manager authorized to commit on behalf of the OFFEROR shall be present at interviews. OFFEROR is strongly encouraged, but not required, to have the proposed Operations and Maintenance Supervisors present. Failure to provide the requested personnel for the interviews may be grounds for disqualification of the proposal.

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

The Pomona Valley Transportation Authority Board of Directors will receive a recommendation

from the Evaluation Panel based on the results of the proposal evaluation; personal interviews; reference checks; negotiations; and best and final offers, if requested. Such a recommendation is scheduled for the January 20, 2027 , meeting of the Board of Directors. That meeting is scheduled for 5:00 p.m. in the La Verne City Hall chambers.

Split award - PVTa may award a single agreement covering all service components, separate agreements for the dedicated and non-dedicated service components, or separate agreements for individual service components to different proposers, whichever PVTa determines to be most advantageous to PVTa.

Responsibility and financial viability - Before award, PVTa will determine whether the apparent successful proposer is responsible, considering financial capacity and audited financial statements, performance and safety record, references, integrity and business ethics, necessary organizational and technical resources, transition readiness, and eligibility under federal, state and local law, including that the proposer is not suspended, debarred or otherwise excluded. PVTa may request additional information and may decline to award to a proposer it determines to be non-responsible.

Tie scores - If two or more proposals receive the same total score, PVTa will resolve the tie by, in order: the higher score on the Implementation Plan/Service Improvement Plan factor; then the higher score on the Capability, Management Approach and Experience factor; then the lower total evaluated cost. If a tie remains, PVTa may request revised offers from the tied proposers. PVTa reserves the right to rescore an OFFERORS proposal.

Distribution of information - All questions concerning this solicitation and all official responses shall be in writing. Any material information furnished to one proposer will be furnished to all proposers by written addendum.

Conditions on award - Any award is subject to approval by the PVTa Board of Directors and to the availability and appropriation of funds, including grant funds and member city contributions. No agreement is binding on PVTa until executed by PVTa, and PVTa's obligations in any fiscal year are limited to amounts appropriated and authorized by the Board for that year. PVTa may reduce, suspend or terminate services in the event that funding is reduced, delayed or not appropriated.

Alternate Proposals - an OFFEROR who presents an alternative proposal will be evaluated using the same criteria as defined in this solicitation. Any benefit from innovation or an alternative operating model will be evaluated only within the disclosed factors and weights; no undisclosed bonus or separate preference will be awarded.

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

remedy errors of the RFP, Cancel the entire RFP, issue subsequent RFP, Appoint evaluation committees to review proposals, seek the assistance of outside technical experts to review proposals, approve or disapprove the use of particular subcontractors and suppliers. PVRTA also could establish a short list of proposers eligible for discussion after review of written proposals, solicit best and final offers (BAFO) from all of some of the proposers, negotiate with any, all or none of the proposers, award a contract to one or more proposers, accept the lowest priced proposal. PVRTA can disqualify an OFFEROR's proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the proposer(s). PVRTA may waive any informalities or irregularities in any proposal, to the extent permitted by law, and award a contract without interviews, discussions or negotiations.

L. Attempt to Influence Officials

With the exception of contacting PVRTA staff to ask questions regarding this RFP (see Section H above), any party submitting a proposal shall not contact or lobby any PVRTA Board member, city council representative, employee or agent regarding the RFP. Any party attempting to influence the proposal, submittal and review process through ex parte contact of any PVRTA official shall have their proposal disqualified. This restriction applies to contacts intended to influence, or that could reasonably be expected to influence, this procurement. It does not restrict communications unrelated to this solicitation, including the ordinary administration of an existing contract, day-to-day service operations, invoicing, safety or emergency communications, or participation in the public portion of a PVRTA Board or city council meeting.

M. Exceptions

An OFFEROR that takes exception to any term of this RFP, the Scope of Work, or the DRAFT AGREEMENT shall state each exception in its proposal, identifying the provision, the proposed alternative language, and the reason for the exception. Exceptions not stated in the proposal are waived. PVRTA will evaluate proposed exceptions as part of the responsibility and technical evaluation and may, in its sole discretion, accept an exception, negotiate it, reject it, or find a proposal non-responsive if its exceptions materially alter the requirements of this RFP or the risk allocation of the DRAFT AGREEMENT. Except as PVRTA expressly accepts an exception in writing, an OFFEROR may not take exception to or alter any requirement of this RFP.

N. Evaluation Criteria

This RFP has been structured to provide specific requirements which function as a standardized framework for the evaluation of an OFFEROR'S qualifications. The following items comprise the evaluation criteria pursuant to which the written proposals will be evaluated:

- **Capability, Management Approach and Experience** - This factor will include a review and evaluation of the information submitted in response to Sections III.B and III.C of this RFP. Scoring Weight 25% (25 points)
- **Quality of Program Submittals** - This factor will include a review and evaluation of the information submitted in response to Sections III.D (Operations), III.E, III.F, III.G, III.H and III.I of this RFP. Scoring Weight 20% (20 points)
- **Cost** - This factor will include a review and evaluation of the start-up fee, fixed fee,

operations costs, operating cost rate per revenue hour, and optional fees proposed, as submitted on the Cost Proposal Form required by Section III.L. Scoring Weight 20% (20 points)

- **Implementation Plan/Service Improvement Plan** - This factor includes review and evaluation of the information submitted in response to Sections III.D (Implementation Plan and Service Improvement Plan), III.J (Transition Plan/Time Schedule) and III.K of this RFP. Scoring Weight 35% (35 points)

Mandatory requirements (pass/fail). The following are evaluated on a pass/fail basis and are not scored. A proposal that does not meet them may be found non-responsive or the proposer non-responsible and will not be scored: minimum five years' experience providing public demand-responsive transportation; submission of three years of audited financial statements; submission of all required forms, certifications and the Cost Proposal Form; acknowledgment of all addenda; documentation of a facility meeting the location requirement of Section III.I (as applicable); and eligibility to contract, including not being suspended, debarred or otherwise excluded from federally assisted contracts.

Method of scoring. Proposals are scored on a 100-point basis across the four weighted factors above. After those factors have been scored, PVTA will add ten (10) preference points to the score of each OFFEROR that makes the employee-retention commitment required by California Labor Code section 1072(a), as described in Section III.C. The maximum score after the preference is 110 points. The preference is not a ten-percent discount to the evaluated price, is not a multiplication of the earned score by 1.10, and does not change the proposed contract price. No partial or self-selected commitment qualifies. Each score sheet shall state the four factor scores, their total out of 100, the qualifying retention declaration, the preference of either 10 or zero points, and the final total out of 110. The same method applies at the initial evaluation and any rescoring or best-and-final-offer evaluation. Each separately evaluated award shall use the disclosed criteria for that service category. Exceptions to the DRAFT AGREEMENT or Scope of Work are considered within Capability, Management Approach and Experience and the responsibility determination. The considerations below are elements of the four factors, with no separate points or undisclosed weight.

Considerations

Considerations

In scoring the weighted criteria above, PVTA will also consider the following factors:

Experience, Technical Competence, and Approach

Proposals will be evaluated in terms of demonstrated experience in similar projects. Proposals should demonstrate OFFERORS' understanding of service and system requirements and demonstrate the ability to meet service performance goals and comply with all technical and administrative requirements. Specific emphasis will be placed on the OFFERORS' ability to manage services efficiently and is best fit given PVTA's productivity and business objectives to manage trip requests and service delivery within the model / framework cited in this request for proposals. PVTA is seeking a set of transportation providers who share the same passion for providing community transportation services. As such, the OFFERORS response should demonstrate by example, experience and approach how it plans to address those key objectives

cited in this RFP.

Qualifications of Key Personnel

Qualifications and experience of Operations Manager, Vehicle Service Manager, and other key personnel identified by the OFFEROR.

Personnel Management Program

Adequacy of wage and benefit packages, any employee incentive program, employee selection process and drug policy. Emphasis will be placed on adequacy of training programs and demonstrated safety record. The retention commitment is credited only through the statutory preference in Sections II.N and III.C and receives no additional discretionary points.

Vehicle Maintenance Service Program

The extent to which the OFFEROR meets the vehicle maintenance program utilizing an outsourced vehicle service company that meets PVTA's objectives as defined in the Scope of Work Section 4.3.8.

Adequacy of Proposed Facilities

PVTA desires the DEDICATED provider to have its operations facility within the PVTA service area. Higher weighted values in scoring will be provided for OFFERORS who propose using PVTA's desired facility strategy cited in the Scope of Work section 3.15.

Cost Effectiveness of Proposal

The OFFERORS proposal provides the best price taking into consideration PVTA's service standards, city member cost containment objectives, and is determined to be the best combined set of experience, personnel, vehicle service strategy which further demonstrates the highest value for meeting the operational objectives of PVTA.

O. Alternatives

If an alternative proposal is submitted, it must be clearly identified as such. No such proposal shall be considered unless it satisfies all requirements of this RFP. PVTA expressly reserves the right at its sole discretion to consider such alternate proposals and to award a contract based thereon if determined to be in PVTA'S best interest. An alternative proposal will be evaluated only if the proposer also submits a proposal that conforms to the requirements of this RFP. An alternative proposal will be scored against the same evaluation criteria as conforming proposals, and the proposer shall separately identify every respect in which the alternative departs from the Scope of Work, the DRAFT AGREEMENT and the cost structure, together with the cost and service consequences of each departure. PVTA is under no obligation to consider or award on the basis of any alternative proposal.

P. OFFEROR's Representations

In submitting a proposal, the OFFEROR affirms that he or she is familiar with all requirements of the RFP and has sufficiently informed himself or herself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, equipment or facilities called for in this RFP; that he or she has checked the proposal for errors and omissions; that the prices

stated are correct and as intended by the OFFEROR and are a complete statement of his or her prices for performing the work or furnishing the labor, supplies, materials, equipment or facilities required. The above provisions shall apply equally to any proposal modifications submitted by OFFEROR in a “Best and Final” offer.

P.1 Organizational Conflicts of Interest

An organizational conflict of interest exists where a person or firm, because of its other activities, relationships or contracts, is unable or potentially unable to render impartial assistance or advice to PVTa, has an unfair competitive advantage, or where its objectivity in performing the contract work is or might be otherwise impaired. Consistent with PVTa's procurement policy and 2 C.F.R. section 200.319, a contractor or consultant that developed or drafted the specifications, requirements, statement of work, evaluation criteria, invitation for bids or request for proposals for this procurement, or that assisted PVTa in doing so, is excluded from competing for the resulting contract, whether as a proposer, partner, joint venturer, subcontractor, or supplier of a proposer.

Each proposer shall disclose in its proposal any actual, apparent or potential organizational conflict of interest, including any role its firm, its affiliates, or any proposed subcontractor or key personnel had in the PVTa Transportation Feasibility Study or in the preparation of this solicitation, and any financial, employment or family relationship with a PVTa officer, employee, evaluation committee member, or member city official. PVTa will evaluate each disclosure and may, in its sole discretion, determine that a conflict can be avoided, neutralized or mitigated, may require a mitigation plan as a condition of award, or may find the proposer ineligible. Failure to disclose a known or suspected conflict is grounds for rejection of the proposal or termination of any resulting agreement.

Every member of the evaluation committee shall execute a conflict-of-interest certification before reviewing proposals, and shall disclose any circumstance that arises during the evaluation that could affect impartiality.

Q. Pre-Contractual Expenses

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

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

R. Compliance with Laws and Requirements

By submitting a proposal, OFFEROR certifies that he or she will comply with all local, state and

federal laws and requirements including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, Americans with Disabilities Act, and other laws and regulations applicable to contracts utilizing state and/or federal funds. In connection with this project, the OFFEROR shall not discriminate on the grounds of race, color, or national origin.

S. Interpretation

The laws of the State of California without reference to its conflicts of laws provisions shall govern all the rights and duties of the successful OFFEROR and PVTA under the contract entered into pursuant to this RFP. Any proceedings related to this solicitation and any resulting agreement shall be subject to the exclusive jurisdiction of the state and federal courts exercising jurisdiction over Pomona, California.

T. Execution of the Agreement

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

The successful OFFEROR shall execute and return the AGREEMENT, together with all required insurance certificates and endorsements, within twenty (20) business days after the date of PVTA's notice of award issued following approval by the PVTA Board of Directors, and in no event later than the expiration of the proposal validity period set forth in Part 11 Section D of this RFP. If the successful OFFEROR fails to do so, PVTA may, in its sole discretion, rescind the award and award to the next highest-ranked OFFEROR or cancel the solicitation.

III. Proposal Submittal Format Requirements

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

A. Cover Letter

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

A1. Table of Contents

A Table of Contents must be included next, and the remaining required submittals should follow and be presented in the order set forth.

B. Capabilities, Management Approach, Experience, References and Financial Viability

In order to be considered eligible OFFERORS must have a minimum five years' experience providing public demand-based response transportation. Discuss the overall capabilities of the company. Include a description of the company's history and recent relevant experience as it directly applies to the Scope of Work. Provide a copy of the three (3) most recent financial statements audited by an independent third party. Claims of confidentiality for financial statements shall be addressed under Section II.E; PVRTA will determine disclosure under the California Public Records Act and does not promise categorical confidentiality.

OFFEROR shall provide a listing of experience in the transit field, together with the names, addresses, and telephone numbers of at least five other public agencies for whom similar demand-based services are provided. Each reference should include a summary of work provided, identify the OFFERORS' role in providing the services and provide annual performance metrics, efficiency and cost savings provided to the client. Include any relevant innovative approaches provided to the client and services being provided.

A statement explaining and documenting the Proposer's ability and approach to performing the scope of work set forth in Exhibit A of this RFP. This statement should include any strategies or concepts the OFFEROR has for enhancing service quality, reducing costs, or otherwise planned methods to improve the productivity or performance of PVRTA Services and specific examples of such success elsewhere. This statement should also include a list of all entities (public and private) which the Proposer has managed on demand transit service during the past five years, on the basis of a fixed fee and variable rate per revenue hour of service, including an identification of the services rendered, and the current status of the Proposer's involvement in those services.

C. Organizational Structure and Proposed Personnel and Management Plan

A statement explaining the organizational structure recommended by the OFFEROR for the provision of PVRTA services including a job description, as well as an organizational chart that denotes full-time employee equivalents, for all positions within the organization. The total number of personnel necessary for the operations of PVRTA services will be determined by the successful Proposer. The staffing plan should identify the extent that any proposed service is

being provided by a corporate entity or structure and/or whether a proposed staff member has shared responsibilities supporting other clients or the corporation. Job sharing within the staff structure is discouraged.

However, the successful Proposer must adhere to its proposed staffing and personnel program at all times, unless PVTA explicitly authorizes otherwise in writing. Proposers are to include the resumes showing all relevant education, training and experience of the proposed administrative and management staff. If OFFEROR has corporate support, then the OFFEROR must provide a summary of the Corporate support services provided to the local operations and the level of access and/or engagement a corporate support entity has for local operations staff.

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

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

OFFEROR should also describe other personnel sufficient to indicate how their particular experience, skill and availability will affect the performance of this contract. OFFEROR should describe the corporate support available to the project in the areas of scheduling and dispatch, safety, maintenance, human resources, and reporting.

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

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

Pursuant to California Labor Code section 1070 et seq., including section 1072, each OFFEROR shall declare in its proposal whether it commits to retain all covered employees of the prior contractor and subcontractors for at least ninety (90) days if awarded the service contract. The commitment must cover the employees within the statutory definition for the services being awarded, subject only to the qualifications, reasonable and substantiated cause, and staffing-reduction provisions of section 1072. A self-selected or partial commitment that excludes otherwise covered employees does not qualify for the preference. A qualifying OFFEROR will receive ten (10) additional evaluation points under Section II.N, for a maximum total of 110 points. A refusal to make the retention commitment receives no preference; the required declaration must nevertheless be submitted. The commitment is incorporated into the resulting AGREEMENT. "Employee" has the meaning in Labor Code section 1071(d), including its

exclusions for specified overtime-exempt employees and persons excluded by section 2(3) of the National Labor Relations Act. The following requirements apply:

A successor OFFEROR or subcontractor who agrees to retain employees, pursuant to Labor Code section 1072(a) shall retain employees who have been employed by the prior contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the successor contractor or subcontractor.

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

Labor Code section 1072 does not itself require the successor to pay identical wages or benefits. Other applicable law, collective bargaining obligations and applicable federal labor-protection requirements remain effective.

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

PVTA will make the incumbent contractor's current employee counts, wage rates, benefits and job classifications available in writing to each bona fide OFFEROR in Attachment 3 or by written addendum at least thirty (30) days before proposals are due, as required by Labor Code section 1072(c)(1). If the required information is supplied later, PVTA will extend the proposal deadline to preserve that period. Public bidder information shall be aggregate or otherwise non-personally identifiable and sufficiently detailed to disclose the applicable wage rates and benefits by job classification; historical averages alone do not substitute for current information. If a successor contract is awarded to a new contractor, the incumbent shall provide the successor the names, addresses, dates of hire, wages, benefit levels and job classifications required by section 1072(c)(1) through a secure transfer. These disclosure duties shall be included in each service contract.

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

OFFEROR must document OFFEROR's screening program for vehicle operator employees

including a proposed substance abuse screening program in accordance with Exhibit A, SCOPE OF WORK section 3.2.4.

D. Operations

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

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

Proposed sections:

1. Implementation Plan

OFFERORS shall submit a detailed plan showing how all start-up tasks (e.g. personnel recruitment/hiring, initial training, facility/technology preparation, etc.) will be completed prior to system start-up. Significant milestones should be identified.

2. Service Improvement Plan

PVTA is seeking creative approaches to improving PVTA service quality and productivity. Rather than attempt to design a methodology and force a proposer to attempt to make the concept work, PVTA desires to draw upon the knowledge of OFFERORS having performed similar services in other areas across the country for new ideas. As such, OFFERORS are invited to analyze service requirements as provided in this RFP, as well as request other service information to support cost reduction and/or service improvements. Potential areas for improvement may be direct brokering trips to multiple providers and service types including (on-demand, dial a ride, group rides), real-time trip service delivery, and operations models that focus on performance and productivity. PVTA is seeking innovative ways to better meet service demands as it's felt the legacy contracting model is no longer a viable service solution.

E. Reservation, Scheduling & Dispatch System

PVTA will provide a dispatch platform which shall be used to manage reservations, scheduling and dispatching of all PVTA services. This platform will be used by dedicated and non-dedicated providers. TNCs will be required to have an integration with the specified platform. A detailed description of the platform is defined in the Scope of Work Section 2.3.6 and Section 3.8.

The reservation, scheduling and dispatch system description shall include a staffing schedule for dispatch and reservation functions. PVTA maintains a database of registered clients and the platform will include active riders eligible for service. PVTA may want to make a site visit to

observe the system in operation. The OFFEROR should present an implementation schedule that documents major milestones during the installation, training, and testing phases of the project.

F. Coverage and Driver Resourcing Plan for Overflow & Non- dedicated On Demand Services

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

G. Reporting and Accounting

The OFFEROR must propose an adequate management information system (MIS) to implement and maintain the data collection, accounting and reporting requirements of the SCOPE OF WORK section 6 (Records and Reporting). The MIS proposal must include a description of computer resources to be used, if any, including the software, computer equipment and personnel skilled to use such equipment.

OFFEROR shall provide a breakdown of the costs for computer equipment and software, identifying one-time acquisition costs as well as on-going costs relating to system operation. OFFEROR shall identify current locations where the reporting systems are currently being used by the OFFEROR. OFFEROR'S proposal shall provide samples of reports generated by the MIS as an appendix.

H. Insurance and Indemnity

The minimum insurance, indemnity, defense and risk-allocation requirements are stated in Articles 10 through 13 of Exhibit B-1 for dedicated operations and Exhibit B-2 for non-dedicated and on-demand services. Each OFFEROR shall address the AGREEMENT applicable to the services it offers. The requirements below and in the applicable AGREEMENT shall be read together; Article 10 of that AGREEMENT controls an inconsistency in the insurance summary.

Any material pre-award change will be issued to all OFFERORS by written addendum with adequate response time. OFFEROR shall disclose policy periods, deductibles, self-insured retentions, self-insurance and applicable shared aggregates, and provide the loss experience for the reference projects.

OFFEROR shall submit a certificate of insurance or broker's letter confirming its ability to obtain and maintain the following coverages for the contract term and extensions. A certificate alone does not amend a policy or establish additional-insured status. Before performance, the successful OFFEROR shall provide the required endorsements and other evidence under Article 10:

- Commercial general liability, including premises and operations, products and completed operations, personal and advertising injury, and contractual liability: \$5,000,000 per occurrence and \$10,000,000 general aggregate. The aggregate shall apply separately to this AGREEMENT or be supported by an equivalent allocation approved in writing by PVTa. Primary and applicable excess coverage may be combined as provided below.
- Automobile liability: \$10,000,000 combined single limit per accident for owned, hired, non-owned and other vehicles used to perform the services, including driver-supplied vehicles and any PVTa or City of Claremont vehicles entrusted to the CONTRACTOR. No exclusion, sublimit or reduced limit may apply to the passenger-transportation, paratransit, mobility-device or transportation-network operations actually performed. Non-dedicated coverage shall apply at that limit while a driver is en route to, waiting for, or transporting a PVTa passenger. Uninsured and underinsured motorist coverage shall be included, and the OFFEROR shall disclose its limits and any proposed exception for PVTa's approval before award.
- Workers' compensation at statutory limits and employers' liability of \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. A non-dedicated driver model must also satisfy any legally required occupational accident or other driver-protection coverage; it does not excuse workers' compensation where employment status requires it.
- Professional liability or technology errors and omissions for reservation, scheduling, dispatch, integration or technology services performed under the AGREEMENT: \$1,000,000 each claim and \$2,000,000 aggregate. A combined cyber and technology policy is acceptable only if it expressly covers both exposures and preserves the respective required limits. The Platform vendor's insurance does not satisfy the CONTRACTOR's obligation for its own work.
- Primary and excess or umbrella policies may combine to satisfy the total minimum limits in this schedule; no additional fixed umbrella layer is required above those totals. Each relied-upon excess layer shall cover the applicable scheduled underlying general liability, automobile liability or employers' liability exposure and provide sufficient per-occurrence or per-accident and aggregate limits to meet that coverage's stated minimum. Shared towers, aggregates, defense-cost erosion, exclusions and attachment

points shall be disclosed and approved by PVTa. No automatic or unrestricted drop-down is assumed. CONTRACTOR shall maintain the required available limits and promptly restore or replace impaired limits. Excess coverage counts for cyber, professional liability or abuse/molestation only if the policy expressly covers that exposure.

- Cyber and privacy liability: \$5,000,000 each occurrence, claim or loss, as applicable to the policy form, and \$5,000,000 aggregate, including unauthorized access, loss of rider data and trip records, breach response, notification and legally insurable regulatory liability. Disclose defense-cost erosion and all relevant sublimits; any reduction below the stated protection requires PVTa's written approval.

- Sexual abuse and molestation: \$5,000,000 each occurrence or claim, as applicable to the policy form, and \$10,000,000 aggregate, covering the passenger-assistance services performed. Coverage is required and is not satisfied by a general liability policy that excludes the exposure.

- Transportation pollution coverage shall be provided by CA 99 48 or an equivalent endorsement appropriate to the operations. If that endorsement is unavailable, separate pollution liability shall provide at least \$1,000,000 per occurrence and \$2,000,000 aggregate and cover the relevant transportation exposure. Separate pollution coverage at those limits is also required for fueling, maintenance, fluid handling, waste storage or disposal and premises exposures to the extent the automobile endorsement does not cover them. A federal financial-responsibility endorsement is required only where applicable law requires it and is not a substitute for the required pollution coverage.

- For the dedicated CONTRACTOR and its maintenance subcontractor, garagekeepers coverage on a direct-primary basis, or equivalent direct coverage approved by PVTa, shall protect PVTa and City of Claremont vehicles in their care, custody or control, including storage, servicing and maintenance, with a limit of at least \$4,000,000 per occurrence. Limits shall cover the maximum combined values exposed at one location or event; any increase in exposed values requires a corresponding approved limit adjustment. Towing shall be covered by the appropriate on-hook or equivalent physical-damage coverage for the vehicles exposed. This coverage does not replace the automobile physical-damage coverage required below.

- For dedicated operations, CONTRACTOR shall maintain collision and comprehensive physical-damage insurance at actual cash value for every PVTa and City of Claremont vehicle in its custody, including operation, parking, storage and authorized movement, with a deductible not exceeding \$5,000 per occurrence unless PVTa approves otherwise in writing. PVTa and the applicable vehicle owner shall be named as loss payees as their interests appear. The option to bear the loss without insurance is deleted; any alternative requires an express written amendment following PVTa's financial and risk review. Recovery and any residual parking-loss allocation remain subject to Scope of Work Section 4.5.2, without double recovery or contribution from PVTa's insurance or self-insurance.

- Crime insurance: \$1,000,000 per occurrence, including employee dishonesty and theft of funds or property entrusted by PVTa, with coverage protecting PVTa's interest as an identified loss payee or equivalent approved beneficiary.
- Terrorism coverage: \$5,000,000 per occurrence where commercially available for the relevant operations. OFFEROR shall identify the affected policies and any terrorism exclusion or sublimit. If unavailable, OFFEROR shall provide written broker evidence and request an exception under Section II.M before award; unavailability does not reduce the automobile liability limit or any protection otherwise required by law.
- Additional-insured protection shall apply to general liability, automobile liability, and applicable excess/umbrella and other liability policies where appropriate to the coverage, for PVTa, the City of Claremont, each PVTa member city, and their boards, officers, officials, employees, agents and volunteers, to the extent of liability arising from CONTRACTOR's work and not solely vicarious liability. General liability shall include ongoing and completed operations. Workers' compensation and employers' liability are not subject to an additional-insured requirement; property, physical-damage and crime policies shall protect PVTa and the owner through loss-payee or equivalent provisions. Professional, cyber and pollution endorsements shall be tailored to the coverage and submitted for PVTa's review; unavailable endorsements require an express approved alternative.
- The applicable liability coverage, including any excess layer relied upon, shall be primary and noncontributory to any insurance, self-insurance or risk-pool coverage maintained by PVTa or a member city. PVTa's programs shall not contribute. Liability policies shall include separation of insureds or equivalent protection.
- Waivers of subrogation shall protect PVTa and its member cities under general liability, automobile liability, workers' compensation, physical-damage and other policies where appropriate to the covered risk and legally and commercially available. CONTRACTOR shall disclose any unavailable waiver and obtain PVTa's written approval of an alternative; no exception waives the primary and noncontributory protection or creates contribution by PVTa's insurance or self-insurance.
- CONTRACTOR shall provide PVTa at least thirty (30) days' written notice of cancellation, nonrenewal or material reduction when within CONTRACTOR's control, and ten (10) days for cancellation for nonpayment. Insurer notice endorsements shall be provided to the extent commercially available. If an insurer gives shorter notice or limits are impaired without advance warning, CONTRACTOR shall notify PVTa within two (2) business days after learning of it and maintain replacement coverage without a lapse. CONTRACTOR remains responsible for notice even if the insurer does not provide it.

OFFEROR shall identify each subcontractor it proposes to use, including the maintenance subcontractor and any towing, washing, mobile maintenance or staffing subcontractor, and shall state the insurance and indemnity OFFEROR will require of each. OFFEROR shall confirm that it accepts responsibility for the acts and omissions of its drivers, dispatchers, reservationists, road supervisors, vehicle service personnel, maintenance subcontractor and all other subcontractors,

as provided in the applicable Exhibit B-1 or B-2, Article 13. PVTA's non-dedicated and on-demand providers, including any Transportation Network Company and any non-dedicated wheelchair-accessible vehicle provider, contract directly with PVTA and are not subcontractors of the dedicated CONTRACTOR; OFFEROR is not required to insure their operations.

Any exception to the insurance, indemnification, defense or risk-allocation provisions of the applicable Exhibit B-1 or B-2 shall be stated in OFFEROR's response to Part II.M, Exceptions. A proposal that conditions the required coverages, the indemnity or the duty to defend on terms PVTA has not accepted in writing may be determined non-responsive.

I. Facility and Maintenance Program

PVTA desires the DEDICATED provider to have its operations facility within the PVTA service area. In addition, PVTA's preferred maintenance model is that the dedicated provider subcontracts maintenance with an experienced third party operating in a cost pass-through method. As such, PVTA encourages OFFERORS to consider presenting an innovative facility and maintenance strategy. This innovative strategy includes securing depots or service hubs where vehicles are parked in a secure area. Additional details regarding this approach are defined below. Of interest, PVTA is willing to mutually assist its awarded dedicated contractor with securing a mutually acceptable facility.

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

The facility should meet the following minimum requirements:

- The operations facility, and each depot or service hub at which PVTA vehicles are parked, must be located within the PVTA service area, or within five (5) miles of the PVTA service area as agreed to in writing by PVTA, and must comply with the requirements of Exhibit A, Scope of Work, Section 3.15. Include descriptions of the computer and phone systems at each proposed location.
- OFFEROR should describe their plans for fueling and cleaning of PVTA and City of Claremont vehicles and demonstrate they meet PVTA's standards as defined in the Scope of Work sections 4.2.3 and 4.2.5.
- OFFEROR shall provide adequate documentation of facility's availability, such as, letter from the lessor, a proposed lease or other appropriate documentation. Failure of the OFFEROR to provide the facility or equipment identified in their proposal may be cause for cancellation of contract award or termination of the Agreement between the OFFEROR and PVTA.

The OFFEROR must have the capability to carry out the complete maintenance program specified in Exhibit A, SCOPE OF WORK, Section 4. The OFFEROR must document in the proposal its maintenance record-keeping and accounting system, and procedures for administering a preventive maintenance program.

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

PVTa prefers operating its services using a vehicle hub or depot. Below is an example of PVTa's preferred facility model.

Dial-a-Ride Vehicle Depot Description

The PVTa vehicle depot functions as the daily operating base for dial-a-ride service, housing the fleet of paratransit cutaway vans and modified mini buses configured for ambulatory passengers, wheelchair users, and riders requiring door-to-door or curb-to-curb assistance. Vehicles are assigned to marked parking stalls arranged to support safe pull-out, accessible boarding-equipment testing, and clear circulation for drivers, supervisors, and service vehicles. Drivers report directly to their assigned vehicle at the start of shift rather than first reporting through a centralized indoor dispatch area, allowing the startup process to occur at the vehicle while maintaining radio, mobile data terminal, and supervisor communication with operations control.

Driver Vehicle Safety Checks

Before leaving the depot, each driver completes and documents a pre-trip safety inspection of the assigned vehicle. The check includes exterior condition, tires, mirrors, lights, signals, windshield and wipers, horn, brakes, steering, fluid leaks, dashboard warning indicators, emergency equipment, cleanliness, and removal of loose objects or trip hazards. For accessible vehicles, the driver also verifies that the wheelchair lift or ramp deploys, lowers, raises, and stows correctly; safety interlocks and roll stops function; entry doors and thresholds are clear; wheelchair tie-downs, floor anchors, occupant restraints, and securement hardware are present, clean, undamaged, and operational; and accessibility instructions or placards are visible. Any defect that could affect safe operation, passenger securement, or accessible boarding is reported immediately through the agency's defect-reporting process, and the vehicle is held out of service until it is cleared or replaced.

Road Supervisor Fit-for-Duty Checks

Road supervisors circulate through the depot during pull-out to confirm that operators are prepared for duty and that service begins in a controlled, safe manner. The fit-for-duty check may include visual confirmation that the driver is alert, in proper uniform or identification, equipped with required credentials, and free from observable conditions that would prevent safe operation. Supervisors also verify that the driver has checked in and received the day's manifest or route assignment, understands any passenger notes or mobility-assistance requirements, has completed the vehicle inspection, and has reported any defects. If a supervisor identifies a concern related to readiness, conduct, fatigue, illness, missing equipment, or vehicle condition, the driver or vehicle is removed from pull-out until the issue is resolved in accordance with agency policy.

Startup and Pull-Out Process

At startup, drivers log into the vehicle communications system, confirm radio or tablet connectivity, review the assigned schedule, check fuel or battery level, adjust mirrors and seating, secure the passenger compartment, and confirm that fare media, manifests, personal protective equipment, spill kits, first-aid supplies, and required forms are available where applicable. Dispatch or the road supervisor confirms vehicle readiness, records any exceptions, and authorizes the vehicle to depart the depot. Vehicles then pull out in a controlled sequence that minimizes backing movements and pedestrian conflicts, with drivers proceeding directly to their first dial-a-ride pickup or staging location. The process is designed to create a documented chain of readiness: the driver confirms the vehicle is safe and accessible, the supervisor confirms the driver is fit and prepared, and operations confirms that the trip can begin without unresolved safety or service-readiness issues.

The OFFERORS proposal will need to address a facility plan as either the preferred PVRTA depot or traditional operations facility.

J. Transition Plan/Time Schedule

Each OFFEROR shall submit a transition plan and time schedule setting forth the sequence of events and associated time requirements proposed to be undertaken from the point of contract award through the first full month of system operations under the new AGREEMENT. The time schedule must demonstrate how the transition to the new service on July 1st, 2027, will be accomplished with no disruption to regular PVRTA service.

K. Cost Reduction, Service Improvement and Optional Proposals

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

L. Cost Proposal and Required Exhibits

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

Proposers are required to provide a written description explaining and detailing the basis of their price proposal. This shall include:

- A description of the Transition/Startup Costs;
- A description of the Annual Fixed Costs with what is included, rationale for costs, and cost for each year of the three years of the contract;
- A description of the Annual Operating Costs for the FTA-compliant administrative, operating, and maintenance service costs for each year of the three years of the contract.

IV. Protests

All prospective contractors shall be accorded fair and equal consideration in the solicitation and award of contracts. To that end, any interested party shall have the right to protest alleged inequities in the procurement process and to have its issues heard, evaluated and resolved administratively.

Definitions and assignment of responsibility

For purposes of this Part IV:

"Interested party" means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by failure to award a contract.

"Project Manager" means PVTa's Senior Program Manager, identified in Section A below. The Project Manager receives, processes, investigates and documents every protest filed under this Part IV, and prepares, signs and issues the initial written decision. The Project Manager does not decide appeals.

"Alternate Project Manager" means the PVTa official the CEO designates in writing to perform the Project Manager's functions under this Part IV in any matter in which the conduct of the Project Manager for the procurement is called into question. Wherever this Part IV assigns a function to the Project Manager, the Alternate Project Manager performs that function in such a matter.

"CEO" means PVTa's Chief Executive Officer, who is the PVTa Administrator as that term is defined in Exhibit A, Scope of Work, Section 1. The CEO decides appeals under Section F and exercises only those authorities this Part IV expressly reserves to the CEO. The CEO shall not participate in preparing, reviewing, directing or issuing an initial decision under Sections B through E, and shall not request or receive material for the protest record except as the appeal authority under Section F.

No PVTa official shall act in more than one of these roles with respect to the same protest. Authority reserved to the CEO under this Part IV is limited to: designating an Alternate Project Manager; authorizing PVTa to proceed notwithstanding a pending protest under Section A; approving cancellation of a solicitation under Section B; and deciding appeals under Section F. Every other function under this Part IV is the Project Manager's.

The following table is provided for convenience and does not alter the requirements of Part IV.

Function	Project Manager	CEO
Receive the protest; verify timeliness and that the protester is an interested party	Project Manager	—
Designate an Alternate Project Manager where the Project Manager's own conduct is at issue	—	CEO

Function	Project Manager	CEO
Notify other offerors and interested parties; post notice on the PVTA website	Project Manager	—
Notify the FTA regional office where federal funds are involved	Project Manager	—
Request legal counsel's review before a decision issues	Project Manager	—
Permit supplemental materials; request further information; hold a hearing	Project Manager	—
Decide whether to stay the solicitation pending resolution	Project Manager	—
Authorize PVTA to proceed notwithstanding a pending protest	—	CEO
Prepare, sign and issue the initial written decision	Project Manager	Shall not participate
Extend the period for issuing the initial decision	Project Manager	—
Amend the solicitation as a protest remedy	Project Manager	—
Cancel the solicitation as a protest remedy	Recommends	Approves
Receive and decide an appeal; issue the final PVTA decision	Shall not participate	CEO
Establish and maintain the protest file	Project Manager	—

Notice to be included in solicitations

Each solicitation above the small purchase threshold defined in PVRTA's Procurement Policies shall contain, as part of the instructions to offerors and proposers, the following notice:

PVRTA's policy and procedure for the administrative resolution of protests is set forth in PVRTA's Procurement Policies and in Part IV of this solicitation. The Project Manager shall furnish a copy of the Procurement Policies immediately upon request. Federal Transit Administration (FTA) Circular 4220.1G addresses third-party contracting where federal funds are involved. Under 2 C.F.R. section 200.318(k), PVRTA is responsible for resolving all contractual and administrative issues arising out of its procurements, including protests of award, disputes and claims. FTA will not substitute its judgment for PVRTA's and will review a protest only where the matter is primarily of federal concern — that is, where PVRTA failed to have or to follow its protest procedures or failed to review a protest, or where a violation of federal law or regulation is alleged.

A. Submittal Procedures

Where protests are filed. An interested party wishing to protest a matter involving a proposed procurement or contract award shall file a written submission with the Project Manager, by certified mail or another delivery method by which receipt can be verified, addressed to:

PVRTA Project Manager — Erika Jacquez, Senior Program Manager

Pomona Valley Transportation Authority, 2120 Foothill Blvd., Ste. #116, La Verne, CA 91750
erika@pvtrans.org | 909-596-7664

Filing a protest with the Project Manager in accordance with this Part IV, and any communication with the Project Manager in the course of a protest, is not a prohibited communication under the Restrictions on Communications with PVRTA and Related Parties in the Notice of Request for Proposals, and is not a prohibited contact or an attempt to influence officials under Part II, Section L. Matching exceptions appear in both of those provisions.

Electronic submission of a protest is not acceptable unless an original signed copy is received by the Project Manager within twenty-four (24) hours, not including weekends and holidays, after receipt of the electronic copy. Unless the solicitation specifies otherwise, the written protest shall be accompanied by an electronic copy in PDF format submitted within twenty-four (24) hours of the written protest. Where the written and electronic submittals differ, the written version prevails.

The required contents of the protest shall include, at a minimum:

- The name and address of the protesting party and its relationship to the procurement, sufficient to establish that the protest is being filed by an interested party;
- The identity of the contact person for the protester, including name, title, address, telephone, fax and e-mail addresses. If the contact point is a third party representing the protester, the same information must be provided, plus a statement defining the relationship between the protester and the third party;
- Identification of the procurement;
- A description of the nature of the protest, referencing the portion or portions of the solicitation involved and the basis for the protest;
- Identification of the provisions of any law, regulation or other governance upon which the protest is based;

- A complete discussion of the basis for the protest, including all supporting facts, documents or data;
- A statement of the specific relief requested; and
- A notarized affirmation by the protester, if an individual, or by an owner or officer of the protester, if not an individual, as to the truth and accuracy of the statements made in the protest submittal.

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

Who handles the protest- The Project Manager shall conduct the administrative processing of every protest filed with PVTa, and is responsible for processing and documenting the protest and for preparing, signing and issuing the initial written decision. Where the conduct of the Project Manager for the procurement is called into question, the CEO shall designate an Alternate Project Manager in writing, and that designation shall be placed in the protest file and provided to the protester. The Project Manager shall request legal counsel to review and advise concerning any legal issues involved in a protest before the decision is issued, and shall ensure that all relevant parties within PVTa have been involved in the fact-gathering process.

Separation of the initial decision from the appeal- The CEO shall not participate in preparing, reviewing, directing or issuing the initial decision, and shall serve solely as the appeal authority under Section F. Any communication the CEO receives concerning a pending protest shall be referred to the Project Manager and noted in the protest file.

Record on which a protest is decided- PVTa may decide the validity of a protest solely upon the written submission. The protest submission should therefore include all materials necessary to support the protester's position. Additional or supplemental materials may be submitted only at the request of, or with the permission of, the Project Manager. The Project Manager may permit the electronic provision of supplemental information after the initial protest submission.

Proceeding notwithstanding a pending protest- Where a protest raises issues that could materially affect the procurement schedule, the continuity of transportation service or the availability of grant funding, the CEO may, after consultation with legal counsel, authorize PVTa to proceed with the solicitation, award or performance notwithstanding the pending protest. The authorization shall be supported by a written determination stating the basis for proceeding, which shall be placed in the protest file, provided to the protester and included in the record on any appeal. A determination under this paragraph addresses only whether PVTa may proceed; it is not a decision on the merits of the protest, does not prejudice any appeal, and does not relieve the Project Manager of the duty to decide the protest or the CEO of the duty to decide any appeal on the record.

Notice to FTA- Where the procurement uses federal funds, the Project Manager shall give notice of receipt of a protest to the appropriate regional office of the Federal Transit Administration. The form of notice may be specified by the regional office. PVTa operations use a variety of locally provided and federal funding sources, and PVTa may seek the guidance of FTA or of the Los Angeles County Metropolitan Transportation Authority in determining the validity of a protest and the claims made.

B. Protests of the Solicitation Process

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

Upon receipt of such a protest, the Project Manager shall notify all prospective offerors and other known interested parties of the receipt and nature of the protest and shall post a notice of the protest on PVTAs website. Unless the Project Manager determines that delay will be prejudicial to the interest of PVTAs or that the protest patently lacks substantial merit, the solicitation process will be extended pending resolution of the protest. The determination whether to extend the solicitation timeline under this Section is the Project Manager's.

The Project Manager shall consider the protest and shall deny or sustain it, in whole or in part, in writing. The written decision, specifying the grounds for the decision, shall be transmitted to the protester before the date established for receipt of bids or proposals, in a manner that provides verification of receipt. The ten (10) working day period in Section D does not extend that deadline; where the Project Manager cannot issue a decision before the date established for receipt of bids or proposals, the Project Manager shall extend that date by addendum so that the decision is issued first.

A notice of the decision shall be provided by the Project Manager to all parties given notice of the protest and posted to PVTAs website.

Should the protest be upheld in whole or in substantial part, the Project Manager may amend the solicitation to correct the document or process accordingly. Cancellation of the solicitation in its entirety as a remedy requires the written approval of the CEO on the Project Manager's recommendation, and, where the PVTAs Board of Directors authorized the solicitation, the concurrence of the Board. Approval under this paragraph is not a decision on the merits and does not disqualify the CEO from deciding an appeal under Section F. If the solicitation is amended, the time for receipt of bids or proposals shall be equitably extended to permit all participants to revise their bids or proposals to reflect the decision.

If the protest is denied, the solicitation shall proceed as if the protest had not been filed, unless the protester pursues the protest with FTA as provided in Section F. Because PVTAs services use a variety of locally controlled programmatic funding, FTA may decline to review a protest given the limited circumstances in which FTA review is available.

Protests received by PVTAs after the time periods specified above shall be considered untimely and may be denied on that basis, unless the Project Manager concludes that the issues raised involve substantial prejudice to the integrity of the procurement process.

C. Protests of the Evaluation Process

The Project Manager shall issue a Notice of Intended Award to all offerors and proposers upon a determination by PVTAs staff of a recommendation to be made to the CEO or to the PVTAs Board of Directors, as appropriate. The Notice of Intended Award shall be transmitted to each offeror at the address contained in its proposal form and shall be posted on the PVTAs website. Transmittal may be by electronic means or by hard copy. The Notice of Intended Award is not an

award and is not PVTAs notice of award for purposes of Part II, Section T; no award is made until the PVTA Board of Directors approves it.

Any offeror whose proposal is valid at the time of the staff determination may protest the recommended award on one or more of the following grounds:

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

The protest must conform in all respects to the requirements of Section A and must be filed with the Project Manager at the address stated in Section A, no later than five (5) working days after the date the Notice of Intended Award is publicly posted or sent to the proposer or offeror, whichever is earlier.

The Project Manager shall prepare and issue a written decision stating the grounds for allowing or denying the protest, and shall transmit it to the protester and to the offeror recommended for award in a manner that provides verification of receipt. That decision is final as to PVTA except as provided in Section F or by applicable law or regulation.

PVTA shall not execute a contract until the period for filing a protest under this Section has expired and, where a protest is filed, until the protest and any appeal have been decided under Sections E and F — unless the CEO has authorized PVTA to proceed under Section A.

D. Evaluation of Protests

A protest decision should ordinarily be written and published within ten (10) working days of receipt of the protest. The Project Manager may extend the response period where additional time is required to gather and evaluate information necessary for the decision or for other good cause, and shall notify the protester in writing of the extension and the reason for it. For a protest under Section B, an extension may not carry the decision past the date established for receipt of bids or proposals; the Project Manager shall instead extend that date as provided in Section B.

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

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

The Project Manager shall redact from any submission under the protest process information that has been identified as proprietary and that, in the Project Manager's judgment, is protected from disclosure under the California Public Records Act, before furnishing that

submission to any other party, unless the person furnishing the information consents in writing to its distribution to other interested parties.

E. Decision

Upon receipt and evaluation of all relevant information, including any pertinent law or regulation, the Project Manager shall prepare a decision that responds in detail to each substantive issue raised in the protest. The decision will contain four parts:

- **SUMMARY** — Describes briefly the protesting party, the solicitation involved, the issues raised, and the decision.
- **BACKGROUND** — Describes in more detail the history of the solicitation and the procurement events leading to the protest, the date the protest was received, and the process by which it was evaluated.
- **DISCUSSION** — Identifies the issue or issues raised by the protester, the factors considered in reaching a decision, and the rationale for the decision.
- **DETERMINATION** — States the decision and any remedy or subsequent action, such as cancellation of the procurement, resulting from it.

Ordinarily, each issue raised in the protest will be discussed separately in the DISCUSSION and DETERMINATION parts of the decision. Decisions shall be signed and issued by the Project Manager. The decision shall be issued to the protester; other interested parties shall receive either a copy of the decision or a notice of decision, as appropriate. Where appropriate, transmittal may be electronic, followed by hard copy. The decision shall state that the protester may appeal to the CEO under Section F within five (5) working days after the decision is issued.

The protest document, the decision, and all other documentation related to the decision are public records, except to the extent a record or portion of a record is exempt from disclosure under the California Public Records Act. Consistent with Part II, Section E, PVTa retains sole and final authority to determine whether a record is exempt.

F. Appeals

A decision of the Project Manager may be appealed to the CEO by the protester within five (5) working days after the decision is issued to the protester. The appeal shall be in writing, addressed to the CEO at the address stated in the Notice of Request for Proposals, and shall state with specificity the basis for the appeal.

The CEO shall review the written record of the protest, including the Project Manager's decision and any determination made under Section A, and may conduct such further investigation as the CEO deems necessary or appropriate to reach a decision. The CEO may affirm, reverse or modify the Project Manager's decision, or remand the protest to the Project Manager for further consideration. The decision of the CEO will ordinarily be issued within fifteen (15) working days of receipt of the appeal; this period may be extended where necessary to complete an investigation, in which case the CEO shall notify the protester in writing. The decision of the CEO is the final decision of PVTa and is final and conclusive, except for such remedies as state or federal law or regulation may provide.

Review by FTA. Under 2 C.F.R. section 200.318(k) and FTA Circular 4220.1G, PVTa is responsible for resolving protests arising out of its procurements, and FTA will not substitute its judgment for PVTa's. FTA will review a protest only where the matter is primarily of federal concern — that is, where PVTa failed to have or to follow its protest procedures or failed to review a

protest, or where a violation of federal law or regulation is alleged. A protester seeking FTA review must file with the cognizant FTA regional office within five (5) working days of the date the protester knew or should have known of the adverse PVTa decision. Filing with FTA does not stay the procurement and does not extend any deadline under this Part IV.

G. Record of Protest

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

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

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

- The protest, including supporting documentation;
- Record of the determination of protest timeliness;
- Record of internal distribution of the protest;
- Record of internal responses to the protest;
- Record of legal review;
- Any designation of an Alternate Project Manager and any determination to proceed notwithstanding a pending protest under Section A;
- Determination and findings, including supporting documentation;
- Protester response or appeal;
- Result of the appeal; and
- Notice of cancellation of the solicitation, if applicable.

The protest file shall be retained for the period required by 2 C.F.R. section 200.334, by PVTa's records retention policy, and by any applicable grant or pass-through agreement, whichever is longest, and shall be produced to FTA or to the Los Angeles County Metropolitan Transportation Authority on request.

V. COST PROPOSAL

A. BASIS FOR CONTRACTOR COMPENSATION

PVTa shall compensate Contractor on a monthly basis in arrears for performance of the services as specified in Exhibit A, Scope of Work, of this RFP. Contractor compensation shall be constituted as follows: All compensation under any resulting agreement is subject to the availability and appropriation of funds, including grant funds and member city contributions, and to budgets authorized by the PVTa Board. PVTa does not guarantee any minimum level of compensation, revenue hours, trips or service volume.

A.1 Dedicated Vehicle Services

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

A.1.1 Fixed Fee

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

A.1.2 Fixed Hourly Rate

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

For each 12-month period of the Base Term of this contract, Contractor shall assume the operation of 14,100 to 16,000 annual Vehicle Revenue Hours of Dedicated Vehicle Service.

A.1.3 Extra Services

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

A.2 Nondedicated Demand & Overflow Services

As described in Exhibit A, Scope of Work, Section 3.1.2 these advance reservation and same-day services are operated in support of the Get About program and operation of these programs: Ready Now, Claremont Dial-A-Ride and San Dimas Dial-A-Cab. These services are operated using sedans, minivans and other vehicles supplied by the non-dedicated provider(s), as required by Exhibit A, Scope of Work Section 3.2.6. PVRTA-owned and City of Claremont-owned vehicles are assigned to the dedicated CONTRACTOR, and may be made available to non-dedicated providers only if PVRTA later authorizes it under Scope of Work Section 2.3.1. The Contractors shall be paid based on a separate per passenger trip rate for the following services described in the Scope of Work, Get About overflow Services, Ready Now, Claremont Dial-a-Ride and San Dimas Dial-a-Cab. The Get About Overflow service is a new structure with an estimated annual rides of 200-1,000. This volume will be analyzed monthly to ensure the service remains within budget. The Overflow estimates include utilizing a mix of both TNC's and non-dedicated WAV operators.

A.2.1 Per Passenger Trip Compensation

Program	Average Trip Mileage	Estimated Annual Trips
*Get About Overflow Services	3.2	200 - 1,000
Get About “Ready Now”	3.7	10,000
Claremont Dial-A-Ride	1.7	17,000
San Dimas Dial-A-Cab	2.6	7,000

**Get about overflow is a new service structure annual trips are estimated and will need to be analyzed monthly to stay within budget. Please note that these estimations include both WAV and ambulatory trips.*

A.3 Transition and Start-Up Costs

Offeror shall separately state its total proposed transition and start-up cost and shall itemize it by category, including recruitment and hiring, initial training, facility preparation, technology installation and integration, data conversion, drug-and-alcohol program set-up, insurance, and vehicle readiness. Offeror shall state whether it proposes that the amount be paid as a one-time payment, amortized into the monthly fixed rate, or a combination, and shall show the effect of its proposed treatment on the monthly rate.

A.4 Technology Costs

Offeror shall separately state any technology costs it proposes to charge PVRTA, including in-vehicle tablets or mobile data terminals and their installation, contractor-supplied computer hardware and software, any alternative telephone system proposed in lieu of the PVRTA-supplied system, and any recurring license, data, connectivity or support charges. Offeror shall identify one-time and recurring amounts separately. Costs for the PVRTA-provided dispatch Platform are borne by PVRTA and shall not be included.

A.5 Pass-Through Costs

Offeror shall state the maintenance subcontract and any other proposed pass-through cost separately from its own costs, shall state the basis on which the pass-through will be invoiced, shall confirm that no administrative fee, markup, handling charge or profit will be applied to pass-through amounts, as required by Exhibit A, Scope of Work Section 4.3.8, and shall confirm that pass-through amounts will be invoiced at actual documented cost supported by the underlying subcontractor invoices. Offeror shall provide a good-faith estimate of the annual pass-through amount for evaluation purposes only; the estimate is not a guaranteed volume or price.

B. COST PROPOSAL

Offeror's cost proposal and proposed allocation of contract resources must demonstrate an understanding of the Scope of Work requirements as described in this RFP and attachments thereto. The Offeror's price proposal must provide specific proposed rates of compensation for both the Dedicated Vehicle Services and/or non-dedicated on-demand and Overflow WAV

Services as described in the Scope of Work. Pricing, if different, should separate costs between WAV and ambulatory trips.

For the Dedicated Vehicle Services, Offeror's Cost Proposal must consist of Fixed Hourly Rates and Fixed Monthly Rates in accordance with SECTION 8.1 - Price Formula, of the DRAFT AGREEMENT. Such rates shall be subject to annual increases effective each July 1, and shall be based on the levels of service in terms of vehicle revenue hours, as stated herein. The detailed budget breakdown included with this COST PROPOSAL FORM should be consistent with rates proposed.

For the non-dedicated on-Demand and Overflow WAV services, Offeror's Cost Proposal must provide a separate proposed price per passenger trip for each of the services listed in Section V.A.2.1 of this RFP for each of the three years (3) of the Base Term. This includes any price difference for WAV and ambulatory trips.

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