

EXHIBIT A

SCOPE OF WORK

October 5, 2026

OVERVIEW

The Pomona Valley Transportation Authority (PVRTA) is requesting proposals for operations, and for oversight of subcontracted maintenance services for PVRTA transportation services. This is a purchased transportation scope where PVRTA will determine a dedicated provider and/or non-dedicated provider(s). PVRTA is seeking proposals for three dedicated vehicle service components as well as four non dedicated demand response service components. The service components are listed below along with their estimated annual service levels.

PVRTA Service Delivery Model

The recently completed Transportation Feasibility Study updates the preferred PVRTA service delivery model and informs the proposed refined trip brokerage model concept which will use an enhanced mobility broker Software as a Service (“SaaS”) system (herein “Platform”) to facilitate service delivery across multiple operators within a common platform using multiple contractors with dedicated and non-dedicated fleets. The service concept is intended to facilitate trip requests across the dedicated PVRTA and City of Claremont 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. Trips may be commingled depending on the abilities of the rider, the trip origin and destination locations, and travel times requested. 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, member cities, and contractors based on demonstrated service performance and as approved by PVRTA and member cities.

The following provide the core service delivery goals:

1. Optimize the customer experience.
2. Minimize the overall trip cost.
3. Maximize fleet utilization and productivity.
4. Provide excellent customer service.
5. Provide equitable service access and quality on all service providers.

The Contractor shall be qualified and able to demonstrate their ability to provide reliable and shared-ride on-demand mobility services (operations) using a PVRTA provided platform that uses algorithms that produce optimized dynamic service delivery solutions within the public transportation sector.

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.

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.

The service modes along with their service volume estimates are detailed below using FY26 numbers :

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

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

***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.*

SECTION 1 - DEFINITIONS

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

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

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

Ambulatory Trip - A passenger transport service provided for an individual who does not utilize or require a wheelchair.

WAV Trip - Wheel Chair Accessible Vehicle (WAV) Trip: A trip undertaken by a passenger requiring a wheelchair-accessible vehicle along with a qualified driver trained to assist with boarding and debarking.

CONTRACTOR - Shall signify vendor(s) selected and under contract with PVRTA to provide transportation services.

City of Residence - the city in which a person resides and to which billing of services is connected to.

Cost per Trip - total operating expenses divided by total passenger trips

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

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

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

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

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

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

General Public Paratransit Vehicle (GPPV) - Means any motor vehicle designed for carrying no

more than 24 persons and the driver, that provides local transportation to the general public, including transportation of pupils at or below the 12th - grade level to or from a public or private school or school activity, under the exclusive jurisdiction of a publicly operated transit system through one of the following modes: dial-a-ride, subscription service, or route deviated bus service. {California Motor Vehicle code Section 336}

Group Ride - A group ride in public transit or shared mobility refers to a coordinated trip where multiple people share a single vehicle. This includes flexible services that pick up groups of riders who book trips for the same or similar locations and times.

Holidays - PVRTA does not provide service on the following officially observed holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Incumbent employee vacation and paid-holiday benefits in Attachment 3 do not determine service availability.

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

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

On-Time Pickup - For PVRTA services - for advance reservation trips, a vehicle shall be on-time if it arrives at the designated pickup location no more than 5 minutes prior to the scheduled pickup time or no more than 15 minutes after the scheduled pick up time. For demand response trips, a vehicle shall be on-time if the vehicle arrives at the designated pickup location within 30 minutes of the passenger's call for a pickup time.

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

PVRTA Administrator - Is defined as PVRTA's CEO.

PVRTA Project Manager - Is defined as PVRTA's Sr. Program Manager.

Shared Ride - A shared ride is a transportation service where two or more unrelated passengers occupy the same vehicle simultaneously while traveling between different origins and destinations. Riders split the vehicle capacity and often share trip costs, resulting in flexible routes and multiple stops along the way.

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

Valid Complaint - A valid customer complaint is a detailed, factual account of a service or performance issue that includes specific identifiers, objective evidence, and a sworn or confirmed statement of accuracy from the customer. The complaint is validated as a truthful account of a customer's treatment or experience.

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

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

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

Cancel at the Door - A trip cancelled by or on behalf of the passenger after the vehicle has arrived at the pick-up location within the on-time window, including a cancellation resulting from the passenger's failure to have a required child restraint device available at the time of pick-up.

Complaint - Any expression of dissatisfaction with PVRTA service received from or on behalf of a passenger, by any means, including telephone, mobile application, email, letter, in person, or through PVRTA or a member city. A Complaint is distinguished from a Valid Complaint, which is a Complaint that has been investigated and substantiated as defined in this Section. All Complaints, whether or not valid, shall be logged, investigated and reported.

Late Cancellation - A cancellation of a scheduled trip made less than one (1) hour before the scheduled pick-up time and before the vehicle arrives at the pick-up location. A cancellation made after the vehicle has arrived is a Cancel at the Door and a passenger who does not appear and does not cancel is a No-Show.

Preventable Accident - Any accident involving a vehicle in PVRTA service in which the driver failed to do everything reasonably possible to avoid the occurrence, judged in accordance with National Safety Council criteria, regardless of whether a citation was issued or fault was assigned by any other party. The CONTRACTOR's determination of preventability is subject to review by PVRTA, whose determination controls for purposes of performance measurement under this Scope of Work.

Road Call - Any interruption of revenue service caused by a mechanical or equipment failure of the vehicle, including failure of a lift, ramp, securement system, air conditioning or in-vehicle technology, that requires the vehicle to be repaired in the field or removed from service and replaced, whether or not passengers were on board. A road call is counted when the failure occurs, not when the repair is completed.

Vehicle Available - A vehicle that is in safe and lawful operating condition, has passed its pre-trip inspection, has all required accessibility equipment functioning, and is ready to be placed in revenue service at the scheduled pull-out time. A vehicle held out of service for any

reason, including a defect awaiting repair, is not Vehicle Available.

SECTION 2 - PVTA DUTIES AND RESPONSIBILITIES

2.1 Management

PVTA will report directly to the PVTA Board of Directors and is responsible for administering the contract(s) and monitoring and evaluating the service performance. The CONTRACTOR's Operations Manager will report directly to PVTA staff, including but not limited to PVTA Senior Program Manager and/or CEO.

2.2 System Planning, Administration, Marketing

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

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

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

2.3 Equipment

2.3.1 Vehicles

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

2.3.2 Radios

PVTA shall provide CONTRACTOR with radios set forth in **ATTACHMENT 4**. Radios are offered on an "as is" basis. CONTRACTOR shall be responsible for proper maintenance, licensing and replacement when required of said equipment and shall comply with all applicable federal statutes and regulations in connection with such use. PVTA will be responsible for "air time" charges for PVTA-provided radios. At the expiration of this contract, all replacement units shall become the property of PVTA with no further compensation and all radio equipment shall be returned in working order, save normal wear and tear.

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

2.3.3 In-Vehicle Platform Equipment

The in-vehicle equipment (tablet or MDT) will need to support cloud-based technology. All equipment necessary to provide access to the Platform shall be installed and delivered in the vehicles by the CONTRACTOR. This should include all wiring, mounting equipment, and electronics.

In-vehicle technology (software) shall be supported through PVTA's SaaS provider for the period of the contractor agreement with upgrades provided as the Platform is upgraded and the system requires. Replacement technology shall involve a direct installation replacement.

The in-vehicle technology shall enable the operator to have ready and safe access to the following operational information/functions:

- Current trip activity (time and location of pick-up or drop-off, customer name or trip event ID, connecting information if applicable – bus route, transfer location and time)
- Trip execution and confirmation by trip event ID
- Mark trip event ID as no-show
- Turn-by-turn directions
- Fare calculation and payment confirmation
- Walk-up trip booking (for exceptions)

The Platform shall enable the vehicle operator to pause or take a break/personal relief for duration of time which will be transparently shown to the dispatcher or administrative function of the Platform. The Platform will permit an option for the customer to pay the fare with cash and approved PVTA fare media, mobile payment options, and allow the operator to acknowledge each payment option within the vehicle technology.

2.3.4 Phone Call Director

PVTA will provide the CONTRACTOR with access to the GoTo Connect cloud-based phone system. The CONTRACTOR shall be responsible for fully familiarizing themselves with the phone system, as well as maintaining the system. Additionally, the CONTRACTOR must supply any necessary equipment required for the service. If the CONTRACTOR opts not to use the PVTA-supplied cloud-based phone system, they must specify an alternative system that is equivalent to or better in terms of functionality and reporting capabilities.

2.3.5 Computer Hardware and Software

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

2.3.6 - Dispatch Platform and Supporting Technologies

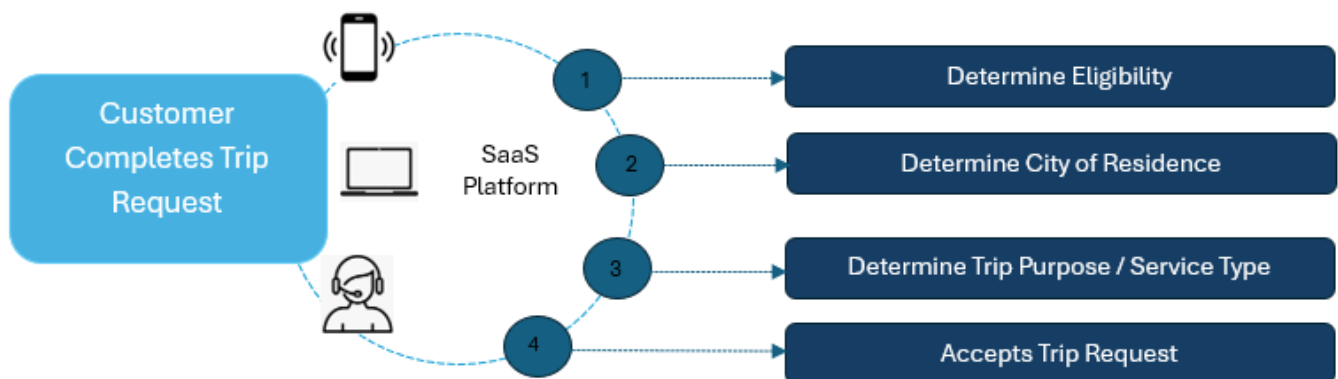
PVTA will provide all contractors with the Dispatch Technology Platform used to manage all PVTA services. The technology includes:

- Mobile App for riders
 - Web site for riders
 - Web site for authorized third-parties booking rides on behalf of a registered rider
 - Web portal for call center support
- Driver App
- Operations or Dispatch back office
- All CONTRACTORS must provide their own MDT or tablets.

The Platform shall facilitate and operate under the consolidated service delivery model adopted by PVTA as informed by the Transportation Feasibility Study. The Trip Brokerage Model was created for PVTA to facilitate seamless service delivery, provide better fleet optimization and efficiency, and improve customer experience using a single common platform to manage all trip activities. Below are a series of high-level work flows that illustrate how the technology platform will provide trip assignments.

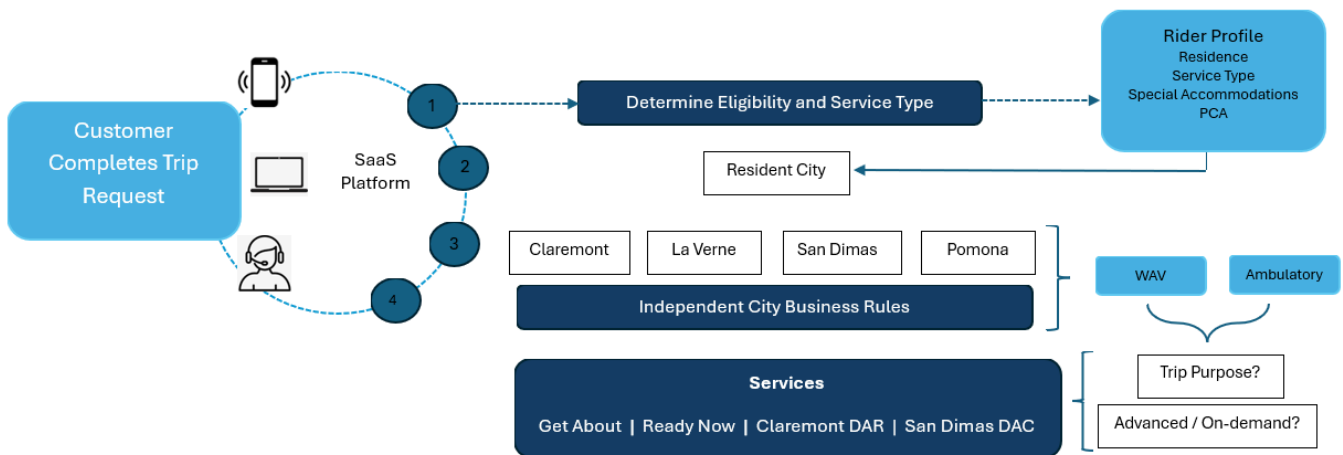
The Scheduling/Brokerage process includes four steps as shown in the following figure:

Figure 1: Trip Request



The process evaluates each trip request based on customer eligibility profile, city of residence, and trip type or purpose prior to accepting the trip request.

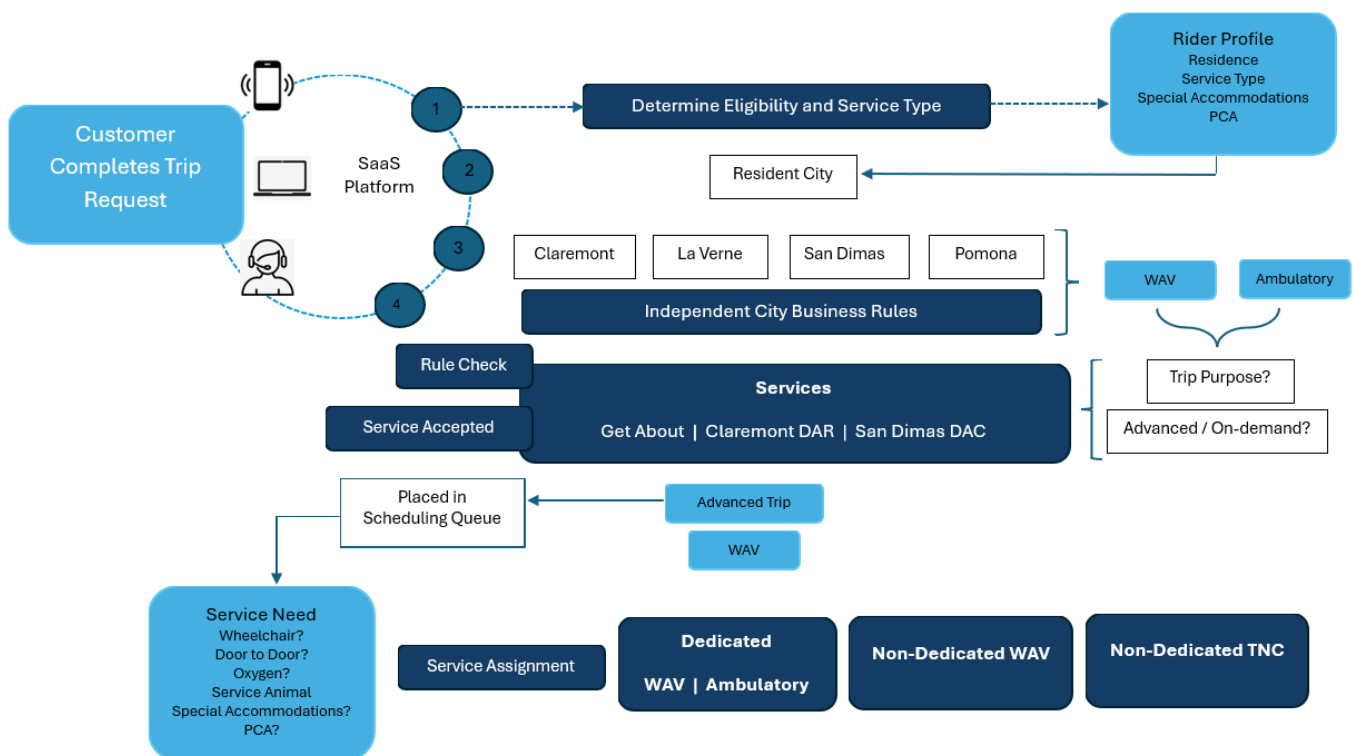
Figure 2: Determining Eligibility and Service Type



Once the system validates eligibility and resident city rules, the next step is to determine whether the trip is advanced or on-demand. For advanced trips, if eligibility is confirmed the system schedules the trip in the system. The back office evaluates each trip request based on the rider’s profile, trip purpose, residential city, city defined business rules and services. Within this process, PVRTA performance metrics provide another layer of trip aggregation such as ride pooling, reducing deadhead mileage, fleet efficiency and other factors prior to service assignment. This includes commingling rides among services and city of residence to determine “best fit” within an open fleet for the trip request.

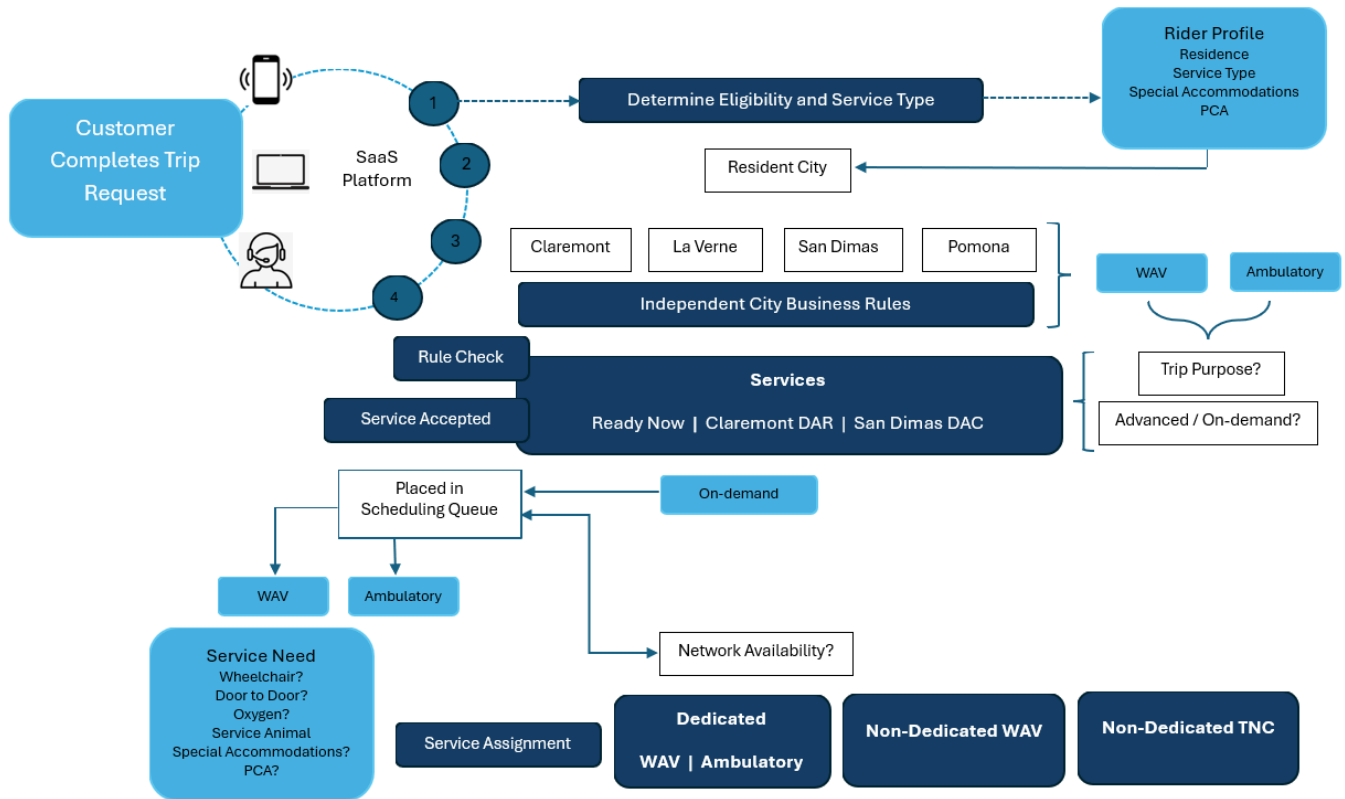
The day before service, considering the PVRTA and independent city rules, all advanced trips are assigned to ride providers.

Figure 3: Assigning Trip and Scheduling Service - Reserved WAV Trip



Same day or on-demand services factor in the same trip review and eligibility process as scheduled rides with the exception that ride requests consider fleet availability in real-time. All rules and performance measures are prioritized in determining service assignment. Priority trip assignment is looking first at dedicated fleet availability and service type (WAV or ambulatory). The system will automatically identify fleet elasticity for scheduling, but ensure performance goals are key factors in determining trip assignment. This will include advanced bookings where scheduled rides are “locked” into service and cannot be easily moved or reassigned. In these instances and when a dedicated fleet vehicle cannot accommodate the trip request, the system will review non-dedicated fleet availability for trip assignment.

Figure 4: Assigning Trip and Scheduling Service - Same Day / On-demand



Platform Administrative Functions

The following assumes dedicated Contractor staff will be trained in call center functionality and customer service representatives will provide customer support for trips using the PVTa provided platform. It is assumed the dedicated contractor will provide the primary call center functionality. Below is a general set of features that are available for contractor dispatch and operations.

- The Platform enables hours of operation by zone and service.
- The Operation hours (service span) shall be configured per service type.
- Operations hours (service span) shall be limited by service type (mode). Platform shall be capable of enabling user driven data exports and reports
- Reports will provide contractors with a set of standard reports, performance metrics dashboard and related .
- Report generation will provide users to set automated report generation (daily, weekly,

monthly, etc.).

- Platform shall be able to generate a per vehicle fare revenue daily report.
- Reports will show fare revenue by vehicle and by fare type (cash, pass, mobile pay, etc.)
- Reports will be used by customers to see daily fare payments and see account balance for those registered for account-based payment.
- Provide role-based permissions shall be enabled to achieve job function and system security.

The cloud-based Platform shall track vehicle capacity and live loading and use this information to determine vehicle assignment for each trip request to avoid overcrowding. This information shall be analyzed and reported in real-time to project need for additional capacity. On a monthly basis, the system will report actual and projected demand peaking and capacity requirements by time of day, day of week, and origin-destination pairs.

The dedicated Contractor shall process customer ride requests and address questions since not all users will have access to a smartphone or computer. The call center CSR shall have the ability to:

- Create and look up a customer account using customer name and phone number or email address.
- Create a trip request by entering origin, destination, number of customers, desired arrival/departure times, wheelchair requests, and other notes.
- View the status of the ride to inform customers of the whereabouts of the vehicle, anticipated time of arrival, and length of trip.
- View the number of 'no-show' ride requests for an individual customer account.
- View payment method, amount, and if the payment was successful or denied.

Data Collected from the Customer

The information below identifies data that is captured from the customer through the Platform app and through the registration process for the service. This sets the baseline expectation for the Contractor to provide data review and data analytics with the Platform, additional data and analytics may be desirable. The information definitions are listed below with descriptors:

- Customer Name – first and last name
- Date of trip(s) to be scheduled (include return trip if applicable)
- Pickup and destination address (include return trip if applicable)
- There shall be a box to allow the customer to enter notes about the pick- up/drop-off point such as at which entrance, name of building, or landmarks.
- Phone number to which text and/or voice messages may be sent
- Email address for trip confirmations/notifications
- Requested pick-up time (include return trip if applicable)
- Customer ambulatory status - note if the customer requires a mobility device.
- Personal Care Assistant (PCA) - note if a customer will be traveling with a PCA, guest(s), service animal, or combination therein.
- PCA ambulatory status – note if the PCA or guest requires a mobility device.
- Number of guests included in trip request (group trip).
- Capability to set a maximum number of guests based on vehicle capacity.
- Ability for a customer to sign up for email newsletter and SMS alerts.

- Trip mileage on executed rides.

Customer Notifications

Customers receive a notification via the mobile app, by email, or by text to confirm:

- The ride has been scheduled
- Arrival times (changes, updates, etc.) for both pickup and drop-off
- Payment receipt
- Ride execution or validation
- Imminent Arrival – Customer shall receive notification by above methods when trip start will occur within a defined period (i.e., 5 minutes)
- Notification defined from GPS data derived from customer registration information.

Platform Support

PVTA's SaaS Contractor is expected to provide, maintain, and support all functions related to the Platform and associated applications. The expectation is that SaaS service and support will be uninterrupted. Any exceptions will be remedied by the SaaS Contractor within a specified time period based on a service level agreement (SLA) held between the SaaS provider and PVTA.

Software Maintenance/Updates/Upgrades

Since the PVTA provided SaaS Platform is cloud-based and thus all features, routine updates, and upgrades are included in the SaaS contract. The cloud-based Platform accepted includes automatic updates and upgrades during the time the Contractor uses the product. The SaaS Contractor shall ensure the Platform is secure. Dedicated and non-dedicated CONTRACTOR(S) shall be responsible to ensure its network is secure, protected, and capable of supporting the Platform.

SECTION 3 - CONTRACTOR DUTIES AND RESPONSIBILITIES-OPERATIONS

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

3.1 General Overview

Dedicated CONTRACTOR shall be responsible for management and operation of the PVTA's vehicle services, including the dedicated vehicle portion of the Get About system, the Claremont and Pomona Group services, and any additional services purchased by the PVTA. The dedicated CONTRACTOR shall also be responsible to work directly with PVTA staff and PVTA non-dedicated providers to operate PVTA's Overflow and Demand Response services.

The dedicated CONTRACTOR(s) shall coordinate, manage, and control all necessary program activities which shall include: arrange for the maintenance of all vehicles through a PVTa-approved maintenance subcontractor as provided in Section 4, provide drivers and all project personnel, train personnel as necessary, develop administrative procedures, financial records, and develop methods to improve effectiveness and maximize service efficiency.

Dedicated and non-dedicated CONTRACTOR(s) will obtain and provide all required State and local permits and ensure that all drivers are properly licensed and trained for the service they are providing. Dedicated and non-dedicated CONTRACTOR(s) must also have all applicable State and local business licenses or procure the same prior to the start of service. PVTa will provide for vehicle licenses and registration.

Service shall be managed by dedicated and non-dedicated CONTRACTOR(s) in accordance with the guidelines and parameters established herein and the attachments hereto. All facilities, equipment, fuel, supplies and services required in the operation and management of said services shall be furnished by dedicated CONTRACTOR(s) unless specifically identified in this Scope of Work to be contributed, provided or reimbursed by PVTa, including fuel, which is reimbursed under Section 4.2.3.

3.1.1 General Overview-Dedicated Vehicle Services

GET ABOUT SERVICES

Dedicated 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.

Claremont and Pomona Group Dedicated Vehicle Services

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.

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.

Billing for these services as well as operating data must be tracked separately. In the case where a vehicle leaves Get About service to provide Group service, the travel to the pick-up location as well as travel from Group service back to Get About service may be included in the billable Vehicle Revenue Hours, but shall not be added to the Vehicle Revenue Hours for NTD purposes.

3.1.2 General Overview – Overflow and Demand Response Services

Get About Overflow Services

PVTA will allow the dedicated CONTRACTOR to utilize the non-dedicated service providers for overflow booking. 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 assigned to the overflow and on-demand service providers are aligned per PVTA's business rules and system algorithm settings. PVTA's provided platform will perform trip assignment 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 resolve any issues that arise with scheduling or during the course of providing service.

Get About-Ready Now

PVTA has received federal funding for a same day, immediate response shared-ride transportation program designed as a Get About premium service. The non-dedicated CONTRACTOR will be required to provide trips to eligible Ready Now 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 PVTA and scheduling each trip through the Platform which will then assign trips to the appropriate dedicated or non-dedicated provider.

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

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. All Claremont DAR riders must be registered and the DEDICATED CONTRACTOR shall be responsible to verify riders' eligibility prior to booking rides or service. 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 PVTA. The service operates from 7:00 a.m. to 8:00 p.m., seven days per week. 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 PVTA and scheduling each trip through the Platform which will then assign trips to the appropriate dedicated or non-dedicated provider.

San Dimas Dial-a-Cab-Demand Response

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 service operates from 7:00 a.m. to 8:00 p.m., seven days per week. 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.

3.2 Driver Training

The CONTRACTOR(S) shall provide all on-site and off-site staffing and support required to deliver, operate, and maintain uninterrupted mobility services. The CONTRACTOR(S) shall:

- provide a training plan and certification plan for all positions associated with system safety training requirements.
- provide a training plan for operators, call center/dispatch staff, and other administrative and support staff.
- be expected to provide a uniform and dress code for staff, especially vehicle operators. The dress code and uniform shall be approved by PVRTA

Operator/Driver Training

The successful Proposer shall provide operator training that shall meet generally accepted transit industry standards and in compliance with all applicable transit vehicle operating laws and regulations. All training, with the exception of supervised route training, must be completed before an operator may begin operating a revenue vehicle under this contract. The successful proposer shall provide bus operators with a defensive driving course every two (2) years, as well as after a preventable accident. Operator training shall include the following minimum components:

- Vehicle Operation – Includes training on vehicle operation, safe vehicle operation, wheelchair lift operation, securement systems, route/schedule/manifest orientation, and on-time performance.
- Defensive Driving – Must include the National Safety Council's (Transit Safety Institute), or substituted equivalent, defensive driving instruction. Defensive driving training should include, but is not limited to:
 - Safe vehicle operation
 - Defensive driving
 - Hazard recognition
 - Emergency procedures
 - Hazardous material handling

- Radio Use and Communication
- Federal Drug & Alcohol Regulations
- General Vehicle Handling and Safety
- Passenger Assistance Techniques
- Passenger Relations – Including customer service skills training and dealing with difficult customers training.
- ADA Requirements and Sensitivity Training – All operators must be trained to comply with Title II of the Americans with Disabilities Act (ADA), as well as any additional ADA or FTA training or testing that may be required by law. Refresher training on this subject shall be conducted on an annual basis.
- Reflective Safety Vests – Operators will be trained to wear reflective safety vests while they are pedestrians in the vehicle yard, as well as when operating a revenue vehicle (including duties outside of the vehicle such as assisting passengers and exchange of vehicles).

All CONTRACTORS shall ensure that all employees and contracted personnel engaged in DEDICATED and NON-DEDICATED PVRTA service delivery are properly trained in accordance with this provision. Any driver, dispatcher, supervisor must meet the following minimum training:

- **Drivers, Dispatchers and Supervisors:**
Passenger Assistance Training (PAT): utilizing the CTAA PASS model, McDonald Transportation (Ft. Worth, Texas) or University of Wisconsin model or approved equal
- **Driver Training (ELDT):** Under joint federal standards, first-time CDL applicants or those seeking a passenger endorsement must complete mandatory theory and behind-the-wheel instruction from a registered training provider listed on the [FMCSA Training Provider Registry](#).

In California, the Public Utilities Commission (CPUC) requires Transportation Network Companies (TNCs) like Uber and Lyft to establish and enforce their own driver training programs to ensure safe vehicle operation before a driver can offer services.

CPUC mandates generally require training content to cover:

- **Safe Operation:** Defensive driving practices and complying with local traffic laws (such as no double-parking or blocking crosswalks).
- **Zero Tolerance:** Strict company policies against driving under the influence of drugs or alcohol.
- **App Safety:** Proper, hands-free operation of mobile devices and app navigation guidelines.
- **Specialized Rules:** Additional protocols if handling specific services, such as specialized procedures and training when transporting unaccompanied minors

Agency Safety Plan (PTASP) Requirements

The CONTRACTOR shall ensure that all PTASP requirements are met. Comprehensive Safety Training: Under 49 CFR Part 673, public transit agencies must implement safety training programs for employees and contractors directly responsible for safety. CONTRACTORS are required to provide ongoing and refresher safety training as necessary to maintain proficiency.

Core Operational Training Topics shall, at a minimum, include:

- Defensive driving and vehicle handling
- Passenger boarding, debarking, and securement (including ADA/disability awareness)
- Emergency and evacuation procedures
- Substance abuse awareness and drug/alcohol program compliance
- Route training and customer service
- Sensitivity/Empathy Training:
 - A minimum of four (4) hours which will focus on providing assigned drivers with an understanding of the different needs of persons with disabilities. Course emphasis will include cultural diversity, aging sensitivity and social awareness.
- Any and all additional training which may be required by federal/state/local regulations or that is necessary for obtaining required licenses/permits.

3.2.2 Accidents

Each CONTRACTOR(s) shall be responsible for ensuring that all accidents and/or incidents occurring during operation of dedicated and non-dedicated services, along with any required supporting documentation, are reported to the appropriate PVRTA staff within the required timeline parameters.

3.2.3 Collection of Fares

The dedicated and nondedicated providers shall collect fares for service as established by the PVRTA. These fares can be collected in cash, coupons or other media such as credit or debit from each passenger. Mobile app users will need a credit card and payments using the mobile app will be managed directly by PVRTA. Further cash collection processes will be defined in the agreement. The PVRTA provided driver app will provide the driver with information about whether to collect a fare from a passenger.

3.2.4 Drug and Alcohol Testing

The dedicated and nondedicated CONTRACTORS shall be responsible for ensuring that they comply with all requirements of the Federal Transit Administration in regards to the testing of safety sensitive employees for drug and alcohol use. PVRTA shall have the right to audit all CONTRACTORS.

3.2.5 Complaints

Dedicated and nondedicated CONTRACTORS shall be responsible for investigating and resolving complaints made regarding services, utilizing the same timeline pertaining to vehicle service. Complaints must be acknowledged and logged within one (1) business day, and complete investigation within three (3) business days. All drivers assigned to dedicated and nondedicated services are required to have an identification number for the purposes of tracking service comments received from PVRTA users.

3.2.6 Vehicles

The non-dedicated CONTRACTOR shall be responsible to supply all vehicles required for the performance of the nondedicated Overflow and Demand Response services provided by the CONTRACTOR pursuant to this Agreement. The non-dedicated CONTRACTOR shall maintain a sufficient number of operational accessible vehicles acceptable to PVRTA to meet PVRTA's performance standards. The wheelchair accessible vehicles shall meet all ADA requirements.

The dedicated CONTRACTOR will utilize the vehicles from PVRTA as described in **ATTACHMENT 4**, Fleet Schedule and Equipment List to partially meet these requirements. Wheelchair accessible vehicles shall be available within the same service parameters (e.g. response time) as the dedicated CONTRACTOR'S service to ambulatory passengers. The dedicated CONTRACTOR shall maintain a sufficient number of operational accessible vehicles acceptable to PVRTA to meet PVRTA's performance standards. The wheelchair accessible vehicles shall meet all ADA requirements.

3.2.7 Vehicle Standards

The determination of the number of vehicles required for service is the responsibility of the dedicated and non-dedicated provider. The dedicated and non-dedicated services provider shall provide monthly an equipment list of all authorized vehicles proposed for use within this program, which shall include, year, make, model, mileage, vehicle identification number (VIN), gross vehicle weight rating (GVWR) and seating capacity stated as passenger seats, wheelchair securement positions, and total design capacity including the driver. As a PVRTA contract standard, the maximum age and mileage of vehicles shall not exceed 7-years or 300,000-miles, whichever occurs first, during the term of this agreement. All vehicles, at a minimum, must comply with the Federal Motor Vehicle Safety Standards (FMVSS), 49 CFR Part 571, applicable to the vehicle as manufactured, and must bear the manufacturer's certification label, to be eligible for operation under this agreement.

All vehicles (including replacement vehicles) must:

- Display the PVRTA placard while in service.
- Have a rear-view mirror and side-view mirrors mounted on both sides of the vehicle.
- Have a functioning interior light within the rider(s) compartment.
- Have functioning window and door mechanisms, which ensure that all access doors and windows are capable of being opened from the inside and outside and remain closed and secure during travel.
- Have a functioning speedometer indicating speed in miles per hour and a functioning odometer correctly indicating distance in tenths of a mile.
- Be equipped with operational heating, ventilation and air conditioning systems.
- Have exteriors free of grime, oil or other substances and free from cracks, breaks, dents and damaged paint that noticeably detract from the overall appearance of the vehicle.
- Be equipped with hubcaps, wheel covers, or wheels designed so as not to require caps/covers so long as they do not detract from the overall appearance of the vehicle.
- Have all body molding in place, or if removed, holes must be filled and painted.
- Not have damaged or broken seats or protruding sharp edges.
- Have unobstructed vision on all sides of the vehicle.
- Be equipped with an operable two-way mobile radio, cell phone, or any other two-way communication system, which affords contact with the vehicle during all hours of operation. Pagers are not an acceptable substitute. If portable radio/cell phone

communication systems are used, drivers must be provided with and use "hands-free" accessories,, consistent with California Vehicle Code §§23123 and 23123.5.

- Meet all applicable safety and mechanical standards established by federal regulation, California statute and regulation, including Title 13, California Code of Regulations, Division 2, Chapter 6.5 ,and local code, and have passed all required inspections. Any vehicle that is a "bus" under California Vehicle Code §233 (designed, used or maintained to carry more than 15 persons including the driver, or more than 10 persons including the driver when used to transport persons for compensation) is subject to inspection of the provider's maintenance facility or terminal by the California Highway Patrol at least once every 13 months under CVC §34501(c)(1); operating such a vehicle without that inspection is a misdemeanor under CVC §34501(e). The provider shall maintain a Satisfactory CHP terminal rating, shall furnish PVTa a copy of each CHP Safety Compliance Report/Terminal Record Update (CHP 343), and shall give PVTa immediate written notice of any Conditional or Unsatisfactory rating.
- Not have vehicle leaks of any kind, including fumes.
- Be equipped with a functioning horn.
- Seat belts complying with the applicable provisions of 49 CFR Part 571 must be provided and maintained in working order at every designated seating position, including a lap belt and shoulder harness at each wheelchair securement position as required by 49 CFR 38.23(d)(7), and a sign shall be prominently displayed advising passengers that seat belt use is required.
- Drivers and all passengers shall be secured by the seat belt provided at their seating position at all times the vehicle is in operation. This requirement applies uniformly to all occupants. Consistent with 49 CFR 37.5 and FTA Circular 4710.1 §2.4.4, the provider shall not impose seat belt or shoulder harness use on riders who use wheelchairs as a condition of service unless the same requirement is imposed on and enforced for all passengers, and shall not deny transportation to a rider who is unable to use a seat belt or shoulder harness. Occupant restraint is also required by CVC §27318 for passengers 16 years of age and older in a bus equipped with safety belts, and by CVC §27315 in a vehicle that is not a bus under CVC §233, in each case as those sections may be amended or superseded.
- Vehicles which provide transportation to persons utilizing a wheelchair shall be equipped with a mobility device securement system complying with 49 CFR 38.23(d) and, for vehicles subject to them, 13 CCR §1269.1(f) and §1293(f). PVTa requires, as a minimum specification, a four-point strap-type securement system certified to SAE J2249 / ANSI-RESNA WC18, together with the lap belt and shoulder harness provided at each securement position; seat belts and shoulder harnesses shall not be used in lieu of a device that secures the mobility device itself. Vehicles 22 feet in length or less shall have at least one securement location and device, and vehicles in excess of 22 feet shall have at least two, per 49 CFR 38.23(a). While in service, each lift/ramp-equipped vehicle must maintain on board a sufficient number of mobility device and occupant securement devices to meet that vehicle's maximum wheelchair passenger capacity. Securement straps shall not be left on the vehicle floor when not in use and shall be kept clean and well maintained. The provider may require that a rider permit the mobility device to be secured (49 CFR 37.165(c)(3)), but shall not deny transportation because a device cannot be satisfactorily secured (49 CFR 37.165(d)) and shall not require a rider to transfer to a vehicle seat (49 CFR 37.165(e)).
- Each lift shall have a design load of at least 600 pounds and shall incorporate an emergency method of deploying, lowering to ground level with a lift occupant, and

raising and stowing the empty lift if power to the lift fails, as required by 49 CFR 38.23(b)(1) and (b)(3). Lifts shall be certified to Federal Motor Vehicle Safety Standard No. 403 (49 CFR 571.403) and installed in compliance with FMVSS No. 404 (49 CFR 571.404); a bus or multipurpose passenger vehicle with a GVWR exceeding 10,000 pounds shall be equipped with a lift certified to the public use lift requirements. Lifts subject to 13 CCR §§1090–1095 shall bear the certification label required by §1094, and lift installations subject to 13 CCR §1269.1 shall include the required interlocks, edge padding, and platform illumination of at least 30 lux. Where a lift's rated design load exceeds 600 pounds, the provider shall transport wheelchair and occupant combinations up to that rated load and shall not refuse carriage at a lower threshold (49 CFR 37.165(b)(1)). Ramps used in lieu of a lift shall comply with 49 CFR 38.23(c).

- Lifts, ramps, securement systems, and other installed accessories including radios shall be maintained in accordance with the recommendations of the respective manufacturer. All features required to make the vehicle readily accessible to and usable by individuals with disabilities — including lifts, ramps, securement devices, and signage — shall be maintained in operative condition and repaired promptly as required by 49 CFR 37.161.
- All vehicles shall be maintained in good overall operating condition.
- Each van vehicle (as opposed to sedan or similar) shall be equipped with at least one fully charged fire extinguisher of the proper type for the vehicle, having a minimum 4B:C rating, securely mounted and readily accessible, as required by 13 CCR §1242 for vehicles subject to it. Each extinguisher shall be serviced at least annually by a licensed fire extinguisher concern and bear a current service tag, as required by 19 CCR §575.1 and §596.1.
- Each vehicle shall be weather-tight and free of water leaks.
- Vehicles may be inspected at any time. A vehicle is subject to immediate removal from service if deemed unsafe or otherwise in violation of safety standards.
- Drivers and passengers shall not be allowed to smoke in the vehicle, including electronic smoking devices and cannabis, and a no-smoking sign shall be prominently posted inside the vehicle advising passengers of this prohibition. Authority: Health and Safety Code §§118925 and 118930 (smoking prohibited in any vehicle of an entity receiving state transit assistance; posted notice required) and Labor Code §6404.5.
- Any fines incurred in the operation of the vehicle, including parking violations, shall be the sole responsibility of the dedicated or non-dedicated services provider.
- All vehicle sizes and types are subject to the prior approval of PVTa. Approval considerations shall include such matters as, overall vehicle size, interior seating area, and passenger comfort, adequacy of trunk space for storage of mobility aids, lift size, and overhead clearances.
- Provider shall ensure that the driver or maintenance personnel daily test all safety and securement components prior to engaging vehicle in service, that defects are noted, and that all defects identified are corrected in accordance with manufacturer's specifications prior to the vehicle being placed in service.
- A service animal, as defined at 49 CFR 37.3, shall be permitted to accompany a rider with a disability in all vehicles (49 CFR 37.167(d)). No fare or other charge shall be assessed for a service animal, and a service animal shall not be counted against vehicle seating capacity. The animal shall remain under the handler's control, shall not occupy a passenger seat, and shall not block an aisle or a securement area. A service animal may be excluded only if it is out of control and the handler does not take effective action to control it, or if it poses a direct threat to the health or safety of others. Provider

personnel may ask only (1) whether the animal is a service animal required because of a disability and (2) what work or task the animal has been trained to perform, and shall not require documentation, certification, identification, or information about the rider's disability.

3.2.8 Overflow and Demand Response Drivers and Vehicles

The dedicated CONTRACTOR shall provide sufficient drivers to operate the vehicles and services. The non-dedicated and/or TNC-based portion of the services will be contracted directly by PVRTA, and who will provide and be responsible for their own drivers and vehicles.

3.3 Service Standards

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

At the option of PVRTA, PVRTA may assess payment deductions for substandard performance. Failure to enforce any deduction for any such substandard performance shall not serve to invalidate said criteria nor preclude future enforcement of that deduction.

Nature of deductions. The deductions set forth in this Section are not penalties. The parties acknowledge that PVRTA's actual damages resulting from substandard performance are extremely difficult and impractical to ascertain, and that the amounts stated represent the parties' reasonable estimate, made as of the effective date of the Agreement, of the administrative and service harm PVRTA will incur, including additional PVRTA staff time, service recovery, rider impact, and the cost of monitoring and correcting performance. The deductions are cumulative and are in addition to, and not in lieu of, PVRTA's other rights and remedies, except that PVRTA shall not recover both a deduction and actual damages for the same failure.

Data source and calculation. Performance under each standard shall be measured from data generated by the PVRTA-provided Platform, except where this Scope of Work identifies a different source. For each standard, PVRTA will use the data source, measurement period and calculation method set forth in the Performance Measurement Plan, which PVRTA will issue before the start of service and may update from time to time after consultation with the CONTRACTOR. Trips affected by circumstances outside the CONTRACTOR's reasonable control, including declared emergencies, road closures and PVRTA-directed service changes, shall be excluded from the calculation where the CONTRACTOR documents the circumstance at the time it occurs.

Notice, response and disputed data. Before assessing any deduction, PVRTA will provide the CONTRACTOR with written notice identifying the standard, the measurement period, the calculated result and the proposed deduction, together with the underlying data. The CONTRACTOR shall have ten (10) business days to respond in writing and to identify any data it disputes, with supporting documentation. PVRTA will consider the response and issue a written determination before applying the deduction to an invoice. Deductions are applied by offset against the next monthly invoice following the determination.

The dedicated and non-dedicated CONTRACTORS and PVTA shall meet biweekly to evaluate performance of the system based upon the PVTA standards cited below. If the PVTA standards are deemed too extreme or not fulfilling their intended purpose, PVTA may adjust them based upon recommendations made by dedicated and non-dedicated CONTRACTORS with concurrence and final decision by the PVTA CEO. Should it be found that CONTRACTOR's performance has contributed to dedicated and non-dedicated CONTRACTOR's failure to achieve these standards, dedicated and non-dedicated CONTRACTORS shall take all reasonable actions requested by PVTA to correct deficiencies in performance. This shall include the dedicated and non-dedicated CONTRACTORS to submit a Corrective Action Plan" citing the tactics, strategies and change improvements the dedicated and non-dedicated CONTRACTORS will take to achieve the stated standards. Should deficiencies persist, PVTA may take whatever additional action is necessary by the circumstances and provided for in the AGREEMENT of which this Scope of Work is a part.

Below is a summary of the PVTA's tentative service standards and any potential payment deductions associated with failure to meet the standards. As the contract is developed these standards will be defined for dedicated and non-dedicated providers.

PVTA TENTATIVE SERVICE STANDARDS

Performance Criteria	Standard	Deduction	Service
1a. On-Time Performance (OTP)	>90%- Dedicated Vehicle Service	\$2,500 per month for each month <90% and >85% \$3,500 per month for each month <85%	Get About
1b.	>90% Non- Dedicated WAV	\$1,000 per month for non dedicated WAV <90%	Non-Dedicated WAV
1c.	100% all Group Trips	\$250 per trip	Group Trips
2. Productivity	>2.8 Passenger Trip per Vehicle Revenue Hour	Billable VRH limited based on productivity and on time performance	Get About
3. Average Wait-Time (time between a demand service request and a pick-up)	<30 Minutes	Determined during contracting	All Services
4. Average Ride Time	<30 minutes	Determined during contracting	All Services
5. Rides Over 60 minutes	<2%	Determined during contracting	All Services
6. No Shows	<4%	Determined during contracting	All Services
7. Average Phone Hold Time (Reservation)	<120 Sec.	\$50 for every day of >120 sec Hold Time \$100 per day for each day in a second or any subsequent consecutive month in which average hold time exceeds 120 sec	All Services

8. Minimum #GPPV Drivers	≥5	Determined during contracting	All Services
9. Valid Complaints	<2 per month	\$500 > 4 per month	All Services
10. CHP Fleet Inspection on Dedicated Vehicles	Satisfactory Rating	\$5,000 for unsatisfactory rating	Get About & Group Services
11. Wheelchair Availability	No trip denied, missed or delayed because a wheelchair lift or ramp was inoperative	\$250.00 per failure in service	All Services
12. Preventive Maintenance for all PVTAs supplied vehicles- Maintenance contract for dedicated service vehicles	PMI within 3,000 miles or 45 days, whichever occurs first	Determined during contracting	All Services
13. Uniforms	All dedicated drivers required to wear proper uniform	Uniform policy to be defined in contracting	All Services

3.4 Passengers per revenue hour (PVH)

In the first 90 days of this agreement the minimum productivity level for Get About dedicated vehicle services shall be met. PVH will be monitored and tracked by PVTAs on a daily basis. Performance monitoring will be aggregated monthly and performance metrics for PVH goal attainment will be based on monthly PVH achievement of PVTAs service standards as defined below.

3.5 PVTAs Transportation Services Operating Standards

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

- Consumers shall at all times be rendered safe, courteous service in accordance with all applicable laws, ordinances and regulations.
- Shared rides must be utilized whenever possible.
- A fully accessible vehicle must be used as required for consumers in wheelchairs or other mobility devices who require transportation. Transferring/carrying individuals from wheelchairs to the seat of a vehicle is strongly discouraged, except for a rider who can transfer without any assistance and who requests service in a non-accessible vehicle.
- Services are provided to PVTAs-eligible passengers only. Unauthorized passengers are not to be transported while operating PVTAs services.
- Drivers may not refuse transport of any person or persons who is traveling with a “service animal.” The term “service animal” is legally defined in the Americans with Disabilities Act of 1990 (ADA), at 49 C.F.R. § 37.3, as an animal “individually trained to do work or perform tasks for the benefit of an individual with a disability.”
- Transportation may be refused to any person or persons who are a threat to the health, safety, or welfare of transportation staff or other passengers due to consumer’s violent, seriously disruptive or illegal conduct. The Overflow and Demand Response provider must consult with CONTRACTOR prior to any refusal of service to any consumer except

in emergency situations where safety dictates immediate action.

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

3.6 PVTA Incentive Program Dedicated Vehicle Services

PVTA is open to having a performance incentive program for drivers, dispatchers, mechanics and managers of the Dedicated vehicle service. If the incentives standards are met the incentive amounts will be paid to the dedicated CONTRACTOR for distribution directly to dedicated CONTRACTOR employees on an equitable basis. All incentives received by the CONTRACTOR shall go to the identified staff. PVTA will pay the Contractor for applicable payroll taxes and benefits. Dedicated CONTRACTOR shall provide PVTA monthly with a distribution list showing incentive receipts and amounts paid. PVTA and the dedicated CONTRACTOR will discuss and define the incentive program during contracting.

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

PVTA has initiated a bonus program wherein contractor employees are eligible for direct bonus compensation from PVTA. The Contractor shall cooperate with PVTA in administering this program. Proposers should not budget additional funds for this program as it is directly

administered by PVRTA.

The incentive package currently being contemplated is as follows:

1. An individual driver incentive based on attendance, productivity and job performance of \$150 per month.
2. A mechanic's incentive of up to \$500.00 based on fleet inspections by PVRTA's third party auditor and the CHP terminal inspections. The amount of the incentive payment shall be determined by the PVRTA.
3. A managerial incentive of up to \$750.00 per quarter. The managerial incentive will be based on an evaluation of management performance by the PVRTA CEO. The amount of the incentive shall be determined by PVRTA.

3.7 Operations - Program Management and Personnel

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

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

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

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

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

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

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

3.7.1 Training Program

The dedicated and non-dedicated CONTRACTOR(s) shall develop, implement, and maintain a formal training and retraining program that shall be subject to review and approval by PVRTA. An outline of the training program, including quarterly updates, shall be on file in the office of the PVRTA. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program. PVRTA and/or its technology provider will provide the Dedicated and non-dedicated CONTRACTOR(s) with training for its dispatching platform. PVRTA's technology provider will make available digital reference materials for use in reference, training and retraining staff. It is the CONTRACTORs responsibility that its employees are trained correctly on how to use the PVRTA technology suite provided for operating PVRTA services.

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

Dedicated and non-dedicated CONTRACTOR(s) shall prepare and furnish to PVRTA for approval prior to initiation of service an Employee Handbook. The Employee Handbook will be provided to all drivers, dispatchers, telephone operators and supervisors and shall include, at a minimum, the following subject areas: driver's rules; accident/incident policies; radio policies and procedures; fare policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures; reporting procedures; and pertinent sample forms. Any updates made to the handbook must be provided to PVRTA within 30 days of the republished handbook. PVRTA has the right to address any deficiencies in the handbook, training, and retraining programs.

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

3.7.2 Personnel Management

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

Dedicated and non-dedicated CONTRACTORS shall remove from PVRTA services any personnel provided by the Dedicated and non-dedicated CONTRACTORS for the performance of the work described herein upon request of the PVRTA. Said request shall indicate the cause for such request. The PVRTA shall be notified of new hires or reassignments of key project management personnel.

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

Dedicated and non-dedicated CONTRACTORS shall disclose the staff assignments by hours per week that each employee is scheduled to work to support PVRTA services. Dedicated and non-dedicated CONTRACTORS shall also disclose whether any employee has been also assigned to support another contracted client or to support its corporate entity. Such disclosures shall be included in the dedicated and non-dedicated CONTRACTORS monthly report to PVRTA and time sheets provided showing the amount of time dedicated to PVRTA services and/or corporate or another client of the contractor. Any non-PVRTA work provided to another client is considered non-billable. PVRTA has the right to evaluate any situation where an employee has been assigned to another contracted client including questioning billing or time spent.

3.7.3 Union Representation

The drivers and staff of the current dedicated vehicle service provider are currently represented by the Amalgamated Transit Union (ATU). CONTRACTOR shall disclose whether the planned staffing plan includes unionized employees and provide a copy of the current union agreement as part of its response for PVRTA's review. A copy of the current agreement between Transdev and ATU is available on the PVRTA website, PVTrans.org.

3.7.4 Operations Manager for Dedicated Services

PVTA identifies the Operations Manager to be a key employee to operate its services. As such and subject to the approval of PVTA, the CONTRACTOR shall designate and provide the services of an Operations Manager. The Operations Manager shall be assigned to the project on a forty-hour per week basis unless an alternate allocation of the Operations Manager's time is specifically approved by PVTA as part of the proposal and contract negotiations. Any change in the allocation of the Operations Manager's time shall be subject to negotiation and the written approval of PVTA. The Operations Manager will provide supervision and the management of the project's accounts and operating records/reporting and will report directly to and coordinate closely with PVTA's staff. The Operations Manager shall be available by telephone or in-person during all hours of the operational day to make decisions or provide coordination as necessary at the request of PVTA. The Operations Manager shall show by decision and action to be competent in all aspects of the PVTA's services.

The CONTRACTOR shall provide for a change in the Operations Managers upon six weeks' notice by PVTA. CONTRACTOR shall not replace the Operations Manager without written consent of the PVTA, unless the Operations Manager will no longer be employed by CONTRACTOR. As a key employee, PVTA has the right to interview and approve the proposed Operations Manager. The Operations Manager being proposed will be required to serve a minimum two-year term at the PVTA project before any reassignment will be considered. If Operations Manager is to be replaced, CONTRACTOR shall submit the resume and qualifications of a replacement acceptable to PVTA no later than fifteen (15) working days prior to the departure of the incumbent Operations Manager. The Contractor shall designate, in writing and subject to the Authority's approval, a qualified alternate to assume the full duties and authority of the Operations Manager during any absence exceeding one (1) business day. The Contractor shall notify the Authority in advance of any planned absence and immediately upon any unplanned absence. Should the position of Operations Manager remain unfilled for a period of thirty (30) days or more, PVTA may deduct the Operations Manager's compensation from CONTRACTOR's payments.

3.7.5 Reservation and Dispatch Personnel for Dedicated Services

CONTRACTOR shall provide trained personnel to answer telephone requests for service beginning one-half hour prior to the startup of service each day until the return of the last revenue vehicle to the CONTRACTOR's facility, and in all events during all hours in which any PVTA service for which the dedicated CONTRACTOR maintains the reservation line is operating, including Claremont Dial-a-Ride and San Dimas Dial-a-Cab from 7:00 a.m. to 8:00 p.m., seven days per week. CONTRACTOR shall provide an adequate number of reservation and dispatch personnel to support PVTA services including receive calls, schedule trips, dispatch rides to vehicles, monitoring vehicle and driver locations, monitoring the operations Dashboard, and service performance. Dispatch staff will also be responsible to oversee trip assignments for performance by the appropriate non-dedicated service provider(s) and ensure to promptly and accurately, review accepted trip requests to all non-dedicated providers. CONTRACTOR shall provide sufficient staff to maintain a hold time throughout the service day of no more than 120 seconds on the reservation line.

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

3.7.6 Driver Standards and Duties

All drivers in PVRTA service shall:

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

at the designated pickup location, incorrect addresses or addresses which are inaccessible to wheelchairs. If the driver arrives at the pickup location at, within or after the service window, and the rider is not there, he or she must wait five (5) minutes past the arrival time before contacting the dispatcher for authorization to leave. Rider(s) cannot be required to leave prior to the scheduled pickup service window start time but may choose to do so at the rider's discretion. Drivers arriving before the scheduled pickup service window must wait five (5) minutes past the window start time before requesting authorization to leave without the rider.

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

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

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

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

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

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

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

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

Service providers shall require all drivers to undergo and pass a background investigation as a condition of being placed into service under the program based on the PVTa approval criteria. Results of these investigations and driver application shall become a part of the driver's official file and available for CONTRACTOR or PVTa review upon request, except to the extent already maintained by PVTa. No driver shall have a history of DUI, DWI, reckless driving, leaving the scene of an accident or any other conviction for serious driving offenses. Service providers shall, prior to a driver being placed into service under the program, ensure that a DOJ

fingerprint background check has been obtained. Motor Vehicle Reports shall be reviewed bi-annually for all program drivers to ensure that all of the requirements for newly hired drivers are applicable to all drivers at the time of each bi-annual review. Any driver determined to not be in compliance with the requirements stated in this paragraph shall immediately be removed from service.

3.7.7 Dedicated Vehicle Service Drivers

All drivers shall be certified as having completed CONTRACTOR's formal training course for new vehicle operators as approved by PVTa, and be licensed with a valid California Class B operator's license with appropriate certifications and medical card. Drivers shall meet all applicable requirements as established by the California Highway Patrol (CHP). CONTRACTOR shall comply with requirements of the California DMV's Pull Notice Program and with the Federal Transit Administration's Drug and Alcohol testing regulations. Drivers for general public services shall have GPPV certification for general public paratransit vehicles. CONTRACTOR must maintain a minimum of five (5) GPPV-certified drivers at all times.

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

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

3.8 Ride Reservation, Vehicle Scheduling and Dispatch System

Dedicated and non-dedicated CONTRACTORS shall utilize the PVTa provided dispatching platform for operating PVTa services. Dedicated and non-dedicated CONTRACTORS shall use a systematic employee support method to schedule and transport passengers using dial-a-ride buses. PVTa's dispatching platform is capable of accommodating both advance individual reservations, group trip requests and requests for immediate service and of integrating all non-dedicated WAV and demand services into efficient vehicle tours that maximize productivity.

The PVTa provided platform will be integrated in such a way as to allow seamless communication between the CONTRACTORS providing PVTa service. The CONTRACTOR shall be responsible to monitor rider conduct, including number of no-shows by rider and make recommendations to PVTa regarding possible corrective actions. The CONTRACTOR shall provide all required/needed hardware and supporting software for the operation of the

scheduling and dispatch system.

Dedicated Provider Dispatching

The dedicated CONTRACTOR will have a dispatch instance which could be considered the “master service” console used to operate and monitor all PVRTA services. The dedicated CONTRACTOR will assign users who can access the platform. The platform includes a variety of tabs to view riders' accounts, scheduled rides, vehicles in service, driver and vehicle assignments. The operations Dashboard will provide a variety of performance metrics purposely configured to monitor all PVRTA operations and service performance. The platform includes predefined reports with the ability to create a custom report. The platform interfaces with PVRTA's mobile app and a driver app used as a digital manifest for drives.

Non-Dedicated Dispatching

Non-dedicated CONTRACTORS will have access to their own separate dispatch instance of the service console. This console will be similar to the master console, but can only view services assigned to the non-dedicated provider. This console will be used primarily for trip assignment with some features “turned off.”

3.9 Telephone Reservation and Information System

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

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

3.10 Fare Policy and Handling

Fares shall be determined by the PVRTA. Fare changes shall be made at the option of PVRTA. Drivers will be required to honor special passes, collect, cancel and/or validate passes and tickets and or fare cards. Dedicated and non-dedicated CONTRACTORS shall assure that each patron pays the appropriate fare prior to being provided transportation service. The PVRTA provided driver app will alert the driver on how much fare, if any, they are to collect. For prepaid or credit card payments, the driver may be required to validate payment has been made by the passenger. The dedicated and non-dedicated CONTRACTOR's drivers will, when

requested by PVRTA, hand out notices to passengers or otherwise render assistance to PVRTA customer relations, promotion, monitoring and supervisory functions when needed.

All fares collected in the performance of PVRTA services shall be the property of the Pomona Valley Transportation Authority. All fares including tickets and coupons shall be collected by the operator and recorded daily and reported to the Pomona Valley Transportation Authority monthly through fare reconciliation. The amount of the collected fares must correspond to the reported number of passengers carried. Fares will be deducted from the monthly invoices, shown as a credit as a line item.

The Operations Manager shall retain all tickets and coupons and as back-up documentation for the reported amount of fares collected. Said documentation shall be turned over to PVRTA monthly. The total amount of the cash fares collected for all is to be retained by the dedicated and non-dedicated CONTRACTORS and deducted from dedicated and non-dedicated CONTRACTOR's monthly service charge. PVRTA reserves the right to conduct fare reconciliation audits.

3.11 Safety Program

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

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

Dedicated and non-dedicated CONTRACTORS shall participate in the State of California Department of Motor Vehicles "Employer Pull Notice Program" for appropriate monitoring of employer driver license activity.

Dedicated and non-dedicated CONTRACTORS will require all assigned personnel (drivers, dispatchers, control room personnel, vehicle maintenance mechanics, supervisors, etc.) to participate in the safety program.

3.12 Road Supervision

Dedicated and non-dedicated CONTRACTORS shall provide road supervision as necessary to monitor drivers and vehicles, assist drivers in revenue service, and respond to accidents/incidents. The dedicated and non-dedicated CONTRACTORS shall provide an adequate number of road supervisors to support PVRTA services and operations. The contractor

shall identify all road supervision personnel in its staffing plan.

3.13 Accident, Incident, and Complaint Procedures

Prior to initiating services under this agreement, dedicated and non-dedicated CONTRACTORS shall develop, implement and maintain formal procedures, subject to PVRTA review and approval, for response to accidents, incidents, service interruptions, and complaints. The dedicated and non-dedicated CONTRACTORS shall provide PVRTA with its incident management plan and procedures. Such occurrences to be addressed include, but are not necessarily limited to: vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, lift failures on vehicles in service, and vehicles operating more than thirty (30) minutes behind promised schedule. All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to PVRTA and the Los Angeles County Sheriff or Highway Patrol or other local law enforcement as appropriate within 10 minutes of the incident. If injury has resulted from the incident, the driver MUST CALL 911 immediately. The dedicated and non-dedicated CONTRACTORS will advise such agency of the accident and request a police unit to investigate the accident. If the incident is minor and an authority refuses to send service personnel, the dedicated and non-dedicated CONTRACTORS must document the incident with photos, written statements, witness identification and formal report.

The PVRTA CEO shall be notified in person or by telephone within ten (10) minutes of the occurrence of any accident or incident involving a PVRTA or City of Claremont vehicle or service that requires emergency services and/or the transport for medical treatment of a passenger, a member of the public or an employee of the dedicated and non-dedicated CONTRACTORS. A written follow-up report shall be provided to PVRTA within one (1) business day of such accident or incident. In the event of a non-injury accident or incident that results in property damage or loss only, dedicated and non-dedicated dedicated and non-dedicated CONTRACTORS shall notify PVRTA in writing within 1 business day of the event and provide a written report within three (3) business days.

3.14 Emergency; Natural Disasters

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

3.15 Operations Facility

The dedicated CONTRACTOR shall be responsible for securing, establishing and maintaining a facility for the operation, maintenance oversight, and administration of PVRTA transportation

services. The dedicated CONTRACTOR is not required to own, lease, or operate a vehicle maintenance shop; maintenance facility, tooling, and mobile maintenance requirements are addressed in Section 3.16.

With the approval of PVRTA, such a facility may be shared with the operation of similar services for another client agency. The dedicated CONTRACTOR's telephone reservation and dispatch operations for PVRTA may be located at a separate location subject to PVRTA's approval.

PVRTA desires the dedicated provider to have its operations facility within the PVRTA service area. PVRTA encourages OFFERORS to present an innovative facility strategy, including the use of one or more depots or service hubs at which vehicles are parked in a secure area rather than a single conventional operating yard. PVRTA is willing to mutually assist its awarded dedicated CONTRACTOR with securing a mutually acceptable facility.

PVRTA does not require that the fleet be consolidated at a single site. PVRTA is open to separating the vehicle fleet and parking vehicles at multiple secure locations distributed throughout the four-city service area, positioned to reduce deadhead mileage and improve response times. PVRTA is likewise open to a reservation, scheduling and dispatch operation located separately from the vehicles, including a stand-alone dispatch office, space co-located with another of the CONTRACTOR's operations, shared or leased workspace, or remote and hybrid dispatch staffing. OFFERORS are encouraged to propose whatever facility, parking, and dispatch workspace configuration delivers the required service at the lowest overall cost to PVRTA, and to identify the cost savings associated with the approach proposed. All locations and configurations are subject to PVRTA's written approval.

At a minimum, the operations facility, and each depot or service hub used for vehicle parking, shall have the following:

- A location within the PVRTA service area, or within five (5) miles of the PVRTA service area, agreed to in writing by PVRTA. This standard applies to the operations facility and to every depot or service hub at which PVRTA vehicles are parked. Each depot or service hub proposed after award shall be separately approved in writing by PVRTA.
- A furnished operations office to house reservation, scheduling and dispatch personnel, including computer equipment, scheduling/dispatch equipment, adequate desks, tables, chairs, and other equipment as may be appropriate.
- Adequate, appropriately equipped space for administrative personnel and staff, and for training and safety meetings.
- An adequate drivers' room or ready room, with restroom facilities, meeting applicable ADA and Cal/OSHA requirements, reasonably accessible to the location(s) at which drivers report.
- A security-fenced, paved and lighted area for overnight vehicle parking with adequate space for all vehicles assigned to PVRTA service. Parking may be distributed across more than one approved depot or service hub within the service area.
- Adequate secured storage for vehicle keys and fobs, fareboxes and fare media, operating records, and operating supplies at each location where vehicles are parked.
- Reasonable and safe access for the maintenance provider under Section 3.16 to perform mobile preventive maintenance, servicing, and running repairs on site.

3.15.1 Remote and Hybrid Dispatch

Reservation, scheduling and dispatch functions may be performed on site, remotely, or through a hybrid arrangement, subject to PVTA's written approval. Where any dispatch function is performed remotely, the dedicated CONTRACTOR shall demonstrate, and maintain throughout the term:

- **Security-** Secure, CONTRACTOR-managed devices and network connections; controlled access to PVTA rider data consistent with applicable privacy requirements; call and radio recording equivalent to that available on site; no use of personal, unsecured, or unmanaged equipment for PVTA work; and a private work environment in which rider information cannot be overheard or viewed by others.
- **Supervision-** Active supervision of remote dispatch staff during all service hours, whether provided remotely or in person, including real-time visibility of queue, call handling, and on-time performance, and an identified supervisor reachable by PVTA at all times service is operating.
- **Training and check-ins-** Initial and refresher training equivalent to that provided to on-site staff, and regularly scheduled check-ins between remote dispatch staff and their supervisor, documented and available to PVTA on request.
- **Continuity-** Backup connectivity and a documented plan to restore dispatch service, including a physical location from which dispatch can be operated, in the event of a remote-work outage.
- **Equivalent capability-** Equipment, connectivity, and data-security capability equivalent to a furnished on-site operations office.

PVTA reserves the right to require that a specified dispatch function return to a PVTA-approved physical location if remote performance does not meet the standards of this AGREEMENT.

3.15.2 Vehicle Cleanliness

Cleanliness of all vehicles used in PVTA service is the obligation of the dedicated CONTRACTOR, and shall be maintained in accordance with the standards set forth in Section 4.2.5 through 4.2.7. The dedicated CONTRACTOR is not required to construct or operate a vehicle wash facility. Cleaning may be performed on site at an approved depot or service hub, at a commercial car wash, or by a mobile washing service, provided that all washing is conducted in compliance with applicable Federal Clean Water requirements and local stormwater discharge regulations. The dedicated CONTRACTOR shall include the cost of vehicle cleaning in its price proposal; vehicle cleaning is not a maintenance pass-through cost.

3.16 Maintenance Facility, Tools and Mobile Maintenance Capacity

PVTA's preferred maintenance model is that the dedicated CONTRACTOR subcontracts vehicle maintenance to an experienced third-party maintenance provider, billed to PVTA on a cost pass-through basis. Accordingly, the dedicated CONTRACTOR is not required to provide a maintenance facility of its own. The dedicated CONTRACTOR shall, however, ensure that its maintenance subcontractor has the facility, tools, equipment, personnel, and capacity necessary to perform all maintenance obligations set forth in Section 4.3.3 and 4.3.4, whether through a fixed maintenance facility, mobile maintenance capacity, or a combination of both. All such arrangements are subject to PVTA's written approval.

Fixed Maintenance Facility

Where maintenance is performed at a fixed facility, that facility shall at a minimum have:

- A location within ten (10) miles, and not more than thirty (30) minutes normal non-peak driving time, of the depot or service hub at which the majority of PVRTA vehicles are parked. Where the OFFEROR proposes mobile maintenance capacity sufficient to perform preventive maintenance inspections and running repairs at the depot or service hub, PVRTA may approve a fixed shop at a greater distance for heavy repair, warranty, and CHP inspection support.
- An enclosed workspace sufficient to allow maintenance personnel to service at least two (2) Type III transit vehicles simultaneously, protected from the weather.
- A paved shop floor capable of withstanding the weight of a Type III transit vehicle.
- Adequate secured storage area for tools, equipment and parts.
- All tools and equipment necessary to perform periodic repairs and the preventive maintenance activities for gasoline-powered vehicles, including current electronic diagnostic equipment.
- All tools and equipment necessary to perform periodic service and adjustments and make mechanical repairs, including repairs to wheelchair lifts and ramps, securement systems, air conditioning systems, and farebox equipment.
- Capability to clean and degrease vehicles, components and equipment as necessary following maintenance work, in compliance with applicable Federal Clean Water requirements. Routine vehicle cleanliness remains the obligation of the dedicated CONTRACTOR under Section 3.15.2.

Mobile Maintenance Capacity

OFFERORS may propose mobile maintenance in place of, or in addition to, a fixed facility, provided that the proposal demonstrates:

- Fully equipped mobile service vehicles capable of performing preventive maintenance inspections, servicing, and running repairs at PVRTA-approved depots or service hubs;
- The ability to meet the preventive maintenance intervals and standards in Section 4.3.3 and 4.3.4 without curtailing service;
- Weather-protected work capability, appropriate containment for fluids consistent with Federal Clean Water requirements, and secure storage of tools, parts and equipment; and
- A designated fixed shop, meeting the requirements above, for repairs, warranty work, and CHP inspection support beyond mobile capability.

PVRTA Oversight

PVRTA, through its General Manager or maintenance oversight designee, shall have the right to inspect any facility, mobile unit, tool inventory, or maintenance record used in the performance of PVRTA maintenance, upon reasonable notice, independent of the dedicated CONTRACTOR's management chain.

Proposal Requirement

OFFERORS shall describe the proposed maintenance facility and/or mobile maintenance

approach, its location(s), distance and drive time from the proposed vehicle parking location(s), tooling and diagnostic capability, staffing, and hours of availability, together with evidence of the maintenance provider's experience with vehicles of the type used in PVRTA service.

Section 4 Maintenance and Vehicle Readiness — Allocation of Responsibility

PVRTA supplies the vehicles used in dedicated service. Responsibility for keeping those vehicles ready, clean, safe and properly maintained is divided between two parties under this AGREEMENT:

- a. The dedicated CONTRACTOR is responsible for vehicle readiness, daily servicing and safety checks, fueling, defect identification and reporting, movement of vehicles to and from maintenance, and all aspects of interior and exterior cleanliness and appearance. These duties are performed with the dedicated CONTRACTOR's own personnel and are included in the CONTRACTOR's proposed price. They are not pass-through costs.
- b. The maintenance subcontractor, an experienced third-party maintenance provider retained by the dedicated CONTRACTOR and approved in writing by PVRTA, operating either a fixed shop, mobile maintenance capacity, or both under Section 3.16, is responsible for preventive maintenance, inspection, diagnosis, repair, parts, warranty administration, CHP mechanical preparation, and maintenance recordkeeping. The cost of the maintenance subcontract is passed through to PVRTA at actual cost, without markup, and is not subject to price competition.

Pass-through treatment applies to the maintenance of vehicles in the ordinary course. It does not apply to damage. Repair or replacement of PVRTA or City of Claremont vehicles and equipment damaged or lost by reason of collision, negligence, abuse, vandalism, or other like cause remains the dedicated CONTRACTOR's obligation at its sole expense under Sections 4.5 and 4.5.2 of this Scope of Work, except where Section 4.5.2 expressly allocates a loss occurring at a PVRTA-directed parking location to PVRTA, whether or not the work is performed by the maintenance subcontractor.

This AGREEMENT states the functions that must be performed and the qualifications that must be held by the personnel performing them. Except where expressly required, PVRTA does not prescribe job titles, classifications, or organizational structure for either party, and OFFERORS are free to combine functions among personnel in whatever manner meets the performance standards of this AGREEMENT at the lowest cost.

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

The dedicated CONTRACTOR's duty and responsibility to ensure that all vehicles and equipment are maintained to PVRTA maintenance standards shall not be diminished by the use of a maintenance subcontractor. Maintenance work may be delegated only to a maintenance subcontractor approved in writing by PVRTA; the dedicated CONTRACTOR remains fully

responsible to PVTa for the performance of that subcontractor and shall not further delegate maintenance to any other person, firm or corporation without explicit written PVTa approval.

4.0.1 Responsibility Matrix

Function	Dedicated CONTRACTOR	Maintenance Subcontractor	Cost treatment
Daily pre-trip / post-trip driver safety inspection	✓		In base price
Daily vehicle servicing and fluid-level checks	✓		In base price
Fueling labor and fuel purchasing	✓		Fuel at PVTa-established rate
Defect identification, write-up and reporting	✓		In base price
Removing an unsafe vehicle from service	✓	✓	—
Interior cleaning (daily)	✓		In base price
Exterior washing, detailing, monthly deep cleaning	✓		In base price
Graffiti removal; decal, logo and signage replacement	✓		In base price
Pest and vermin treatment	✓		In base price
Moving vehicles to / from the shop; staging for mobile service	✓		In base price
Preventive maintenance inspections and servicing		✓	Pass-through
Diagnosis and mechanical and electrical repair		✓	Pass-through
Wheelchair lift/ramp and securement system service and repair		✓	Pass-through
HVAC service and repair		✓	Pass-through

Function	Dedicated CONTRACTOR	Maintenance Subcontractor	Cost treatment
Tires, parts, fluids and lubricants		✓	Pass-through
Spare parts inventory		✓	Pass-through
Emissions testing, Smog Check, CARB compliance repairs		✓	Pass-through
Warranty claim administration		✓	Pass-through (credits to PVTa)
CHP terminal, terminal rating, records and notification	✓		In base price; CHP fees pass-through
CHP mechanical preparation and correction of defects		✓	Pass-through
Body, glass and collision damage repair	Arranges	Performs	CONTRACTOR's sole expense (§ 4.5)
Road call response	Initiates	Performs	Pass-through
Towing — mechanical failure	Initiates	Arranges	Pass-through
Towing — collision, abuse, negligence, vandalism	Initiates	Arranges	CONTRACTOR's sole expense
Maintenance records and PM compliance reporting	Oversees	✓	Pass-through
Vehicle service and cleanliness reporting	✓		In base price

4.1 Vehicle Maintenance and Support — General

The dedicated CONTRACTOR shall be responsible for the physical appearance and service readiness of all vehicles, communication systems, and all other equipment, furnishings, and accessories required in connection with its operation of PVTa transportation services, and shall maintain them in a clean, safe, sound, and operable condition at all times and fully in accordance with PVTa standards.

The dedicated CONTRACTOR shall ensure, through its approved maintenance subcontractor, that all mechanical maintenance of PVTa and City of Claremont vehicles and equipment is performed in accordance with manufacturer-recommended procedures and specifications and with the applicable requirements of any federal or state statute or regulation.

4.2 Dedicated CONTRACTOR — Vehicle Readiness, Servicing and Cleanliness

4.2.1 Vehicle Readiness and Cleanliness Staffing

The dedicated CONTRACTOR shall assign sufficient personnel to ensure that every vehicle is ready for service each day, that all on-board technologies are working properly, and that vehicle cleanliness meets PVTa standards. PVTa does not prescribe a title, classification, or number of positions for this function. It may be performed by dedicated vehicle service personnel, by drivers or utility staff, by supervisory staff, or by any combination the dedicated CONTRACTOR proposes, and it may be combined with other operational duties.

Where the fleet is parked at more than one depot or service hub under Section 3.15, the dedicated CONTRACTOR shall provide sufficient coverage at each location to meet the requirements of this Section.

Personnel performing this function shall hold a valid California driver's license of the class required to move the vehicles used in PVTa service, and shall be trained to complete daily servicing checklists, identify and report vehicle defects, and verify the operation of on-board technology, wheelchair lifts and ramps, and securement equipment.

The dedicated CONTRACTOR shall identify to PVTa the individual responsible for vehicle readiness and cleanliness at each location, and shall notify PVTa when that assignment changes.

4.2.2 Daily Vehicle Servicing and Safety Checks

The dedicated CONTRACTOR shall perform daily vehicle servicing of all vehicles and equipment used in PVTa revenue service. Daily servicing shall include, but not be limited to:

- Fueling
- Checking engine oil level
- Checking transmission fluid level
- Checking radiator/reservoir coolant level
- Checking power steering fluid level
- Checking windshield wipers and washers
- Checking tire wear and tire inflation levels
- Checking directional signals and flashers
- Checking headlights
- Checking brakes and lights
- Checking parking brake
- Checking mirrors for damage and proper setting
- Checking horn operation
- Checking heater and air conditioner
- Checking gauges: temperature, fuel, charging, oil pressure
- Checking speedometer and trip meter
- Checking ignition key/fob
- Checking for leaks under the vehicle
- Checking inside the engine compartment for leaks or loose items
- Checking seatbelts
- Checking that windows open and close per manufacturer specifications

- Checking that the windshield is free from cracks
- Checking lifts and ramps, and securement equipment (as applicable)
- Checking that the fire extinguisher is on board, fully charged, certified and easily accessible
- Checking wheels, tires and lug nuts
- Interior sweeping and dusting
- Exterior and interior visual inspection

The dedicated CONTRACTOR shall top off fluids at levels found to be low during daily servicing. Any condition beyond topping off — including any leak, wear condition, or component failure — shall be reported to the maintenance subcontractor as a defect under Section 4.2.4 and shall not be repaired by the dedicated CONTRACTOR's personnel.

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

4.2.3 Fuel

The dedicated CONTRACTOR shall purchase the fuel required for the operation of all PVTA and City of Claremont vehicles, using a system that accurately records all fuel purchases for billing purposes and permits PVTA to reconcile all fuel transactions by date and vehicle number. Fueling shall be performed prior to a vehicle entering revenue service. Fueling with passengers on board is strictly prohibited.

Fuel shall be reimbursed to the dedicated CONTRACTOR on the basis of a fuel rate established by PVTA. The labor of fueling and the administration of fuel records are included in the dedicated CONTRACTOR's proposed price and are not separately reimbursable.

On a monthly basis, the dedicated CONTRACTOR shall provide a report to PVTA detailing gallons dispensed and miles per gallon for each vehicle in PVTA service.

4.2.4 Defect Reporting, Vehicle Movement and Road Calls

The dedicated CONTRACTOR shall establish a written defect reporting process, approved by PVTA, under which every defect identified by a driver, service attendant, or supervisor is documented and transmitted to the maintenance subcontractor the same day it is discovered, with a copy available to PVTA. Any defect affecting the safe operation of the vehicle, the operation of the wheelchair lift or ramp, or the securement of a mobility device shall result in the vehicle being removed from service immediately and shall be reported to the maintenance subcontractor and to PVTA without delay.

The dedicated CONTRACTOR shall deliver vehicles to the maintenance subcontractor's shop, or stage them for mobile service at an approved depot or service hub, at the times required by the approved preventive maintenance schedule, and shall return them to service upon release by the maintenance subcontractor. The dedicated CONTRACTOR shall also transport any or all vehicles and equipment to any required inspection facility when requested by PVTA or a regulatory agency.

In the event of an in-service breakdown, the dedicated CONTRACTOR shall be responsible for passenger safety, notification of PVRTA, and arranging replacement transportation for affected riders, and shall notify the maintenance subcontractor immediately. The maintenance subcontractor shall respond to road calls within the time standard set forth in Section 4.3.6. Towing required by mechanical failure shall be arranged through the maintenance subcontractor and billed as a pass-through cost at actual documented cost. Towing required by collision, negligence, abuse, vandalism or other like cause shall be at the dedicated CONTRACTOR's sole expense.

4.2.5 Daily Vehicle Cleaning

The following items must be completed daily on each vehicle that provided service:

- Sweep clean and remove all trash, gum, sticky substances, foreign objects, vermin, dirt and dust.
- Clean the operator's area and dashboard so it is free of dust, stains, or grease.
- Clean all interior and exterior windows, removing dust, fingerprints, smudges, writing, water spots, and streaks.
- Clean passenger seats to the extent that they are dust free and free of all foreign substances.
- Clean all ledges, stanchions, handrails, and remove dust, grease, gum or sticky substances.
- Empty and/or replace trash bags or receptacles on each vehicle.

Daily interior cleaning shall in all cases result in a vehicle meeting the following condition at the start of service:

1. Carpets, floors and upholstery dry and free of dirt, debris, and stains, and free of rips or holes;
2. Dashboard clean and free of cracks;
3. Seatbelts clean and fully operational;
4. Interior free of any unpleasant or overpowering odors;
5. Inside of all windows clean, with all dust and fingerprints removed;
6. Doors and armrests clean;
7. Crevices clean and free of debris;
8. Operator identification properly displayed and easily viewed;
9. Client placard visibly displayed; and
10. Graffiti damage removed or repaired.

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

4.2.6 Exterior Washing and Periodic Deep Cleaning

Exteriors of all PVRTA and City of Claremont vehicles shall be washed as required to maintain a clean, inviting appearance, and in no event less than once per week during any week in which the vehicle is used in revenue service. More frequent washing shall be performed when inclement weather, road conditions, dust, or bird or insect residue cause a vehicle's appearance to fall below the standards of Section 4.2.7. A vehicle that has not been in service for more

than two (2) days shall be washed prior to being placed back in service.

Exterior washing shall include vehicle body, all windows and wheels. PVTA encourages the use of commercial or mobile wash operations that recycle wash water, consistent with local water conservation requirements and Federal Clean Water and local stormwater discharge requirements.

Vehicle interiors shall be sprayed with disinfectant on a weekly basis.

Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance.

Monthly deep cleaning shall include all areas of the vehicle, including bumpers, wheels, windows, panels and seats. All fabric seats shall be shampooed. The dedicated CONTRACTOR shall document and report the date of the most recent deep cleaning for each vehicle.

Vehicles shall be kept free of vermin and insects at all times. The dedicated CONTRACTOR shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials. Treatment by a licensed pest control company shall be performed as needed and immediately upon discovery of any infestation, and the vehicle shall be removed from service until treatment is complete. PVTA does not require scheduled periodic fumigation.

Cleaning may be performed at an approved depot or service hub, at a commercial car wash, or by a mobile washing service, in accordance with Section 3.15.2. The dedicated CONTRACTOR shall not utilize cleaning methods (e.g., power washers) that can damage or cause unreasonable wear to vehicle graphics and/or paint, and shall be responsible to repair all damage to vehicle graphics and paint caused by its cleaning methods.

4.2.7 Cleanliness and Aesthetics Standards

To facilitate customer service, it is imperative that all vehicles in PVTA service remain clean and free from body damage (other than minor scratches). Damaged or missing logos, decals and signs are not acceptable. This requirement applies to the full interior and exterior of the vehicle, including floors, walls, windows, ceilings, seats, doors, mirrors, signs, exterior sides, tires and wheels.

If vehicles are inspected by the dedicated CONTRACTOR, PVTA, or PVTA's designee and found not in compliance with vehicle cleanliness and aesthetic requirements, written notice will be served. Vehicles not brought up to standard within seven (7) days may be subject to removal from service.

Replacement of damaged or missing logos, decals and signage, and removal of graffiti, are the responsibility of the dedicated CONTRACTOR. Repair of body, glass and collision damage shall be performed by the maintenance subcontractor under Section 4.3.5, arranged by the dedicated CONTRACTOR, and paid at the dedicated CONTRACTOR's sole expense in accordance with Section 4.5.

4.2.8 Vehicle Service Reporting

A vehicle service report shall be provided to PVRTA on a monthly basis, documenting for each vehicle: daily servicing checklist completion, daily and monthly cleaning completion, date of most recent deep cleaning and any pest treatment, defects reported to the maintenance subcontractor, and days out of service.

4.3 Maintenance Subcontractor — Preventive Maintenance and Repair (Pass-Through)

The dedicated CONTRACTOR shall retain, subject to PVRTA's written approval, an experienced third-party maintenance provider to perform all preventive maintenance, inspection, diagnosis and repair of PVRTA and City of Claremont vehicles and equipment. The requirements of this Section 4.3 shall be incorporated into the maintenance subcontract and shall be enforceable by PVRTA.

4.3.1 Maintenance Staffing Approach

Lean, outcome-based staffing. PVRTA does not prescribe positions, titles, classifications, a minimum number of maintenance personnel, or a fixed fleet-to-mechanic ratio for the maintenance subcontract. Staffing shall be the minimum necessary to meet the preventive maintenance intervals of Section 4.3.4, the road call response standard of Section 4.3.6, and the vehicle availability required to operate scheduled service without curtailment. PVRTA expressly permits a maintenance subcontract staffed by a single primary technician, or by a principal-operated firm in which the owner personally performs and supervises the work, where that arrangement demonstrably meets these standards.

No required management layer. No maintenance manager, shop foreman, service writer, account representative, or comparable supervisory or administrative position is required, and none shall be proposed within the maintenance subcontract beyond what is necessary to perform and document the work. PVRTA will not accept pass-through billing for maintenance staffing that does not directly perform, supervise, or document maintenance on PVRTA vehicles.

Functions to be performed. Regardless of how the maintenance subcontractor is organized, the following functions shall be performed and shall be the responsibility of identified personnel: preventive maintenance scheduling and tracking; performance and documentation of inspections, servicing and repairs; diagnosis of vehicle systems; parts, spare parts inventory and warranty administration; emissions and Smog Check compliance; CHP inspection preparation and correction of defects; and communication with PVRTA and the dedicated CONTRACTOR's dispatch. One individual may perform all of these functions.

Backup technician required. The maintenance subcontract shall at all times include a named backup technician, meeting the qualifications of Section 4.3.2, who is available to perform preventive maintenance, running repairs and road call response during the primary technician's absence, vacation, illness, or concurrent road calls. The backup technician may be an employee of the maintenance subcontractor or of another qualified firm under a written standby arrangement, and shall be identified to PVRTA by name before the start of service and whenever the assignment changes. A maintenance subcontract with no identified backup is not acceptable.

Point of contact and access. The maintenance subcontractor shall identify to PVRTA and to the dedicated CONTRACTOR's dispatch the individual responsible for the PVRTA fleet and a direct means of reaching that individual during service hours. PVRTA, through its General Manager or

maintenance oversight designee, shall have direct access to that individual and may direct corrective action independent of the dedicated CONTRACTOR's management chain. Arrangements requiring communication to be routed through a call center, national service desk, corporate account representative, or similar intermediary are not acceptable.

Continuity of assigned personnel. The maintenance subcontractor shall assign a named technician, or a small named team, as the regular technician(s) for the PVRTA fleet, so that the same personnel become familiar with the individual history of each vehicle. Rotating or unassigned technician pools are not acceptable. The dedicated CONTRACTOR shall notify PVRTA of any change in the assigned technician(s), the backup technician, or the point of contact as soon as practicable.

4.3.2 Maintenance Personnel Qualifications and Recordkeeping

Experience. Each technician assigned to PVRTA and City of Claremont vehicles, including the backup technician, shall have a minimum of five (5) years of demonstrated, successful experience maintaining public transportation, paratransit, or comparable passenger-carrying fleet vehicles, including documented experience with gasoline engines, air conditioning systems, wheelchair lifts and ramps, passenger securement systems, farebox equipment, and CHP General Public Paratransit Vehicle inspection requirements. Experience limited to general automotive or light-truck repair does not satisfy this requirement.

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

- Conduct preventive maintenance inspections and complete associated paperwork;
- Inspect vehicle engines, transmissions, and other mechanical, electrical, and electronic parts and components;
- Diagnose vehicle engine, transmission, electrical and electronic component system problems; and
- Repair vehicle engines, transmissions, and other mechanical, electrical, and electronic parts and components.
- The maintenance subcontractor shall ensure that adequate technical training and appropriate technician certifications are maintained and available for PVRTA review and approval. ASE certification in the relevant categories, or equivalent manufacturer certification, is preferred.
- Recordkeeping technology (preferred). PVRTA prefers a maintenance subcontractor that operates its own electronic maintenance management or fleet maintenance software, so that PVRTA does not bear the cost of providing or administering a maintenance records system. A preferred system provides, at minimum:
 - Electronic work orders and repair orders, with labor, parts, and cost detail by vehicle;
 - Automated preventive maintenance scheduling and due/overdue alerts based on mileage and elapsed time;
 - A complete maintenance history by vehicle unit number, retained for the term of the AGREEMENT;
 - Photo or digital documentation of defects, repairs and inspection results;
 - Read-only access, a recurring report, or an export in a common format (PDF, CSV or Excel) furnished to PVRTA and the dedicated CONTRACTOR without additional charge; and
- Data that is exportable and transferable to PVRTA at the conclusion of the AGREEMENT.

Where the maintenance subcontractor does not operate such a system, the dedicated CONTRACTOR shall demonstrate an alternative method of meeting the recordkeeping and reporting requirements of Section 4.3.7 at no additional cost to PVRTA. Regardless of the system used, all maintenance records relating to PVRTA and City of Claremont vehicles are the property of PVRTA under Section 4.3.7.

Proposal Submittal - OFFERORS shall identify the proposed maintenance subcontractor, the technicians to be assigned including the backup technician, their years and nature of public transportation maintenance experience, certifications held, the maintenance management software or recordkeeping system to be used, and the total proposed maintenance staffing expressed in full-time equivalents.

4.3.3 Preventive Maintenance

Vehicle preventive maintenance for all vehicles in PVRTA service must be performed in accordance with the vehicle manufacturer's recommended Preventive Maintenance Inspection (PMI) requirements. The maintenance subcontractor shall develop a preventive maintenance plan and maintain records which detail the work performed for each vehicle inspection. These records must be available for review by PVRTA, and shall be available during vehicle inspections, post-accident, or as needed.

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

Vehicle repairs and servicing shall be performed by qualified technicians using current technologies, tools and electronic diagnostic equipment, in a facility or mobile unit meeting the requirements of Section 3.16. The dedicated CONTRACTOR shall document and submit its maintenance subcontractor's proactive preventive maintenance program for review and approval by PVRTA prior to the effective date of this AGREEMENT.

The maintenance subcontractor shall establish and maintain an ongoing spare parts inventory sufficient to minimize vehicle downtime and ensure that peak vehicle requirements are met.

4.3.4 Preventive Maintenance Requirements and CHP Compliance

At a minimum, the preventive maintenance program shall adhere to the preventive maintenance schedules and standards of the industry, and shall be sufficient so as not to invalidate or lessen warranty coverage of any PVRTA or City of Claremont vehicle or associated equipment. Adherence to preventive maintenance schedules shall not be regarded as reasonable cause to defer maintenance in specific instances where personnel of either party observe that maintenance attention is needed.

Preventive maintenance inspections and servicing for all PVRTA and City of Claremont vehicles shall occur not less than every three thousand (3,000) miles or forty-five (45) days, whichever is less, for vehicles in revenue service.

Preventive maintenance shall comply with California Highway Patrol requirements for General Public Paratransit Vehicles.

CHP terminal responsibility. Because PVRTA vehicles are parked at depots or service hubs secured and controlled by the dedicated CONTRACTOR under Section 3.15, the dedicated CONTRACTOR shall hold the CHP terminal for those locations and shall be responsible for the terminal's CHP safety compliance rating. The dedicated CONTRACTOR shall make all vehicles subject to CHP inspection available as necessary, shall maintain records in accordance with CHP maintenance record guidelines, and shall notify PVRTA within twenty-four (24) hours of any inspection failure and provide copies of all CHP inspection reports. The maintenance subcontractor shall perform all mechanical preparation for CHP inspection, shall correct all mechanical defects identified, and shall secure and maintain CHP General Public Paratransit Vehicle Certification for all vehicles used in general public service. Fees required to secure such certification shall be billed as a pass-through cost at actual documented cost.

Maintenance shall not be deferred for reasons of shortage of maintenance staff or operable vehicles, nor shall service be curtailed for the purpose of performing maintenance without prior written consent of PVRTA. Preventive maintenance and running repairs shall receive first priority in the use of the maintenance subcontractor's resources allocated to PVRTA. The maintenance subcontractor shall adjust work schedules as necessary to meet all scheduled services and complete preventive maintenance activities according to the schedule approved by PVRTA. The dedicated CONTRACTOR shall deliver or stage vehicles as required to permit compliance with this Section.

4.3.5 General Maintenance Policies

1. All wheelchair lift-related equipment shall be inspected, serviced and lubricated at intervals necessary to ensure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service.
2. Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system.
3. All components of the vehicle bodies, appurtenances, and frames shall be maintained in a safe, sound and undamaged condition at all times. Damage (including body, glass, and all appurtenances) shall be repaired in a professional manner within three weeks (21 calendar days) of occurrence. Where the damage arises from collision, negligence, abuse, vandalism or other like cause, the repair shall be performed at the dedicated CONTRACTOR's sole expense under Section 4.5 and shall not be billed to PVRTA as a pass-through cost.
4. All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and fully functional, as-designed condition at all times.
5. The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle.
6. Heating, ventilation and air conditioning (HVAC) systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions during all in-service hours. A/C systems shall be maintained in an operable condition throughout the entire year.
7. All parts, materials, tires, lubricants, fluids, oils and procedures used on all PVRTA and City of Claremont vehicles and equipment shall meet or exceed OEM specifications and requirements.
8. The maintenance subcontractor shall administer all applicable manufacturer, component and campaign warranties, shall not perform work in a manner that voids warranty coverage, and shall credit PVRTA for all warranty recoveries.

9. The maintenance subcontractor shall perform and certify emissions testing, administer the Smog Check program for PVRTA and City of Claremont vehicles, perform repairs required to meet emissions standards, and support any applicable California Air Resources Board compliance obligations.

4.3.6 Availability and Road Call Response

The maintenance subcontractor shall be available during hours sufficient to meet the service requirements of this AGREEMENT, including a means of contact at all times during service hours. The maintenance subcontractor shall respond to an in-service road call within sixty (60) minutes of notification by the dedicated CONTRACTOR's dispatch. This standard applies whether the response is provided by the primary or the backup technician identified under Section 4.3.1.

4.3.7 Maintenance Records and Reporting

The maintenance subcontractor shall maintain a complete maintenance file for each vehicle, including PM inspection records, repair orders, parts and warranty documentation, daily vehicle condition reports retained for the period required by the CHP, CHP inspection results, and road call history. Records shall be maintained in a form accessible to PVRTA at any time and shall be the property of PVRTA, whether held in the maintenance subcontractor's own maintenance management system or otherwise. Records of all maintenance and inspections shall be made available to PVRTA, the CHP, and any other regulatory agency with jurisdiction upon request. Upon expiration or termination of the AGREEMENT, all vehicle files shall be delivered to PVRTA in their entirety in a usable electronic format at no additional cost, and PVRTA may review them for completeness before releasing final payment.

The dedicated CONTRACTOR shall submit a monthly maintenance report to PVRTA including PM on-time compliance by vehicle, open defects, vehicles out of service and duration, road calls, and miles between road calls.

4.3.8 Pass-Through Billing and Cost Responsibility

The cost of the maintenance subcontract shall be billed to PVRTA at actual cost, without markup, administrative fee, or profit by the dedicated CONTRACTOR. Invoices shall be supported by the maintenance subcontractor's underlying invoices and repair orders. Parts, tires, fluids, CHP certification fees and mechanical-failure towing shall be billed at actual documented cost. Shop supply charges, environmental fees, documentation or software fees, and similar percentage-based add-ons shall be separately identified and are subject to PVRTA approval.

The following are not pass-through costs and shall not be charged to PVRTA:

- Vehicle cleaning, daily servicing, and fueling labor, which are included in the dedicated CONTRACTOR's proposed price;
- Repair or replacement of vehicles and equipment damaged or lost by collision, negligence, abuse, vandalism, or other like cause, which is the dedicated CONTRACTOR's sole expense under Section 4.5;
- Towing necessitated by collision, negligence, abuse, or vandalism;
- Any repair required as a result of the dedicated CONTRACTOR's failure to perform daily servicing, to report a defect, or to remove an unsafe vehicle from service; and
- Any deferred maintenance or damage identified at the end of the AGREEMENT term

under Section 4.5.

4.4 Maintenance Evaluations, Random Safety Inspections and PVTA Oversight

All vehicles within the program, and vehicles added later, are subject to random safety inspections for mechanical and regulatory compliance. Random vehicle safety inspections will include the daily checklist, particularly with regard to the inspection of all safety equipment. A vehicle not maintained in accordance with Federal Motor Vehicle Safety Standards (FMVSS) and client requirements shall not be permitted to provide service until the vehicle is in compliance and compliance is verified.

The dedicated CONTRACTOR shall allow PVTA, and shall require its maintenance subcontractor to allow PVTA, to access their respective facilities and records to monitor maintenance, service, and safety check performance as PVTA deems necessary. PVTA may perform regular, unannounced service, safety check and maintenance inspections of vehicles and equipment used in this project, using both PVTA personnel and independent consultants. PVTA shall be permitted to view and copy any vehicle service, safety check, and maintenance records, inspect vehicles and equipment, and request personnel to drive vehicles as necessary to evaluate the condition of vehicles and equipment used in the performance of this AGREEMENT.

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

In the event that the dedicated CONTRACTOR is instructed by PVTA or any other regulatory agency to remove any equipment from service due to mechanical reasons, all specified corrections and repairs shall be made and the equipment resubmitted for inspection and testing before it is again placed in service.

4.5 Receipt and Return of Vehicles

The dedicated CONTRACTOR shall acknowledge receipt of the vehicles and equipment listed in Attachment 4, as well as any vehicles subsequently added to the fleet, and that said items have been received in good condition and working order. Receipt shall be documented by a joint condition inspection between PVTA and the dedicated CONTRACTOR, with photographs, at the start of service and upon the addition of any vehicle to the fleet.

Upon termination of the AGREEMENT, the dedicated CONTRACTOR shall return all PVTA and City of Claremont owned equipment with no deferred maintenance or damage, less reasonable wear and tear. The dedicated CONTRACTOR shall, at its sole expense, repair or replace any PVTA and City of Claremont owned equipment that may be damaged or lost by reason of collision, negligence, abuse, vandalism, or other like cause. Any actual-cash-value limitation in this paragraph applies only to the direct repair or replacement cost of the damaged vehicle or equipment. It does not cap indemnity, defense, bodily-injury liability, loss to other property, or other obligations under the AGREEMENT.

Repairs required by this Section may be performed by the approved maintenance

subcontractor, but shall be billed to the dedicated CONTRACTOR and shall not be charged to PVTA as a pass-through cost under Section 4.3.8.

The dedicated CONTRACTOR shall require, in the maintenance subcontract, that the maintenance subcontractor be responsible for loss of or damage to PVTA and City of Claremont vehicles and equipment occurring while those vehicles are in the maintenance subcontractor's custody, including while held overnight at a maintenance facility, and that the maintenance subcontractor carry insurance appropriate to that custody. Such loss or damage shall not be charged to PVTA as a pass-through cost.

Because the cost of preventive maintenance and repair is reimbursed by PVTA at actual cost, deferred maintenance identified at the end of the term is a performance failure and not a cost avoided. The dedicated CONTRACTOR shall correct any such deferred maintenance at its own expense and shall not invoice PVTA for maintenance that should have been performed during the term.

4.5.1 Designation of Parking Locations

Each depot, service hub, or other location at which PVTA vehicles are parked shall be designated in PVTA's written approval under Section 3.15 as either a CONTRACTOR-selected location or a PVTA-directed location. A PVTA-directed location is one that PVTA provides, requires the dedicated CONTRACTOR to use, or materially assists the dedicated CONTRACTOR in securing. All other locations are CONTRACTOR-selected. The designation shall be made at the time the location is approved and may be changed only by written amendment.

4.5.2 Vandalism, Theft of Components and Arson

At a CONTRACTOR-selected location, and at all times a vehicle is in revenue service or otherwise outside an approved parking location, loss or damage by vandalism, theft of vehicle components, or arson is the dedicated CONTRACTOR's sole expense under this Section.

At a PVTA-directed location, PVTA shall bear the cost of repairing loss or damage caused by vandalism, theft of vehicle components (including catalytic converters, wiring and batteries), or arson occurring while the vehicle is parked at that location, provided that all of the following are satisfied:

1. The location was designated a PVTA-directed location under Section 4.5.1 and was in compliance with the security requirements of Section 3.15 — security fencing, lighting, and controlled access — at the time of loss;
2. The loss was not caused or contributed to by the act, omission, or negligence of the dedicated CONTRACTOR's personnel, and the vehicle was secured in accordance with the dedicated CONTRACTOR's approved procedures, including locked doors, secured keys and fobs, and any alarm or immobilizer in service;
3. The dedicated CONTRACTOR reported the loss to law enforcement and to PVTA within twenty-four (24) hours of discovery and furnished a copy of the police report;
4. The dedicated CONTRACTOR pursued all available recovery under its own and its insurers' policies, and PVTA's obligation applies only to the amount remaining after insurance recovery; and

5. The dedicated CONTRACTOR bears the first one thousand dollars (\$1,000) of each incident.

This residual cost allocation does not permit CONTRACTOR to omit or reduce the physical-damage or garagekeepers coverage required by Article 10 of Exhibit B-1. Insurance recoveries shall first be applied to the covered loss. PVTA is responsible only for the residual amount expressly allocated by this Section after the stated conditions are met; no double recovery or contribution from PVTA's insurance or self-insurance is required.

Repairs under this Section shall be arranged by the dedicated CONTRACTOR, performed by the approved maintenance subcontractor, and billed to PVTA at actual documented cost as a pass-through under Section 4.3.8, notwithstanding the general rule that damage is not a pass-through cost.

PVTA may withdraw approval of any parking location, or require additional security measures at PVTA's expense, following repeated losses at that location. OFFERORS shall not include a contingency in their proposed rates for vandalism, component theft, or arson at PVTA-directed locations.

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

- All PVTA and City of Claremont vehicles and related records — including all vehicle files held by the maintenance subcontractor under Section 4.9 — shall be surrendered and delivered to PVTA immediately; and
- The PVTA and City of Claremont vehicles must be in appropriate mechanical condition. The dedicated CONTRACTOR is responsible for returning vehicles in an acceptable appearance and mechanical condition except for normal wear and tear.

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

At the end of the contract period, the dedicated CONTRACTOR shall warrant the vehicles to have been properly serviced, maintained and in good repair, normal wear and tear excepted. PVTA may have an inspection of the vehicles performed by an independent inspector. The dedicated CONTRACTOR shall be notified of any deficiencies noted and repairs required based on the inspection. The dedicated CONTRACTOR shall be given a reasonable period to make said repairs. The dedicated CONTRACTOR shall bear the cost of any identified repairs that have not been completed prior to the end of the contract period. Damage for which PVTA bears the cost under Section 4.5.2 shall not be charged to the dedicated CONTRACTOR under this paragraph.

4.6 Emissions Control Programs

Emissions testing and certification, administration of the Smog Check program for PVTA and City of Claremont vehicles, maintenance of applicable California Air Resources Board (CARB) Voluntary Compliance Program objectives, and all repairs required to meet emissions standards shall be performed by the maintenance subcontractor in accordance with Section 4.3.5(9), and are pass-through costs under Section 4.3.8.

4.7 Out-of-Service Designation

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

- Brakes out of adjustment
- Loose steering components
- Wheelchair lift, ramp, securement equipment or related equipment not functioning properly
- Air conditioner unable to maintain a temperature 20 degrees F lower than ambient outside temperature
- Heating or defrosting inoperable
- "Missed" Preventive Maintenance Inspection
- Tires with tread depth of less than 2/32"
- Failure to clean each vehicle as outlined above
- Failure to complete the daily servicing and safety check required by Section 4.2.2
- Failure to repair vehicle body damage within twenty-one days of the date damage occurred
- Inoperable Emergency Exits/Doors/Windows
- Inoperable two-way radio/communication device
- Expired or suspended CHP General Public Paratransit Vehicle Certification
- Untreated vermin or insect infestation
- Failure to achieve a satisfactory rating in any category of the annual California Highway Patrol Safety Compliance Report (CHP 343)
- Removal from road-worthy status by CHP of any vehicle used under this AGREEMENT
- Any condition not in compliance with ADA
- Any condition not in compliance with applicable Federal or State Regulations

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

An Out-of-Service condition attributable to the maintenance subcontractor does not excuse the dedicated CONTRACTOR from the consequences of this Section. The dedicated CONTRACTOR shall not be paid for hours operated in PVRTA revenue service by vehicles that are in an Out-of-Service condition. PVRTA may, at its sole discretion, correct any unresolved Out-of-Service condition and withhold the costs related to such correction from payment to the dedicated CONTRACTOR. Costs incurred by PVRTA under this paragraph are not reimbursable and shall not be billed as pass-through costs.

4.8 Vehicle Service, Inspection and Maintenance Records and Reports

The dedicated CONTRACTOR shall prepare, maintain, make available to PVRTA, and reduce to written form, records and data relative to the service and daily inspection of PVRTA and City of Claremont vehicles and equipment. Service records shall be maintained on all vehicles indicating all services and inspections performed on each vehicle. The maintenance subcontractor shall maintain the corresponding maintenance records — warranty work, preventive maintenance, and repairs — in accordance with Section 4.3.7, and the dedicated CONTRACTOR shall ensure those records are created, complete, and available to PVRTA.

All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable state or federal requirements, as well as any needs of PVRTA to enable it to accurately evaluate performance and the operating expense associated with various vehicles

and equipment.

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

The dedicated CONTRACTOR shall prepare service and inspection records and reports, and shall compile and submit the maintenance reports furnished by the maintenance subcontractor, in a form and according to a schedule approved by PVTA. Such records and reports shall include, but not be limited to, the following:

- Daily vehicle inspection and servicing checklist;
- Work orders for all maintenance inspections, warranty repairs and other vehicle repairs, including materials, parts and labor consumed;
- Road call reports, or work orders, for each road call identifying date and time, vehicle number, problem, mileage of vehicle, response time, and whether the response was provided by the primary or backup technician;
- Monthly vehicle summary, to be included as part of the Monthly Management Report, listing at a minimum the operating status of each vehicle, vehicle mileage, vehicle mileage since last service and preventive maintenance inspection, preventive maintenance on-time compliance, vehicle fuel and lubricants consumption, vehicle road calls, days out of service, and maintenance or repair work done and service detail performed during that month;
- Annual fleet summary listing each vehicle; vehicle mileage; vehicle year-to-date total miles; vehicle year-to-date fuel consumption and miles per gallon; vehicle year-to-date maintenance costs and cost per mile; total road calls and miles per road call; and a summary of reported vehicle problems, particularly components with high incidences of in-service failures, and steps taken or recommendations to reduce such problems and in-service failures;
- A log of any vandalism, component theft or arson losses, by vehicle, location and date, with police report numbers and repair cost, supporting Section 4.5.2; and
- Copies of the California Highway Patrol Annual Safety Compliance Report (CHP 343) and Vehicle Inspection Reports (CHP 343a). The dedicated CONTRACTOR shall attain a satisfactory rating in each category of the Safety Compliance Report — maintenance records, driver records, regulated equipment and terminal — and shall expeditiously correct, or cause its maintenance subcontractor to correct, any deficiencies noted on any CHP vehicle inspection report.

4.9 Vehicle Maintenance Record Keeping

An up-to-date vehicle file shall be maintained for each vehicle containing, at a minimum, the following information:

- Make
- Model
- Serial number/fleet number
- License number
- Date received
- Date placed in service
- Life miles
- Major vehicle repairs

- Preventive Maintenance Inspection Reports
- Daily "Vehicle Condition" Reports
- Work Orders

The maintenance subcontractor shall create and maintain the Preventive Maintenance Inspection Reports, work orders and repair history within these files; the dedicated CONTRACTOR shall create and maintain the daily Vehicle Condition Reports and service records, and shall be responsible to PVTa for the completeness of the file as a whole. Files may be maintained in the maintenance subcontractor's electronic maintenance management system in accordance with Section 4.3.2, provided PVTa has access as required by that Section.

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

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

At the conclusion of this contract, all vehicle files for PVTa and City of Claremont vehicles become the property of PVTa and shall be transferred to PVTa in their entirety, in a usable electronic format, at no additional cost. The dedicated CONTRACTOR shall be responsible for the completeness of these records, including those held by the maintenance subcontractor, which may be reviewed by the Authority before releasing final payment to the dedicated CONTRACTOR.

4.10 Environmental Compliance

For the purposes of this Section:

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

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

In performing maintenance obligations under this AGREEMENT, the dedicated CONTRACTOR shall be responsible, and shall require its maintenance subcontractor to be responsible, for the proper storage, handling, use, transportation and disposal of all Hazardous Substances in

accordance with Applicable Environmental Laws, including without limitation all lubricants, solvents, motor oil, coolant, batteries, tires and other petroleum products, whether generated at a fixed maintenance facility or by mobile maintenance performed at a depot, service hub, or roadside. Such materials shall be disposed of only at facilities which are permitted or licensed in accordance with Applicable Environmental Laws. In the event that a disposal company is engaged for the transportation and disposal of any Hazardous Substances, the engaging party shall ensure that such company is properly licensed and that it transports and disposes of Hazardous Substances in accordance with the terms of this Contract.

Where maintenance is performed by mobile unit at a depot, service hub, or roadside, the maintenance subcontractor shall provide containment adequate to prevent any discharge of fluids to the ground or to a storm drain, shall remove all waste generated from the site, and shall not store Hazardous Substances at a PVTA-approved parking location.

Vehicle washing performed by or on behalf of the dedicated CONTRACTOR under Section 4.2.6 shall comply with applicable Federal Clean Water requirements and local stormwater discharge regulations, whether performed at a depot or service hub, at a commercial car wash, or by a mobile washing service.

The dedicated CONTRACTOR shall maintain, and shall require its maintenance subcontractor to maintain, procedures for employees and subcontractors who handle Hazardous Substances, and shall retain records regarding compliance with the responsibilities contained herein, available to PVTA on request.

Section 5. Legal and Regulatory Requirements

In performance of the services described in this RFP the CONTRACTOR shall be responsible to comply with all applicable Federal, State and local requirements. Further, the CONTRACTOR shall comply with the provisions of Exhibit B to this RFP and Scope of Work, Draft Agreement, Management, Operations and Maintenance Services for Pomona Valley Transportation Authority Transportation Services.

5.1 Compliance with Federal Transit Administration Requirements

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

CONTRACTOR shall comply with all federal civil rights requirements applicable to PVTA's federally assisted services, including Title VI of the Civil Rights Act of 1964 and the Department of Transportation implementing regulations at 49 C.F.R. Part 21; the Americans with Disabilities Act of 1990, as amended, and the Department of Transportation implementing regulations at 49 C.F.R. Parts 27, 37 and 38; Section 504 of the Rehabilitation Act of 1973; and applicable Title VI and state-law nondiscrimination obligations and the language-assistance requirements of PVTA's adopted Language Assistance Plan. CONTRACTOR shall perform consistent with FTA

Circular 4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients, and FTA Circular 4710.1, Americans with Disabilities Act Guidance, as each may be amended, reissued or superseded.

CONTRACTOR shall also comply with PVRTA's adopted policies as they apply to the services under this RFP, including PVRTA's Title VI Program and complaint procedure, Language Assistance Plan, ADA and rider policies, reasonable modification policy, eligibility and no-show policies, and fare policy, as those policies exist when service commences and as PVRTA may amend them. PVRTA shall furnish CONTRACTOR with current copies of those policies before service commences and shall give CONTRACTOR written notice of any amendment. Where a PVRTA policy is more protective of riders than the minimum required by law, the PVRTA policy governs.

5.2 Americans with Disabilities Act

All services provided by CONTRACTOR on behalf of PVRTA shall comply with the Americans with Disabilities Act of 1990, as amended, Section 504 of the Rehabilitation Act of 1973, and the Department of Transportation implementing regulations at 49 C.F.R. Parts 27, 37 and 38, and shall be performed consistent with FTA Circular 4710.1. Responsibility for the specific requirements of this Section is assigned as set forth in Sections 5.2.1 through 5.2.10. An assignment of responsibility to CONTRACTOR does not transfer PVRTA's obligations as a recipient of federal financial assistance, and PVRTA retains ultimate oversight authority as provided in Section 5.2.11.

5.2.1 Equivalent and Nondiscriminatory Service

CONTRACTOR shall provide service to all eligible riders without regard to race, color, national origin, religion, sex, sexual orientation, gender identity, age, disability, or income status. Service provided to riders with disabilities shall be equivalent to service provided to other riders with respect to response time, fares, geographic service area, hours and days of service, restrictions or priorities based on trip purpose, availability of information and reservations capability, and any constraints on capacity or service availability, consistent with 49 C.F.R. § 37.105.

CONTRACTOR shall not impose a surcharge, a longer scheduling or negotiation window, a longer on-board time, a more restrictive cancellation or no-show standard, or any other less favorable treatment on a rider because the rider uses a mobility device, requires driver assistance, travels with a service animal or a personal care attendant, or has requested a reasonable modification. CONTRACTOR shall report monthly, in the report required by Section 6.5, on-time performance, trip denials, missed trips and average on-board time, reported separately for trips involving riders who use mobility devices and all other trips, so that PVRTA can verify service equivalency.

5.2.2 Wheelchair and Mobility Device Accommodation

CONTRACTOR shall transport any wheelchair or other mobility device, and its user, that can be accommodated by the vehicle's lift or ramp and securement system consistent with legitimate safety requirements, and shall not deny transportation because of the size, weight, type or configuration of a mobility device, or because the device cannot be secured to the driver's satisfaction, except as permitted by 49 C.F.R. §§ 37.5 and 37.165. CONTRACTOR shall not

require a rider to transfer out of a mobility device as a condition of service. CONTRACTOR shall permit a rider using a mobility device to board and disembark by lift or ramp whether or not the rider is able to walk, and shall deploy the lift or ramp on the request of any rider, including a standee. Vehicle lift, ramp and securement specifications are as set forth in Section 3.2.7.

5.2.3 Service Animals

CONTRACTOR shall permit a service animal, as defined at 49 C.F.R. § 37.3, to accompany a rider with a disability at all times, on every vehicle, and in every facility used in the performance of PVRTA service. A service animal shall not be counted against vehicle capacity, shall not be charged a fare, and shall not be required to be muzzled, confined to a carrier, or to display any certification, license, tag, harness or vest.

CONTRACTOR personnel may ask only whether the animal is required because of a disability and what work or task the animal has been trained to perform, and shall not inquire into the nature of the rider's disability or require documentation of it. A service animal may be excluded only where the animal is out of control and its handler does not take effective action to control it, or where the animal is not housebroken. A driver who excludes a service animal shall report the exclusion to dispatch immediately and CONTRACTOR shall report it to PVRTA within one (1) business day, with the factual basis for the exclusion. Another person's allergy to or fear of animals is not a basis for excluding a service animal or for refusing service to any rider.

5.2.4 Reasonable Modifications

CONTRACTOR shall make reasonable modifications to its policies, practices and procedures when necessary to avoid discrimination on the basis of disability and to make service accessible to and usable by riders with disabilities, as required by 49 C.F.R. §§ 37.5(i)(3) and 37.169 and in accordance with PVRTA's adopted reasonable modification policy.

CONTRACTOR shall accept a request for a modification at any time and by any means, including at the time of reservation, through dispatch, and at the door from a driver, and shall not require that a request be made in writing, be made in advance, or use any particular words. Where a request is made in the course of service and can be accommodated without a fundamental alteration of the service, a direct threat to the health or safety of others, or an undue financial and administrative burden, the driver or dispatcher shall accommodate it.

CONTRACTOR shall not deny a request for a reasonable modification without first consulting PVRTA, except where immediate denial is necessary to address a direct threat to health or safety, in which case CONTRACTOR shall notify PVRTA within one (1) business day. Only PVRTA may determine that a requested modification would result in a fundamental alteration of the service or an undue financial and administrative burden. CONTRACTOR shall log every request for a reasonable modification, the disposition of the request, and the reason for any denial, and shall furnish the log to PVRTA monthly.

5.2.5 Driver Assistance

In addition to the duties stated in Section 3.7.6, drivers shall: assist a rider on and off the lift or ramp and with securement, on request; assist a rider between the vehicle and the door of the

origin or destination where PVRTA's service policy provides door-to-door assistance or where such assistance has been granted as a reasonable modification; offer a steadying arm or other assistance to an ambulatory rider on request; assist with a reasonable number of packages consistent with PVRTA's adopted policy; identify the vehicle and the driver aloud to a rider who is blind or has low vision; and confirm the rider's destination without requiring the rider to read a manifest or a screen.

A driver shall not leave a rider unattended where the rider's approved level of service or an approved reasonable modification requires that the rider be released only to a responsible person. Drivers shall not be required to provide personal care services, to lift or carry a rider, or to enter a private residence except as expressly authorized by PVRTA policy. A driver who is unable to provide required assistance shall contact dispatch rather than refuse the trip, and CONTRACTOR shall report every instance in which required assistance was not provided to PVRTA within one (1) business day.

5.2.6 Complaint Intake, Investigation and Reporting

CONTRACTOR shall accept a complaint or comment from any person by any means, including by telephone during all service hours, in writing, by electronic mail, through any channel PVRTA designates, and verbally to a driver, road supervisor or dispatcher. CONTRACTOR shall not require that a complaint be submitted on a particular form, in a particular language or format, or that the complainant identify a policy or legal provision. CONTRACTOR shall log every complaint within one (1) business day of receipt, shall investigate and resolve service complaints within the timeline established by PVRTA in Section 3.2.5, and shall report all complaints and their dispositions to PVRTA monthly.

Any complaint alleging discrimination on the basis of race, color or national origin, or on the basis of disability, and any complaint alleging denial of a reasonable modification, denial of transportation to a rider using a mobility device, exclusion of a service animal, or failure to provide required driver assistance, shall be forwarded to PVRTA within one (1) business day of receipt, in the form received and without redaction. CONTRACTOR shall not investigate, resolve, close, or communicate any determination on such a complaint without PVRTA's written direction. PVRTA is responsible for the investigation and disposition of civil rights complaints and for the records PVRTA must maintain under 49 C.F.R. § 21.9(b) and FTA Circular 4702.1B. CONTRACTOR shall cooperate fully in PVRTA's investigation, including by making drivers and supervisors available for interview and by producing records, manifests, dispatch and telephone recordings, and vehicle video within the time PVRTA specifies.

CONTRACTOR shall not retaliate against, and shall not permit any retaliation against, a rider, a rider's representative, or any employee because that person made a complaint, participated in an investigation, or asserted a right under this Section.

5.2.7 Language Access

CONTRACTOR shall deliver services and information in accordance with PVRTA's adopted Language Assistance Plan. At a minimum, CONTRACTOR shall provide reservation, scheduling, dispatch and information services in all PVRTA required languages during all service hours, with personnel able to complete an entire reservation in each language; shall provide access to

telephonic interpretation in any other language at no cost to the rider and without requiring the rider to supply an interpreter; shall not require or permit a rider to rely on a family member, companion or minor as an interpreter; shall record each rider's preferred language and serve the rider in that language on subsequent contacts; and shall include any notice of language assistance or taglines PVRTA provides on rider-facing materials CONTRACTOR produces or distributes.

CONTRACTOR shall report monthly the number of rider contacts served in a language other than English, by language, and the number of interpretation requests it was unable to fill.

5.2.8 Rider Communications in Accessible Formats

All rider-facing communications CONTRACTOR produces, distributes or delivers in the performance of PVRTA service — including rider notices, service change and detour notices, fare information, eligibility and no-show correspondence, complaint acknowledgments, on-hold and recorded messages, and any website or mobile application content CONTRACTOR controls — shall be available in accessible formats on request, at no cost to the rider and without delay in service, including large print, audio, accessible electronic format readable by a screen reader, and Braille where requested, and shall be provided in the languages required by Section 5.2.7. Communications shall use plain language.

Telephone and interactive voice response systems shall accommodate riders who use TTY or relay services and shall offer a path to a live person during all service hours. CONTRACTOR shall not require a rider to use a mobile application, website or electronic mail as the only means of reserving or cancelling a trip or of obtaining information about a trip. CONTRACTOR shall submit each rider-facing communication to PVRTA for written approval before distribution.

5.2.9 Maintenance of Lifts and Accessibility Equipment

CONTRACTOR shall ensure, through the daily servicing and safety check required by Section 4.2.2 and through its maintenance subcontract, that lifts, ramps, securement systems, occupant restraints, kneeling systems, stop-request and announcement systems, priority seating signage, handrails and stanchions, and all other features and equipment designed to facilitate accessibility are maintained in operative condition and repaired promptly when damaged or inoperative, as required by 49 C.F.R. §§ 37.161 and 37.163. Lift and ramp cycling and inspection shall be included in every preventive maintenance inspection and in every daily servicing and safety check, and the results shall be recorded in the vehicle file.

A vehicle whose lift, ramp or securement equipment is not functioning properly is out of service under Section 4.7 and shall not be operated in revenue service. Where accessibility equipment fails while a vehicle is in service, CONTRACTOR shall report the failure immediately, remove the vehicle from service, and arrange alternative accessible transportation for any affected rider promptly and at no additional fare. CONTRACTOR shall report monthly, by vehicle, each accessibility equipment failure, the date reported, the date repaired, and each trip affected. Repairs to accessibility equipment shall not be deferred, and deferral of such a repair is a performance failure under Section 3.3 and not a cost avoided.

5.2.10 Preservation of Records for PVTA Civil Rights Reporting

CONTRACTOR shall create, maintain and preserve the records PVTA requires in order to meet its Title VI, ADA and other civil rights reporting and record-keeping obligations, including trip manifests and trip records showing requested and actual pickup and drop-off times; trip denials, missed trips and no-shows with the reason for each; mobility-device and service-animal trip records; the reasonable modification log required by Section 5.2.4; the complaint log required by Section 5.2.6 together with the underlying complaints and correspondence; the language-access records required by Section 5.2.7; the accessibility equipment failure and repair records required by Section 5.2.9; driver training records evidencing the ADA, sensitivity and passenger assistance training required by Section 3.2.1; and telephone system data including hold times and abandoned calls.

These records are the property of PVTA under Section 6.1 and shall be furnished to PVTA in a usable electronic format on request and at the conclusion of service at no additional cost. Notwithstanding the three (3) year period stated in Section 6.1, CONTRACTOR shall retain the records described in this Section for not less than seven (5) years after the date of final payment, and shall retain any record relating to a complaint, investigation, claim, lawsuit or FTA review for the longer of that period or three (3) years after final resolution. Section 6.15 applies to these records in addition to this Section; where the two state different periods the longer governs, and the preservation obligations of Section 6.15 apply to records held under this Section. CONTRACTOR shall not destroy, alter or dispose of any record subject to this Section without PVTA's prior written authorization, and shall preserve all potentially relevant records, including vehicle video and dispatch and telephone recordings, immediately upon notice of a civil rights complaint or an FTA review.

5.2.11 PVTA Oversight Retained

The assignment of a responsibility under this Section to CONTRACTOR, to the maintenance subcontractor, or to a non-dedicated provider does not relieve PVTA of, or transfer from PVTA, PVTA's obligations as a recipient of federal financial assistance, and does not limit PVTA's authority. PVTA retains ultimate authority to:

- Interpret and apply its Title VI Program, Language Assistance Plan, ADA and rider policies, and reasonable modification policy, and to amend them at any time on written notice to CONTRACTOR;
- Determine, as the sole decision maker, whether a requested reasonable modification would result in a fundamental alteration of the service or an undue financial and administrative burden;
- Investigate and dispose of every complaint alleging discrimination, and to make all determinations and all communications to complainants, to FTA and to any other agency;
- Ride, observe, inspect and audit any vehicle, facility, record, call recording or system used in the performance of PVTA service, with or without prior notice, and to conduct secret-shopper and rider-survey activity;
- Direct corrective action and require a written corrective action plan, from CONTRACTOR or directly from the maintenance subcontractor, and to set the time for completion;
- Require the removal from PVTA service of any individual whose conduct PVTA determines to be inconsistent with this Section, subject to applicable law and any applicable collective bargaining agreement; and

- Approve every rider-facing communication before distribution.

CONTRACTOR shall designate an individual responsible for ADA and Title VI compliance, shall identify that individual to PVTa in writing before service commences, and shall make that individual available to PVTa. CONTRACTOR shall notify PVTa within one (1) business day of any civil rights complaint, claim, lawsuit, administrative charge, or inquiry from FTA, the United States Department of Transportation, the United States Department of Justice, or any state or local civil rights agency, that relates to PVTa service.

CONTRACTOR shall flow the requirements of this Section down to its maintenance subcontractor and to every other subcontractor whose work involves riders, rider information, rider records, or accessibility equipment, and shall make those requirements enforceable by PVTa.

5.3 Department of Motor Vehicles Pull Notice Program

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

5.4 Drug & Alcohol Testing

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 and 49 CFR Part 40, produce any documentation necessary to establish its compliance with Parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the PVTa, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and 40 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Parts 655 and 40 before March 1 and to submit the Management Information System (MIS) reports before March 1 to the PVTa CEO. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements", which is published annually in the Federal Register.

Section 6 Records and Reporting

6.1 General Provisions

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

Records that PVTa requires for its civil rights reporting obligations are subject to the additional

retention, preservation and non-destruction requirements of Section 5.2.10, Sections 6.9 through 6.17 govern data ownership, Platform access, source data, cybersecurity, breach notification, privacy, retention, audit and data portability which govern over the three (3) year period stated above where they are longer.

All PVTA Data, as defined in Section 6.9, including all project records prepared, collected, generated, captured or received by CONTRACTOR or any subcontractor in the performance of PVTA service, is owned by PVTA and shall be made available to PVTA at no additional charge. Ownership, permitted use, platform access, security, retention, audit, and return of PVTA Data are governed by Sections 6.9 through 6.17. Summary reports shall be provided monthly to the CEO of the PVTA. Said monthly reports shall be received no later than the 15th calendar day of the following month. The format to be used for operating reports and monthly summaries shall be developed by the CONTRACTOR and approved by the CEO of the PVTA. The CONTRACTOR shall certify as accurate all information given to PVTA. At time of contract negotiation, the CONTRACTOR shall provide its data security, privacy and protection plan including its IT GOVERNANCE plan to PVTA for its review.

6.2 Operational Data

CONTRACTOR shall collect, record and report to PVTA all operational data required by PVTA, in a format approved by PVTA.

Reports required by this Section are summaries. They do not satisfy CONTRACTOR's obligation to furnish the underlying transaction-level source data, which CONTRACTOR shall provide as required by Section 6.11.

Operational data to be reported for PVTA services shall include, but is not limited to, the following. The items listed below are representative and not exhaustive. PVTA reserves the right to add, remove, or modify reporting requirements, data elements, formats, and reporting frequencies at any time upon written notice to CONTRACTOR, and CONTRACTOR shall comply at no additional cost to PVTA.

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

- Call volume reports

Monthly reports shall include all monthly maintenance sections of this RFP's requirements including washing and cleaning reports.

The CONTRACTOR shall provide the PVRTA with an up-to-date driver roster each month. The CONTRACTOR shall also include a report summarizing turnover in personnel and describing recruitment and training efforts.

6.3 National Transit Database

It shall be the responsibility of the Dedicated and Nondedicated CONTRACTORS to collect data required by the National Transit Database (NTD), and other pertinent ridership information.

PVRTA and the City of Claremont are required by their funding sources to submit accurate National Transit Database data. The Dedicated and Nondedicated CONTRACTORS are responsible to become familiar with said reporting requirements and to supply accurate financial and operating data which complies with above described requirements.

All source documents shall be maintained for the period required by Section 6.15 following final payment and may be audited by Los Angeles County Metropolitan Transportation Authority (LACMTA) and/or FTA at any time within this period.

6.4 Daily Records

Vehicle records shall be maintained and shall include but not be limited to the following information:

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

6.5 Monthly Summaries

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

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

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

6.6 Accounting

- All costs incurred by the CONTRACTOR in connection with this project and any relevant financial records and documents shall be recorded in accounts separate from those used for other business activities or transit projects and in conformance with the guidelines of the LACMTA.
- CONTRACTOR shall submit a monthly invoice to PVTA CEO for the services rendered during the reporting period. The invoice shall follow a similar format provided by the CONTRACTOR and approved by the CEO.
- The invoices shall be prepared in such a form and supported by such copies of invoices, payrolls, and other documents as may be required by the PVTA CEO to establish that the amounts are allowable.
- All invoices and related records including CONTRACTOR cost records will be available for inspection and/or independent audit at the election of the PVTA. CONTRACTOR shall not place unreasonable limitations on the PVTA's access to said project cost documentation.
- All invoices shall be supported by transaction-level source data as required by Section 6.11. PVTA may withhold payment of any amount for which requested source data has not been furnished. Audit rights are as set forth in Section 6.16.

6.7 Daily Operating Summary

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

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

PVTA; and

6.8 Reporting Requirements for FTA 5310 vehicles

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

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

6.9 Data Ownership and Permitted Use

“PVTA Data” means all data, records, documents and information created, collected, captured, generated, received, processed or stored by CONTRACTOR, by any subcontractor, or on any system used in the performance of PVTA service, in any form and wherever located, including: rider registration and eligibility records; reservation, scheduling, dispatch and trip-assignment records; trip records, including requested and actual pickup and drop-off times and locations, mileage and on-board time; trip denials, missed trips, cancellations and no-shows; manifests and driver logs; GPS, telematics and automatic vehicle location data; in-vehicle and exterior video and audio recordings; telephone call recordings, call detail records, hold-time and abandoned-call data; text, chat, electronic mail and in-application messages with riders; complaints, comments and their dispositions; fare and revenue records; incident, accident and safety records; vehicle maintenance, inspection, servicing and repair records; personnel, training, licensing and drug and alcohol testing records relating to PVTA service; invoices and all supporting cost, payroll, timekeeping and accounting records; and all reports, analyses and derived data prepared from any of the foregoing.

PVTA Data is and remains the sole property of PVTA. CONTRACTOR acquires no right, title or interest in PVTA Data and no license to it other than a limited, non-exclusive, non-transferable license to use PVTA Data solely to perform PVTA service and solely during the term. CONTRACTOR shall not use, copy, disclose, sell, license, publish, mine, aggregate, de-identify, benchmark, or create derivative works from PVTA Data for any other purpose, including CONTRACTOR's own marketing, product development, research, machine learning or artificial intelligence training, or any commercial purpose, and shall not permit any subcontractor or vendor to do so, without PVTA's prior written consent for the specific use. De-identification or aggregation does not remove data from this Section.

CONTRACTOR shall not assert, and waives, any lien, security interest, retention right or claim of ownership over PVTA Data. Any work product CONTRACTOR creates specifically for PVTA under this RFP, including reports, analyses, configurations, workflows and documentation, is owned by PVTA, and CONTRACTOR assigns to PVTA any interest it may have in that work product. CONTRACTOR grants PVTA a perpetual, royalty-free, non-exclusive license to any CONTRACTOR

pre-existing material embedded in a deliverable, to the extent necessary for PVTa and any successor to use the deliverable.

6.10 Access to the Platform and Platform Data

PVTa supplies the dispatch, reservation and scheduling Platform described in Section 2.3.6 and holds the SaaS agreement for that Platform directly. CONTRACTOR uses the Platform under PVTa's agreement and acquires no right, title or interest in it. All data entered into, generated by, or passing through the Platform in connection with PVTa service is PVTa Data.

PVTa shall have unrestricted and continuous administrator-level access to the Platform and to all PVTa Data held in it, including the ability to view, query, extract and export data in bulk and to grant and revoke user accounts, without CONTRACTOR's consent and without notice to CONTRACTOR. CONTRACTOR shall not configure, restrict, segregate, encrypt, or administer the Platform or any account in any manner that limits PVTa's access to PVTa Data or to any Platform function.

CONTRACTOR shall perform all reservation, scheduling, dispatch, trip-assignment and operating recordkeeping functions on the Platform. CONTRACTOR shall not maintain a shadow, parallel or offline system of record for any function the Platform performs, and shall not conduct PVTa business through personal devices, personal accounts, or messaging channels that are not captured in the Platform or otherwise accessible to PVTa.

Where CONTRACTOR uses any system of its own that holds PVTa Data, including telephone and call-recording systems, in-vehicle camera systems, maintenance management systems, timekeeping and payroll systems, and the MDT or tablet devices CONTRACTOR supplies under Section 2.3.3, CONTRACTOR shall provide PVTa equivalent access at no additional cost, including read access, query capability and bulk export, and shall disclose each such system to PVTa in writing before service commences.

CONTRACTOR shall ensure that its network, devices and connectivity are secure and capable of supporting the Platform as provided in Section 2.3.6, and shall cooperate with PVTa and PVTa's SaaS provider on integration, user administration, data quality and incident response. CONTRACTOR shall not modify Platform configuration or data structures without PVTa's written approval, and shall not delete or alter any Platform record except through a documented, auditable correction process PVTa has approved.

6.11 Source Data, Not Summary Reports

Every report required by this Section is a summary of underlying source data and does not satisfy CONTRACTOR's obligation to provide the source data itself. CONTRACTOR shall furnish PVTa, on request and at no additional cost, the transaction-level source data underlying any report, invoice, performance measure, incentive claim or deduction calculation, in a machine-readable, non-proprietary format such as CSV, JSON, or a direct database or application programming interface extract, together with a data dictionary. Source data shall not be furnished solely as a PDF, an image, or a printed or locked report.

Invoices submitted under Section 6.6 shall be supported by transaction-level source data

sufficient for PVTa to verify each line item independently, including trip-level records supporting billed Vehicle Revenue Hours; the maintenance subcontractor's underlying invoices and repair orders identified by vehicle unit number; fuel transactions by date and vehicle; payroll and timekeeping records supporting billed labor; and fare collection and reconciliation records. PVTa may withhold payment of any amount for which requested source data has not been provided.

Where a performance deduction, incentive payment, productivity measure or service standard depends on data CONTRACTOR produces, CONTRACTOR shall furnish the source data and the calculation method used. In the event of a discrepancy between CONTRACTOR's reported figure and PVTa's calculation from the source data, PVTa's calculation governs.

6.12 Cybersecurity Safeguards

CONTRACTOR shall implement and maintain a written information security program appropriate to the sensitivity of PVTa Data and to the size and complexity of CONTRACTOR's operations, reasonably aligned to a recognized framework such as the NIST Cybersecurity Framework or ISO/IEC 27001, and shall furnish that program to PVTa on request. At a minimum, CONTRACTOR shall:

- encrypt PVTa Data in transit and at rest using current industry-standard encryption, including on laptops, tablets, mobile data terminals, mobile telephones and removable media;
- enforce unique individual user accounts, least-privilege access, and multi-factor authentication for all remote access and all administrative accounts, and prohibit shared or generic credentials;
- remove or disable access for any individual within twenty-four (24) hours of separation or reassignment away from PVTa service, and furnish PVTa a current list of individuals holding access on request and at least quarterly;
- apply security patches on a documented schedule, maintain vendor-supported operating systems and software, and maintain endpoint protection, network controls and logging;
- maintain backups sufficient to restore PVTa Data, test restoration at least annually, and maintain a documented business continuity and disaster recovery plan covering reservations, dispatch and service delivery;
- provide security awareness training, including phishing and social engineering, to all personnel with access to PVTa Data at hire and at least annually;
- maintain logging and monitoring sufficient to detect and reconstruct unauthorized access to PVTa Data, and retain security logs for not less than [twelve (12)] months;
- store and process PVTa Data only within the United States, and neither transfer PVTa Data outside the United States nor permit access to it from outside the United States without PVTa's prior written approval;
- impose the requirements of this Section by written contract on every subcontractor and vendor with access to PVTa Data, and remain responsible to PVTa for their compliance; and
- sanitize and destroy PVTa Data on retired or replaced media in accordance with NIST Special Publication 800-88 or an equivalent standard, and certify destruction to PVTa in writing.

CONTRACTOR shall not remove or download PVTA Data from the Platform or from any PVTA system except as necessary to perform PVTA service, shall not store PVTA Data in personal accounts or on personal devices, and shall not submit PVTA Data to, or process PVTA Data in, any generative artificial intelligence or machine learning service without PVTA's prior written approval.

PVTA may require, at CONTRACTOR's expense and not more than annually absent cause, a third-party security assessment, a penetration test summary, a SOC 2 Type II report, or a completed security questionnaire covering CONTRACTOR's systems that hold PVTA Data, and may require remediation of identified deficiencies within the time PVTA specifies.

6.13 Security Incident and Breach Notification

CONTRACTOR shall notify the PVTA CEO by telephone and in writing within twenty-four (24) hours of discovering, or having reason to believe, that there has been any unauthorized access to, acquisition of, use of, disclosure of, loss of, or inability to access PVTA Data, or any ransomware, extortion, intrusion or other security incident affecting a system that holds PVTA Data. Notice shall not be delayed pending completion of CONTRACTOR's investigation or confirmation of the scope of the incident.

CONTRACTOR shall, at its sole expense, investigate and contain the incident; preserve all evidence and logs; furnish PVTA a written report within five (5) business days and updated reports as the investigation develops, identifying the data involved, the individuals affected, the cause, and the remediation taken; cooperate fully with PVTA and with law enforcement; and implement the corrective measures PVTA reasonably requires.

PVTA, and not CONTRACTOR, shall determine whether and how notice of an incident involving PVTA Data is given to affected individuals, to the Attorney General, or to any other person, and shall control the content and timing of that notice and of any public statement. CONTRACTOR shall not notify any affected individual, regulator, or the public regarding such an incident without PVTA's prior written approval, except where CONTRACTOR is independently required by law to do so, in which case CONTRACTOR shall give PVTA as much advance notice as the law allows.

CONTRACTOR shall bear all costs arising from an incident affecting PVTA Data that is caused by CONTRACTOR, its subcontractors, or its systems, including forensic investigation, notification, call center support, credit monitoring where warranted, regulatory fines and penalties, and PVTA's reasonable costs. Compliance with California Civil Code sections 1798.29 and 1798.82, as applicable, is in addition to and not in place of the requirements of this Section.

6.14 Confidentiality and Privacy

PVTA Data includes personal information about riders, many of whom are seniors and persons with disabilities, and may include health-related information disclosed in the course of eligibility determination, trip purpose, or a request for accommodation. CONTRACTOR shall treat all PVTA Data as confidential, shall limit access to those personnel who require it to perform PVTA service, and shall require each such individual to sign a confidentiality acknowledgment that CONTRACTOR retains and furnishes to PVTA on request.

CONTRACTOR shall not disclose PVTA Data to any third party except as necessary to perform PVTA service, as PVTA directs in writing, or as required by law. If CONTRACTOR receives a subpoena, public records request, discovery demand, law enforcement request, or other legal process seeking PVTA Data, CONTRACTOR shall notify PVTA within one (1) business day and before producing anything, unless prohibited by law, and shall cooperate with PVTA in responding or in seeking protection. PVTA is the responder of record for any request for PVTA records under the California Public Records Act.

CONTRACTOR shall comply with PVTA's adopted privacy policy and with applicable privacy law, and shall not use rider contact information for marketing, solicitation, unauthorized surveys, or any purpose unrelated to PVTA service. In-vehicle video and audio recordings shall be used only for safety, incident investigation, training and PVTA oversight, shall be retained as provided in Section 6.15, and shall not be shared, posted or published. CONTRACTOR shall not require a rider to waive any privacy right, or to accept CONTRACTOR terms of service, as a condition of receiving PVTA service.

6.15 Record Retention

CONTRACTOR shall retain PVTA Data for not less than seven (7) years after the date of final payment, or for any longer period required by the Federal Contract Clauses in Attachment 1, by LACMTA, or by applicable law, whichever is longest. *Where a shorter period appears elsewhere in this RFP, including the three (3) year periods stated in Sections 6.1 and 6.3, the longer period governs. Section 5.2.10 applies to civil rights records in addition to this Section; where the two state different periods the longer governs, and the preservation obligations of this Section apply to records held under Section 5.2.10.* In addition, CONTRACTOR shall retain in-vehicle video and audio recordings for not less than thirty (30) days, and shall retain indefinitely any recording relating to an accident, incident, complaint or claim from the time CONTRACTOR knows or reasonably should know of it; telephone call recordings for not less than ninety (90) days; and security logs for not less than twelve (12) months.

CONTRACTOR shall preserve, and shall not destroy, alter, overwrite or dispose of, any PVTA Data that is or may be relevant to a pending or reasonably anticipated complaint, claim, investigation, lawsuit, public records request, or audit or review by PVTA, LACMTA, FTA or any other agency, immediately upon notice and until PVTA releases the hold in writing. CONTRACTOR shall configure automatic deletion and overwrite functions so that a preservation hold is effective, and shall confirm the hold to PVTA in writing within two (2) business days.

CONTRACTOR shall not destroy any PVTA Data at the expiration of a retention period without PVTA's prior written authorization.

6.16 Audit Rights of PVTA, Metro and Federal Agencies

PVTA, its designees including the General Manager and PVTA's independent auditor, the Los Angeles County Metropolitan Transportation Authority, the Federal Transit Administration, the United States Department of Transportation and its Inspector General, the Comptroller General of the United States, and the California State Controller and California Department of Transportation to the extent of their respective jurisdictions, shall have the right to examine, audit, inspect, excerpt, transcribe and copy all PVTA Data and all books, records, accounts,

documents, papers and electronic systems relating to the AGREEMENT, at any time during the term and throughout the retention period stated in Section 6.15.

Audits may be announced or unannounced, may be conducted at any location where PVTA Data is held or work under the AGREEMENT is performed, may include interviews of personnel, and may include direct read access to systems. CONTRACTOR shall provide reasonable facilities and assistance at no additional cost, shall respond to a document or data request within [ten (10)] business days or such shorter period as an oversight agency requires, and shall place no limitation on access to project cost documentation or operating data.

CONTRACTOR shall require, by written subcontract, that the maintenance subcontractor and every other subcontractor at any tier grant the same audit and access rights directly to PVTA and to the agencies named in this Section, and shall not enter into any subcontract, license, terms of service, or confidentiality agreement that would restrict those rights.

If an audit identifies an overpayment, an unallowable cost, an unsupported billing, or misreported service, CONTRACTOR shall repay the amount within thirty (30) days of written demand, and PVTA may offset it against any amount otherwise payable. If an audit identifies errors exceeding five percent (5%) of the amount audited, CONTRACTOR shall bear the reasonable cost of the audit. Where PVTA is required to repay funds to LACMTA, FTA or another funding agency because of CONTRACTOR's misreporting, unsupported billing, or failure to produce records, CONTRACTOR shall reimburse PVTA that amount together with any interest and penalty assessed.

6.17 Data Portability at Termination; No Withholding of PVTA Data

Upon expiration or termination of the AGREEMENT for any reason, upon PVTA's request at any time, and as part of the transition obligations in Section 7.0, CONTRACTOR shall deliver to PVTA, or to a successor PVTA designates, all PVTA Data in a complete, usable, machine-readable and non-proprietary format, together with a data dictionary, record layouts, code and value lists, and any documentation necessary for PVTA or a successor to use the data. Delivery shall be made within fifteen (15) calendar days of request and at no additional cost. CONTRACTOR shall not deliver PVTA Data solely in a proprietary format, in a format readable only with CONTRACTOR's software, or as images or PDF files of records that exist in structured form.

CONTRACTOR shall cooperate in transition, including by continuing to furnish PVTA Data and access throughout any transition or holdover period, exporting data on the schedule PVTA sets, and reasonably assisting a successor. After PVTA confirms in writing that it has received a complete and usable copy, CONTRACTOR shall securely destroy or return all remaining copies of PVTA Data in its possession, other than copies it is required by law to retain, and shall certify destruction to PVTA in writing.

CONTRACTOR shall not withhold, delay, restrict, encrypt, disable access to, or condition the delivery of any PVTA Data, or of access to the Platform or any other system holding PVTA Data, for any reason, including a dispute over payment, a claim for additional compensation, a termination dispute, an alleged breach by PVTA, or the assertion of any lien or retention right. CONTRACTOR expressly waives any such right. This obligation is not excused by any dispute and survives expiration or termination of the AGREEMENT.

The parties agree that a failure to comply with this Section would cause PVTA irreparable harm for which damages are an inadequate remedy, and that PVTA is entitled to specific performance and injunctive relief without the necessity of posting a bond, in addition to every other remedy available to it. CONTRACTOR shall flow the requirements of this Section down to every subcontractor holding PVTA Data, including the maintenance subcontractor, and shall ensure that no subcontract permits a subcontractor to withhold PVTA Data from PVTA.

Section 7. Service Transition

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

Implementation plan contents- The transition plan required by this Section shall address, at a minimum: vehicles and vehicle readiness, including receipt inspection and acceptance of PVTA and City of Claremont vehicles; facilities, including lease or occupancy documentation and any depot or hub arrangement; staffing, recruitment, and the employee retention obligations in the RFP; driver and dispatcher training and qualification, including GPPV requirements and DMV Pull Notice enrollment; establishment of the drug-and-alcohol testing program and consortium enrollment; technology integration, including in-vehicle equipment installation and Platform access and training; data conversion and transfer of rider, eligibility and subscription-trip records; telephone systems and call-center readiness; permits, licenses and business registrations; insurance certificates and endorsements in the form required by the Agreement; maintenance readiness and the maintenance subcontract; and end-to-end service testing before the start of revenue service. The plan shall identify milestones with dates and the party responsible for each.

Transition assistance at expiration or termination- On expiration or termination of the Agreement for any reason, the CONTRACTOR shall provide transition assistance for a period of up to ninety (90) days as directed by PVTA, at the rates in effect at expiration, including continuing service without degradation, delivering all PVTA data and records in accordance with Section 6.17, returning all PVTA and City of Claremont vehicles, equipment, radios, keys, fare media and materials in the condition required by Section 4.5, providing employee rosters and wage and classification information to PVTA and to any successor as permitted by law, cooperating in the successor's recruitment and training, and participating in joint transition planning meetings. The CONTRACTOR shall not take any action during the transition period that degrades service, and failure to provide transition assistance is a material breach.

1. CONTRACTOR shall provide PVTA a detailed service transition plan & budget. Said plan shall identify key milestones, such as, acquisition of facility and equipment, interviewing and training of personnel, etc.
2. The CONTRACTOR's Operation Manager shall be on-site no later than April 1, 2027.
3. As part of the transition, PVTA's goal is for the CONTRACTOR to demonstrate that it has identified and secured staffing sufficient in number, classification, and qualification to deliver the full scope of service without interruption from the first day of operation, and to do so in compliance with all applicable federal, state, and local labor and

employment laws, including California Labor Code sections 1070 through 1074 governing public transit service contracts. The CONTRACTOR's transition plan shall identify proposed staffing levels by classification, the source of that staffing, and the recruitment, screening, and training schedule supporting it.

4. All start-up and transition costs shall be identified and priced in accordance with Part V Section A.3 of this RFP, which permits a one-time payment, amortization into the monthly fixed rate, or a combination.
5. Adherence to milestones proposed and the commitment of resources presented in the approved transition plan shall be a measure of contract compliance. Failure to adhere to plan requirements may be considered a material breach by the PVTA.
6. Should CONTRACTOR be required to transition this contract to another management firm or entity in the future, CONTRACTOR shall cooperate and facilitate such transition in an open, honest and professional manner.

EXHIBIT B-1

DRAFT AGREEMENT (DEDICATED VEHICLE OPERATIONS SERVICES) PVTA REQUEST FOR PROPOSALS — TRANSPORTATION SERVICES

AGREEMENT FOR DEDICATED VEHICLE TRANSPORTATION OPERATIONS SERVICES BETWEEN PROVIDER AND POMONA VALLEY TRANSPORTATION AUTHORITY

This AGREEMENT for dedicated vehicle transportation operations services is made and entered into this ____ day of _____, 2027, by and between the Pomona Valley Transportation Authority, a duly formed California Joint Powers Authority consisting of the cities of Claremont, La Verne, Pomona and San Dimas, hereinafter referred to as “PVTA,” and _____, hereinafter referred to as “CONTRACTOR.” PVTA and CONTRACTOR are each a “Party” and together the “Parties.”

WITNESSETH

WHEREAS, PVTA has determined that it requires dedicated vehicle transportation operations services, including drivers, reservations, scheduling and dispatch, day-to-day operational supervision, and vehicle readiness and cleanliness, for its transportation programs; and

WHEREAS, PVTA has adopted a hybrid broker delivery model under which PVTA supplies the dedicated fleet and the dispatch, reservation and scheduling technology platform, contracts separately and directly with one or more non-dedicated on-demand providers under Exhibit B-2, and retains executive program management.

WHEREAS, vehicle maintenance under this AGREEMENT is to be performed by an experienced third-party maintenance provider under subcontract to CONTRACTOR and reimbursed by PVTA at actual cost as a pass-through, without markup, administrative fee or profit, with PVTA retaining direct inspection, record-access and corrective-action authority over that PVTA approved subcontractor; and

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

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

ARTICLE 1. COMPLETE AGREEMENT

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

1.2 Scope of this AGREEMENT. This AGREEMENT governs the dedicated vehicle services only. PVTA’s agreements with its non-dedicated on-demand providers under Exhibit B-2 is a separate agreement to which CONTRACTOR is not a party and under which CONTRACTOR acquires no rights.

CONTRACTOR's subcontract with its PVTA-approved maintenance provider is a subcontract under this AGREEMENT and is governed by Sections 5.3 and 12.

ARTICLE 2. PVTA DESIGNEE

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

2.2 PVTA's CEO reports to the PVTA Board of Directors and is responsible for administering this AGREEMENT and monitoring and evaluating service performance. CONTRACTOR's Operations Manager shall report directly to and coordinate closely with the PVTA CEO and PVTA's Senior Program Manager, as provided in Exhibit A, Scope of Work, Sections 2.1 and 3.7.4.

ARTICLE 3. EMPLOYMENT OF THE CONTRACTOR

PVTA hereby engages CONTRACTOR and CONTRACTOR agrees to perform the services described in the SCOPE OF WORK for the operation of PVTA's dedicated vehicle transportation services, including the dedicated vehicle portion of the Get About program, the Claremont Group service and the Pomona Group service; for the reservation, scheduling and dispatch functions supporting PVTA's overflow and demand-response services as described in Exhibit A, Scope of Work, Section 3.1.2; and for the procurement and administration of vehicle maintenance through a PVTA-approved maintenance subcontractor as provided in this AGREEMENT.

ARTICLE 4. INDEPENDENT CONTRACTOR

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

4.2 PVTA's oversight, inspection, approval and corrective-action rights are reserved to verify performance. CONTRACTOR remains responsible for its personnel and means and methods. The Parties intend an independent-contractor relationship; this provision does not conclusively determine employment status, eliminate a duty imposed by law, or predetermine fault arising from actual conduct.

ARTICLE 5. SCOPE OF WORK

The SCOPE OF WORK is set forth in Exhibit A entitled "PVTA TRANSPORTATION SERVICES; SCOPE OF WORK" dated September 2026. PVTA may purchase additional services in accordance with Section 8.1.3. CONTRACTOR warrants that the proposal submitted by it and CONTRACTOR'S Best and Final Offer are in full compliance with the Request for Proposals issued by PVTA. CONTRACTOR further warrants that representations made by it herein are true and that it is bound by them.

5.1 Division of Responsibility

PVTA supplies the vehicles used in dedicated service and the dispatch, reservation and scheduling Platform. Responsibility for the operation, readiness and maintenance of those vehicles is divided as follows:

(a) CONTRACTOR is responsible for drivers and driver qualification, training and certification; reservations, scheduling and dispatch performed on the PVTA-provided Platform for both dedicated and non-dedicated service, including trip allocation in accordance with PVTA's business rules and algorithm settings; day-to-day operational supervision and road supervision; vehicle readiness, daily servicing and safety checks; fueling; defect identification and reporting; movement of vehicles to and from maintenance; towing; interior and exterior cleanliness and appearance; installation and maintenance of in-vehicle Platform equipment as provided in Exhibit A, Scope of Work, Section 2.3.3; fare collection and reconciliation; operating records and reporting; holding the California Highway Patrol terminal for each location at which PVTA vehicles are parked; and the procurement, administration and performance of the maintenance subcontract. Except as provided in Sections 8.1.4 and 8.4, these duties are compensated through CONTRACTOR's Fixed Monthly Rate and Fixed Hourly Rate.

(b) The maintenance subcontractor, approved in writing by PVTA and operating a fixed shop, mobile maintenance capacity, or both in accordance with Exhibit A, Scope of Work, Section 3.16, is responsible for preventive maintenance, inspection, diagnosis, repair, parts, warranty administration, emissions and Smog Check compliance, mechanical preparation for California Highway Patrol inspection, and maintenance recordkeeping. The cost of the maintenance subcontract is reimbursed by PVTA as a pass-through under Section 8.1.4.

(c) PVTA, directly and through its General Manager or other designee, retains executive program management, service definition, fare policy, the business rules and algorithm settings governing trip allocation, performance monitoring, safety oversight, maintenance verification and corrective authority, vehicle parking logistics, fare-collection logistics, administration and licensing of the Platform, and reporting to member cities and funding agencies. CONTRACTOR shall not be required to supply, and PVTA shall not compensate CONTRACTOR for, a general manager or comparable executive management tier over the PVTA program.

(d) Non-dedicated and on-demand providers, including any Transportation Network Company and any non-dedicated wheelchair-accessible vehicle provider, contract directly with PVTA under Exhibit B-2 and are not subcontractors of CONTRACTOR. CONTRACTOR shall coordinate with those providers through the Platform as provided in Section 5.4, but is not responsible for their performance and shall not be compensated for their services under this AGREEMENT.

5.2 Operations Manager

5.2.1 CONTRACTOR shall designate and provide the services of an Operations Manager in accordance with Exhibit A, Scope of Work, Section 3.7.4. The Operations Manager is a key employee. PVTA has the right to interview and approve the proposed Operations Manager; the position shall be assigned to the project on a forty-hour-per-week basis unless PVTA approves an alternate allocation in writing; the individual proposed shall serve a minimum two-year term before reassignment will be considered; CONTRACTOR shall not replace the Operations Manager without PVTA's written consent unless that person is no longer employed by CONTRACTOR; and CONTRACTOR shall designate in writing, subject to PVTA approval, a qualified alternate to assume the full duties and authority of the Operations Manager during any absence exceeding one business day.

5.2.2 Should the position of Operations Manager remain unfilled for a period of thirty (30) days or more, PVTA may deduct the Operations Manager's compensation, as stated in CONTRACTOR's Cost Proposal, from CONTRACTOR's payments for each month or portion of a month the position remains unfilled.

5.2.3 The Operations Manager's role is to oversee the driver operation and to ensure that all drivers are fully trained, licensed, certified and qualified to operate safely the ADA-accessible vehicles PVTA provides. The Operations Manager is not a general manager over the PVTA program.

5.3 Maintenance Subcontract and PVTA Oversight

5.3.1 Required subcontract. CONTRACTOR shall retain, subject to PVTA's prior written approval, an experienced third-party maintenance provider meeting the requirements of Exhibit A, Scope of Work, Sections 3.16 and 4.3, to perform all preventive maintenance, inspection, diagnosis and repair of PVTA and City of Claremont vehicles and equipment. Maintenance shall be procured and delivered as a pass-through subcontract under Section 8.1.4 and shall not be self-performed by CONTRACTOR or by an affiliate of CONTRACTOR unless PVTA approves that arrangement in writing in advance, in which case the affiliate's charges shall be billed at actual cost supported by the same documentation required of an unaffiliated subcontractor and shall be subject to audit under Article 15.

5.3.2 Responsibility not diminished. CONTRACTOR's duty and responsibility to ensure that all vehicles and equipment are maintained to PVTA maintenance standards shall not be diminished by the use of a maintenance subcontractor. CONTRACTOR remains fully responsible to PVTA for the performance of that subcontractor and shall not further delegate maintenance to any other person, firm or corporation without explicit written PVTA approval.

5.3.3 Required flow-down. CONTRACTOR shall incorporate the requirements of Exhibit A, Scope of Work, Sections 3.16, 4.0 through 4.4, and 4.5 through 4.10, and Articles 10, 11, 12, 13, 14, 15, 17 and 18 of this AGREEMENT, into the maintenance subcontract, and shall make those requirements enforceable by PVTA as an intended third-party beneficiary. The maintenance subcontract shall provide that:

1. PVTA, through its General Manager or maintenance oversight designee, may inspect any facility, mobile unit, tool inventory, vehicle or maintenance record used in the performance of PVTA maintenance, upon reasonable notice, announced or unannounced;
2. PVTA has direct access to the individual responsible for the PVTA fleet, may direct corrective action, and may require a corrective action plan directly from the maintenance subcontractor, independent of CONTRACTOR's management chain. Arrangements requiring communication to be routed through a call center, national service desk, corporate account representative or similar intermediary are not acceptable;
3. A named primary technician and a named backup technician, each meeting the experience and qualification requirements of Exhibit A, Scope of Work, Section 4.3.2, are assigned to the PVTA fleet at all times, and PVTA is notified of any change;
4. All maintenance records relating to PVTA and City of Claremont vehicles are the property of PVTA, are PVTA Data under Article 15, and shall be transferred to PVTA in a usable electronic format at the conclusion of this AGREEMENT at no additional cost;
5. The maintenance subcontractor is responsible for loss of or damage to PVTA and City of Claremont vehicles and equipment while in its custody, including overnight storage, and shall carry the direct-primary garagekeepers and other coverage required by Article 10. PVTA and the vehicle owner shall receive appropriate loss-payee protection; additional-insured status applies to relevant liability coverage as specified in Article 10;
6. The subcontractor grants the audit and record-access rights required by Article 15 to PVTA, LACMTA, FTA and their designees, and no term of the subcontract or of any terms of service may restrict those rights; and

7. The subcontract may be terminated, and the maintenance subcontractor replaced with a provider approved in writing by PVRTA, upon PVRTA's written determination that the subcontractor has failed to meet the requirements of Exhibit A or of this AGREEMENT.

5.3.4 Change of subcontractor. CONTRACTOR shall not change its maintenance subcontractor without PVRTA's prior written approval. If PVRTA directs replacement under Section 5.3.3(7), CONTRACTOR shall propose a qualified replacement within fifteen (15) calendar days and shall complete the replacement within forty-five (45) calendar days, without interruption of preventive maintenance intervals or road call response.

5.3.5 Identification. CONTRACTOR shall identify its proposed maintenance subcontractor, the technicians to be assigned including the backup technician, and the maintenance management or recordkeeping system to be used, in accordance with Exhibit A, Scope of Work, Section 4.3.2, and shall obtain PVRTA's written approval prior to the commencement of service.

5.4 Coordination with Non-Dedicated Providers

5.4.1 CONTRACTOR shall perform reservation, scheduling and dispatch functions on the PVRTA-provided Platform and shall coordinate with PVRTA's non-dedicated and on-demand providers as directed by PVRTA, including maintaining the reservation line and receiving same-day trip requests for Ready Now, Claremont Dial-a-Ride and San Dimas Dial-a-Cab; verifying rider eligibility from client data provided by PVRTA; scheduling each trip through the Platform for assignment to the appropriate dedicated or non-dedicated provider; oversight of trip assignments transmitted through the Platform; the exchange of operating data required for PVRTA reporting; resolution of service issues directly with the non-dedicated providers; and participation in the biweekly performance review meetings required by Exhibit A, Scope of Work, Section 3.3.

5.4.2 The allocation of trips between dedicated and non-dedicated service shall be governed by the Platform algorithms and by the business rules, cost-containment strategies, service goals, objectives and weightings established and approved by PVRTA. CONTRACTOR shall not alter any business rule or algorithm setting without PVRTA's written approval.

5.4.3 CONTRACTOR shall not be responsible for the performance, compensation, insurance, personnel or vehicles of any non-dedicated provider. CONTRACTOR remains responsible for the accuracy and timeliness of the eligibility determination, trip data, and trip assignment it transmits through the Platform, including assignment of an accessible vehicle where the rider requires one.

5.4.4 CONTRACTOR shall not favor its own dedicated operation over a non-dedicated provider, or one non-dedicated provider over another, except as the Platform business rules established by PVRTA direct, and shall not use its dispatch role to obtain a competitive advantage in any current or future PVRTA procurement.

ARTICLE 6. INCORPORATION BY REFERENCE; ORDER OF PRECEDENCE

6.1 Incorporated by reference into this AGREEMENT are Exhibit A entitled "PVRTA REQUEST FOR PROPOSALS" dated September 2026, inclusive of the Scope of Work and all Exhibits, Attachments and any and all Addenda issued during this procurement; Attachment 1, Federal Contract Clauses; Attachment 4, PVRTA Fleet Schedule and Equipment List; and Exhibit C, CONTRACTOR'S PROPOSAL, including CONTRACTOR'S Best and Final Offer dated _____.

6.2 In the event of a conflict, the order of precedence shall be: (1) the main text of this AGREEMENT; (2) Attachment 1, Federal Contract Clauses; (3) Exhibit A, Scope of Work and the balance of the Request for

Proposals; and (4) Exhibit C, CONTRACTOR'S PROPOSAL. Notwithstanding the foregoing, where a provision of Attachment 1 is required by federal law or regulation, that provision governs over any conflicting provision of this AGREEMENT.

6.3 Nothing in CONTRACTOR'S PROPOSAL, or in any standard terms, terms of service, purchase order, invoice, software license, click-through or similar document of CONTRACTOR or any subcontractor, shall vary the terms of this AGREEMENT unless PVTA has accepted that specific provision by written amendment executed in accordance with Section 7.1.

ARTICLE 7. CHANGES IN SCOPE OF WORK

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

7.1 Amendment

In each such instance, PVTA and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both Parties, shall constitute an amendment to this AGREEMENT. No amendment is effective unless in writing and signed by the PVTA CEO with any Board authorization required by PVTA's procurement policy and counter signed by the CONTRACTOR.

7.2 Minor Change

Notwithstanding the above, PVTA without invalidating the AGREEMENT may from time to time order changes in the scope and/or extent of service area boundaries, schedules, operating hours, and so forth to respond to demand, special events and other occurrences without requiring an amendment pursuant to this Article, provided that such changes do not result in either an increase or a decrease in the number of annual vehicle revenue hours in dedicated vehicle service of more than twenty percent (20%). Adjustments to service shall be a prerogative of PVTA. No operational changes that affect service, scheduling, hours of operations, response times, or any other characteristics of the PVTA transportation services shall be made by CONTRACTOR without the approval of PVTA. PVTA will notify CONTRACTOR thirty (30) days in advance of service changes. Smaller service changes may be made in a shorter time by the mutual agreement of PVTA and CONTRACTOR.

7.3 Reduction Outside the Band

A reduction in service made under Section 16.4 in consequence of a loss or reduction of funding is not subject to the twenty percent (20%) limitation in Section 7.2 and does not entitle CONTRACTOR to an equitable adjustment beyond the proportional reduction provided in that Section.

ARTICLE 8. PAYMENT

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

8.1 Price Formula

For transportation services rendered as set forth under Article 5, "SCOPE OF WORK," and detailed in Exhibit A, payment shall be based on the following firm, fixed price rates, together with the pass-through and reimbursable amounts identified in Sections 8.1.4 and 8.4.

8.1.1 Fixed Monthly Rate — Dedicated Vehicle Services

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

1. Fixed Monthly Rate Dedicated Vehicle Services: A Fixed Monthly rate of:

- A. \$_____ per month for the period of July 1, 2027, through June 30, 2028**
- B. \$_____ per month for the period of July 1, 2028, through June 30, 2029**
- C. \$_____ per month for the period of July 1, 2029, through June 30, 2030**

Thereafter, for any Options/ Extension years agreed upon, the rate will be adjusted in accordance with Section 8.6, based on reported measures of inflation, effective each July 1st.

The Fixed Monthly Rate shall compensate CONTRACTOR for all cost elements assigned to CONTRACTOR for work described in Article 5 and further detailed in Exhibit A, except those specifically provided for under Section 8.1.2 (Fixed Hourly Rate — Dedicated Vehicle Services), Section 8.1.3 (Fixed Hourly Rate, Additional Services), Section 8.1.4 (Maintenance Pass-Through) and Section 8.4 (Fuel).

CONTRACTOR shall itemize the Fixed Monthly Rate in its Cost Proposal on Exhibit C, Cost Proposal Form, Pages Three and Four, by the cost elements below, each stated as an annual amount and as a monthly amount. PVTA may, through the Best and Final Offer process, add or remove positions and cost elements so that the resulting contract fits the available budget. The listing of a cost element does not require CONTRACTOR to provide that position, utility or service. Driver wages and benefits are recovered through the Fixed Hourly Rate under Section 8.1.2 and are not a Fixed Monthly Rate element. Vehicle maintenance parts, supplies, outside repairs, lubricants, tires and shop tools are not Fixed Monthly Rate elements; they are reimbursed under Section 8.1.4. The dispatch, reservation and scheduling Platform is supplied and licensed by PVTA and shall not be priced by CONTRACTOR.

8.1.2 Fixed Hourly Rate — Dedicated Vehicle Services

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

- A. \$_____ per Vehicle Revenue Hour for the period of July 1, 2027, through June 30, 2028**
- B. \$_____ per Vehicle Revenue Hour for the period of July 1, 2028, through June 30, 2029**
- C. \$_____ per Vehicle Revenue Hour for the period of July 1, 2029, through June 30, 2030**

Thereafter, for any Options/ Extension years agreed upon, the rate will be adjusted in accordance with Section 8.6, based on reported measures of inflation, effective each July 1st.

The Fixed Hourly Rate shall compensate CONTRACTOR for the wages, workers' compensation, health insurance and other fringe benefits of vehicle operators, and related overhead and fee, as itemized on Exhibit C, Cost Proposal Form, Page Five.

A Vehicle Revenue Hour for Dedicated Vehicle service shall be as defined in Exhibit A, Scope of Work, Section 1, and shall be measured from the time a vehicle makes its first pick-up through the time of the last drop-off, excluding driver breaks and lunch breaks, drive time to and from breaks and lunch breaks, fueling time, mechanical breakdowns, and downtime for road calls or accidents.

Authorized annual service levels. For each twelve-month period of the base term, CONTRACTOR shall assume the operation of **fourteen thousand one hundred (14,100) annual Vehicle Revenue Hours** of Dedicated Vehicle Service, consisting of:

Service	Annual Vehicle Revenue Hours
Get About Dedicated vehicle service	13,750
Claremont Group Service	250
Pomona Group Service	100
Total	14,100

Where a CONTRACTOR-operated vehicle leaves Get About service to provide Claremont or Pomona Group services, or returns directly from Group service to Get About service, travel time to and/or from Get About service may be included in the billable Vehicle Revenue Hours but shall not be added to Vehicle Revenue Hours for National Transit Database purposes. Travel time to and from the vehicle parking location, fueling, driver breaks and lunch breaks shall not be included in the billable Vehicle Revenue Hours. Billing and operating data for Get About, Claremont Group and Pomona Group service shall be tracked and reported separately.

Billable Vehicle Revenue Hours are subject to the performance deductions in Exhibit A, Scope of Work, Section 3.3. CONTRACTOR shall not be paid for hours operated in PVRTA revenue service by a vehicle in an Out-of-Service condition as defined in Exhibit A, Scope of Work, Section 4.7.

8.1.3 Authorized Additional Dedicated Services

PVRTA may authorize additional dedicated vehicle service within the competed scope at the applicable Fixed Hourly Rate and any documented adjustment permitted by Article 7. No additional service is payable without written authorization identifying the service, applicable rate and authorized hours. A material change outside the competed scope requires compliance with applicable procurement law.

8.1.4 Maintenance Pass-Through

(a) Pass-through at actual cost. PVRTA shall reimburse CONTRACTOR for the cost of the PVRTA-approved maintenance subcontract at actual cost, without markup, administrative fee, handling charge or profit by CONTRACTOR. Maintenance is not subject to price competition under this procurement and shall not be included in CONTRACTOR's Fixed Monthly Rate or Fixed Hourly Rate.

(b) Documentation. Invoices for maintenance pass-through amounts shall be supported by the maintenance subcontractor's underlying invoices and repair orders, identified by vehicle unit number, together with the parts and labor detail for each repair order. Parts, tires, fluids, lubricants, California Highway Patrol certification fees and mechanical-failure towing shall be billed at actual documented cost. Shop supply charges, environmental fees, documentation or software fees, and similar percentage-based

add-ons shall be separately identified on each invoice and are subject to PVTA approval; an add-on not approved in writing is not payable.

(c) Exclusions. The following are **not** pass-through costs and shall not be charged to PVTA:

1. vehicle cleaning, daily servicing and safety checks, and fueling labor, which are included in CONTRACTOR's Fixed Monthly Rate;
2. towing necessitated by collision, negligence, abuse or vandalism, and all towing not arising from mechanical failure, which is CONTRACTOR's sole expense;
3. repair or replacement of vehicles and equipment damaged or lost by collision, negligence, abuse, vandalism, or other like cause, which is CONTRACTOR's sole expense under Exhibit A, Scope of Work, Section 4.5, except as expressly provided in Section 4.5.2 of the Scope of Work for a loss occurring at a PVTA-directed parking location;
4. loss of or damage to vehicles or equipment occurring while in the maintenance subcontractor's custody;
5. any repair required as a result of CONTRACTOR's failure to perform daily servicing, to report a defect, or to remove an unsafe vehicle from service;
6. any deferred maintenance or damage identified at the end of the AGREEMENT term under Exhibit A, Scope of Work, Section 4.5;
7. costs incurred by PVTA in correcting an unresolved Out-of-Service condition under Exhibit A, Scope of Work, Section 4.7; and
8. any maintenance staffing cost for personnel who do not directly perform, supervise or document maintenance on PVTA vehicles, including a maintenance manager, shop foreman, service writer, account representative or comparable position, as provided in Exhibit A, Scope of Work, Section 4.3.1.

(d) Not-to-exceed amount. CONTRACTOR shall submit with its proposal a good-faith estimate of the annual maintenance subcontract cost. That estimate shall not be scored as price, but shall establish an annual not-to-exceed amount for maintenance pass-through billing of \$_____, which may be increased only by written approval of the PVTA CEO or designee. CONTRACTOR shall notify PVTA in writing when cumulative maintenance billings in any contract year reach seventy-five percent (75%) of that amount, and shall not bill amounts in excess of the not-to-exceed amount without prior written authorization.

(e) Warranty and credits. CONTRACTOR shall require the maintenance subcontractor to administer all applicable manufacturer, component and campaign warranties and shall credit PVTA, on the next invoice, for all warranty recoveries, parts-return credits, cores, rebates and salvage proceeds relating to PVTA and City of Claremont vehicles.

(f) Audit. Maintenance pass-through billings are subject to audit under Section 8.9 and Article 15. CONTRACTOR shall require the maintenance subcontractor to retain supporting records for the period required by Article 15 and to grant PVTA, LACMTA, FTA and their designees direct access to those records.

8.1.5 Services Not Compensated Under This AGREEMENT

Non-dedicated, overflow, on-demand and Transportation Network Company services are provided under separate agreements between PVTA and the applicable providers under Exhibit B-2 and are compensated on a per-passenger-trip basis under those agreements. CONTRACTOR shall not invoice PVTA, and PVTA shall not compensate CONTRACTOR, for any passenger trip or other unit of service provided by a non-dedicated provider, and CONTRACTOR shall include no cost, markup, brokerage charge or administrative fee relating to non-dedicated services in the rates proposed under this AGREEMENT.

CONTRACTOR's dispatch, reservation, scheduling and coordination work in support of non-dedicated services is compensated through the Fixed Monthly Rate.

8.2 Invoicing and Payment

8.2.1 PVTA shall compensate CONTRACTOR on a monthly basis in arrears. CONTRACTOR shall submit a monthly invoice to the PVTA CEO within fifteen (15) calendar days after the end of the operating month, in a form approved by PVTA, together with the monthly summary report required by Exhibit A, Scope of Work, Section 6.5. The invoice shall state separately:

1. Fixed Monthly Rate for the month;
2. Fixed Hourly Rate amount - From documented Vehicle Revenue Hours by service: Get About, Claremont Group and Pomona Group;
3. Additional services hours authorized under Section 8.1.3, if any;
4. Maintenance pass-through amount under Section 8.1.4, with the maintenance subcontractor's invoices and repair orders attached and the cumulative amount billed against the not-to-exceed amount stated;
5. Fuel reimbursement under Section 8.4, if applicable;
6. Fare revenue collected, shown as a credit line item under Section 8.3;
7. Performance deductions and incentive amounts under Section 8.5; and
8. Any amount withheld or offset by PVTA, identified by the provision under which it is taken.

8.2.2 PVTA shall pay undisputed amounts within thirty (30) days of receipt of a complete and properly supported invoice. PVTA may withhold payment of any amount in dispute pending resolution, and may withhold payment for any month in which the reports required by Exhibit A, Scope of Work, Section 6.0, or the source data required by Article 15, have not been received.

8.2.3 Payment of an invoice does not constitute acceptance of the amounts billed or a waiver of PVTA's right to audit, to recover an overpayment, or to assess a deduction later determined to be due.

8.3 Fare Revenue Credit

All fares collected in the performance of PVTA services are the property of PVTA. Fares shall be collected and recorded daily, reported monthly through fare reconciliation, and retained by CONTRACTOR and deducted from CONTRACTOR's monthly invoice as a credit line item, in accordance with Exhibit A, Scope of Work, Section 3.10. PVTA reserves the right to conduct fare reconciliation audits and to change the method of fare collection and remittance on thirty (30) days' written notice.

8.4 Fuel

If in any calendar month the price per gallon of unleaded regular gasoline (87 Octane) as measured by the Automobile Club of southern California's daily fuel gauge report for the 15th day of said calendar month for the Los Angeles-Long Beach area including taxes exceeds \$8.00 per gallon, PVTA shall compensate the CONTRACTOR for said gasoline cost increase. Said compensation shall be calculated by computing the difference between the Automobile Club Fuel Gauge Report price and \$8.00 per gallon multiplied by the actual number of gallons of gasoline consumed by the CONTRACTOR providing PVTA Dedicated Vehicle Services in said calendar month.

If in any calendar month the price per gallon of unleaded regular gasoline (87 Octane) as measured by the Automobile Club of southern California's, daily fuel gauge report for the 15th day calendar month for the Los Angeles-Long Beach area including taxes falls below \$8.00 per gallon, CONTRATOR shall

compensate PVTA for said gasoline cost savings. Said compensation shall be calculated by computing the difference between the Automobile Club Fuel Gauge Report price and \$8.00 per gallons of gasoline consumed by the CONTRACTOR providing PVTA Dedicated Vehicle Services in said calendar month.

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

CONTRACTOR shall purchase the fuel required for the operation of all PVTA and City of Claremont vehicles in dedicated service, using a system that accurately records all fuel purchases and permits PVTA to reconcile all fuel transactions by date, vehicle number and gallons dispensed. Fuel shall be reimbursed to CONTRACTOR at \$8.00 per gallon, without markup. As an alternative, PVTA may elect to issue fuel cards to CONTRACTOR, in which case fuel shall be purchased directly by PVTA and no fuel reimbursement shall be payable. The method shall be determined during contract negotiations and stated in the executed AGREEMENT.

The labor of fueling and the administration of fuel records are included in the Fixed Monthly Rate and are not separately reimbursable. CONTRACTOR shall provide the monthly gallons-dispensed and miles-per-gallon report required by Exhibit A, Scope of Work, Section 4.2.3.

8.5 Performance Deductions and Incentives

Payments under this Article are subject to the performance deductions set forth in Exhibit A, Scope of Work, Section 3.3, PVTA Service Standards, and to the incentive program set forth in Exhibit A, Scope of Work, Section 3.6. Deductions and incentives shall be applied against the monthly invoice following PVTA's written determination under Section 3.3. Deductions are cumulative and in addition to PVTA's other rights and remedies, except that PVTA shall not recover both a deduction and actual damages for the same failure.

8.6 Price Adjustment

8.6.1 The Fixed Monthly Rate and the Fixed Hourly Rates of the Base term are set forth in Sections 8.1.1, 8.1.2 and 8.1.3 shall be effective each July 1, beginning July 1, 2027.

8.6.2 All Fixed Monthly Rate and the Fixed Hourly Rates for any Options/Extension years agreed upon, shall be based on the Personal Consumption Expenditures Excluding Food and Energy (Chain-Type Price Index) (PCEPILFE) as reported by the Federal Reserve Bank of St. Louis. 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 adjustment effective July 1.

8.6.3 Maintenance pass-through amounts under Section 8.1.4 and fuel reimbursement under Section 8.4 are paid at cost and are not subject to adjustment under this Section.

8.7 Transition and Start-Up Costs

CONTRACTOR's transition and start-up costs shall be paid as stated in the executed AGREEMENT, on the basis proposed by CONTRACTOR under Part V, Section A.3 of the Request for Proposals and accepted by PVTA: as a one-time payment, amortized into the Fixed Monthly Rate, or a combination. No transition or start-up amount is payable before the commencement of revenue service under Section 9.4, and any one-time amount is subject to repayment on a pro rata basis if CONTRACTOR terminates or abandons the AGREEMENT, or PVTA terminates for cause, during the initial term.

8.8 Availability of Funds

All compensation under this AGREEMENT is subject to the availability and appropriation of funds, including federal and state grant funds, Los Angeles County Metropolitan Transportation Authority pass-through funds and member city contributions, and to budgets authorized by the PVTA Board of Directors. PVTA does not guarantee any minimum level of compensation, revenue hours, trips or service volume. This AGREEMENT does not create a multi-year obligation of PVTA beyond funds lawfully appropriated. PVTA's remedies on a loss or reduction of funding are set forth in Section 16.4.

8.9 Audit of Payment Records

PVTA, its auditors, and any authorized representative of the Federal Transit Administration or the Los Angeles County Metropolitan Transportation Authority may examine and audit all records supporting amounts invoiced under this Article, including records supporting maintenance pass-through billings, fuel reimbursement, fare revenue and payroll. This Section addresses payment records; Article 15 governs audit and record access generally, and in the event of a conflict Article 15 controls. CONTRACTOR shall require its maintenance subcontractor to grant the same rights and to retain records for the period required by Article 15.

ARTICLE 9. TERM, OPTION PERIODS AND COMMENCEMENT

9.1 Initial Term

The initial term of this AGREEMENT shall be thirty-six (36) months, commencing July 1, 2027 and ending June 30, 2030, unless sooner terminated in accordance with Article 16.

9.2 Option Periods

PVTA may, at its sole option, extend this AGREEMENT for up to two (2) additional one-year option periods, each commencing July 1 and ending June 30. Each option is exercisable solely by PVTA and creates no obligation to renew and no right, claim or expectancy in CONTRACTOR if an option is not exercised. An option is exercised only by written notice signed by the PVTA CEO, subject to Board authorization and to the appropriation of funds, given not less than ninety (90) days before the expiration of the then-current term. If notice is not given, no option period arises. Rates during any option period shall be the rates then in effect, adjusted in accordance with Section 8.6.

9.3 Maximum Potential Term

The maximum potential term of this AGREEMENT, including all option periods and any continuity extension under Section 9.5, is sixty (60) months plus any continuity extension, ending no later than December 31, 2032.

9.4 Commencement of Service

Services shall commence on July 1, 2027. CONTRACTOR shall complete all transition and start-up activities required by Exhibit A, Scope of Work, Section 7.0 and Article 17 prior to that date, including the documented go/no-go operational readiness review required by Scope of Work Section 7.2. PVTA's authorization to commence revenue service is conditioned on a satisfactory readiness determination.

9.5 Continuity Extension

If, at the expiration of the then-current term, PVTA has not completed a successor procurement or otherwise arranged for continued service, PVTA may extend this AGREEMENT on a month-to-month

basis at the rates then in effect for a period not to exceed **one hundred eighty (180) days**, by written notice given not less than thirty (30) days before expiration. CONTRACTOR shall continue to perform in full during any such extension.

9.6 Survival

Articles 10, 11, 13, 14, 15, 16, 17, 18 and 19, and Sections 8.8 and 8.9, survive the expiration or termination of this AGREEMENT to the extent necessary to give them effect.

ARTICLE 10. INSURANCE

10.1 General

CONTRACTOR shall procure and maintain, at its own expense and for the full term of this AGREEMENT including any option or continuity extension, the insurance described in this Article, written by insurers admitted in California or otherwise acceptable to PVTa with an A.M. Best rating of not less than A- VII. The insurance required by this Article is a minimum requirement and does not limit CONTRACTOR's liability or obligations under Article 11 or any other provision.

10.2 Required Coverages and Limits

Coverage	Minimum limit
Commercial General Liability	\$5,000,000 per occurrence and \$10,000,000 general aggregate, as specified in Section 10.3.
Commercial Automobile and Transportation Pollution Liability Insurance	\$10,000,000 combined single limit per accident; uninsured and underinsured motorist coverage included as specified in Section 10.3. CA 99 48 or equivalent transportation-pollution coverage; separate coverage for otherwise uninsured applicable exposures. Separate pollution liability minimum: \$1,000,000 per occurrence and \$2,000,000 aggregate.
Physical damage coverage on PVTa-supplied vehicles	Actual cash value on all entrusted PVTa and City of Claremont vehicles; loss-payee protection; maximum \$5,000 deductible unless PVTa approves otherwise in writing.
Workers' Compensation Insurance	Workers' compensation: statutory. Employers' liability: \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.
Cyber Liability	\$5,000,000 each occurrence, claim or loss, as applicable, and \$5,000,000 aggregate.
Sexual Abuse and Molestation Insurance	\$5,000,000 each occurrence or claim, as applicable, and \$10,000,000 aggregate.
Direct-primary garagekeepers coverage	At least \$4,000,000 per occurrence, sufficient for maximum combined exposed vehicle values.

Coverage	Minimum limit
Crime Insurance	not less than \$1,000,000 per occurrence
Excess or Umbrella Liability, following form	Primary and applicable excess may combine to meet the scheduled total minimums; see Section 10.3.
Terrorism Coverage	\$5,000,000 per occurrence where commercially available; see Section 10.3.

The coverage requirements below supplement this table. RFP Section III.H summarizes the same requirements. This Article controls any insurance-summary inconsistency, and no insurance amount limits contractual liability.

10.3 Specific Coverage Requirements

10.3.1 Passenger-carrying exposure. 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.

10.3.2 Abuse or molestation. This coverage is required and not optional, because the services are provided to seniors and persons with disabilities, including passengers who require hands-on assistance and passengers who cannot be left unattended.

10.3.3 Physical damage on PVTA-supplied vehicles. 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.

10.3.4 Garagekeepers and towing. 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.

General liability. 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.

10.4 Required Endorsements and Policy Provisions

The following policy-specific endorsements and conditions apply:

1. Additional-insured protection shall apply to general liability, automobile liability, and applicable excess/umbrella and other liability policies where appropriate to the coverage, for PVRTA, the City of Claremont, each PVRTA 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 PVRTA and the owner through loss-payee or equivalent provisions. Professional, cyber and pollution endorsements shall be tailored to the coverage and submitted for PVRTA's review; unavailable endorsements require an express approved alternative.
2. 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 PVRTA or a member city. PVRTA's programs shall not contribute. Liability policies shall include separation of insureds or equivalent protection.
3. Waivers of subrogation shall protect PVRTA 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 PVRTA's written approval of an alternative; no exception waives the primary and noncontributory protection or creates contribution by PVRTA's insurance or self-insurance.
4. Liability coverage shall provide separation of insureds or equivalent protection, subject to policy-specific terms approved by PVRTA.
5. Disclosure of all deductibles and self-insured retentions, which are subject to PVRTA approval and which are CONTRACTOR's sole responsibility; and
6. CONTRACTOR shall provide PVRTA 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 PVRTA 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.

Claims-made policies shall have a retroactive date no later than commencement of the covered work and shall be maintained continuously, or supported by equivalent replacement coverage or an extended reporting period, for at least three (3) years after completion of the work or final payment, whichever is later. An extended reporting period does not cover new acts after policy expiration. Record retention under Article 15 remains a separate obligation.

10.5 Evidence of Coverage

CONTRACTOR shall furnish certificates and actual required endorsements before performance, at each renewal and on PVRTA's request. CONTRACTOR shall provide renewal evidence before expiration and advise PVRTA at least thirty (30) days before expiration of any expected inability to renew on compliant terms. PVRTA may require the relevant policy provisions or complete policies to verify compliance. Acceptance of deficient evidence does not waive any requirement.

10.6 Failure to Maintain

Failure to procure or maintain any required coverage is a material breach. PVTA may, without waiving any other remedy, suspend service, withhold payment, purchase the required coverage and deduct the cost from amounts due CONTRACTOR, or terminate for cause without further cure under Section 16.2.

10.7 Subcontractors

CONTRACTOR shall obtain PVTA's approval of each subcontractor's insurance schedule before that subcontractor starts work. Coverage shall correspond to the work and required risk allocation; the maintenance subcontractor shall maintain direct-primary garagekeepers, applicable pollution and towing coverage at the limits and on the terms in this Article. Appropriate additional-insured, loss-payee, waiver and primary/noncontributory provisions shall be used for the relevant policy. CONTRACTOR shall furnish evidence and remains fully responsible for its subcontractors regardless of their coverage.

ARTICLE 11. INDEMNIFICATION AND DEFENSE

11.1 Indemnity

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless PVTA, the City of Claremont, each PVTA member city, and their respective boards, officers, officials, employees, agents and volunteers (each an "Indemnified Party") from and against any and all claims, demands, actions, losses, damages, liabilities, fines, penalties, disallowances, costs and expenses, including reasonable attorneys' and experts' fees, arising out of, pertaining to, or relating to the performance or non-performance of this AGREEMENT by CONTRACTOR or by any person or entity for whose acts CONTRACTOR is responsible under Article 13. Without limitation, the indemnity extends to claims involving bodily injury and death; damage to vehicles, equipment and property; employment, wage-and-hour and labor claims; civil rights, Title VI and ADA claims; privacy, data-security and breach claims; passenger assistance and securement claims; maintenance and vehicle-condition claims; and any repayment, disallowance or penalty imposed on PVTA by a funding agency arising from CONTRACTOR's acts, omissions or misreporting.

11.2 Duty to Defend

CONTRACTOR's duty to defend each Indemnified Party is separate from, independent of, and broader than the indemnity in Section 11.1. Subject to Section 11.3 and for claims alleging facts potentially within Section 11.1, it arises upon written tender, applies whether or not the claim has merit, is not conditioned on a determination of fault, and is not conditioned on or satisfied by the availability of insurance, a reservation of rights, or an offer to reimburse defense costs later. CONTRACTOR shall defend with counsel reasonably acceptable to PVTA and shall not settle any claim in a manner binding an Indemnified Party, or requiring an admission or payment by an Indemnified Party, without that Party's written consent. If CONTRACTOR does not assume the defense within **ten (10)** calendar days of tender, PVTA may defend itself and recover all costs of defense from CONTRACTOR on demand.

11.3 Extent Permitted by Law

This Article does not require indemnification for an Indemnified Party's sole negligence or willful misconduct, or any other indemnity or defense obligation prohibited by applicable law. For ordinary transportation and related services, and to the fullest extent permitted by law, the obligations otherwise apply notwithstanding an Indemnified Party's concurrent negligence, whether active or passive. If particular work is subject to Civil Code section 2782, section 2782.8 or another mandatory limitation, that limitation controls for that work, including any limitation on defense costs. Neither PVTA's oversight,

inspection, approval, dispatch, trip allocation, business rules or operational decisions, nor any other conduct, is conclusively characterized by this AGREEMENT as active or passive negligence. Responsibility for actual conduct shall be determined under the facts and applicable law. The duty to defend under Section 11.2 is subject to these limitations and extends to claims alleging facts potentially within the indemnity.

11.4 No Indemnity, Defense or Risk Assumption by PVTA

PVTA indemnifies no person or entity under this AGREEMENT. Any indemnity, defense, hold-harmless, release, liability cap, exclusive-remedy, limitation- of- damages, waiver- of- subrogation- against- CONTRACTOR, or additional- insured- in- favor- of- CONTRACTOR provision appearing in CONTRACTOR'S PROPOSAL or in any standard terms, terms of service, purchase order, invoice, software license, click-through, delivery receipt or similar document of CONTRACTOR or any subcontractor is expressly rejected and is void, whether or not a PVTA employee signed or acknowledged it, unless PVTA accepted that specific provision by written amendment under Section 7.1. CONTRACTOR shall not require any PVTA employee, volunteer, rider or member-city official to sign a waiver, release or terms of service as a condition of service, inspection or access.

11.5 Express PVTA Cost Assumptions Are Limited

PVTA's assumption of cost under Exhibit A, Scope of Work, Section 4.5.2 for vandalism, component theft and arson at a PVTA-directed parking location, and PVTA's obligations to supply the vehicles and the Platform, are the only cost assumptions running in CONTRACTOR's favor under this AGREEMENT. They are limited to their express terms, are not indemnities, create no duty to defend, and shall not be extended by implication or course of dealing.

11.6 Survival; Independent of Insurance

The obligations of this Article survive the expiration or termination of this AGREEMENT and are not limited by the amount, availability, scope, exhaustion or denial of any insurance required by Article 10.

11.7 No Third-Party Beneficiaries

Except for the Indemnified Parties named in Section 11.1 and PVTA's rights as an intended third-party beneficiary of subcontracts under Sections 5.3 and 12.4, this AGREEMENT creates no rights in any third party.

ARTICLE 12. SUBCONTRACTING AND ASSIGNMENT

12.1 PVTA Approval Required

CONTRACTOR shall not subcontract any portion of the work without PVTA's prior written approval. CONTRACTOR shall identify each proposed subcontractor in its proposal, including the maintenance subcontractor and any towing, washing, mobile maintenance, staffing, telephone-answering or technology subcontractor, and the portion of work each will perform.

12.2 Functions That May Not Be Subcontracted

The following shall be performed by CONTRACTOR's own employees and shall not be subcontracted, assigned or performed by independent contractors, leased workers, or personnel supplied by a staffing agency, without PVTA's prior written approval: operation of PVTA and City of Claremont vehicles in revenue service; the Operations Manager function; road supervision; and reservation, scheduling and

dispatch performed on the Platform. Drivers operating PVTa-supplied vehicles shall be employees of CONTRACTOR.

12.3 Maintenance

Maintenance shall be subcontracted as required by Section 5.3 and shall not be further delegated. A change of maintenance subcontractor requires PVTa's prior written approval.

12.4 Required Flow-Down

Every subcontract shall incorporate, and make enforceable by PVTa as an intended third-party beneficiary, Articles 10, 11, 13, 14, 15, 17 and 18 of this AGREEMENT and the applicable requirements of Exhibit A and Attachment 1, Federal Contract Clauses. No subcontract, terms of service or license may restrict PVTa's audit, record-access, data-ownership or inspection rights.

12.5 Assignment and Change of Control

CONTRACTOR shall not assign this AGREEMENT or any right or obligation under it, and shall not undergo a change of control, merger, sale of substantially all assets, or transfer of the PVTa contract to an affiliate, without PVTa's prior written consent, which PVTa may withhold in its discretion. CONTRACTOR shall notify PVTa in writing at least **sixty (60)** days before any such transaction. An assignment or change of control without consent is a material breach and grounds for termination for cause.

12.6 Disadvantaged Business Enterprise (DBE)

(a) The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination or such other remedy as PVTa deems appropriate, including withholding monthly progress payments, assessing sanctions, liquidated damages, or disqualifying the contractor from future bidding as non-responsible, to the extent permitted by law. CONTRACTOR shall include the required assurance in each covered subcontract.

(b) This procurement and each resulting DOT-assisted contract are subject to the applicable requirements of 49 C.F.R. Part 26, including the final rule effective September 25, 2026, and the governing grant or pass-through requirements. A contract-specific DBE goal, if applicable, and the related submission and good-faith-efforts requirements shall be stated expressly in this solicitation or a written addendum issued before proposals are due, with adequate response time. No numerical goal is created by this paragraph alone. DBE eligibility and counting shall be determined under the then-applicable federal rules and the applicable UCP certification status; the former blanket statement that California DBE participation cannot be counted is deleted.

(c) CONTRACTOR shall submit the participation, subcontractor-payment and certification information required by the governing approved DBE program and federal rules. Eligible participation shall be counted only as allowed by those rules and current certification status; no blanket California reevaluation-period bar applies.

(d) No DBE contract goal has been established for this procurement during the current UCP reevaluation period. Accordingly, Offerors are not required to meet a DBE contract goal or demonstrate Good Faith Efforts toward a DBE contract goal as a condition of award. If a DBE contract goal becomes applicable and is established for this Contract in accordance with then-applicable federal requirements, applicable DBE certification, participation, and Good Faith Efforts requirements shall apply.

(e) CONTRACTOR shall comply with applicable nondiscrimination, prompt-payment, retainage, subcontractor reporting and monitoring requirements of 49 C.F.R. Part 26 and the governing approved DBE program, whether or not a contract goal is assigned. PVTa will identify required reports and any lawful goal in the solicitation or addenda. A later change shall be implemented only to the extent authorized by applicable law and documented through the AGREEMENT's change procedure; no unannounced goal or retroactive bid-scoring requirement may be imposed..

Maintenance-subcontract participation may be credited only when the firm is eligible, performs a commercially useful function, and the credit is permitted by the applicable DBE counting rules. CONTRACTOR remains responsible for required prompt payment, retainage release, reporting and monitoring regardless of whether a goal is assigned.

12.7 Responsibility Retained

No subcontract relieves the CONTRACTOR of any obligation under this AGREEMENT. CONTRACTOR shall be responsible to PVTa for the acts and omissions of every subcontractor as provided in Article 13.

ARTICLE 13. RESPONSIBILITY FOR ACTS OF OTHERS

13.1 Persons for Whom CONTRACTOR Is Responsible

CONTRACTOR is responsible to PVTa for the acts and omissions of its officers, employees, agents, drivers, dispatchers, reservationists, road supervisors, vehicle service personnel, the Operations Manager, the maintenance subcontractor and its personnel, and every other subcontractor, supplier, staffing agency, volunteer or person performing any portion of the work under this AGREEMENT, as if those acts and omissions were CONTRACTOR's own.

13.2 Persons for Whom CONTRACTOR Is Not Responsible

Non-dedicated and on-demand providers, including any Transportation Network Company and any non-dedicated wheelchair-accessible vehicle provider, contract directly with PVTa under Exhibit B-2. They are not subcontractors of CONTRACTOR, and CONTRACTOR is not responsible for their performance, personnel, vehicles, insurance or compensation, except as provided in Section 13.3. PVTa's General Manager is not an employee, agent or subcontractor of CONTRACTOR.

13.3 CONTRACTOR's Own Dispatch Performance

Notwithstanding Section 13.2, CONTRACTOR remains fully responsible for its own reservation, eligibility-verification, scheduling, dispatch and trip-allocation performance, including where the trip is carried by a non-dedicated provider. CONTRACTOR is responsible for the accuracy of eligibility determinations and trip data, the timely transmission and monitoring of trip assignments, adherence to PVTa's business rules, and the accessibility of each assignment. Assignment of a rider who requires a wheelchair-accessible vehicle to a non-accessible vehicle is CONTRACTOR's failure and not the provider's.

13.4 No Gap by Reason of Structure

The allocation of responsibility in this Article does not limit any obligation of CONTRACTOR under Articles 10, 11, 14 or 15, and CONTRACTOR shall not assert the hybrid broker structure as a defense to a claim arising from work CONTRACTOR performed or was required to perform.

ARTICLE 14. CIVIL RIGHTS, ADA AND PASSENGER PROTECTIONS

14.1 Compliance Covenant

CONTRACTOR shall comply with, and shall cause each subcontractor to comply with, all applicable civil rights and accessibility requirements, including Title VI of the Civil Rights Act of 1964 and 49 C.F.R. Part 21; the Americans with Disabilities Act of 1990 and 49 C.F.R. Parts 27, 37 and 38; Section 504 of the Rehabilitation Act of 1973; applicable Title VI and state-law nondiscrimination obligations and the language-assistance requirements of PVTA's adopted Language Assistance Plan; and FTA Circulars 4702.1B (Title VI) and 4710.1 (ADA), each as amended, reissued or superseded. Compliance with this Article is a material obligation of this AGREEMENT.

14.2 PVTA Policies

PVTA's adopted policies relating to reasonable modification, language access, no-show and suspension, service animals, and passenger conduct are incorporated by reference. Where a PVTA policy is more protective of riders than the minimum required by law, the PVTA policy governs. If PVTA amends a policy in a manner that materially increases CONTRACTOR's cost of performance, CONTRACTOR may request an equitable adjustment under Section 7.1; CONTRACTOR shall implement the amended policy pending resolution of the request.

14.3 Assignment of Operational Responsibilities

The responsibilities assigned to CONTRACTOR in Exhibit A, Scope of Work, Sections 5.2.1 through 5.2.10 — equivalent and nondiscriminatory service, mobility device accommodation, service animals, reasonable modifications, driver assistance, complaint intake and forwarding, language access, accessible-format rider communications, maintenance of lifts and accessibility equipment, and preservation of civil rights records — are contractual obligations under this AGREEMENT. Assignment of these responsibilities does not transfer PVTA's obligations as a federal funding recipient, and CONTRACTOR does not become a recipient by reason of this AGREEMENT.

14.4 PVTA Oversight Retained

PVTA retains authority to: set and amend rider-facing policies; determine whether a requested modification would be a fundamental alteration or an undue burden, which determination only PVTA may make; receive, investigate and resolve civil rights complaints; monitor and audit CONTRACTOR's civil rights performance; require corrective action; direct the removal of personnel from PVTA service; respond to funding-agency reviews; and make all reports and certifications to FTA, LACMTA and the member cities. These reserved authorities do not alter CONTRACTOR's assigned duties. Employment status and duties imposed by law depend on the applicable law and actual facts.

14.5 Compliance Officer, Training and Certification

CONTRACTOR shall designate an ADA and Title VI compliance officer, subject to PVTA approval, shall provide civil rights and accessibility training to all customer-contact personnel before they enter service and annually thereafter, shall certify compliance annually in a form PVTA prescribes, and shall support PVTA's Title VI Program submissions and any FTA or LACMTA review.

14.6 Cooperation With Complaints and Reviews

CONTRACTOR shall forward every complaint alleging discrimination, denial of service on the basis of disability, or failure to provide a reasonable modification to PVTA within **one (1) business day**, unredacted, and shall not investigate, resolve or close such a complaint itself. CONTRACTOR shall cooperate fully with PVTA and any investigating agency, including by producing in-vehicle video and

audio, call recordings, manifests, Platform records and personnel records, and shall not condition cooperation on confidentiality. CONTRACTOR shall notify PVRTA within one (1) business day of any inquiry, complaint or investigation by FTA, USDOT, the Department of Justice, the California Civil Rights Department or any other agency relating to PVRTA service. Retaliation against a complainant or a witness is an independent material breach.

14.7 Records

CONTRACTOR shall retain all records necessary for PVRTA's civil rights reporting for seven (7) years after the date of final payment under this AGREEMENT, or longer if required by law or by a preservation hold, notwithstanding any shorter period elsewhere in this AGREEMENT or in Exhibit A. Where Article 15.8 and this Section state different periods, the longer governs.

14.8 Remedies

In addition to all other remedies, PVRTA may require a corrective action plan; assess deductions for a failure under this Article, in an amount PVRTA determines reasonable based on the nature, severity, frequency and impact on riders of the failure; direct removal of personnel from PVRTA service; perform or procure the required action and charge the cost to CONTRACTOR; withhold amounts sufficient to cover any funding-agency penalty, disallowance or repayment; suspend service; and terminate for cause. A pattern of denials of service to riders with disabilities, or of failures to provide reasonable modifications, is grounds for termination for cause without further opportunity to cure.

14.9 Indemnity; Survival

Claims arising under this Article are subject to Article 11. This Article survives expiration or termination.

14.10 Flow-Down

CONTRACTOR shall incorporate this Article into the maintenance subcontract and every subcontract involving contact with riders or with rider data, with PVRTA as an intended third-party beneficiary.

ARTICLE 15. RECORDS, DATA, CYBERSECURITY AND AUDIT

15.1 PVRTA Data Defined

"PVRTA Data" means all data and records created, collected, captured, received, generated or maintained in connection with this AGREEMENT, including rider registration and eligibility records; reservation, scheduling and dispatch records; trip records including denials, no-shows, late cancellations and cancels at the door; manifests; GPS and telematics data; in-vehicle video and audio; call recordings and call detail records; rider messaging; complaints and their investigation files; fare and revenue records; incident and safety records; maintenance records including those held by the maintenance subcontractor; personnel, training, licensing and drug-and-alcohol program records relating to personnel in PVRTA service; invoices and supporting cost, payroll and fuel records; and all data derived from any of the foregoing.

15.2 Ownership and Permitted Use

PVRTA Data is the sole property of PVRTA. CONTRACTOR receives a limited, non-exclusive license to use PVRTA Data solely to perform this AGREEMENT, for the term only. CONTRACTOR shall make no secondary use of PVRTA Data, including marketing, product development, benchmarking, research, resale or the training of machine learning or generative artificial intelligence models, and de-identification or aggregation does not remove data from this Section. CONTRACTOR has no lien on, and no right to

retain, PVTA Data for any reason. All reports, analyses and other work products prepared under this AGREEMENT are works made for hire and are assigned to PVTA.

15.3 Platform Access

PVTA holds the software-as-a-service agreement for the Platform and licenses it to CONTRACTOR for use in PVTA service only. CONTRACTOR acquires no right, title or interest in the Platform. All data in the Platform is PVTA Data. PVTA retains unrestricted administrator-level access, including bulk export, reporting and user administration, without CONTRACTOR's consent. CONTRACTOR shall not maintain a shadow or offline system of record, and shall not conduct PVTA business through personal devices or personal accounts. CONTRACTOR shall disclose in writing before the commencement of service every CONTRACTOR system holding PVTA Data — including telephone and call recording systems, cameras, maintenance management systems, timekeeping systems, contractor performance dashboards and mobile data terminals — and shall grant PVTA equivalent access to each.

15.4 Source Data, Not Summary Reports

Reports required by Exhibit A, Scope of Work, Section 6 are summaries and do not discharge CONTRACTOR's obligation to furnish source data. On request, CONTRACTOR shall furnish transaction-level source data in CSV, JSON or a direct database or API extract, with a data dictionary and record layouts, and not solely as PDF or image files. Invoices shall be supported by trip-level, repair-order, fuel, payroll and fare records. PVTA may withhold payment for source data not furnished. Where a deduction or incentive depends on data held by CONTRACTOR, PVTA's calculation from source data governs.

15.5 Cybersecurity Safeguards

CONTRACTOR shall maintain a written information security program aligned to the NIST Cybersecurity Framework or ISO/IEC 27001, including: encryption of PVTA Data in transit and at rest; multi-factor authentication and least-privilege access; deprovisioning of departing personnel within twenty-four (24) hours; patch management and endpoint protection; tested backups and disaster recovery; annual security awareness training; retention of access and security logs for **twelve (12) months**; storage of and access to PVTA Data within the United States only; flow-down of these requirements to vendors; and media sanitization in accordance with NIST SP 800-88. CONTRACTOR shall not place PVTA Data in personal accounts or on personal devices and shall not submit PVTA Data to any generative artificial intelligence service without PVTA's prior written approval. PVTA may require a SOC 2 Type II report or an independent third-party assessment at CONTRACTOR's expense.

15.6 Security Incidents and Breach Notification

CONTRACTOR shall notify PVTA within **twenty-four (24) hours** of discovering any actual or suspected security incident affecting PVTA Data, without waiting to complete its investigation, and shall provide a written report within five (5) business days. CONTRACTOR shall investigate, contain and remediate at its expense and shall preserve all evidence. PVTA controls all notifications to affected individuals, the Attorney General, funding agencies and the public; CONTRACTOR shall coordinate notices with PVTA and obtain approval where legally permissible. Nothing in this provision delays or prevents a notice independently required of CONTRACTOR by law; if a legal deadline prevents prior approval, CONTRACTOR shall give PVTA contemporaneous notice and cooperate on the response. CONTRACTOR shall bear the cost of forensic investigation, notification, call center support, credit monitoring, regulatory fines and penalties, and PVTA's reasonable costs. This obligation is contractual and is not limited by the availability, scope, sublimits, exhaustion or denial of any insurance, including exclusions for regulatory fines. Obligations under California Civil Code sections 1798.29 and 1798.82 apply in addition to, and not instead of, this Section.

15.7 Confidentiality and Privacy

CONTRACTOR shall treat rider data as confidential, limit access to personnel with a need to know, and obtain signed confidentiality acknowledgments. CONTRACTOR shall notify PVTA at least **one (1) business day** before producing any PVTA Data in response to subpoena or other legal process, and PVTA is the responder of record for California Public Records Act requests. CONTRACTOR shall not use rider contact information for marketing. In-vehicle video and audio may be used only for safety, incident investigation, training and oversight. No rider may be required to waive privacy rights or accept CONTRACTOR's terms of service as a condition of PVTA service.

15.8 Record Retention and Preservation

CONTRACTOR shall retain PVTA Data and all records supporting performance and payment for **seven (7) years after the date of final payment** under this AGREEMENT, or longer where required by law, by a funding agency, or by a preservation hold, and the longer period governs over any shorter period stated in Exhibit A. In-vehicle video shall be retained **thirty (30) days** and indefinitely once identified as incident-related; call recordings **ninety (90) days**; access and security logs **twelve (12) months**. On notice of a claim, complaint, investigation, audit or litigation, CONTRACTOR shall immediately suspend automatic deletion, confirm the hold in writing within two (2) business days, and preserve the affected records until PVTA releases the hold. No record shall be destroyed at the end of a retention period without PVTA's written authorization.

15.9 Audit and Access

PVTA and its designees and auditors, the Los Angeles County Metropolitan Transportation Authority, the Federal Transit Administration, the U.S. Department of Transportation and its Inspector General, the Comptroller General of the United States, the State Controller and Caltrans may examine, audit, copy and take extracts from all records relating to this AGREEMENT, announced or unannounced, at any location where records are kept, including interviews of personnel and direct read access to systems holding PVTA Data. CONTRACTOR shall respond to a records request within **ten (10) business days**. CONTRACTOR shall repay any overpayment within thirty (30) days of demand, and PVTA may offset. Where an audit discloses an error exceeding **five percent (5%)** of the amount audited, CONTRACTOR shall bear the cost of the audit. CONTRACTOR shall reimburse PVTA for any repayment, disallowance or penalty a funding agency imposes by reason of CONTRACTOR's misreporting. CONTRACTOR shall require the same rights of every subcontractor, and no subcontract or terms of service may restrict them.

15.10 Data Portability at Termination

Upon expiration or termination for any reason, upon PVTA's request at any time, and as part of the transition obligations in Article 17, CONTRACTOR shall deliver to PVTA or a successor PVTA designates all PVTA Data in a complete, usable, machine-readable and non-proprietary format, with a data dictionary, record layouts, code and value lists, and any documentation necessary to use the data, within **fifteen (15) calendar days** of request and at no additional cost. CONTRACTOR shall not deliver PVTA Data solely in a proprietary format, in a format readable only with CONTRACTOR's software, or as images or PDF files of records that exist in structured form. After PVTA confirms in writing that it has received a complete and usable copy, CONTRACTOR shall securely destroy or return all remaining copies and certify destruction in writing.

15.11 No Withholding of PVTA Data

CONTRACTOR shall not withhold, suspend, degrade or condition PVTA's access to PVTA Data, the Platform or any system holding PVTA Data for any reason, including a dispute over payment, and expressly waives any right to do so. The Parties agree that a failure to deliver or a withholding of PVTA

Data would cause PVTa irreparable harm for which damages are an inadequate remedy, and PVTa is entitled to specific performance and injunctive relief without bond, together with its reasonable attorneys' fees in obtaining that relief. CONTRACTOR shall flow this Section down so that no subcontractor may withhold PVTa Data.

15.12 Platform Outage

The Platform is supplied by PVTa. Where the Platform is unavailable, CONTRACTOR shall notify PVTa within thirty (30) minutes, operate documented manual fallback procedures, log the outage and the affected trips, and reconcile manual records into the Platform within **two (2) business days**. The affected period shall be excluded from measurement under Exhibit A, Scope of Work, Section 3.3 only where CONTRACTOR complied with this Section and did not cause or worsen the failure. An outage does not excuse CONTRACTOR from providing service, from its obligations under Article 14, or from recordkeeping.

15.13 Remedies; Survival

The obligations of this Article survive expiration or termination. A breach of Section 15.10 or 15.11 is a material breach and grounds for termination for cause without further opportunity to cure.

ARTICLE 16. DEFAULT, TERMINATION AND EMERGENCY SERVICE

16.1 Events of Default

Each of the following is an event of default:

1. failure to commence service on the date required by Section 9.4;
2. abandonment, suspension or material curtailment of service;
3. a pattern of failure to meet the service standards in Exhibit A, Scope of Work, Section 3.3, or deductions exceeding **\$5,000** of the monthly invoice in any three (3) months within a rolling twelve-month period;
4. operation of a vehicle in an unsafe or Out-of-Service condition, or a failure to remove an unsafe vehicle from service;
5. failure of the maintenance subcontract, including failure to maintain an approved subcontractor, failure to replace a subcontractor PVTa has rejected within the period stated in Section 5.3.4, or a lapse in preventive maintenance intervals or road call response;
6. failure to procure or maintain insurance required by Article 10;
7. a pattern of denials of service to riders with disabilities, failures to provide reasonable modifications, or other violations of Article 14;
8. breach of 49 C.F.R. Part 26, which the Request for Proposals declares a material breach;
9. failure to deliver PVTa Data, or withholding of PVTa Data or system access, in breach of Article 15;
10. a material security incident caused by CONTRACTOR's failure to maintain the safeguards required by Section 15.5;
11. failure to pay wages or benefits to personnel performing work under this AGREEMENT, or a final determination of a wage-and-hour violation affecting that personnel;
12. suspension, debarment or exclusion of CONTRACTOR or a subcontractor from federally assisted contracts, or loss of a license or permit necessary to perform;
13. insolvency, receivership, assignment for the benefit of creditors, or the filing of a bankruptcy petition not dismissed within sixty (60) days;

14. assignment or change of control without consent under Section 12.5;
15. any deficiency in meeting the stated reporting requirements as defined in this agreement and/or statements of work; or
16. any other material failure to perform an obligation of this AGREEMENT.

16.2 Notice, Cure and Termination for Cause

Subject to the public-hearing and other applicable requirements of Labor Code section 1074 for a termination under that section, PVTa may give written notice of default specifying the failure and a cure period of ten (10) calendar days, or such a longer period as PVTa states. If the failure is not cured within the period stated, PVTa may terminate for cause in whole or in part by written notice. No cure period is required for a default under Section 16.1(2), (4), (6), (9), (12) or (13), for a default presenting an immediate risk to safety, or for a repetition within twelve (12) months of a default previously noticed and cured.

16.3 Termination for Convenience

PVTa may terminate this AGREEMENT in whole or in part for its convenience upon **sixty (60)** days' written notice. CONTRACTOR shall be paid for services satisfactorily performed through the effective date, plus reasonable, documented, unavoidable wind-down costs directly attributable to the termination, and the unamortized balance of any approved start-up cost. CONTRACTOR shall not be paid anticipated profit on unperformed work, and shall have no claim for lost opportunity or consequential damages.

16.4 Loss or Reduction of Funding

If funds are not appropriated, a grant is reduced, withdrawn, suspended or not renewed, or a member city reduces or withdraws its contribution, PVTa may terminate this AGREEMENT in whole or in part, or reduce the level of service and the corresponding compensation proportionally, upon **thirty (30)** days' written notice. A reduction under this Section is not subject to the twenty percent (20%) limitation in Section 7.2 and does not entitle CONTRACTOR to an equitable adjustment beyond the proportional reduction. PVTa shall pay for services performed through the effective date.

16.5 Regulatory Requirement or Change in Law

PVTa may terminate or modify this AGREEMENT to the extent required by a change in federal, state or local law or regulation, or by a direction of a funding agency, upon written notice, with an equitable adjustment limited to CONTRACTOR's documented, unavoidable costs.

16.6 Force Majeure

Neither Party is liable for a failure to perform caused by an event beyond its reasonable control that it could not have avoided by reasonable diligence, including natural disaster, epidemic, war, terrorism and governmental order. Labor disputes involving CONTRACTOR's own workforce, and the acts or omissions of CONTRACTOR's subcontractors, are expressly excluded. The affected Party shall give notice within twenty-four (24) hours and shall resume performance as soon as practicable. If a force majeure condition prevents substantial performance for more than **thirty (30)** consecutive days, PVTa may terminate without liability beyond payment for services performed.

16.7 Safety Suspension

PVTa may suspend all or part of the service, or direct the removal of a vehicle, a driver or other personnel from PVTa service, immediately and without prior notice, where PVTa determines that continued performance presents a risk to the safety of riders, personnel or the public or for any other

reason PVTA determines and/or warrants immediate removal or suspension. A suspension under this Section is not a termination for convenience and does not entitle CONTRACTOR to compensation for suspended service.

16.8 Failure to Meet Transition Milestones

PVTA may terminate this AGREEMENT before the commencement of service if CONTRACTOR fails to meet the milestones of the approved transition plan, fails the go/no-go operational readiness review under Section 9.4, or fails to demonstrate readiness to commence service on July 1, 2027. PVTA may recover its excess costs of obtaining the service elsewhere and may draw on any performance security then required.

16.9 Emergency Procurement, Temporary Replacement Service and Self-Help

Upon a default, a safety suspension, an abandonment or curtailment of service, or a termination, PVTA may procure substitute service from any source, including its non-dedicated and on-demand providers, using a procurement method permitted by applicable law; any noncompetitive emergency procurement shall be limited to the scope and period justified by the emergency, documented in the procurement record, and consistent with 2 C.F.R. section 200.320(c) where applicable; may take immediate possession of PVTA and City of Claremont vehicles, keys, fare media, records, telephone numbers and Platform access; and may perform or procure any obligation CONTRACTOR has failed to perform. The excess cost of substitute service and self-help, including PVTA's administrative costs, shall be charged to CONTRACTOR and may be offset against any amount due.

16.10 Partial Termination

PVTA may terminate this AGREEMENT as to one or more service components or functions while continuing the remainder, with a proportional adjustment to the Fixed Monthly Rate determined from CONTRACTOR's Cost Proposal cost elements.

16.11 Obligations on Termination

On any termination or expiration, CONTRACTOR shall continue to perform through the effective date without degradation of service; shall perform the transition-out obligations in Article 17 and Exhibit A, Scope of Work, Section 7.0 regardless of the reason for termination; shall return all PVTA and City of Claremont vehicles, equipment, radios, keys, fare media and materials in the condition required by Exhibit A, Scope of Work, Section 4.5; and shall deliver all PVTA Data under Article 15.10. These obligations are not conditioned on payment of any disputed amount.

16.12 Remedies Cumulative; Conversion

PVTA's remedies are cumulative and in addition to those available at law or in equity. If a termination for cause is later determined to have been improper, the termination shall be treated as a termination for convenience under Section 16.3 as of the same effective date, and that treatment is CONTRACTOR's sole and exclusive remedy.

ARTICLE 17. TRANSITION AND CONTINUITY OF SERVICE

17.1 Incorporation

Exhibit A, Scope of Work, Section 7.0 (Service Transition) is incorporated into this AGREEMENT and its requirements are material obligations. The transition plan approved by PVTA is incorporated by reference, and adherence to its milestones and resource commitments is a measure of contract compliance.

17.2 Continuity Is of the Essence

PVTA's riders are seniors and persons with disabilities for whom these services are, in many cases, the only available transportation to them. Continuity of service is of the essence of this AGREEMENT. CONTRACTOR shall perform in full during any dispute, claim or negotiation and shall not withhold, suspend, degrade or condition service, data, records or system access as leverage, and shall not engage in or permit any work stoppage, slowdown or lockout affecting PVTA service.

17.3 Transition-In

CONTRACTOR shall submit the implementation plan required by Exhibit A, Scope of Work, Section 7.2 within **fifteen (15)** calendar days after notice to proceed, addressing vehicles and vehicle readiness; facilities and any depot or hub arrangement; staffing and the employee-retention obligations of California Labor Code sections 1070 through 1074; driver and dispatcher training and qualification including GPPV requirements and DMV Pull Notice enrollment; the drug-and-alcohol testing program and consortium enrollment; technology integration including in-vehicle equipment and Platform access and training; data conversion and transfer of rider, eligibility and subscription-trip records; telephone systems and call-center readiness; permits, licenses and business registrations; insurance certificates and endorsements; approval and readiness of the maintenance subcontractor; and end-to-end service testing and the documented go/no-go operational readiness review. Each element shall identify a responsible individual, a milestone date, dependencies and evidence of completion. The approved transition plan shall be incorporated into this agreement.

17.4 Missed Milestones

PVTA may assess a deduction of **\$1,000** for each missed transition milestone. Failure of readiness is a ground for termination under Section 16.8.

17.5 Employee Retention

CONTRACTOR's retention declaration submitted with its proposal under California Labor Code section 1072(a) is incorporated into this AGREEMENT. If CONTRACTOR made the qualifying commitment, it shall retain the covered employees of the prior contractor and subcontractors for at least ninety (90) days, subject only to section 1072(c). It shall issue each employee to be retained a written employment offer allowing at least ten (10) days for acceptance. Nonretention requires reasonable and substantiated cause of the kind allowed by section 1072(c)(2). Any staffing reduction shall retain qualified employees by seniority within job classification; lawful licensing and hiring qualifications may be required. No partial commitment excluding otherwise covered employees satisfies the commitment. Section 1072 does not itself require identical wages or benefits, but other applicable law, collective bargaining obligations and applicable federal labor-protection requirements remain effective. The RFP applies the qualifying commitment as ten (10) added points to a 100-point base, with a maximum of 110 points; that evaluation preference does not change compensation under this AGREEMENT.

When PVTA announces a successor procurement, CONTRACTOR shall, within a reasonable time, provide PVTA the employee counts, wage rates, benefits and job classifications required by Labor Code section 1072(c)(1), and shall make that information available in writing to each entity PVTA identifies as a bona fide bidder at least thirty (30) days before bids or proposals are due. If the successor contract is awarded to a new contractor, CONTRACTOR shall securely provide that successor the names, addresses, dates of hire, wages, benefit levels and job classifications of the covered employees. CONTRACTOR shall obtain the necessary information from its subcontractors and include these duties in covered subcontracts. Employee-specific information shall be disclosed only to authorized recipients and protected as required by law. Statutory employee remedies under section 1073 are preserved; termination

under section 1074 requires its public-hearing procedure. Other applicable statutory and contractual notice and cure provisions remain effective.

17.6 Transition-Out

Beginning **ninety (90)** days before expiration, or immediately upon notice of termination, and continuing for up to **sixty (60)** days after the effective date as PVRTA directs, CONTRACTOR shall designate a transition manager, participate in weekly transition meetings, and at the rates in effect at expiration: continue service without degradation; deliver all PVRTA Data and records under Article 15.10; deliver all maintenance files held by the maintenance subcontractor; return all PVRTA and City of Claremont vehicles, equipment, radios, keys, fare media and materials in the condition required by Exhibit A, Scope of Work, Section 4.5; transfer or release all PVRTA telephone numbers and call-routing arrangements; provide employee rosters and wage and classification information to PVRTA and any successor as permitted by law; cooperate in the successor's recruitment and training; and participate in joint transition planning.

17.7 No Lien, No Retention, No Impediment

CONTRACTOR has no lien on and no right to retain PVRTA property, PVRTA Data, records or telephone numbers, and shall not condition their return on payment of any amount, disputed or otherwise. CONTRACTOR shall not impede a successor's recruitment of transitioning personnel and shall not enforce any non-solicitation, non-compete or similar restriction against an employee transitioning to PVRTA or to a successor.

17.8 Withholding as Security

PVRTA may withhold the final month's payment until CONTRACTOR has completed its transition-out obligations to PVRTA's written satisfaction.

17.9 Flow-Down; Survival

CONTRACTOR shall incorporate this Article into the maintenance subcontract and every subcontract holding PVRTA Data or PVRTA property, with PVRTA as an intended third-party beneficiary. This Article survives expiration or termination.

ARTICLE 18. FEDERAL AND STATE REQUIREMENTS

18.1 Attachment 1, Federal Contract Clauses, is incorporated into this AGREEMENT. Each federal clause and certification applies according to its governing statute, regulation, funding source, contract type, dollar threshold and required lower-tier reach; CONTRACTOR shall flow down each applicable clause to the required tiers. The applicable grant and pass-through agreements and incorporated FTA Master Agreement govern federal-award conditions, and FTA Circular 4220.1G supplies current third-party contracting guidance; a circular does not independently expand a statute or regulation. A mandatory federal requirement controls a conflict. Changes shall be documented under the AGREEMENT's change procedure to the extent permitted by law.

18.2 This AGREEMENT is subject to the financial assistance agreements between PVRTA and the Los Angeles County Metropolitan Transportation Authority and between the City of Claremont and the U.S. Department of Transportation, and to all applicable FTA regulations and circulars. Certain vehicles were acquired with FTA and Section 5310 funds and are subject to the requirements applicable to those funds, including the reporting requirements of Exhibit A, Scope of Work, Section 6.8.

18.3 CONTRACTOR shall comply with the drug and alcohol testing requirements of 49 C.F.R. Parts 40 and 655, the DMV Pull Notice program, California Highway Patrol requirements for General Public Paratransit Vehicles, and all other applicable federal, state and local laws, regulations, licenses and permits. PVTA will provide vehicle licenses and registration.

18.4 CONTRACTOR shall not lobby with funds under this AGREEMENT, shall maintain a drug-free workplace, and shall comply with the certifications submitted with its proposal, including those regarding lobbying, debarment and suspension, the Drug-Free Workplace Act, telecommunications and video surveillance equipment under Section 889 of the FY2019 NDAA, and tax liability and felony convictions.

ARTICLE 19. GENERAL PROVISIONS

19.1 Notices

All notices shall be in writing and delivered personally, by overnight courier, or by email with confirmed receipt followed by mailed copy, to the addresses stated below or as either Party may designate in writing. Notice is effective on delivery.

PVTA: Pomona Valley Transportation Authority, Attn: Chief Executive Officer, Address, Email

CONTRACTOR: Name, Attn: Title, Address, Email

19.2 Governing Law and Venue

This AGREEMENT is governed by the laws of the State of California, without regard to conflict-of-laws principles. Venue for any action lies in the Superior Court of California, County of Los Angeles.

19.3 Disputes

The Parties shall attempt in good faith to resolve disputes through negotiation between the PVTA CEO and CONTRACTOR's senior project executive. Pending resolution of any dispute, CONTRACTOR shall proceed diligently with performance as directed by PVTA. A claim for money shall be presented in accordance with the Government Claims Act where applicable.

19.4 Conflict of Interest

CONTRACTOR shall not employ, retain or compensate any PVTA officer, employee or member-city official in connection with this AGREEMENT, and shall disclose promptly any actual, apparent or potential organizational conflict of interest arising during performance, including any relationship with a non-dedicated or on-demand provider, the Platform vendor, or a prospective proposer on a future PVTA procurement.

19.5 Nondiscrimination in Employment

CONTRACTOR shall not discriminate against any employee or applicant on any basis protected by federal or state law and shall comply with all applicable equal employment opportunity requirements.

19.6 Public Records

CONTRACTOR acknowledges that records relating to this AGREEMENT may be subject to the California Public Records Act. CONTRACTOR shall clearly mark material it contends is exempt and shall state the basis; a blanket designation is ineffective. PVTA is the responder of record and will determine disclosure. If CONTRACTOR objects to disclosure, CONTRACTOR shall at its sole expense defend and indemnify PVTA in any action seeking disclosure and shall bear any award of costs or fees.

19.7 Severability, Waiver, Headings, Counterparts

If any provision is held invalid, the remainder continues in effect. No waiver is effective unless in writing, and no waiver of one breach waives another. Headings are for convenience only. This AGREEMENT may be executed in counterparts and by electronic signature.

19.8 Entire Agreement; Amendment

This AGREEMENT, with the documents incorporated by Article 6, is the entire agreement of the Parties. It may be amended only as provided in Section 7.1.

19.9 Authority

Each person signing below warrants that he or she is authorized to bind the Party for which he or she signs.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the date first written above.

POMONA VALLEY
TRANSPORTATION AUTHORITY

By: _____
Name: _____
Title: Chief Executive Officer
Date: _____

CONTRACTOR

By: _____
Name: _____
Title: _____
Date: _____
Federal Tax ID: _____

APPROVED AS TO FORM

By: _____ PVTA General Counsel

EXHIBITS AND ATTACHMENTS

Document	Title
Exhibit A	PVTA Request for Proposals, including the Scope of Work dated September 2026 and all Addenda
Attachment 1	Federal Contract Clauses
Attachment 2	2.1 Certification Regarding Lobbying 2.2 Certification for Suspension and Debarment 2.3 Drug-Free Workplace Certification 2.4 Telecommunications Certification 2.5 Certification for Tax Liability and Recent Felony Convictions
Attachment 3	Incumbent Contractor Employee Information
Attachment 4	PVTA Fleet Schedule and Equipment List
Exhibit B-2	Agreement for Non-Dedicated and On-Demand Transportation Services (reference only; CONTRACTOR is not a party)
Exhibit C	CONTRACTOR'S Proposal, Cost Proposal Form and Best and Final Offer

EXHIBIT B-2

DRAFT AGREEMENT (NON-DEDICATED / ON-DEMAND SERVICES) PVTA REQUEST FOR PROPOSALS — TRANSPORTATION SERVICES

AGREEMENT FOR NON-DEDICATED AND ON-DEMAND TRANSPORTATION SERVICES BETWEEN CONTRACTOR AND POMONA VALLEY TRANSPORTATION AUTHORITY

This AGREEMENT for non-dedicated and on-demand transportation services is made and entered into this ____ day of _____, 2027, by and between the Pomona Valley Transportation Authority, a joint powers authority, hereinafter referred to as “PVTA,” and _____, hereinafter referred to as “CONTRACTOR.” PVTA and CONTRACTOR are each a “Party” and together the “Parties.”

WITNESSETH

WHEREAS, PVTA has adopted a hybrid broker delivery model under which trip requests are allocated across a dedicated fleet supplied by PVTA and the City of Claremont and one or more non-dedicated fleets, through a mobility broker software-as-a-service platform licensed and controlled by PVTA; and

WHEREAS, PVTA requires non-dedicated on-demand transportation capacity, including wheelchair-accessible vehicle capacity, to perform overflow, and same-day demand-response trips in support of the Get About, Ready Now, Claremont Dial-a-Ride and San Dimas Dial-a-Cab programs; and

WHEREAS, PVTA contracts separately and directly with a dedicated operations contractor under Exhibit B-1, which performs reservations, scheduling and dispatch on the Platform, and CONTRACTOR is not a subcontractor of that contractor and that contractor is not a prime contractor over CONTRACTOR; and

WHEREAS, CONTRACTOR supplies its own vehicles, drivers, maintenance and insurance and is compensated on a per-passenger-trip basis at fully loaded rates; and

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

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

ARTICLE 1. COMPLETE AGREEMENT

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

1.2 Scope of this AGREEMENT. This AGREEMENT governs non-dedicated on-demand services only. PVTA’s agreement with the dedicated operations contractor under Exhibit B-1, PVTA’s agreements with any other non-dedicated on-demand CONTRACTOR, and PVTA’s arrangement for a General Manager,

are separate agreements to which CONTRACTOR is not a party and under which CONTRACTOR acquires no rights.

1.3 No prime-subcontractor relationship. CONTRACTOR contracts directly with PVTA. CONTRACTOR is not a subcontractor of the dedicated operations contractor, and the dedicated operations contractor is not a prime contractor over CONTRACTOR. Where CONTRACTOR has offered a partnered arrangement that PVTA has accepted and documented in this AGREEMENT, CONTRACTOR is the contract-holding entity and remains fully responsible to PVTA for the performance of every entity performing under this AGREEMENT.

ARTICLE 2. PVTA DESIGNEE

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

2.2 PVTA is responsible for administering this AGREEMENT and for monitoring and evaluating service performance. PVTA may designate its General Manager or another designee to act for PVTA in the administration of this AGREEMENT, and shall identify its designee in writing.

2.3 The dedicated operations contractor performs reservation, scheduling, dispatch and trip-allocation functions on PVTA's behalf under Exhibit B-1. Direction given to CONTRACTOR by that contractor within the scope of those functions is given on PVTA's behalf, but that contractor has no authority to amend this AGREEMENT, to waive any requirement, to approve an invoice, or to direct CONTRACTOR outside the scope of trip assignment and service coordination.

ARTICLE 3. ENGAGEMENT OF CONTRACTOR

PVTA hereby engages CONTRACTOR and CONTRACTOR agrees to perform the non-dedicated on-demand transportation services described in Article 5 and in Exhibit A, Scope of Work, Sections 3.1.2, 3.2.6 and 3.2.8, using vehicles and drivers supplied by CONTRACTOR, in accordance with trip assignments transmitted through the PVTA-provided Platform.

ARTICLE 4. INDEPENDENT CONTRACTOR

4.1 CONTRACTOR'S relationship to PVTA in performance of this AGREEMENT is that of an independent contractor. Personnel performing services under this AGREEMENT shall at all times be under CONTRACTOR'S exclusive direction and control and shall not be employees of PVTA. CONTRACTOR shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports and obligations respecting them, including social security, income tax withholding, unemployment compensation and workers compensation insurance.

4.2 Where CONTRACTOR engages drivers as independent contractors rather than employees, CONTRACTOR is solely responsible for the lawfulness of that classification under federal and California law and for all consequences of a determination that the classification was incorrect, including wages, benefits, taxes, penalties and interest, and shall indemnify PVTA under Article 11 for any claim arising from that classification. CONTRACTOR shall disclose its driver engagement model in its proposal and shall notify PVTA before changing it.

4.3 PVRTA's oversight, inspection, approval and corrective-action rights are reserved to verify performance. CONTRACTOR remains responsible for its personnel and means and methods. The Parties intend an independent-contractor relationship; this provision does not conclusively determine employment status, eliminate a duty imposed by law, or predetermine fault arising from actual conduct.

ARTICLE 5. SCOPE OF SERVICES

The SCOPE OF WORK is set forth in Exhibit A entitled "PVRTA TRANSPORTATION SERVICES; SCOPE OF WORK" dated September 2026. CONTRACTOR warrants that its proposal and its Best and Final Offer are in full compliance with the Request for Proposals, that representations made by it are true, and that it is bound by them.

5.1 Services and Estimated Service Levels

CONTRACTOR shall perform the trips assigned to it through the Platform in the following service components, as identified in Exhibit C, CONTRACTOR'S Cost Proposal, and as awarded by PVRTA:

Service	Description	Estimated Annual Passenger Trips
Get About Overflow	Trips originating in the Get About program and allocated to non-dedicated capacity under PVRTA's business rules. Advance-reservation and same-day.	200-1,000
Get About "Ready Now"	Same-day, immediate-response shared-ride premium service for eligible Get About riders within the Get About service area; advance booking also permitted. Federally assisted.	10,000
Claremont Dial-a-Ride	General public, shared-ride, on-demand dial-a-ride within the City of Claremont and PVRTA-approved destinations outside Claremont designated by the City. Operates 7:00 a.m. to 8:00 p.m., seven days per week. Federally assisted.	17,000
San Dimas Dial-a-Cab	General public, shared-ride, on-demand dial-a-ride within the City of San Dimas and the extended boundaries and approved medical destinations described in Exhibit A. Operates 7:00 a.m. to 8:00 p.m., seven days per week.	7,000

CONTRACTOR shall state in Exhibit C whether it offers **ambulatory service only, wheelchair-accessible vehicle (WAV) service only, or both**, and shall price each separately. A CONTRACTOR offering WAV service shall state the number of accessible vehicles it will make available within the service area and the hours of that availability.

Service volumes are estimates based on historical experience, provided for proposal preparation and evaluation only. They are not a guarantee of any minimum or maximum level of service, trips or

compensation, and actual volumes may vary materially with demand, funding, and PVTA business rules. Get About Overflow is a new service structure; its volume will be analyzed monthly to remain within budget.

5.2 Division of Responsibility

(a) **CONTRACTOR** is responsible for: supplying and maintaining all vehicles used in the service; recruiting, qualifying, training, licensing, permitting and supervising all drivers; accepting and performing trips assigned through the Platform; on-time performance and service quality on the trips it performs; passenger assistance and, where applicable, mobility-device securement; fare collection where PVTA directs; incident, accident and complaint reporting and cooperation in investigation; ADA and Title VI compliance on the trips it performs; drug and alcohol testing where required; insurance; and data and reporting for the trips it performs.

(b) **PVTA** licenses and controls the Platform, sets the fare policy, the trip-allocation business rules and the algorithm settings, and retains executive program management, performance monitoring, safety oversight and reporting to member cities and funding agencies. PVTA retains ultimate oversight authority over every function described in this Section notwithstanding any delegation.

(c) **The dedicated operations contractor coordination**, under Exhibit B-1, maintains the reservation line, verifies rider eligibility from PVTA client data, schedules trips through the Platform, allocates trips among CONTRACTORS in accordance with PVTA's business rules, and coordinates with CONTRACTOR to resolve service issues. CONTRACTOR shall work directly with that dedicated contractor on trip assignment and issue resolution.

5.3 Vehicles, Maintenance and Fuel — CONTRACTOR-Supplied

5.3.1 CONTRACTOR shall supply, at its sole cost, all sedans, minivans, wheelchair-accessible vehicles and other vehicles used to perform this AGREEMENT. PVTA and City of Claremont vehicles are assigned to the dedicated operations contractor and are not available to CONTRACTOR under this AGREEMENT. Should PVTA later determine to make PVTA or City of Claremont vehicles available to a non-dedicated CONTRACTOR under Exhibit A, Scope of Work, Section 2.3.1, it shall do so only by written amendment executed under Section 7.1, which shall state the applicable rate adjustment, maintenance arrangement and insurance requirements.

5.3.2 CONTRACTOR shall maintain every vehicle used in PVTA service in a safe, clean, sound and lawful operating condition, in accordance with the manufacturer's recommended preventive maintenance requirements and all applicable federal and state requirements, including California Highway Patrol requirements applicable to the class of vehicle and service operated. Wheelchair lifts, ramps, securement systems and air conditioning shall be maintained in operative condition at all times, and CONTRACTOR shall comply with 49 C.F.R. sections 37.161 and 37.163. A vehicle with an inoperative lift, ramp or securement system shall not be placed in PVTA service.

5.3.3 No pass-through and no reimbursable costs. CONTRACTOR's vehicles, maintenance, parts, tires, fuel, insurance, licensing, technology, communications and all other costs of performance are CONTRACTOR's sole expense and are recovered solely through the per-passenger-trip rates in Article 8. **There is no pass-through cost, cost reimbursement, fuel adjustment, fixed fee, monthly minimum, deadhead payment, wait-time payment or start-up payment of any kind under this AGREEMENT** except as expressly stated in Section 8.1. The maintenance pass-through under Exhibit B-1 applies only to PVTA-owned and City of Claremont vehicles and has no application to CONTRACTOR.

5.3.4 CONTRACTOR shall make vehicles available for inspection by PVTA or its designee upon reasonable notice, and shall furnish vehicle lists, registrations, inspection records and maintenance records for vehicles used in PVTA service on request under Article 15.

5.4 Drivers

5.4.1 CONTRACTOR shall ensure that every driver performing PVTA service holds a valid California driver's license of the required class and any permit or certificate required for the service and vehicle operated, including a California Highway Patrol General Public Paratransit Vehicle certificate where applicable; is enrolled in the DMV Employer Pull Notice program or an equivalent PVTA-approved monitoring program; has passed a criminal background check and pre-service physical; and has completed training in passenger assistance, sensitivity and disability awareness, mobility-device securement where the driver operates an accessible vehicle, defensive driving, emergency and accident procedures, and PVTA service policies.

5.4.2 CONTRACTOR shall comply with the drug and alcohol testing requirements of 49 C.F.R. Parts 40 and 655 with respect to all safety-sensitive personnel performing service supported by federal funds, and shall furnish its testing program, consortium enrollment and annual MIS reports to PVTA.

5.4.3 CONTRACTOR shall remove from PVTA service, immediately upon PVTA's written direction, any driver or other person PVTA determines presents a risk to the safety of riders, personnel or the public, or who has engaged in conduct inconsistent with this AGREEMENT. Removal from PVTA service is not a direction regarding that person's employment by CONTRACTOR.

5.5 Platform Use and Coordination

5.5.1 CONTRACTOR shall receive and perform trip assignments through the PVTA-provided Platform and shall maintain the integration, application access, or driver application required by PVTA at CONTRACTOR's expense. CONTRACTOR shall not accept a PVTA trip outside the Platform, shall not solicit PVTA riders for trips outside the Platform, and shall not divert a PVTA rider to CONTRACTOR's own consumer service.

5.5.2 CONTRACTOR shall transmit through the Platform, in real time where the Platform provides for it, trip acceptance, driver and vehicle assignment, arrival, pick-up, drop-off, no-show, cancellation and completion events, and vehicle location, in the form and at the frequency PVTA requires.

5.5.3 CONTRACTOR shall meet the acceptance-rate and response-time standards stated in Exhibit A, Scope of Work, Section 3.3 as applied to non-dedicated CONTRACTORS. CONTRACTOR shall attend the biweekly performance review meetings required by that Section.

5.5.4 CONTRACTOR shall coordinate directly with the dedicated operations contractor to resolve issues arising in the course of service and shall not decline or return an assigned trip except as permitted by PVTA's business rules or where safety requires.

5.6 Non-Exclusivity and No Guaranteed Volume

This AGREEMENT is non-exclusive. PVTA may contract with one or more additional non-dedicated on-demand CONTRACTORS at any time, may add, remove, suspend or rebalance CONTRACTORS, and may reallocate trips among CONTRACTORS at any time in accordance with its business rules. PVTA does not guarantee any minimum number of trips, level of compensation, exclusivity or continued participation. All obligations of PVTA are subject to appropriation, grant availability and budgets authorized by the PVTA Board.

5.7 Key Personnel and Point of Contact

CONTRACTOR shall designate a contract manager and a point of contact available during all service hours, reachable directly by PVTA and by the dedicated operations contractor's dispatch. Routing of operational communication through a call center, national service desk or corporate account representative in place of direct access is not acceptable. CONTRACTOR shall notify PVTA of any change in these assignments.

ARTICLE 6. INCORPORATION BY REFERENCE; ORDER OF PRECEDENCE

6.1 Incorporated by reference into this AGREEMENT are Exhibit A entitled "PVTA REQUEST FOR PROPOSALS" dated September 2026, inclusive of the Scope of Work and all Exhibits, Attachments and Addenda; Attachment 1, Federal Contract Clauses; and Exhibit C, CONTRACTOR'S PROPOSAL, including CONTRACTOR'S Best and Final Offer dated _____.

6.2 In the event of a conflict, the order of precedence shall be: (1) the main text of this AGREEMENT; (2) Attachment 1, Federal Contract Clauses; (3) Exhibit A; and (4) Exhibit C. Where a provision of Attachment 1 is required by federal law or regulation, that provision governs over any conflicting provision.

6.3 CONTRACTOR'S standard terms are rejected. No terms of CONTRACTOR'S proposal, standard terms and conditions, terms of service, platform or application terms, rider agreement, purchase order, invoice, software license, click-through or similar document varies this AGREEMENT unless PVTA has accepted that specific provision by written amendment under Section 7.1. This applies whether the term is presented to PVTA, to a PVTA employee, to the dedicated operations contractor, or to a rider, and whether or not it is accepted electronically.

ARTICLE 7. CHANGES

7.1 Amendment

PVTA and CONTRACTOR may modify this AGREEMENT by written amendment executed by both Parties. No amendment is effective unless in writing and signed by the PVTA CEO with any Board authorization required by PVTA's procurement policy.

7.2 Minor Change

PVTA may from time to time change service area boundaries, service hours, eligibility criteria, business rules, algorithm settings, trip-allocation methodology, response-time standards and reporting requirements without amendment, and may add or remove CONTRACTORS. PVTA will give CONTRACTOR thirty (30) days' notice of a material service change, or a shorter period by mutual agreement. A change in trip volume, or in the allocation of trips among CONTRACTORS, is not a change in scope and creates no claim by CONTRACTOR.

7.3 Additional Services

PVTA may request that CONTRACTOR perform additional service components or trips beyond those awarded. CONTRACTOR shall be compensated at the applicable per-passenger-trip rate then in effect, or at a rate negotiated and stated in a written amendment where no applicable rate exists.

ARTICLE 8. PAYMENT

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

8.1 Price Formula — Per Passenger Trip

8.1.1 Per-Passenger-Trip Rates

CONTRACTOR shall be paid a firm, fixed price per passenger trip for each completed trip assigned through the Platform and performed in accordance with this AGREEMENT, at the rates stated below for the Base term period of July 1, 2027 through June 30, 2030. Thereafter, rates will be adjusted in accordance with Section 8.5, effective each July 1.

Service	Rate per passenger trip	Year 1	Year 2	Year 3
Get About Overflow	Ambulatory			
	WAV			
Get About "Ready Now"	Ambulatory			
	WAV			
Claremont Dial-a-Ride	Ambulatory			
	WAV			
San Dimas Dial-a-Cab	Ambulatory			
	WAV			

A passenger trip is any person transported on a revenue service vehicle, as defined in Exhibit A, Scope of Work, Section 1. Each passenger transported on a shared ride is a separate passenger trip. A personal care attendant traveling with an eligible rider is not a separately billable passenger trip. A companion is not a separately billable passenger trip.

The per-passenger-trip rate is fully loaded and compensates CONTRACTOR for all costs of performance, including vehicles, drivers, wages and benefits, maintenance, fuel, tires, insurance, licensing and permits, technology and communications, deadhead and positioning time, wait time within the permitted waiting period, dwell time, administration, overhead and profit.

8.1.2 No-Shows, Late Cancellations and Cancels at the Door

CONTRACTOR shall be compensated at **50% of the applicable per-passenger-trip rate** for a documented No-Show or Cancel at the Door, as those terms are defined in Exhibit A, Scope of Work, Section 1, where the driver arrived within the on-time window, waited the required five (5) minutes, contacted dispatch, and received authorization to depart. CONTRACTOR shall not be compensated for a Late Cancellation, for a trip cancelled before the vehicle was dispatched, for a trip CONTRACTOR declined or returned, or for a Missed Trip.

8.1.3 No Other Compensation

No fixed fee, monthly minimum, availability payment, surge or dynamic pricing, cancellation fee other than as provided in Section 8.1.2, wait-time charge beyond the rate, fuel surcharge, technology fee, booking fee, airport or facility fee, tolls, or pass-through of any kind is payable under this AGREEMENT. Rates shall not vary by time of day, day of week, demand or any dynamic pricing mechanism.

8.1.4 Services Not Compensated Under This AGREEMENT

Dedicated vehicle services, and reservation, scheduling and dispatch functions, are performed under Exhibit B-1 and are compensated under that agreement. CONTRACTOR shall not invoice PVRTA for any of them.

8.2 Invoicing and Payment

8.2.1 PVRTA shall compensate CONTRACTOR monthly in arrears. CONTRACTOR shall submit a monthly invoice to the PVRTA CEO within fifteen (15) calendar days after the end of the operating month, in a form approved by PVRTA, stating separately by service component the number of completed passenger trips at each applicable rate, ambulatory and WAV trips separately, no-show and cancel-at-the-door amounts, fare revenue collected as a credit under Section 8.3, and any performance deductions under Section 8.4.

8.2.2 Each invoice shall be supported by **trip-level source data** reconciling to the Platform record, including trip identifier, service component, date, scheduled and actual pick-up and drop-off times, origin and destination, vehicle and driver identifier, accessibility type, number of passengers, fare collected, and disposition. An invoice not supported by trip-level data reconciling to the Platform is not a proper invoice.

8.2.3 Where CONTRACTOR's trip record and the Platform record differ, **the Platform record governs** unless CONTRACTOR demonstrates an error in the Platform record to PVRTA's satisfaction.

8.2.4 PVRTA shall pay undisputed amounts within thirty (30) days of receipt of a complete and properly supported invoice. PVRTA may withhold any amount in dispute pending resolution, and may withhold payment for any month in which required reports or source data have not been received. Payment does not constitute acceptance or waive PVRTA's right to audit or to recover an overpayment.

8.3 Fares

All fares collected in the performance of PVRTA services are the property of PVRTA. CONTRACTOR shall collect fares in the amounts and by the methods PVRTA directs, record them daily, report them monthly, and remit them to PVRTA as a credit line item on the monthly invoice. CONTRACTOR shall not charge a rider any amount other than the PVRTA-established fare, shall not solicit or accept a surcharge, booking fee or dynamic price from a rider, and shall not accept a gratuity as a condition of service. PVRTA may change the fare policy and the method of collection on thirty (30) days' written notice.

8.4 Performance Deductions

Payments are subject to the performance deductions in Exhibit A, Scope of Work, Section 3.3 as applied to non-dedicated CONTRACTORS, applied against the monthly invoice following PVRTA's written determination under that Section. Deductions are not a penalty; the Parties acknowledge that PVRTA's actual damages from substandard performance are extremely difficult and impractical to ascertain and that the stated amounts are a reasonable estimate of the administrative and service harm PVRTA will incur. Deductions are cumulative and in addition to PVRTA's other remedies, except that PVRTA shall not recover both a deduction and actual damages for the same failure.

8.5 Price Adjustment

8.5.1 Per-passenger-trip rates of the Base term set forth in 8.1.1, shall be effective each July 1, beginning July 1, 2027 through June 30, 2030.

8.5.2 All Per-Passenger Trip rates for any Options/Extension years agreed upon, shall be based on the Personal Consumption Expenditures Excluding Food and Energy (Chain-Type Price Index) (PCEPILFE) as reported by the Federal Reserve Bank of St. Louis. The initial value shall be the most recent reported level on the date final proposals are due; thereafter, adjustments shall be based on the most recent reported level each June 1, effective July 1.

8.6 Availability of Funds

All compensation is subject to the availability and appropriation of funds, including federal and state grant funds, Los Angeles County Metropolitan Transportation Authority pass-through funds and member city contributions, and to budgets authorized by the PVTA Board. This AGREEMENT does not create a multi-year obligation of PVTA beyond funds lawfully appropriated. PVTA's remedies on a loss or reduction of funding are set forth in Section 16.4.

8.7 Audit of Payment Records

PVTA, its auditors, and any authorized representative of the Federal Transit Administration or the Los Angeles County Metropolitan Transportation Authority may examine and audit all records supporting amounts invoiced. This Section addresses payment records; Article 15 governs audit and record access generally, and in the event of a conflict Article 15 controls.

ARTICLE 9. TERM, OPTION PERIODS AND COMMENCEMENT

9.1 Initial Term

The initial term shall be thirty-six (36) months, commencing July 1, 2027 and ending June 30, 2030, unless sooner terminated under Article 16.

9.2 Option Periods

PVTA may, at its sole option, extend this AGREEMENT for up to two (2) additional one-year option periods, each commencing July 1 and ending June 30. Each option is exercisable solely by PVTA and creates no obligation to renew and no right, claim or expectancy in CONTRACTOR if an option is not exercised. An option is exercised only by written notice signed by the PVTA CEO, subject to Board authorization and appropriation, given not less than ninety (90) days before expiration of the then-current term. Rates during any option period shall be the rates then in effect, adjusted under Section 8.5.

9.3 Maximum Potential Term

The maximum potential term, including all option periods and any continuity extension under Section 9.5, is sixty (60) months plus any continuity extension, ending no later than December 31, 2032.

9.4 Commencement of Service

Services shall commence on July 1, 2027. Before that date CONTRACTOR shall complete the transition and readiness activities required by Article 17, including Platform integration and testing, driver qualification and training, vehicle readiness, delivery of insurance certificates and endorsements, and the

go/no-go readiness confirmation. PVTA's authorization to commence service is conditioned on a satisfactory readiness determination.

9.5 Continuity Extension

If, at expiration of the then-current term, PVTA has not completed a successor procurement or otherwise arranged for continued service, PVTA may extend this AGREEMENT month-to-month at the rates then in effect for up to **one hundred eighty (180) days**, by written notice given not less than thirty (30) days before expiration. CONTRACTOR shall continue to perform in full during any such extension.

9.6 Survival

Articles 10, 11, 13, 14, 15, 16, 17, 18 and 19, and Sections 8.6 and 8.7, survive expiration or termination to the extent necessary to give them effect.

ARTICLE 10. INSURANCE

10.1 General

CONTRACTOR shall procure and maintain, at its own expense and for the full term including any option or continuity extension, the insurance described in this Article, written by insurers admitted in California or otherwise acceptable to PVTA with an A.M. Best rating of not less than A- VII. This insurance is a minimum requirement and does not limit CONTRACTOR's obligations under Article 11.

10.2 Required Coverages and Limits

Coverage	Minimum Limit
Commercial General Liability	\$5,000,000 per occurrence and \$10,000,000 general aggregate, as specified in Section 10.3.
Commercial Automobile and Transportation Pollution Liability Insurance	\$10,000,000 combined single limit per accident; uninsured and underinsured motorist coverage included as specified in Section 10.3. CA 99 48 equivalent transportation-pollution coverage; separate coverage for otherwise uninsured applicable exposures. Separate pollution liability minimum: \$1,000,000 per occurrence and \$2,000,000 aggregate.
Workers' Compensation Insurance	Workers' compensation: statutory. Employers' liability: \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.
Cyber Liability	\$5,000,000 each occurrence, claim or loss, as applicable, and each \$5,000,000 aggregate.
Sexual Abuse and Molestation Insurance	\$5,000,000 each occurrence or claim, as applicable, and \$10,000,000 aggregate.
Crime Insurance	Not less than \$1,000,000 per occurrence
Excess or Umbrella Liability, following form	Primary and applicable excess may combine to RFP meet the scheduled total minimums; see Section 10.3.
Terrorism Coverage	\$5,000,000 per occurrence where commercially available; see Section 10.3

The coverage requirements below supplement this table. RFP Section III.H summarizes the same requirements. This Article controls any insurance-summary inconsistency, and no insurance amount limits contractual liability.

10.3 Specific Coverage Requirements

10.3.1 Passenger-carrying and transportation-network exposure. 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 PVRTA 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 PVRTA passenger. Uninsured and underinsured motorist coverage shall be included, and the OFFEROR shall disclose its limits and any proposed exception for PVRTA's approval before award.

10.3.2 Driver-supplied vehicles. Where CONTRACTOR performs service using vehicles owned by its drivers or by third parties, CONTRACTOR shall carry coverage at the required limits applying to those

vehicles as primary coverage for PVTA service, and shall not rely on a driver's personal automobile policy.

10.3.3 Abuse or molestation. This coverage is required and not optional, because the services are provided to seniors and persons with disabilities, including passengers who require hands-on assistance.

10.3.4 Subcontracted and affiliate capacity. Where CONTRACTOR performs any trip through an affiliate, franchisee, permittee, lessee or subcontracted carrier, the coverages required by this Article shall apply to that entity at the same limits and with the same endorsements, and CONTRACTOR shall furnish evidence before that entity performs any PVTA trip.

General liability. 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.

Professional and technology errors and omissions. 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.

Cyber and privacy. 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.

Transportation and other pollution exposures. 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.

Crime. 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. 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.

Total limits and excess coverage. 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 PVRTA. 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.

If PVRTA or City of Claremont vehicles are later furnished under Section 5.3.1, the written amendment shall adopt applicable physical-damage, loss-payee, garagekeepers and towing requirements, allocate deductibles and parking losses, and adjust compensation before those vehicles are used. No PVRTA vehicle-custody obligation is assumed under the present contractor-supplied fleet model.

10.4 Required Endorsements and Policy Provisions

Additional-insured protection shall apply to general liability, automobile liability, and applicable excess/umbrella and other liability policies where appropriate to the coverage, for PVRTA, the City of Claremont, each PVRTA 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 PVRTA and the owner through loss-payee or equivalent provisions. Professional, cyber and pollution endorsements shall be tailored to the coverage and submitted for PVRTA'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 PVRTA or a member; city. PVRTA's programs shall not contribute. Liability policies shall include separation of insureds or equivalent protection. Waivers of subrogation shall protect PVRTA and its member cities under general liability, automobile liability, workers' compensation, physical-damage other policies where appropriate to the covered risk and legally and commercially available. CONTRACTOR shall disclose any unavailable waiver and obtain PVRTA's written approval of an alternative; no exception waives the primary and non-contributory protection or creates contribution by PVRTA's insurance or self-insurance.

CONTRACTOR shall provide PVRTA 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 PVRTA 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.

All deductibles and self-insured retentions shall be disclosed, approved by PVRTA, and paid by CONTRACTOR. Claims-made coverage shall have a retroactive date no later than the covered work and continuous coverage, equivalent replacement coverage or an extended reporting period for at least three (3) years after completion or final payment, whichever is later. An extended reporting period covers reporting of earlier acts, not new work. Record retention is separate.

10.5 Evidence, Failure to Maintain

CONTRACTOR shall furnish certificates and the actual endorsements before commencement of service, at each renewal, and on request. Failure to procure or maintain required coverage is a material breach; PVRTA may suspend service, withhold payment, purchase the coverage and deduct its cost, or terminate for cause without further cure under Section 16.2.

CONTRACTOR shall supply renewal evidence before expiration and advise PVRTA at least thirty (30) days beforehand of any expected inability to renew on compliant terms. PVRTA may require relevant

policy provisions or complete policies to verify compliance. Acceptance of deficient evidence is not a waiver.

ARTICLE 11. INDEMNIFICATION AND DEFENSE

11.1 Indemnity

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless PVRTA, the City of Claremont, each PVRTA member city, and their respective boards, officers, officials, employees, agents and volunteers (each an "Indemnified Party") from and against any and all claims, demands, actions, losses, damages, liabilities, fines, penalties, disallowances, costs and expenses, including reasonable attorneys' and experts' fees, arising out of, pertaining to, or relating to the performance or non-performance of this AGREEMENT by CONTRACTOR or by any person or entity for whose acts CONTRACTOR is responsible under Article 13. Without limitation, the indemnity extends to bodily injury and death; property damage; employment, wage-and-hour, driver-classification and labor claims; civil rights, Title VI and ADA claims; privacy, data-security and breach claims; passenger assistance and securement claims; vehicle condition and maintenance claims; and any repayment, disallowance or penalty imposed on PVRTA by a funding agency arising from CONTRACTOR's acts, omissions or misreporting.

11.2 Duty to Defend

CONTRACTOR's duty to defend each Indemnified Party is separate from, independent of, and broader than the indemnity in Section 11.1. Subject to Section 11.3 and for claims alleging facts potentially within Section 11.1, it arises upon written tender, applies whether or not the claim has merit, is not conditioned on a determination of fault, and is not conditioned on or satisfied by the availability of insurance, a reservation of rights, or an offer to reimburse defense costs later. CONTRACTOR shall defend with counsel reasonably acceptable to PVRTA and shall not settle any claim binding an Indemnified Party without that Party's written consent. If CONTRACTOR does not assume the defense within **ten (10)** calendar days of tender, PVRTA may defend itself and recover all costs of defense from CONTRACTOR on demand.

11.3 Extent Permitted by Law

This Article does not require indemnification for an Indemnified Party's sole negligence or willful misconduct of misconduct, or any other indemnity or defense obligation prohibited by applicable law. For ordinary transportation and related services, and to the fullest extent permitted by law, the obligations otherwise apply notwithstanding an Indemnified Party's concurrent negligence, whether active or passive. If particular work is subject to Civil Code Section 2782, Section 2782.8 or another mandatory limitation, that limitation controls for that work, including any limitation on defense costs. Neither PVRTA's oversight, inspection, approval, dispatch, trip allocation, business rules or operational decisions, nor any other conduct, is conclusively characterized by this AGREEMENT as active or passive negligence. Responsibility for actual conduct shall be determined under the facts and applicable law. The duty to defend under Section 11.2 is subject to these limitations and extends to claims alleging facts potentially within the indemnity.

11.4 No Indemnity, Defense or Risk Assumption by PVRTA

PVRTA indemnifies no person or entity under this AGREEMENT. Any indemnity, defense, hold-harmless, release, liability cap, exclusive-remedy, limitation-of-damages, arbitration, class-action waiver, waiver-of-subrogation-against-CONTRACTOR, or additional-insured-in-favor-of-CONTRACTOR provision appearing in CONTRACTOR'S proposal, standard terms, terms of service, platform or

application terms, rider agreement, purchase order, invoice, software license or click-through is expressly rejected and is void, whether or not a PVTA employee, the dedicated operations contractor, or a rider accepted or acknowledged it, unless PVTA accepted that specific provision by written amendment under Section 7.1. **CONTRACTOR shall not require any PVTA rider to accept terms of service, an arbitration agreement, a liability waiver or a release as a condition of receiving PVTA service.**

11.5 Survival; Independent of Insurance

These obligations survive expiration or termination and are not limited by the amount, availability, scope, exhaustion or denial of any insurance required by Article 10.

11.6 No Third-Party Beneficiaries

Except for the Indemnified Parties named in Section 11.1 and PVTA's rights as an intended third-party beneficiary of subcontracts under Section 12.3, this AGREEMENT creates no rights in any third party.

ARTICLE 12. SUBCONTRACTING AND ASSIGNMENT

12.1 CONTRACTOR shall not subcontract any portion of the work, and shall not perform any PVTA trip through an affiliate, franchisee, permittee, lessee or other carrier, without PVTA's prior written approval. CONTRACTOR shall identify each such entity, the portion of service it will perform, and the insurance and indemnity CONTRACTOR will require of it.

12.2 Where CONTRACTOR has offered a partnered arrangement accepted by PVTA, CONTRACTOR is the contract-holding entity, shall detail in its proposal how the joint service operates, and remains fully responsible to PVTA for the performance of every participating entity.

12.3 Every subcontract and every arrangement with an affiliate or participating carrier shall incorporate, and make enforceable by PVTA as an intended third-party beneficiary, Articles 10, 11, 13, 14, 15, 17 and 18 and the applicable requirements of Exhibit A and Attachment 1. No subcontract, terms of service or license may restrict PVTA's audit, record-access, data-ownership or inspection rights.

12.4 CONTRACTOR shall not assign this AGREEMENT or any right or obligation under it, and shall not undergo a change of control, merger, sale of substantially all assets, or transfer of the PVTA contract to an affiliate, without PVTA's prior written consent. CONTRACTOR shall notify PVTA at least **sixty (60)** days before any such transaction. An assignment or change of control without consent is a material breach and grounds for termination for cause.

12.5 CONTRACTOR shall comply with the DBE requirements of Attachment 1 and of the Request for Proposals, including reporting of payments to DBE firms.

12.6 No subcontract or arrangement relieves the CONTRACTOR of any obligation under this AGREEMENT.

ARTICLE 13. RESPONSIBILITY FOR ACTS OF OTHERS

13.1 CONTRACTOR is responsible to PVTA for the acts and omissions of its officers, employees, agents, drivers (whether engaged as employees or as independent contractors), dispatchers, and every subcontractor, affiliate, franchisee, permittee, lessee, participating carrier, supplier or other person performing any portion of the work under this AGREEMENT, as if those acts and omissions were CONTRACTOR's own.

13.2 CONTRACTOR is not responsible for the performance of the dedicated operations contractor under Exhibit B-1, of any other non-dedicated on-demand CONTRACTOR, or of PVTA's General Manager, none of whom is a subcontractor of CONTRACTOR.

13.3 CONTRACTOR remains responsible for its acceptance, performance and reporting of each trip assigned to it, including the accuracy and timeliness of the trip data it transmits and its assignment of a vehicle appropriate to the rider's accessibility needs as identified in the trip assignment. Where a trip assignment does not identify an accessibility need and the driver observes one on arrival, CONTRACTOR shall contact dispatch rather than refuse the trip.

13.4 CONTRACTOR shall not assert the hybrid broker structure, or its lack of control over trip allocation, as a defense to a claim arising from work CONTRACTOR performed or was required to perform.

ARTICLE 14. CIVIL RIGHTS, ADA AND PASSENGER PROTECTIONS

14.1 Compliance Covenant

CONTRACTOR shall comply with, and shall cause every participating entity to comply with, all applicable civil rights and accessibility requirements, including Title VI of the Civil Rights Act of 1964 and 49 C.F.R. Part 21; the Americans with Disabilities Act of 1990 and 49 C.F.R. Parts 27, 37 and 38; Section 504 of the Rehabilitation Act of 1973; applicable Title VI and state-law non-discrimination obligations and the language-assistance requirements of PVTA's adopted Language Assistance Plan; and FTA Circulars 4702.1B and 4710.1, each as amended, reissued or superseded. Compliance is a material obligation.

14.2 PVTA Policies

PVTA's adopted policies relating to reasonable modification, language access, no-show and suspension, service animals, and passenger conduct are incorporated by reference and apply to the trips CONTRACTOR performs. Where a PVTA policy is more protective of riders than the minimum required by law, the PVTA policy governs.

14.3 Equivalent and Nondiscriminatory Service

CONTRACTOR shall provide service on the trips assigned to it that is equivalent in response time, fare, service area, hours, availability and trip-purpose restrictions to the service provided to other riders, and shall not impose any surcharge, longer wait, restriction or lesser standard of service on a rider because the rider uses a mobility device, requires assistance, travels with a service animal or a personal care attendant, or has requested a reasonable modification. CONTRACTOR shall report trips by riders using mobility devices separately from all other trips so that equivalency can be verified.

14.4 Mobility Devices, Service Animals and Reasonable Modifications

CONTRACTOR shall transport wheelchairs and occupants as required by 49 C.F.R. section 37.165, including larger devices when the lift and vehicle can accommodate them. Any denial based on lift capacity or legitimate safety requirements must satisfy that regulation and be documented and promptly reported to PVTA. Difficulty securing a device alone is not a permissible basis for denial, basis and shall not require a rider to transfer out of a mobility device. CONTRACTOR shall transport service animals without fare, capacity count, muzzle, carrier, certification, tag or vest, and its personnel shall ask only the two questions permitted by law. CONTRACTOR shall accept a request for a reasonable modification at any time and by any means, including at the door; **only PVTA may determine that a requested**

modification is a fundamental alteration or an undue burden. CONTRACTOR shall furnish PVTA a log of modification requests and their disposition monthly.

14.5 Driver Assistance and Rider Treatment

CONTRACTOR's drivers shall provide the assistance required by Exhibit A, Scope of Work, Sections 3.7.6, 5.2.5 and the applicable door-to-door or curb-to-curb policy; shall announce the vehicle and driver to riders who are blind or have low vision; shall not release a rider who requires a hand-off; and shall contact dispatch rather than refuse a trip where a question arises. CONTRACTOR shall not refuse service except where the rider presents a threat to the health, safety or welfare of personnel or other passengers, and shall consult with PVTA or dispatch before any refusal except in an emergency requiring immediate action. CONTRACTOR shall be responsible for and remedy any damage caused to a wheelchair or other mobility device in its operations.

14.6 Complaints and Cooperation

CONTRACTOR shall accept complaints by any means without requiring a form, and shall forward every complaint alleging discrimination, denial of service on the basis of disability, or failure to provide a reasonable modification to PVTA within **one (1) business day**, unredacted, and shall not investigate, resolve or close such a complaint itself. CONTRACTOR shall cooperate fully with PVTA and any investigating agency, including by producing in-vehicle video and audio, application and telematics records, trip records and personnel records, and shall not condition cooperation on confidentiality. CONTRACTOR shall notify PVTA within one (1) business day of any inquiry, complaint or investigation by any agency relating to PVTA service. Retaliation against a complainant or witness is an independent material breach.

14.7 Language Access and Accessible Communications

CONTRACTOR shall provide language assistance consistent with PVTA's Language Assistance Plan for any rider-facing communication it makes, including telephonic interpretation at no cost to the rider, and shall not rely on family members or minors as interpreters. CONTRACTOR shall not require a rider to use a smartphone application or a website to receive, confirm, modify or cancel a PVTA trip, and shall provide an alternative accessible means in every case.

14.8 Records

CONTRACTOR shall retain all records necessary for PVTA's civil rights reporting for **seven (7) years after the date of final payment**, or longer if required by law or a preservation hold, notwithstanding any shorter period stated elsewhere. Where Article 15.8 and this Section state different periods, the longer governs.

14.9 PVTA Oversight; Remedies

PVTA retains authority to set and amend rider-facing policies, determine fundamental alteration and undue burden, receive and resolve civil rights complaints, monitor and audit CONTRACTOR's civil rights performance, require corrective action, direct removal of personnel from PVTA service, and make all reports and certifications to FTA, LACMTA and the member cities. In addition to all other remedies, PVTA may require a corrective action plan; assess a deduction of **\$ 1,000** per occurrence; direct removal of personnel; withhold amounts sufficient to cover any funding-agency penalty, disallowance or repayment; suspend the assignment of trips; and terminate for cause. A pattern of denials of service to riders with disabilities, or of failures to provide reasonable modifications, is grounds for termination for cause without further opportunity to cure.

14.10 Indemnity; Survival; Flow-Down

Claims under this Article are subject to Article 11. This Article survives expiration or termination and shall be incorporated into every subcontract and participating-carrier arrangement with PVTA as an intended third-party beneficiary.

ARTICLE 15. RECORDS, DATA, CYBERSECURITY AND AUDIT

15.1 PVTA Data Defined

“PVTA Data” means all data and records created, collected, captured, received, generated or maintained in connection with this AGREEMENT, including rider identity, eligibility and contact information received from PVTA or the Platform; trip requests, assignments, acceptances, declines and returns; trip records including no-shows, cancellations and cancels at the door; GPS, telematics and application event data for PVTA trips; in-vehicle video and audio; call recordings and messaging with riders; complaints and investigation files; fare and revenue records; incident, accident and safety records; driver qualification, licensing, training and drug-and-alcohol records for personnel in PVTA service; vehicle and maintenance records for vehicles used in PVTA service; invoices and supporting records; and all data derived from any of the foregoing.

15.2 Ownership and Permitted Use

PVTA Data is the sole property of PVTA. CONTRACTOR receives a limited, non-exclusive license to use PVTA Data solely to perform this AGREEMENT, for the term only. **CONTRACTOR shall make no secondary use of PVTA Data**, including marketing, promotion, rider acquisition for CONTRACTOR’s own consumer service, product development, benchmarking, research, resale, or the training of machine learning or generative artificial intelligence models, and de-identification or aggregation does not remove data from this Section. CONTRACTOR shall not contact a PVTA rider for any purpose other than performing an assigned trip. CONTRACTOR has no lien on and no right to retain PVTA Data.

15.3 Platform and Systems

PVTA holds the software-as-a-service agreement for the Platform. CONTRACTOR acquires no right, title or interest in the Platform, and all data in the Platform relating to PVTA service is PVTA Data. CONTRACTOR shall disclose in writing before commencement of service every CONTRACTOR system holding PVTA Data — including its dispatch or driver application, telematics, cameras, call recording and recordkeeping systems — and shall grant PVTA access sufficient to verify performance and invoices. CONTRACTOR shall not maintain a shadow system of record for PVTA trips outside the Platform, and shall not conduct PVTA business through personal accounts or personal devices other than a driver device running CONTRACTOR’s approved application.

15.4 Source Data, Not Summary Reports

Reports are summaries and do not discharge CONTRACTOR’s obligation to furnish source data. On request, CONTRACTOR shall furnish transaction-level source data in CSV, JSON or a direct database or API extract, with a data dictionary and record layouts, and not solely as PDF or image files. PVTA may withhold payment for source data not furnished. Where a deduction or payment depends on data held by CONTRACTOR, PVTA’s calculation from the Platform record and source data governs.

15.5 Cybersecurity Safeguards

CONTRACTOR shall maintain a written information security program aligned to the NIST Cybersecurity Framework or ISO/IEC 27001, including encryption of PVTA Data in transit and at rest; multi-factor

authentication and least-privilege access; deprovisioning of departing personnel within twenty-four (24) hours; patch management and endpoint protection; tested backups; annual security awareness training; retention of access and security logs for **twelve (12) months**; storage of and access to PVTA Data within the United States only; flow-down to vendors; and media sanitization in accordance with NIST SP 800-88. CONTRACTOR shall not submit PVTA Data to any generative artificial intelligence service without PVTA's prior written approval. PVTA may require a SOC 2 Type II report or an independent assessment at CONTRACTOR's expense.

15.6 Security Incidents and Breach Notification

CONTRACTOR shall notify PVTA within **twenty-four (24) hours** of discovering any actual or suspected security incident affecting PVTA Data, without waiting to complete its investigation, and shall provide a written report within five (5) business days. CONTRACTOR shall investigate, contain and remediate at its expense and shall preserve all evidence. **PVTA controls all notifications** to affected individuals, the Attorney General, funding agencies and the public; CONTRACTOR shall coordinate notices with PVTA and obtain approval where legally permissible. Nothing in this provision delays or prevents a notice independently required of CONTRACTOR by law; if a legal deadline prevents prior approval, CONTRACTOR shall give PVTA contemporaneous notice and cooperate on the response. CONTRACTOR shall bear the cost of forensic investigation, notification, call center support, credit monitoring, regulatory fines and penalties, and PVTA's reasonable costs. This obligation is contractual and is not limited by the availability, scope, sublimits, exhaustion or denial of any insurance. California Civil Code sections 1798.29 and 1798.82 apply in addition to, and not instead of, this Section.

15.7 Confidentiality and Privacy

CONTRACTOR shall treat rider data as confidential, limit access to personnel with a need to know, and obtain confidentiality acknowledgments. CONTRACTOR shall notify PVTA at least **one (1) business day** before producing PVTA Data in response to subpoena or other legal process; PVTA is the responder of record for California Public Records Act requests. CONTRACTOR shall not use rider contact information for marketing. In-vehicle video and audio may be used only for safety, incident investigation, training and oversight. **No rider may be required to waive privacy rights or accept CONTRACTOR's terms of service or privacy policy as a condition of PVTA service.**

15.8 Record Retention and Preservation

CONTRACTOR shall retain PVTA Data and all records supporting performance and payment for **seven (7) years after the date of final payment**, or longer where required by law, a funding agency, or a preservation hold, and the longer period governs over any shorter period in Exhibit A. In-vehicle video shall be retained **thirty (30) days** and indefinitely once identified as incident-related; call recordings **ninety (90) days**; access and security logs **twelve (12) months**. On notice of a claim, complaint, investigation, audit or litigation, CONTRACTOR shall immediately suspend automatic deletion, confirm the hold in writing within two (2) business days, and preserve the records until PVTA releases the hold.

15.9 Audit and Access

PVTA and its designees and auditors, the Los Angeles County Metropolitan Transportation Authority, the Federal Transit Administration, the U.S. Department of Transportation and its Inspector General, the Comptroller General of the United States, the State Controller and Caltrans may examine, audit, copy and take extracts from all records relating to this AGREEMENT, announced or unannounced, at any location where records are kept, including interviews of personnel and direct read access to systems holding PVTA Data. CONTRACTOR shall respond to a records request within **ten (10) business days**, shall repay any overpayment within thirty (30) days of demand, and PVTA may offset. Where an audit discloses an error exceeding **five percent (5%)** of the amount audited, CONTRACTOR shall bear the cost of the audit.

CONTRACTOR shall reimburse PVTA for any repayment, disallowance or penalty a funding agency imposes by reason of CONTRACTOR's misreporting. CONTRACTOR shall require the same rights of every participating entity, and no agreement or terms of service may restrict them.

15.10 Data Portability at Termination; No Withholding

Upon expiration or termination for any reason, upon PVTA's request at any time, and as part of the transition obligations in Article 17, CONTRACTOR shall deliver to PVTA or a successor PVTA designates all PVTA Data in a complete, usable, machine-readable and non-proprietary format, with a data dictionary and record layouts, within **fifteen (15) calendar days** of request and at no additional cost, and not solely in a proprietary format or as images or PDF files of structured records. After PVTA confirms receipt of a complete and usable copy, CONTRACTOR shall securely destroy or return all remaining copies and certify destruction in writing. CONTRACTOR shall not withhold, suspend, degrade or condition PVTA's access to PVTA Data for any reason, including a dispute over payment, and expressly waives any right to do so. The Parties agree that withholding PVTA Data would cause PVTA irreparable harm for which damages are inadequate, and PVTA is entitled to specific performance and injunctive relief without bond, together with its reasonable attorneys' fees.

15.11 Survival

The obligations of this Article survive expiration or termination. A breach of Section 15.10 is a material breach and grounds for termination for cause without further opportunity to cure.

ARTICLE 16. DEFAULT, TERMINATION AND EMERGENCY SERVICE

16.1 Events of Default

Each of the following is an event of default:

1. failure to commence service on the date required by Section 9.4;
2. failure or refusal to accept and perform assigned trips, or a pattern of declined, returned or missed trips;
3. a pattern of failure to meet the service standards applicable to non-dedicated CONTRACTORs in Exhibit A, Scope of Work, Section 3.3, or deductions exceeding **\$ 5,000** of the monthly invoice in any **three (3)** months within a rolling twelve-month period;
4. operation of a vehicle in an unsafe or unlawful condition, or with an inoperative lift, ramp or securement system;
5. use of a driver who is unlicensed, unpermitted, untrained, or not enrolled in required monitoring or testing programs;
6. failure to procure or maintain insurance required by Article 10;
7. a pattern of denials of service to riders with disabilities, failures to provide reasonable modifications, or other violations of Article 14;
8. breach of 49 C.F.R. Part 26, which the Request for Proposals declares a material breach;
9. failure to deliver PVTA Data, withholding of PVTA Data, or secondary use of PVTA Data in breach of Article 15;
10. soliciting PVTA riders outside the Platform, diverting a PVTA rider to CONTRACTOR's own consumer service, or charging a rider any amount other than the PVTA fare;
11. requiring a rider to accept terms of service, an arbitration agreement or a liability waiver as a condition of PVTA service;

12. suspension, debarment or exclusion from federally assisted contracts, or loss of a license or permit necessary to perform;
13. insolvency, receivership, assignment for the benefit of creditors, or a bankruptcy petition not dismissed within sixty (60) days;
14. assignment or change of control without consent under Section 12.4; or
15. any other material failure to perform an obligation of this AGREEMENT.

16.2 Notice, Cure and Termination for Cause

Subject to the public-hearing and other applicable requirements of Labor Code section 1074 for a termination under that section, PVTA may give written notice of default specifying the failure and a cure period of **ten (10)** calendar days, or such longer period as PVTA states. If not cured within the period stated, PVTA may terminate for cause in whole or in part by written notice. **No cure period is required** for a default under Section 16.1(4), (6), (9), (11), (12) or (13), for a default presenting an immediate risk to safety, or for a repetition within twelve (12) months of a default previously noticed and cured.

16.3 Termination for Convenience

PVTA may terminate in whole or in part for its convenience upon **thirty (30)** days' written notice. CONTRACTOR shall be paid for trips satisfactorily performed through the effective date. CONTRACTOR shall not be paid anticipated profit on unperformed work and shall have no claim for lost opportunity, unrecovered investment or consequential damages.

16.4 Loss or Reduction of Funding

If funds are not appropriated, a grant is reduced, withdrawn, suspended or not renewed, or a member city reduces or withdraws its contribution, PVTA may terminate in whole or in part, or reduce service volumes and the corresponding compensation, upon **thirty (30)** days' written notice, without liability beyond payment for trips performed.

16.5 Regulatory Requirement or Change in Law

PVTA may terminate or modify this AGREEMENT to the extent required by a change in federal, state or local law or regulation, or by a direction of a funding agency, upon written notice.

16.6 Force Majeure

Neither Party is liable for a failure to perform caused by an event beyond its reasonable control that it could not have avoided by reasonable diligence. Labor disputes involving CONTRACTOR's own workforce or drivers, and the acts or omissions of CONTRACTOR's subcontractors and participating carriers, are expressly excluded. Notice shall be given within twenty-four (24) hours. If a force majeure condition prevents substantial performance for more than **thirty (30)** consecutive days, PVTA may terminate without liability beyond payment for trips performed.

16.7 Safety Suspension and Suspension of Trip Assignment

PVTA may suspend the assignment of trips to CONTRACTOR, or direct the removal of a vehicle or driver from PVTA service, immediately and without prior notice, where PVTA determines that continued performance presents a risk to the safety of riders, personnel or the public, or pending investigation of a serious incident. A suspension is not a termination for convenience and does not entitle CONTRACTOR to compensation for trips not performed.

16.8 Failure to Meet Readiness Milestones

PVTA may terminate before commencement of service if CONTRACTOR fails to meet the readiness milestones of Article 17 or fails to demonstrate readiness to commence service on July 1, 2027, and may recover its excess costs of obtaining the service elsewhere.

16.9 Emergency Procurement and Substitute Service

Upon a default, a safety suspension, or a failure or refusal to perform assigned trips, PVTA may procure substitute service from any source, including the dedicated operations contractor or another non-dedicated CONTRACTOR, using a procurement method permitted by applicable law; any noncompetitive emergency procurement shall be limited to the scope period justified by the emergency, documented in the procurement record, and consistent with 2 C.F.R. section 200.320(c) where applicable, and may reallocate trips immediately. The excess cost of substitute service, including PVTA's administrative costs, shall be charged to CONTRACTOR and may be offset against any amount due.

16.10 Partial Termination

PVTA may terminate this AGREEMENT as to one or more service components while continuing the remainder.

16.11 Obligations on Termination

On any termination or expiration, CONTRACTOR shall continue to perform assigned trips through the effective date without degradation; shall perform the transition obligations in Article 17 regardless of the reason for termination; shall return all PVTA property, fare media and materials; and shall deliver all PVTA Data under Article 15.10. These obligations are not conditioned on payment of any disputed amount.

16.12 Remedies Cumulative; Conversion

PVTA's remedies are cumulative and in addition to those available at law or in equity. If a termination for cause is later determined to have been improper, it shall be treated as a termination for convenience under Section 16.3 as of the same effective date, and that treatment is CONTRACTOR's sole and exclusive remedy.

ARTICLE 17. TRANSITION AND CONTINUITY OF SERVICE

17.1 Continuity Is of the Essence

PVTA's riders are seniors, persons with disabilities and members of the general public for whom these services are, in many cases, the only available transportation. Continuity of service is of the essence. CONTRACTOR shall perform in full during any dispute, claim or negotiation and shall not withhold, suspend, degrade or condition service, data, records or system access as leverage, and shall not engage in or permit any work stoppage, slowdown or lockout affecting PVTA service.

17.2 Readiness Before Commencement

Within **fifteen (15)** calendar days after notice to proceed, CONTRACTOR shall submit a readiness plan addressing: Platform integration, application access, driver device provisioning and end-to-end testing; vehicle availability by type, including accessible vehicles, and vehicle inspection; driver recruitment, licensing, permitting, background checks, physicals and training; drug-and-alcohol program and consortium enrollment; insurance certificates and endorsements; fare collection arrangements; complaint

intake and reporting procedures; data and reporting readiness; and a documented go/no-go readiness confirmation not later than **thirty (30)** days before the commencement of service. Each element shall identify a responsible individual, a milestone date and evidence of completion. PVRTA may assess a deduction of \$ 1,000 for each missed milestone.

17.3 Transition-Out

Beginning sixty (60) days before expiration, or immediately upon notice of termination, and continuing for up to thirty (30) days after the effective date as PVRTA directs, CONTRACTOR shall designate a transition contact, participate in transition meetings, and at the rates in effect at expiration: continue to perform assigned trips without degradation; deliver all PVRTA Data and records under Article 15.10; return all PVRTA property, fare media, signage and materials; cooperate with PVRTA and any successor CONTRACTOR, including in the orderly reassignment of subscription and standing trips; and refrain from any action that degrades service or confuses riders about the continuity of PVRTA service.

17.4 No Lien, No Retention

CONTRACTOR has no lien on and no right to retain PVRTA property, PVRTA Data or records, and shall not condition their return on payment of any amount, disputed or otherwise.

17.4.1 Employee Retention and Incumbent Information

CONTRACTOR's retention declaration submitted with its proposal under California Labor Code section 1072(a) is incorporated into this AGREEMENT. If CONTRACTOR made the qualifying commitment, it shall retain the covered employees of the prior contractor and subcontractors for at least ninety (90) days, subject only to section 1072(c). It shall issue each employee to be retained a written employment offer allowing at least ten (10) days for acceptance. Nonretention requires reasonable and substantiated cause of the kind allowed by section 1072(c)(2). Any staffing reduction shall retain qualified employees by seniority within job classification; lawful licensing and hiring qualifications may be required. No partial commitment excluding otherwise covered employees satisfies the commitment. Section 1072 does not itself require identical wages or benefits, but other applicable law, collective bargaining obligations and applicable federal labor-protection requirements remain effective. The RFP applies the qualifying commitment as ten (10) added points to a 100-point base, with a maximum of 110 points; that evaluation preference does not change compensation under this AGREEMENT.

When PVRTA announces a successor procurement, CONTRACTOR shall, within a reasonable time, provide PVRTA the employee counts, wage rates, benefits and job classifications required by Labor Code section 1072(c)(1), and shall make that information available in writing to each entity PVRTA identifies as a bona fide bidder at least thirty (30) days before bids or proposals are due. If the successor contract is awarded to a new contractor, CONTRACTOR shall securely provide that successor the names, addresses, dates of hire, wages, benefit levels and job classifications of the covered employees. CONTRACTOR shall obtain the necessary information from its subcontractors and include these duties in covered subcontracts. Employee-specific information shall be disclosed only to authorized recipients and protected as required by law. Statutory employee remedies under section 1073 are preserved; termination under section 1074 requires its public-hearing procedure. Other applicable statutory and contractual notice and cure provisions remain effective.

17.5 Withholding as Security

PVRTA may withhold the final month's payment until CONTRACTOR has completed its transition-out obligations to PVRTA's written satisfaction.

17.6 Flow-Down; Survival

CONTRACTOR shall incorporate this Article into every subcontract and participating-carrier arrangement, with PVRTA as an intended third-party beneficiary. This Article survives expiration or termination.

ARTICLE 18. FEDERAL AND STATE REQUIREMENTS

18.1 Attachment 1, Federal Contract Clauses, is incorporated into this AGREEMENT. Each federal clause and certification applies according to its governing statute, regulation, funding source, contract type, dollar threshold and required lower-tier reach; CONTRACTOR shall flow down each applicable clause to the required tiers. The applicable grant and pass-through agreements and incorporated FTA Master Agreement govern federal-award conditions, and FTA Circular 4220.1G supplies current third-party contracting guidance; a circular does not independently expand a statute or regulation. A mandatory federal requirement controls a conflict. Changes shall be documented under the AGREEMENT's change procedure to the extent permitted by law.

18.2 Get About Ready Now and Claremont Dial-a-Ride are supported in whole or in part with federal funds. This AGREEMENT is subject to the financial assistance agreements between PVRTA and the Los Angeles County Metropolitan Transportation Authority and between the City of Claremont and the U.S. Department of Transportation, and to all applicable FTA regulations and circulars. CONTRACTOR shall furnish the data PVRTA requires for National Transit Database reporting and for FTA Section 5310 reporting under Exhibit A, Scope of Work, Sections 6.3 and 6.8.

18.3 CONTRACTOR shall comply with the drug and alcohol testing requirements of 49 C.F.R. Parts 40 and 655 as applicable, the DMV Employer Pull Notice program or a PVRTA-approved equivalent, California Highway Patrol requirements applicable to the vehicles and service it operates, the California Public Utilities Commission requirements applicable to its operating authority, and all other applicable federal, state and local laws, regulations, licenses and permits. CONTRACTOR shall obtain and maintain all required state and local business licenses and permits before the start of service.

18.4 CONTRACTOR shall not lobby with funds under this AGREEMENT, shall maintain a drug-free workplace, and shall comply with the certifications submitted with its proposal, including those regarding lobbying, debarment and suspension, the Drug-Free Workplace Act, telecommunications and video surveillance equipment under Section 889 of the FY2019 NDAA, and tax liability and felony convictions.

18.5 FTA Required Federal Clauses and Certifications. Attachment 1, Federal Contract Clauses, and Attachment 2, Federal Certification Forms, are attached to and made a part of this AGREEMENT. CONTRACTOR shall comply with all applicable requirements contained in Attachment 1 and shall execute and deliver all applicable certifications contained in Attachment 2 before the commencement of service and at any time thereafter upon PVRTA's request.

18.6 No disclaimer of operator status. CONTRACTOR is engaged under this AGREEMENT to provide public transportation service to PVRTA's riders. CONTRACTOR shall not assert, and PVRTA does not accept, any position that a federal clause, requirement or regulation applicable to a transportation CONTRACTOR or operator does not apply to CONTRACTOR by reason of CONTRACTOR's characterization of itself as a technology company, a network platform, a broker, a booking agent or otherwise, or by reason of its drivers being engaged as independent contractors. Any such disclaimer, exclusion, reservation or qualification appearing in CONTRACTOR's proposal, standard terms, terms of service, platform terms or any amendment or addendum is rejected and void unless PVRTA has accepted it by written amendment under Section 7.1 after PVRTA has obtained the written concurrence of the Los Angeles County Metropolitan Transportation Authority.

18.7 Order of Precedence Within Federal Requirements. Where a clause required by federal law or regulation conflicts with any provision of this AGREEMENT, the federally required clause governs

18.8 Flow-Down and Survival. CONTRACTOR shall include all applicable federal clauses contained in Attachment 1 in its subcontracts, participating-carrier arrangements, and other lower-tier agreements to the extent required by the applicable federal law, regulation, or clause. CONTRACTOR shall be responsible for ensuring compliance with all applicable federal flow-down requirements at every required tier. The obligations of this Article survive expiration or termination of this AGREEMENT for the period required by the applicable federal requirement.

ARTICLE 19. GENERAL PROVISIONS

19.1 Notices

All notices shall be in writing and delivered personally, by overnight courier, or by email with confirmed receipt followed by mailed copy, to the addresses stated below or as either Party may designate in writing. Notice is effective on delivery.

PVTA: Pomona Valley Transportation Authority, Attn: Chief Executive Officer, Address, Email

CONTRACTOR: Name, Attn: Title, Address, Email

19.2 Governing Law and Venue

This AGREEMENT is governed by the laws of the State of California, without regard to conflict-of-laws principles. Venue for any action lies in the Superior Court of California, County of Los Angeles. **Any arbitration clause, class-action waiver, jury-trial waiver or alternative venue or forum provision in CONTRACTOR's standard terms or terms of service does not apply to this AGREEMENT.**

19.3 Disputes

The Parties shall attempt in good faith to resolve disputes through negotiation between the PVTA CEO and CONTRACTOR's senior executive. Pending resolution, CONTRACTOR shall proceed diligently with performance as directed by PVTA. A claim for money shall be presented in accordance with the Government Claims Act where applicable.

19.4 Conflict of Interest

CONTRACTOR shall not employ, retain or compensate any PVTA officer, employee or member-city official in connection with this AGREEMENT, and shall disclose promptly any actual, apparent or potential organizational conflict of interest arising during performance, including any relationship with the dedicated operations contractor, another non-dedicated CONTRACTOR, or the Platform vendor.

19.5 Nondiscrimination in Employment

CONTRACTOR shall not discriminate against any employee or applicant on any basis protected by federal or state law and shall comply with all applicable equal employment opportunity requirements.

19.6 Public Records

CONTRACTOR acknowledges that records relating to this AGREEMENT may be subject to the California Public Records Act. CONTRACTOR shall clearly mark material it contends is exempt and shall state the basis; a blanket designation is ineffective. PVTA is the responder of record and will

determine disclosure. If CONTRACTOR objects to disclosure, CONTRACTOR shall at its sole expense defend and indemnify PVTA in any action seeking disclosure and shall bear any award of costs or fees.

19.7 Severability, Waiver, Headings, Counterparts

If any provision is held invalid, the remainder continues in effect. No waiver is effective unless in writing, and no waiver of one breach waives another. Headings are for convenience only. This AGREEMENT may be executed in counterparts and by electronic signature.

19.8 Entire Agreement; Amendment

This AGREEMENT, with the documents incorporated by Article 6, is the entire agreement of the Parties. It may be amended only as provided in Section 7.1.

19.9 Authority

Each person signing below warrants that he or she is authorized to bind the Party for which he or she signs.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the date first written above.

POMONA VALLEY

TRANSPORTATION AUTHORITY

By: _____

Name: _____

Title: Chief Executive Officer

Date: _____

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

Federal Tax ID: _____

APPROVED AS TO FORM

By: _____ PVTA General Counsel

EXHIBITS AND ATTACHMENTS

Document	Title
Exhibit A	PVTA Request for Proposals, including the Scope of Work dated September 2026 and all Addenda
Attachment 1	Federal Contract Clauses

Document	Title
Attachment 2	2.1 Certification Regarding Lobbying 2.2 Certification for Suspension and Debarment 2.3 Drug-Free Workplace Certification 2.4 Telecommunications Certification 2.5 Certification for Tax Liability and Recent Felony Convictions
Attachment 3	Incumbent Contractor Employee Information
Attachment 4	PVTA Fleet Schedule and Equipment List
Exhibit B-1	Agreement for Dedicated Transportation Services (reference only; CONTRACTOR is not a party)
Exhibit C	CONTRACTOR'S Proposal, Cost Proposal Form and Best and Final Offer

Pomona Valley Transportation Authority
Request for Proposal
PVTA Transportation Services
Exhibit C COST PROPOSAL FORM
Page One: Dedicated Vehicle Services

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

A. DEDICATED VEHICLE SERVICES PRICE PROPOSAL

	Year 1	Year 2	Year 3	*Year 4	*Year 5
1 Fixed Monthly Rate <i>(from Pg 3 Item #3)</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 Fixed Dedicated Service Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Calculation of Total Annual Cost					
3 Annual Fixed Rate <i>(Item #1 above X 12)</i>	\$0	\$0	\$0	\$0	\$0
4 Annual Dedicated Vehicle Cost <i>(Item #2 above X 14,100)</i>	\$0	\$0	\$0	\$0	\$0
5 Total Annual Dedicated Service Cost <i>(Total of Items #3 and #4 above)</i>	\$0	\$0	\$0	\$0	\$0

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

Page Two: Demend & Supplemental Services (Non- Dedicated Service)

B. DEMAND AND SUPPLEMENTAL SERVICES PRICE PROPOSAL

	Year 1	Year 2	Year 3	*Year 4	*Year 5
1 <u>Get About Overflow</u>					
Estimated Annual Trips	200	200	200	200	200
Proposed Per Trip Rate					
Projected Annual Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 <u>Get About Ready Now</u>					
Estimated Annual Trips	10,000	10,000	10,000	10,000	10,000
Proposed Per Trip Rate					
Projected Annual Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3 <u>Claremont Dial-a-Ride</u>					
Estimated Annual Trips	17,000	17,000	17,000	17,000	17,000
Proposed Per Trip Rate					
Projected Annual Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4 <u>San Dimas Dial-A-Cab</u>					
Estimated Annual Trips	7,000	7,000	7,000	7,000	7,000
Proposed Per Trip Rate					
Projected Annual Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Annual Demand and Supplemental Services Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6 Proposed Rate for Dedicated Driver for Demand & Supplemental Services					

**Option / Extension years are not included in the initial Contract Base Sum unless and until exercised in writing by PVTA and subject to approval by the Board.*

Pomona Valley Transportation Authority

Page Three
COST PROPOSAL FORM

Dedicated Services Annual Fixed Rate Costs		Year 1	Year 2	Year 3	*Year 4	*Year 5
1	<u>Fixed Rate Cost Elements</u>					
	Project Manager Salary					
	Project Manager Fringes					
	Dispatch/Info. Staff Wages					
	Dispatch/Info. Staff Fringes					
	Clerical Staff Wages (if any)					
	Clerical Staff Fringes					
	Maintenance Supervisor Salary					
	Maintenance Supervisor Fringes					
	Mechanic Wages					
	Mechanic Fringes					
	Other Maintenance Wages					
	Other Maintenance Fringes					
	Other Wages					
	Other Fringes					
	Hiring/Training Expenses					
	Safety Expenses					
	Janitorial					
	Telephone					
	Utilities					

MONTHLY RATE COST ELEMENTS CONTINUE ON NEXT PAGE

Page Four
FIXED RATE COST ELEMENTS -- CONTINUED

<i>Fixed Rate Cost Elements</i>	Year 1	Year 2	Year 3	*Year 4	*Year 5
Office Supplies					
Preventive Maintenance Parts/Supplies					
Vehicle Repair Parts/Supplies					
Tires					
Outside Repairs					
Radio System Maintenance					
Insurance - Liability Coverages					
Insurance - Collision Comprehensive					
Computer - Hardware Costs					
Software Costs					
Accounting					
Start-up Costs					
Other Expense					
Management Fee/Profit					
Other (Describe):					
2. Total Fixed Monthly Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Fixed Monthly Rate <i>(fixed Monthly Costs /12)</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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

Note: Listing of typical cost items on this provided form does not require Contractor to provide this position, utility or service.

***Option / Extension years are not included in the initial Contract Base Sum unless and until exercised in writing by PVTA and subject to approval by the Board.**

Pomona Valley Transportation Authority

Page Five
COST PROPOSAL FORM
DEDICATED SERVICES HOURLY RATE

(Annual total based on 14,100 Vehicle Revenue Hours)

	Year 1	Year 2	Year 3	*Year 4	*Year 5
1 Fixed Hourly Rate Cost Elements					
Driver Wages					
Driver Workers Compensation					
Driver Health Insurance					
Other Driver Fringe Benefits					
Fuel ____gallons @ ____per gallon					
Maintenance Parts					
Maintenance Supplies					
Outside Repairs					
Other (Specify)					
Overhead					
Profit/Fee					
2 Total Hourly Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3 Fixed Vehicle Revenue Hour Rate (Total hourly costs /14,100 VRH)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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

Note: Listing of typical cost items on this provided form does not require Contractor to provide this position, utility or service.

*Option / Extension years are not included in the initial Contract Base Sum unless and until exercised in writing by PVTA and subject to approval by the Board.

Pomona Valley Transportation Authority

EXHIBIT C
PROPOSAL FORM CHECKLIST

Attached to this proposal form are the following items:

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

Addenda:

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

Offeror:

Phone:

Fax:

Address: _____

Signature

Date:

Title: