



CITY OF MONROVIA

REQUEST FOR PROPOSALS

GoMonrovia Transit Services

ISSUE DATE: MAY 3, 2022

QUESTIONS DUE: MAY 20, 2022, 3:00PM

SUBMITTALS DUE: MAY 31, 2022, 3:00PM

APPROVED FOR ADVERTISEMENT:

Contractor RFP Checklist

- Read the entire document.** Note critical items such as mandatory requirements; supplies/services required; submittal dates; format; contract requirements (i.e., insurance, performance and/or reporting, etc.).
- Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.
- Take advantage of the “question and answer” period.** Submit your questions by the due date. View all answers given in any formal addenda that may be issued for the RFP.
- Follow the format required in the RFP** when preparing your response. Provide point-by-point response to all sections in a clear and concise manner. The proposals are evaluated based solely on the information and materials provided in your response.
- Review and read the RFP document again** to make sure that you have addressed all requirements.
- Submit your response on time.** Note all the dates and times listed on the front page of the RFP document, and be sure to submit all required items on time. **Late proposals are never accepted.**

**NOTICE OF
REQUEST FOR PROPOSALS (RFP)**

The City of Monrovia (City), California, is soliciting proposals from interested parties to provide the following services for two subprograms within the City's GoMonrovia transportation program: (1) turn-key management and operation services for the City's dial-a-ride program (Monrovia Transit); and (2) dispatch/concierge services for the City's on-demand ride-sharing program with the Lyft Company. The Contract Term for the services provided under this Request for Proposals (RFP) will commence on July 1, 2022 and will consist of a Base Term of one (1) year, with the option to extend for up to two (2) additional years, as follows:

Base Term of one (1) year, from July 1, 2022 through June 30, 2023;

Extension Option Term 1 of one (1) year, from July 1, 2023 through June 30, 2024; and

Extension Option Term 2 of one (1) year, from July 1, 2024 through June 30, 2025.

The City of Monrovia has provided dial-a-ride services since 1983 under a contracted arrangement for management and operations. In 2018, the City adopted the GoMonrovia program. GoMonrovia includes the following transportation programs: (1) a general on-demand ride-sharing program through a partnership with the Lyft Company that provides reduced-fare Lyft rides for people traveling in the specified service area; and (2) Monrovia Transit, which is a dial-a-ride program for individuals who require ADA accessible vehicles. Currently, the City provides access services for individuals with disabilities through a traditional dial-a-ride system with specific hours of operation. Monrovia Transit's updated dial-a-ride model will provide a public service for ADA passengers seven days a week, 24 hours a day, all year round.

Parties interested in responding are asked to submit one unbound original, seven (7) hard copies in three-ring binders, and one PDF copy on a flash drive of the proposal to be received by the City no later than 3:00 PM on Tuesday, May 31, 2022, addressed to:

**Monrovia City Hall
Attn: Alice Atkins, City Clerk
415 S. Ivy Ave
Monrovia CA 91016**

No oral, electronic, facsimile, or telephonic proposals or modifications will be considered. Late proposals will not be accepted and will be returned unopened.

The City of Monrovia hereby affirms Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, sexual orientation, or religion in any consideration leading to the award of the intended contract.

No qualified person with a disability shall, on the basis of handicap, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any matter leading to the award of the intended contract.

**REQUEST FOR PROPOSALS
GOMONROVIA TRANSIT SERVICES**

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ATTACHMENTS

- A Draft Agreement**
- B Operating & Financial Data and Performance Indicators**
- C Summary of Present Hourly Employee Positions, Wage Ranges and Benefits**
- D Monrovia Transit Fleet Schedule**
- E RFP RC-DBE Instructions for Metro Sub-recipient Agencies**
- F Service Area Maps**
 - 1) Map of the City of Monrovia**
 - 2) City of Bradbury**
 - 3) County Unincorporated Islands**
 - 4) Lyft Service Area Map**

DOCUMENTS POSTED TO CITY WEBSITE: <http://www.cityofmonrovia.org/rfps>

- A Required Forms [In Word or Excel]**
- B Past 3 Monthly Operations Reports**

REQUEST FOR PROPOSALS GOMONROVIA TRANSIT SERVICES

I. DESCRIPTION OF THE PROJECT

A. Project Overview

The City of Monrovia is located in the San Gabriel Valley 15 miles northeast of Los Angeles along the Foothills of the San Gabriel Mountains. It currently holds a population of 36,816 residents and has commercial, business and industrial areas that draw visitors from around the region.

The City has sponsored general transit services since 1983 to meet local trip needs within the City for residents, community members, and visitors. Monrovia's transit services also provide medical transportation to selected facilities within 3 miles of the City limits. Additionally, the City contracts with the City of Bradbury and the County of Los Angeles to provide Monrovia Transit services to the both the residents of Bradbury and the County's unincorporated islands adjacent to the City.

The City currently operates two transportation programs within the City's GoMonrovia transportation initiative: (1) an on-demand ride sharing program with the Lyft Company; and (2) Monrovia Transit. The on-demand ride sharing program provides a general on-demand ride-sharing service through the City's partnership with the Lyft Company. Monrovia Transit is Monrovia's dial-a-ride program that serves individuals who require ADA accessible vehicles. During the 2018/2019 reporting year, the City's on-demand ride sharing program provided 721,542 one-way passenger trips through its Lyft partnership, and the Monrovia Transit service provided a modest 15,685 trips. The 2019/2020 reporting year faced a loss in passenger trips as we began facing the Coronavirus pandemic. The 2019/2020 reporting year generated a total of 239,247 Lyft passenger trips and 10,421 Monrovia Transit rides. In the 2020/2021 reporting year, the on-demand ride sharing program reported 65,017 Lyft rides, and the Monrovia Transit program reported 6,598 trips. The Monrovia Transit service currently provides transportation to ADA passengers on a limited schedule but is moving towards providing service seven (7) days a week, 24 hours a day all year round. The City currently operates Monrovia Transit with three vehicles during non-peak hours: one nine (9) passenger cutaway bus and two five-passenger vans for the City's seniors and individuals with disabilities. Two additional vehicles are in service at peak hours.

Attachment B contains Monrovia Transit operating and financial data for the past three years.

The City finances the Monrovia Transit services through Los Angeles County Proposition A Local Return funds, Subregional Incentive funds from Metro, contract revenues from the City of Bradbury and Los Angeles County, and passenger fare revenues. The on-demand Lyft program is currently funded through Los Angeles County Local return funds.

B. Description of GoMonrovia Transportation Services

General

The Monrovia City Council is the policy making body for the GoMonrovia transportation program. Overall administration, planning, monitoring and marketing of the GoMonrovia transportation program is vested in the City's Department of Public Works with day-to-day administration directed by Alex Tachiki, Public Works Deputy Director.

Since the inception of Monrovia's public transit program, the City has utilized the services of an independent management and operations contractor to provide full "turn-key" management and operation of the system. The City only provides policy direction, general supervision and monitoring of services, service and system planning, marketing support and materials, fare media, service vehicles and fuel. [See Section VI herein for "City Duties and Responsibilities."]

Monrovia Transit

Monrovia Transit, the City's dial-a-ride program, is a closed system for ADA passengers only that provides service within the city limits of Monrovia, the City of Bradbury, and defined County unincorporated islands located south of Monrovia. Service is also provided to and from the Target in Duarte, physician offices and designated medical facilities within a three-mile radius of the Monrovia city limits, including Methodist Hospital, City of Hope, Santa Teresita in Duarte and medical offices along Duarte Road in Arcadia.

Monrovia Transit will operate seven (7) days a week and 24 hours a day all year round.

Monrovia Transit trips may be requested in advance, same-day, and as immediate requests:

- Advance Reservations: Non-medical reservations can be made up to 24 hours in advance;
- Medical Trips: Medical reservations can be made up to one month in advance;
- Same-Day Trips: Same-day trip requests may be made on the day of the trip prior to the desired pick-up time; and
- Immediate Request Trips: Immediate requests may be made at any time.

Monrovia Transit Vehicles

Monrovia Transit services will be operated using a fleet of up to three (3) vehicles provided by the contractor and one (1) vehicle provided by the City. The City will provide one Class B Glaval cutaway paratransit bus. This bus is configured to transport nine (9) ambulatory passengers and two (2) wheelchairs. The remaining three (3) vehicles provided by the contractor will be Class D Braun Entervan minivans with capacity for up to five (5) ambulatory passengers plus the driver or two (2) wheelchairs with ambulatory passengers plus the driver.

Monrovia On-Demand Ride-Sharing Program

GoMonrovia by Lyft is a public-private partnership between the City and Lyft to provide subsidized rides to residents and visitors via the Lyft platform. Passengers are able to travel within the program's coverage area for a flat fee. The service area includes the City of Monrovia, and Target in Duarte, as well as medical facilities within three miles of the City's limit, as well as City of Hope.

II. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

A. General Information

The City of Monrovia, California, referred to as “CITY” herein, is requesting proposals for the following services for two components of the City’s GoMonrovia transportation program: (1) management and operation services for Monrovia Transit, which is the City’s dial-a-ride program; and (2) dispatch/concierge services for the City’s on-demand ride-sharing program through the Lyft application. For purposes of this RFP, independent contractors interested in submitting proposals are referred to as “Contractor” or “OFFEROR.”

The term of this Agreement will be for a Base Term of one (1) year from July 1, 2022 through June 30, 2023, plus two Extension Option Terms of one (1) year each, for a total possible contract term of three (3) years. The Extension Option Terms shall be exercisable in the CITY’s sole discretion. The successful Contractor to whom an award is made will be required to enter into an Agreement with CITY substantially similar to the Draft Agreement provided herein as Attachment A. Contractors must identify in their proposal any concerns or objections with any of the terms contained in the attached Agreement. Contractors with concerns or objections to any terms in the Agreement shall propose alternative language for the CITY’s consideration in their proposal. Any concerns or objections not raised as part of the proposal shall be considered waived by the Contractor. If the CITY is unable to negotiate a final contract with terms and conditions acceptable to the CITY with the successful OFFEROR, the CITY reserves the right to award the contract to another OFFEROR. As used herein, the term “agreement” or “contract” means the Agreement to be entered into with the successful Contractor.

Section VI to this RFP is the Scope of Work detailing the services to be provided by the Contractor. All proposals shall be for the complete “turn-key” management and operation of Monrovia Transit, as specified and in all respects, so that the proposal contemplates and ensures a complete “Turn-Key” system such that nothing remains to be purchased, provided or supplied by the CITY, other than as noted within the provisions of this RFP. All proposals shall also be for the dispatch/concierge services for the City’s on-demand ride sharing program. It is understood by each potential Contractor that this RFP requires, in all cases, all elements of a complete operating system for Monrovia Transit and dispatch/concierge services for the City’s on-demand ride sharing program.

B. Procurement Schedule

The schedule and description of events for this procurement are given on the next page:

<u>Date</u>	<u>Activity</u>
Tuesday May 3, 2022	Issue Request for Proposal
Tuesday, May 17	Mandatory Pre-proposal Meeting @ 10:00am PST
Friday, May 20	Deadline for submitting questions @ 3:00pm PST
Tuesday, May 24	Final Addenda and Answers Issued
Tuesday, May 31	Proposals Due @ 3:00 pm PST
Tuesday, June 7	Interviews (as needed)
Tuesday, June 21	Selection recommendation made to City Council and Contract awarded
July 1, 2022	Start of Services

The indicated dates, including start-up date, are subject to change at the sole discretion of the CITY.

C. Mandatory Pre-Proposal Conference and Submission of Questions

A pre-proposal conference will be held on May 17, 2022 beginning at 10:00 am PST in the Public Works Yard at 600 S. Mountain Ave, Monrovia California, for the purpose of reviewing the contract requirements and receiving questions and comments pertaining to this RFP.

The pre-proposal conference is mandatory, attendance will be required in order to submit a proposal.

Questions and comments may also be submitted to Alex Tachiki, Public Works Deputy Director, City of Monrovia, 600 S. Mountain Ave., Monrovia CA 91016, by email to atachiki@ci.monrovia.ca.us, or by facsimile copy to 626-932-5559.

Telephone questions and comments will not be accepted. All questions must be received no later than 3:00 pm PST on Friday, May 20, 2022.

In the event that questions and/or comments are received, a CITY response will be sent to all parties in the form of an addendum (or addenda) to this RFP no later than Tuesday, May 24, 2022.

D. RFP Addenda

Any changes to the RFP requirements will be made by written addendum. Addenda will be emailed, with confirmation of receipt, or mailed to contractors at the addresses provided by contractors. All addenda must be specifically acknowledged in contractor’s proposal using Form C, Addenda Acknowledgement. Failure to acknowledge receipt of addenda may cause the proposal to be considered non-responsive and rejected.

E. Verbal Agreement or Conversation

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

F. Required Submittal Information

Each Contractor must submit one (1) Signed Original, seven (7) copies, and one (1) electronic copy on flash drive of the complete proposal in a sealed package marked "Monrovia Transit Management RFP" and the name of the Contractor. The seven copies of a proposal submission shall each be in separate 3-ring binders and pages must be numbered sequentially.

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

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

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

If the proposal consists of a "prime" contractor and one or more subcontractors, the prime Contractor shall identify all subcontractors and the areas of their responsibility using Form B, Contractor Contact Information. Notwithstanding the use of subcontractors by the prime Contractor, the CITY will enter into an AGREEMENT only with the prime Contractor who shall be responsible for all services required by the attached AGREEMENT.

By submitting a response to the RFP (proposal), Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction with a federal, state, or local department or agency.

Upon award of the contract, all proposals shall be public record except for financial statements submitted under a separate cover with a request for confidentiality, which shall be disclosed only upon order of a court with competent jurisdiction or as otherwise required by the Public Records Act. Specific requests for information regarding this RFP shall be made to Alex Tachiki, Public Works Deputy Director.

No proposal shall be withdrawn after the deadline for submission of proposals and all proposals shall remain in effect for a minimum of one hundred twenty (120) days after the final proposal submission date.

G. Submission of Proposals

Proposals must be received by the City Clerk's Office of the City of Monrovia before 3:00 pm PST on Tuesday, May 31, 2022. Proposals shall be in a sealed package clearly labeled on the outside "Monrovia Transit Management RFP" and the submitting firm's name.

All proposals either mailed or hand delivered will be received at the following location:

**City of Monrovia
City Clerk's Office
415 S. Ivy Avenue
Monrovia, California 91016**

No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals received after the submittal deadline will be returned unopened.

Proposals will not be opened publicly, and the City will endeavor to keep the proposals confidential until a preferred contractor is recommended to the City Council.

Responsibility for submitting the proposal and pricing to the City on or before the above stated time is SOLELY AND STRICTLY that of the Contractor. The City will in no way be responsible for delays in the delivery of the mail or delays caused by any other occurrence. Proposals received after the published deadline will be rejected and returned unopened. The City will not be responsible for premature opening of proposals not properly marked.

H. Screening, Selection, and Award

Screening and selection will take place through the process described below. Contract award will be made to the Contractor which (a) meets REQUIRED QUALIFICATIONS OF CONTRACTOR specified in Part III of this RFP, and (b) submits the proposal considered most advantageous to CITY based on EVALUATION CRITERIA set forth below.

Negotiations may or may not be conducted with Contractors, therefore, the proposal should include the Contractor's most favorable terms and conditions since selection may be made without discussion with any Contractor.

The screening and selection process shall be as follows:

Step 1. Sealed proposals will be opened and evaluated to determine compliance with REQUIRED QUALIFICATIONS OF CONTRACTOR. Proposals meeting specified requirements in Part III of this RFP will be considered responsive and will be included in Step 2.

Step 2. Responsive proposals will be reviewed and scored by an evaluation panel based on EVALUATION CRITERIA shown in Table 1 of this RFP. Ordinal rankings will be assigned to the evaluations done by each panel member and those rankings will be combined to indicate a preliminary scoring of the proposals. Based on this initial evaluation, a decision will be made whether to recommend awarding a contract without further discussion to the Contractor receiving the highest score, or to interview all Contractors within the competitive range.

Table 1: Proposal Evaluation Criteria

Evaluation Criteria	Weight
<p><u>Experience and Technical Compliance</u></p> <ul style="list-style-type: none"> ▪ Understanding of Monrovia Transit requirements and ability to meet performance goals ▪ Demonstrated experience in similar projects ▪ Current/Past References for comparable projects ▪ Dispatch/Scheduling system and procedures ▪ Compliance with technical, administrative and other requirements 	30 pts
<p><u>Staffing & Personnel</u></p> <ul style="list-style-type: none"> ▪ Qualifications and experience of Project Manager, Maintenance Manager and any other named personnel ▪ Adequacy of wages, benefits and employee incentive program ▪ Employee recruiting/selection process ▪ Compliance with Drug and Alcohol program requirements ▪ Adequacy of training program and demonstrated safety record 	10 pts
<p><u>Vehicle Maintenance and Servicing</u></p> <ul style="list-style-type: none"> ▪ <u>Maintenance</u>: Proposed oversight and coordination to ensure vehicles are maintained at superior level and to minimize downtime and road calls. ▪ <u>Servicing</u>: Adequacy of proposed program for servicing and cleaning interior and exteriors of Monrovia Transit vehicles to meet or exceed required standards. 	15 pts
<p><u>Office and Equipment</u></p> <ul style="list-style-type: none"> ▪ Location, amenities and adequacy of proposed office/admin space ▪ Adequacy of computers/software, radios, telephone system, and other equipment 	10 pts
<p><u>Proposed Cost</u></p> <ul style="list-style-type: none"> ▪ Appropriateness and adequacy of proposed operating costs ▪ Proposed Cost relative to other proposals 	25 pts
<p><u>Financial Viability</u></p> <ul style="list-style-type: none"> ▪ Overall financial condition ▪ Ability to meet City contract and insurance requirements 	10 pts
Subtotal, Awarded Points	100 max
Bidding Preference for retention of prior contractor's employees_ in accordance with California Labor Code, Sec.1070-1074	10%
Total Possible Points	110

Step 3. If the City conducts interviews regarding Contractors' proposals, Contractors within the competitive range will be interviewed on Tuesday, June 7, 2022. The purpose of such interviews will be to obtain additional information or clarification of Contractors' proposals. Contractors will be limited to no more than five (5) representatives, which shall include the proposed Project Manager, Maintenance Manager and the staff designated to this project.

The CITY reserves the right to withdraw this RFP at any time without prior notice. Further, the CITY reserves the right to modify the RFP schedule described above. The CITY reserves the right to award all or part of the work contemplated in this RFP.

The CITY also makes no representations that any contract will be awarded to any Contractor responding to this RFP. The CITY expressly reserves the right to reject any and all proposals without indicating any reasons for such rejection(s), to waive any irregularity or informality in any proposal or in the RFP procedure, remedy errors in the RFP, request additional information, approve or reject the use of a particular subcontractor/supplier, and to be the sole judge of the responsiveness of any Contractor and of the suitability of the materials and/or services to be rendered.

I. Exceptions and Alternatives

Contractors may not take exception or make alterations to any requirement of the RFP.

Any proposal that proposes services and equipment that differ from those set forth in this RFP is considered an Alternative Proposal. If an Alternative Proposal is submitted, it must be submitted as a separate proposal. No such proposal shall be considered unless it satisfies all requirements of this RFP. The CITY expressly reserves the right in its sole discretion to consider such Alternative Proposals and to award a contract based thereon if determined to be in the CITY'S best interest.

Since the CITY desires to enter into one contract to provide all services requested in this RFP, only those proposals to provide all services shall be considered responsive.

J. Contractor's Representations

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

K. Pre-Contractual Expenses

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

The CITY shall not, in any event, be liable for any pre-contractual expenses incurred by Contractor. Contractor shall not include any such expenses in the RFP.

L. Compliance with Laws and Requirements

In performance of the services described herein, Contractor shall comply with all applicable Federal, state and local laws and requirements including, but not limited to: Equal Employment Opportunity, the Americans with Disabilities Act, and Drug and Alcohol Testing Requirements.

1. Equal Employment Opportunity

Regarding the performance of this contract, the Contractor shall not discriminate against any employee or applicant for employment based on race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training.

2. Drug-Free Workplace Certification and Drug and Alcohol Testing Requirements

Contractor shall comply with the Drug-Free Workplace Certification Requirements and the Drug and Alcohol Testing Requirements as administered by Caltrans for Federal grant fund recipients.

M. Interpretation

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

N. Execution of Agreement

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

III. REQUIRED QUALIFICATIONS OF CONTRACTOR

Proposals for the management and operation of Monrovia Transit and dispatch/concierge services for the City's on-demand ride-sharing program will be evaluated by CITY to determine whether or not Contractors or their proposed Project Managers meet the following required qualifications. Proposals which fail to provide documentation responding to all of the required items set out below may be considered non-responsive and may be rejected.

A. Experience

In order to be considered eligible and qualified, Contractor or their proposed Project Manager must have a minimum of three years of experience in the field of providing transportation services similar to those contemplated herein. The Contractor should demonstrate familiarity with the management and operation of dial-a-ride, including all related tasks such as vehicle control and dispatch/concierge, training, safety, vehicle maintenance, etc. The Contractor must have the capability to provide qualified personnel to manage and operate the system.

A statement of qualifications demonstrating the foregoing and listing the Contractor's experience in the public transit field, together with the names, addresses and telephone numbers of at least three other past or current clients, if possible, for whom similar services are being provided, shall be furnished with the proposal using Form E, References. Clients referenced should be located in California, if possible.

B. Organization

The Contractor shall submit a description of the firm's organizational structure, history, legal status (i.e., partnership, corporation, etc.), list of owners and officers, capabilities and experience, and management philosophy. The CITY is particularly interested in the Contractor's approach to managing projects such as Monrovia Transit, organizational resources and expertise available, and the primary businesses or range of diversified businesses in which the Contractor's firm is involved.

C. Resource Allocation

Contractor's proposed allocation of contract resources must demonstrate an understanding of scope of work requirements as described in this RFP and attachments thereto. Contractor must submit a detailed budget breakdown on the COST PROPOSAL FORM.

D. Staffing

Contractor shall at all times be responsible for maintaining appropriate staffing levels, employing sufficient qualified and properly trained personnel to perform the management, administrative, call-taking, scheduling and dispatch/concierge, operating and maintenance oversight functions necessary to operate Monrovia Transit and provide specified services for the City's on-demand ride sharing program.

The Contractor must submit a proposed staffing plan and organization chart indicating all management and staff employee positions, the number of full-time equivalent employees at each position (full-time equivalent employee equals 2,000 work hours), and salary and benefit schedules for each employee classification.

The staffing plan must include the resume of the proposed Project Manager, Maintenance Manager and any other proposed supervisory-level employees showing all relevant education, training and experience. The proposal shall explicitly describe how Monrovia Transit services will be supervised and monitored whenever services are being operated.

Contractor should also describe other personnel to the extent that their particular experience, skills and availability will affect the performance of this Contract.

Contractor should submit a description of the employee benefits package that will be provided including any incentive or motivational programs.

Contractor should also specifically address any technical resources and staff that will be available to assist their project manager at no additional cost to the City.

E. Hiring and Personnel Policies

The Contractor shall use appropriate screening and selection criteria for employing personnel. Criteria shall include California Department of Motor Vehicles (DMV) records, criminal background checks, pre-employment drug screening and physicals of all employees assigned to Monrovia Transit. Personnel policies shall help ensure that all employees perform their duties in a safe, legal, courteous and professional manner at all times. Contractor shall submit a copy of its employee handbook with its proposal and the successful Contractor to whom an agreement is awarded shall ensure the CITY has a current copy at all times through the term of this contract.

F. Accounting and Reporting

The Contractor must propose an adequate management information system to implement and maintain data collection, accounting, and reporting requirements as specified in the DRAFT AGREEMENT and Section VI, Scope of Work. Proposal shall include a proposed monthly management report format meeting the requirements of paragraph 4.15.4 of Section VI, Scope of Work.

G. Insurance and Indemnity

The insurance and indemnity requirements applicable to the Contractor to whom award is made are set forth in the DRAFT AGREEMENT attached to this RFP, and are the minimum requirements with which Contractor must comply. Contractor shall include with its proposal an acknowledgment of its ability to obtain and maintain insurance with the limits and in accordance with the terms contained in the DRAFT AGREEMENT.

H. Financial Responsibility

All Contractors shall provide a financial statement for the business entity submitting the proposal, as prepared by a certified public accountant, for its prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate the Contractor possesses adequate financial ability and stability to enable the Contractor to fulfill its obligations in connection with the management and operation of Monrovia Transit under the terms of this AGREEMENT.

At a minimum, one copy of the required financial statement shall be enclosed with the Signed Original Proposal. CITY shall endeavor but makes no representation that it will be able to maintain the confidentiality of Contractors' financial information.

As a condition to further participation in the selection process described in Section II, Subsection H, CITY reserves the right to require a Contractor which has deficiencies with respect to CITY's criteria for financial strength and stability to provide financial information regarding one or more principals or guarantors of Contractor, which principals or guarantors, upon approval by CITY, would be required to execute a guaranty of Contractor's obligations upon award of the contract.

I. Reservations, Scheduling & Dispatch/Concierge Function

Contractor's proposal shall describe and detail how it will handle the reservations, scheduling and dispatch functions for Monrovia Transit as well as the dispatch/concierge services for the City's on-demand ride sharing program through the Lyft app. These services, include, but are not limited to, the administration of trip requests, cancellations, inquiries, and general requests for transit information regarding Monrovia Transit, the City's on-demand ride sharing program, and other public transit services operating within the Monrovia Transit service area. All procedures shall be in compliance with the Service Standards set forth herein and pursuant to best industry practices. The proposal shall specify the technology and systems to be used to record, organize and maintain Monrovia Transit as well as Lyft trip reservations, dispatch records and operating data.

Proposals shall also detail the languages that the Contractor's reservations/dispatch center staff will be able to immediately support and how callers using other languages will be accommodated and how quickly such language services will be able to respond.

J. Equipment

Pursuant to Scope of Work Section 4.10, the Contractor shall provide all necessary vehicles and equipment necessary to operate Monrovia Transit with the exception of the one vehicle provided by the CITY. Contractor's proposal shall detail the proposed equipment that will be procured or otherwise provided by Contractor, if selected.

K. Operations and Maintenance Facility

The successful CONTRACTOR shall be required to secure a suitable administrative and operations space sufficient to effectively manage and operate the Monrovia Transit services, including the maintenance and cleaning of the transit service vehicles. At a minimum, such facility must satisfy all the requirements as set forth in Section VI, SCOPE OF WORK, Section 4.11, Operations and Maintenance Facility. Contractor's proposal must identify, describe and provide a floor-plan for the facilities to be provided. Although preferred, the CITY does not require that Contractor's facility be located within the city limits of Monrovia. Contractor shall state in their proposal the mileage from the intersection of S. Myrtle Avenue and Huntington Drive to the proposed operations and maintenance facility. If facility is at some distance from service area, proposals should discuss how deadhead will be minimized on City-provided transit vehicles.

If other Contractor services will be operated from the proposed operations and maintenance facility, Contractor's proposal shall disclose the number and type of such other services, including the number of vehicles and employees by client agency for transit service contracts.

Contractor shall disclose in its proposal the legal status of any and all facilities identified in support of its proposal, that is, whether the facility is presently owned or leased by Contractor or whether

there is guarantee that the stated facility will be available for Monrovia Transit use if Contractor is selected.

L. Vehicle Maintenance and Servicing Program

CONTRACTOR must have the capability to carry out the complete vehicle maintenance and servicing program specified in Section VI, SCOPE OF WORK, Section 5. The CONTRACTOR must document in the proposal its maintenance record-keeping and accounting system, and procedures for administering a preventive maintenance program.

M. Safety Program

Contractor must have an on-going, comprehensive safety program that shall be documented in the proposal.

N. Screening and Selection Program

Contractor must document the screening and selection program to be used for all employees assigned to the administration and operation of Monrovia Transit services, including a proposed substance abuse screening program in accordance with Section VI, SCOPE OF WORK.

O. Training and Retraining Program

Contractors must have a training program that will assure that all personnel will meet satisfactory standards and knowledge for operating the City's Monrovia Transit services and possess the required licensing and certifications for operation of the provided Monrovia Transit vehicles. The training program must be documented in the proposal and shall explain how replacement personnel to accommodate turnover are to be trained without detriment to Monrovia Transit service or the quality of training.

P. Data Collection and Reporting

Contractor shall describe and detail how it will meet or exceed all data collection, record keeping, and reporting requirements specified herein.

Q. Transition Plan and Time Schedule

Each Contractor shall submit a transition plan and time schedule setting forth the sequence of events and associated time requirements proposed to be undertaken from the point of contract award through the first full month of system operations under the new AGREEMENT. The time schedule must demonstrate how the transition to the new Contractor on March 20, 2022, will be accomplished with no disruption to regular Monrovia Transit services.

R. Payment

Payment for services under the proposed agreement will be made by the CITY on the basis of a fixed monthly rate plus an agreed rate per vehicle revenue hour multiplied by the actual number

of vehicle revenue hours operated in Monrovia Transit service during the month being invoiced. [Often called a “fixed and variable” costing approach.]

As the CITY intends to hire the successful Contractor for its expertise in the management and operation of these types of public transit services, the “fixed and variable” costing, together with specific performance goals, will encourage increased productivity and more efficient use of Monrovia Transit resources.

S. Vehicle Revenue Hours

All proposals must be based on the following vehicle revenue hour numbers for each period of the twelve month base term of the Agreement. [Please note that “vehicle revenue hours” are defined in the “Definitions” in Section VI.]

	<u>Annual Vehicle Revenue Hours</u>		
	<u>Period 1</u> <u>[12 months]</u>	<u>Period 2</u> <u>[12 months]</u>	<u>Period 3</u> <u>[12 months]</u>
Standard Hours	13,303	13,455	13,455
Non Standard Hours	3,909	3,954	3,936
Total for Proposal Purposes	17,212	17,409	17,391

The CITY reserves the right to direct the operation of up to either twenty percent (20%) more than or twenty percent (20%) less than these projected Annual Vehicle Revenue Hours without renegotiating the proposed rates with the successful Contractor.

IV. COST PROPOSAL

Contractor shall complete and submit the Cost Proposal Forms contained herein as RFP Form A. Electronic versions of these forms will be made available to all prospective Contractors.

A. Compensation in Extension Option Periods

In the event that either or both of the two, one-year extension option periods are exercised by the CITY, Contractor compensation will be negotiated between the parties, but in no case shall compensation increase from the immediate preceding annual rates, less any Base Term costs for start-up, farebox and other capital purchases, by more than the annual increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County since the beginning of the then most recently reported calendar year.

FORM A
GOMONROVIA TRANSIT COST PROPOSAL, PAGE 1

Summary of Proposed Costs

Contractor hereby proposes total costs for dispatch/concierge services for the City's on-demand ride sharing program and management and operation of Monrovia Transit as defined in the Request for Proposals, including any and all addenda, for the Base Term of one (1) year (12 months): [Insert Total Proposed Base Term Cost]

Cost: _____ Dollars [\$ _____ .00]

OFFEROR'S Representations & Acknowledgement

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

OFFEROR acknowledges that this is a "turn-key" contract and that the proposed cost amount is for all staff, facilities, vehicles and equipment, supplies and services required for the operation and management of Monrovia Transit and the dispatch/concierge services required for the operation of the City's on-demand ride sharing program, except for those duties and responsibilities of the CITY specifically identified in the RFP.

This proposal and proposed cost are a firm, fixed offer for a period of one hundred twenty (120) calendar days from the Proposal Due Date of May 31, 2022.

NAME OF CONTRACTOR FIRM: _____

ADDRESS: _____

NAME OF AUTHORIZED REPRESENTATIVE FOR NEGOTIATIONS: _____

PHONE NUMBER: (____) _____ - _____

AUTHORIZED SIGNATURE: _____

NAME & TITLE OF SIGNER: _____

DATE: _____

MONROVIA TRANSIT COST PROPOSAL STANDARD HOURS

Page Two

Proposing Firm: _____

PROPOSED BASE PERIOD COST FORMULA

This table auto-fills from Hourly and Fixed Cost Tables. Do not overwrite formulas.

COST FORMULA	Period One [12 Months]	Period Two [12 Months]	Period Three [12 Months]
1. Cost per RVH	\$0.00	\$0.00	\$0.00
2. Monthly Fixed Cost	\$0.00	\$0.00	\$0.00
Projected Annual RVH	13,303	13,455	13,455
3. Annual RVH Cost	\$0	\$0	\$0
4. Annual Fixed Costs	\$0	\$0	\$0
TOTAL COST (3+4)	\$0	\$0	\$0

This Cost Proposal Form is to be used to submit the proposed contractor's firm cost proposal for all work described in the RFP and Scope of Work during standard business hours.

Monday - Friday: 7:00 a.m. - 10:00 p.m.

Saturday - Sunday: 8:30 a.m. through 6:00 p.m.

The detailed Cost Breakdowns of the Cost Proposal Form should be consistent with proposed Cost Per Revenue Vehicle Hour and Monthly Fixed Costs for regular service hours.

PROPOSED REVENUE VEHICLE HOUR COSTS

TOTAL COSTS BY CATEGORY	Period One	Period Two	Period Three
Driver Wages			
Driver Fringe Benefits			
Maintenance Parts			
Maintenance/Serviceing Supplies			
Outside Repairs			
Other(specify)			
TOTAL RVH COSTS	\$0.00	\$0.00	\$0.00

GOMONROVIA TRANSIT COST PROPOSAL NON-STANDARD SERVICE HOURS
Page Three

Proposing Firm: _____

PROPOSED BASE PERIOD COST FORMULA

This table auto-fills from Hourly and Fixed Cost Tables. Do not overwrite formulas.

COST FORMULA	Period One [12 Months]	Period Two [12 Months]	Period Three [12 Months]
1. Cost per RVH	\$0.00	\$0.00	\$0.00
2. Monthly Fixed Cost	\$0.00	\$0.00	\$0.00
Projected Annual RVH	3,909	3,954	3,936
3. Annual RVH Cost	\$0	\$0	\$0
4. Annual Fixed Costs	\$0	\$0	\$0
TOTAL COST (3+4)	\$0	\$0	\$0

This Cost Proposal Form is to be used to submit the proposed contractor's firm cost proposal for all work described in the RFP and Scope of Work for a Non-Standard Service Hours:

Monday - Friday - 10:01 p.m. - 6:59 a.m.

Saturday - Sunday 6:01 p.m. through 8:29 a.m.

The detailed Cost Breakdowns of the Cost Proposal Form should be consistent with proposed Cost Per Revenue Vehicle Hour and Monthly Fixed Costs.

PROPOSED REVENUE VEHICLE HOUR COSTS

TOTAL COSTS BY CATEGORY	Period One	Period Two	Period Three
Driver Wages			
Driver Fringe Benefits			
Maintenance Parts			
Maintenance/Serviceing Supplies			
Outside Repairs			
Other (specify)			
TOTAL RVH COSTS	\$0.00	\$0.00	\$0.00

V. PROTESTS

Protests regarding any aspect of this RFP, the solicitation process, or the proposed award of a contract must be submitted in accordance with the following procedures.

Types of Protests

There are three basic types of protests, based on the time in the procurement cycle when they occur. Differences in the protest process between these three types, if any, are noted.

- Pre-bid or Solicitation Phase Protest is received prior to the bid opening or proposal due date. A Pre-bid Protest must be received by the City within five (5) days of the date specified for the City's Final Addenda and Answers to be issued. Depending upon when the protest is received and the CITY's review, the City may or may not delay the bid opening or proposal due date.
- Pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract. A Pre-award Protest must be submitted to the City following the content and submission procedures specified herein within three (3) working days of the date the protester learned or should have learned of the basis of protest. Pre-award Protests must be received by the City prior to the agency's formal action on the contract award. Depending upon when the protest is received and the agency's review, the City may or may not delay the contract award.
- Post-award Protest is received after award of a contract. A Post-award Protest must be submitted to the City following the content and submission procedures specified herein within five (5) working days of the date the protester learned or should have learned of the basis of appeal. A Post-award Protest must not be based on the same set of facts rejected in a Pre-award Protest.

Content and Submission of Protests

Protests must contain the following information:

- Description of the solicitation or contract and number;
- Name of protestor with address, contact information, phone numbers and email addresses;
- Detailed statement of the grounds for protest; and
- Statement of the proposed relief or remedy.

Protests must be submitted in writing via facsimile copy, email with hard-copy back-up, USPS, FedEx or other package delivery service, or hand-delivered to:

City of Monrovia
Office of the City Manager
415 S. Ivy Avenue
Monrovia, CA 91016
FAX: 626-932-5520

Email: dfeik@ci.monrovia.ca.us

Grounds for Protest

A protest may be submitted on one or more of the following grounds:

1. The CITY failed to follow the procedures or requirements in this RFP;
2. That there has been a violation of conflict of interest laws as provided by California Government Code section 87100 et seq.; or
3. That there has been a violation of State or Federal law.

Evaluation and Decision on Protest

Upon receipt of a protest, the City of Monrovia will review the grounds for the protest and provide a written response addressing in detail each substantive issue raised in the protest. A copy of the protest and the City's decision will be transmitted to the protester. The City Manager for the City of Monrovia is the responsible official for evaluation of protests and has the authority to make the final determination in matters of protest. The decision of the City of Monrovia will be final.

Should material information become available subsequent to the City Manager's decision on a protest or, if the protester believes that an error has been made of law or regulation, the protester may request reconsideration of that decision by formal notice to the City Manager within five (5) working days of the date of the original protest decision.

VI. SCOPE OF WORK

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.

CITY – Shall indicate the City of Monrovia [also referred to as “City”].

Contractor – As applicable based on the context, shall signify a firm submitting a proposal to provide the services described herein, or the firm selected and under contract with CITY to provide the transportation services solicited pursuant to this RFP.

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

Deadhead – For paratransit 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 and travel during driver breaks and other "out of service" times. The travel between scheduled pickups and drop offs, regardless of whether a passenger is on board, is not deadhead.

Demand Responsive – 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”].

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, deboarding and wheelchair securement. Dwell time is included in the Vehicle Revenue Hour computation.

Early Trip -- For Dial-A-Ride service, any trip on which the vehicle arrives for the pick up more than 5 minutes prior to the scheduled time. For fixed route service, any arrival at a time point before the scheduled time.

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.

Late Trip – For Dial-A-Ride service, any trip on which the vehicle arrives for the pick up more than 10 minutes after the scheduled time. For fixed route service, any arrival at a time point more than 3 minutes after the scheduled time.

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

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

On-Time Pickup – For paratransit services, 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 10 minutes after that time. For fixed route services, a vehicle shall be on-time if it arrives at a designated bus stop not earlier than or no more than 3 minutes after the scheduled arrival time.

Revenue Vehicles – Refers to vehicles used to transport passengers in transit and paratransit revenue services.

Vehicle Revenue Hour – For the Monrovia Dial-A-Ride 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 and is released from service by the dispatcher. 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 revenue hours, however, this rule shall not apply to late trip cancellations. For breaks or lunches, vehicle revenue hours shall stop when the vehicle is released to go on break or lunch and resume when the vehicle arrives on-time at the first pick-up location following the break or lunch. Vehicle revenue hours are also known as “revenue vehicle hours” and “vehicle service hours.” [This definition is intended to be identical to that required in NTD reporting.]

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

Vehicle revenue hours, for both services, shall exclude any meal breaks, service breaks, mechanical breakdowns and time a vehicle is down due to an accident.

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

SECTION 2: CITY DUTIES AND RESPONSIBILITIES: GoMonrovia

CITY shall accept the following responsibilities and perform the following duties with respect to Monrovia Transit. To the extent reasonable and feasible, Contractor shall assist CITY in this regard.

2.1 Monrovia Transit Revenue Vehicles

The Contractor shall provide a fleet of three (3) transit service vehicles for the operation of Monrovia Transit services. The three (3) vehicles shall be Class D Braun Entervan minivans with capacity for up to five (5) ambulatory passengers plus the driver or two (2) wheelchairs with ambulatory passengers plus the driver. The City shall provide one (1) Class B Glaval cutaway paratransit bus. The bus is configured to transport nine (9) ambulatory passengers and two (2) wheelchairs. Vehicles provided by Contractor must be registered on the Lyft application. Contractor shall provide the minimum number of vehicles during each specified time period set forth in Exhibit C of this Agreement.

Vehicles provided pursuant to this AGREEMENT will be reserved for exclusive use in the operation of AGREEMENT and will not be used for hire by other groups or organizations except under arrangements established by CITY. The vehicles must prominently and permanently display the Monrovia Transit logo and the transit service name "Monrovia Transit." Contractor agrees that the vehicles will not be operated on public streets for any purpose other than as required for daily transit service, or any other activity associated with the system's operations unless specifically authorized by CITY.

For all City-provided vehicles, CITY shall provide fareboxes with spare vaults and vehicle licenses.

2.2 System Planning and Administration

CITY shall be responsible for all policy decisions and activities relative to Monrovia Transit services, schedules, days and hours of operations, stop locations, street furnishings, preparation of planning documents, budgets, grant applications and related documentation, and other such activities related to overall system administration.

2.3 Information, Advertising and Promotion

CITY shall host, maintain and control the content of the GoMonrovia website. All information regarding GoMonrovia, including Monrovia Transit, will be resident on that website, including service schedules, fares, service and route maps, and service policies.

CITY shall prepare, place, schedule, and pay for all advertising and promotional materials designed to inform the public of Monrovia Transit operations and to promote ridership.

CITY shall also be responsible for all signage, graphics and/or vinyl wraps placed on the exteriors or interiors of all vehicles used in Monrovia Transit service, with the exception of vehicle signage required by law and regulation.

2.4 Fuel

CITY shall provide all gasoline for operation of the Monrovia Transit vehicles at the City's Corporation Yard located at 600 S. Mountain Avenue, Monrovia. Contractor-provided vehicles for the operation of Monrovia Transit, shall be fueled at the City's Corporation Yard. CITY shall be responsible for the cost of fuel for all Monrovia Transit vehicles.

CITY shall establish and communicate to Contractor such operating, administrative, and accounting procedures as necessary to control and record fuel operations. CITY shall issue Contractor employee codes, access cards, and/or other media needed for access to the CITY Corporation Yard and operation of the fueling station.

2.5 Schedules, Passes, Tickets,

At CITY's discretion, CITY may develop and implement a form of fare media that will be accepted in lieu of cash fares. CITY shall prepare, print, and provide to Contractor all schedules, passes, tickets, and like materials required by Monrovia Transit operations. Contractor shall distribute and disseminate such materials in accordance with the provisions of the AGREEMENT and any directions supplemental thereto provided by CITY.

2.6 Bus Stop Signs and Street Furnishings

CITY shall be responsible for the purchasing, installation and maintenance of all transit related street furnishings. Contractor and its employees shall cooperate with CITY by advising CITY of any such irregular conditions to street furnishings observed during Monrovia Transit operations.

2.7 Complaints and Comments

CITY shall receive all complaints and comments regarding Monrovia Transit services and enter them into a complaint/comment database. Within one business day of receiving a complaint or comment, CITY shall email a copy of the transcribed complaint or comment to Contractor for investigation as appropriate. CITY shall maintain a chronological record of all complaints and comments received, the results of Contractor's investigation, and any action taken to resolve the complaint.

2.8 Notification: Potential Interference with Monrovia Transit Operations

CITY shall make a reasonable effort to notify Contractor in advance of any road closures, detours, parades, or other events under CITY jurisdiction that may interfere with Monrovia Transit operations or require deviations from routes or schedules. Contractor and CITY shall mutually agree upon such deviations.

SECTION 3: CONTRACTOR DUTIES AND RESPONSIBILITIES-OPERATIONS

Contractor shall perform the duties and accept the responsibilities set forth below in connection with its operation of GoMonrovia. The failure of the CITY to specifically identify a duty or responsibility below shall not relieve Contractor of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary, and generally accepted within the public

transportation industry as being an integral element of operating a public transportation system and services of a kind and character such as GoMonrovia.

3.1 General Operations

3.1.1 Operations: General Monrovia Transit

Contractor shall provide the necessary management, technical, and operating services for the operation of Monrovia Transit services as specified by the CITY.

Contractor shall assist and cooperate with CITY in meeting the objectives of providing quality transportation services. Contractor shall establish and maintain close liaison activities, coordination, and cooperation with CITY on matters relating to operations, monitoring, reporting and service performance measurements.

All staff, facilities, vehicles, equipment, fuel, supplies and services required for the operation and management of Monrovia Transit shall be furnished by Contractor unless CITY specifically identifies an element of equipment or aspect of service to be its responsibility.

3.1.2 Operations: General Lyft Concierge

Contractor shall provide the necessary management, technical, and operating services for the operation of Lyft Dispatch/Concierge as specified by the CITY.

Contractor shall assist and cooperate with CITY in meeting the objectives of providing quality concierge service for the Lyft app. Contractor shall establish and maintain close liaison activities, coordination, and cooperation with CITY on matters relating to operations, monitoring, reporting and service performance measurements.

3.2. Operations

3.2.1 Monrovia Transit

Monrovia Transit is a pre-registration transportation system for ADA passengers that provides service within the city limits of Monrovia and defined County unincorporated islands located south of Monrovia. Service is also provided to and from the Target in Duarte and physician offices and designated medical facilities within a three-mile radius of the Monrovia city limits, including Methodist Hospital, City of Hope, Santa Teresita in Duarte and medical offices along Duarte Road in Arcadia.

Monrovia Transit will operate seven days a week 24 hours a day all year round.

Monrovia Transit trips may be requested in advance, same-day and as immediate requests:

- Advance Reservations: Non-medical reservations can be made up to 24 hours in advance;
- Medical Trips: Medical reservations can be made up to one month in advance;
- Same-Day Trips: Same-day trip requests may be made prior to the desired pick-up time; and

- Immediate Request Trips: Immediate request Dial-A-Ride trip requests may be made at any time during the service day.

3.2.2 Lyft on Demand Dispatch

Lyft provides subsidized rides for all eligible residents and visitors who apply the coupon codes using Lyft within the service area boundaries. Riders who have entered the coupon code will pay the subsidized ride amount per Lyft ride which has a starting and ending destination within the City boundaries. Riders will also have the option to request Monrovia Transit wheelchair access.

Lyft on Demand will operate seven days a week 24 hours a day all year round.

- Lyft trips may be requested in advance, same-day, and as immediate requests.

Contractor will provide Call Center staffing for those users who use the Lyft application and/or Monrovia Transit but do not own or have access to a cellular phone. The Concierge Service is designed to allow users to request a ride. Users who call into the Call Center and request a wheelchair-accessible vehicle will be scheduled to travel on the Monrovia Transit vehicle fleet after approved by the City.

Contractor will provide rides by dispatching service vehicles to users who request them via the Lyft application or concierge service. In order for the Contractor to manage the program, Contractor will be provided access to an online portal owned and hosted by Lyft (the "Dashboard"). Contractor may request a Lyft ride for a user by submitting each request in the Dashboard. Each request will include all relevant ride information, including, but not limited to, the user's first and last name, pick-up and drop-off location, and telephone number. The Contractor will transmit the request via the Lyft platform to available Drivers.

In the event a Lyft ride is scheduled for a future date and time, the Contractor will schedule it through Lyft by submitting the request to drivers ("Request") within a reasonable time from the desired pick-up time. If the Request is not accepted by a Lyft driver, a notification of non-acceptance will be sent.

3.3 Service Areas

3.3.1 Service Area – Monrovia Transit

Contractor shall operate Monrovia Transit services in the following service areas:

1. In-City Service Area as depicted in Attachment G-1.
2. City of Bradbury as depicted in Attachment G-2.
3. County Unincorporated Service Area as depicted in Attachment G-3, located south of the City of Monrovia in unincorporated Los Angeles County. Funding of this service area is

provided from the Los Angeles County Department of Public Works and Proposition A Incentive funding. Operation of service in this service area and payment of such service is contingent on CITY'S receipt of such funds. If CITY does not receive funding for transit services in the out-of-City service area, CITY shall notify Contractor in writing and Contractor will immediately cease providing transit service in the out-of-City service area.

4. Designated satellite locations as indicated in Attachment G-4. Transit service shall be provided only to the designated satellite locations.
5. CITY reserves the right to modify the service area as necessary for fiscal, jurisdictional, geographic, or passenger travel pattern requirements.

3.3.2 Service Area – Lyft

Contractor shall dispatch rides in the City jurisdiction service area. See attachment G-4

3.4. Special Services

In addition to regular Monrovia Transit operations, Contractor may from time to time upon receiving specific written authorization by CITY, provide special transportation services within the City of Monrovia using Monrovia Transit vehicles, provided that such special services are determined by CITY to be in the public interest, do not interfere with regular Monrovia Transit operations, and are in compliance with applicable federal and state statutes. Contractor shall be entitled to compensation beyond the established maximum obligation for such services at the normal rate per vehicle revenue hour specified in the AGREEMENT.

3.5 Service Standards

Contractor shall strive at all times to provide service in a manner that will increase system productivity while achieving or surpassing 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 CITY expectations. The listed standards will be benchmarked during the initial 30 days of service and modified, if necessary, to ensure that the standards provide reasonable and achievable levels for system performance. During the initial 30 days of service, Contractor will not be liable for any damages provided in this Section 3.5 for failure to meet the Monrovia Transit service standards.

Contractor and CITY shall meet once a month for the initial six months of service, and at least once a quarter thereafter, to evaluate performance of Monrovia Transit based upon these standards. If the standards are not fulfilling their intended purpose, the standards and associated damages for Contractor's failure to meet these standards may be adjusted based upon recommendations made by Contractor and/or Foothill Transit. CITY shall make the final decision regarding transit service standards and associated damages for Contractor's failure to

meet these standards. Should it be found that Contractor's performance has contributed to Contractor's failure to achieve these standards, Contractor shall take all reasonable actions required by CITY to correct any deficiencies in performance.

Monrovia Transit Service Standards

Performance Criteria	Standard	Damages	Incentive
1. Service Productivity	Dial-A-Ride: 3 Passenger Trips per Vehicle Revenue Hour	Dial-A-Ride: \$200 damages for any month average productivity per Vehicle Revenue Hour is 2.5 or less	Dial-A-Ride: \$100 incentive for any month average productivity per Vehicle Revenue Hour is 4.0 or greater
2. Dial-A-Ride On-Time Performance	95%	\$250 damages for any month in which on-time performance is 93.0% or less	None
3. Telephone Hold Times	a) 90% of all calls shall be answered in 2 minutes or less; b) 100% of all calls shall be answered in 3 minutes or less	a) Damages of \$200 for any month 75% or less of all calls are answered in 2 minutes or less; b) Damages of \$200 for any month 90% or less of all calls are answered in 3 minutes or less	a) None; b) \$100 incentive for any month standard is achieved

3.6 Personnel

3.6.1 General Provisions

Contractor shall provide the necessary management and administrative personnel whose expertise will assure efficient operation of Monrovia Transit;

- a) Contractor shall be solely responsible for the satisfactory work performance of all employees designated to provide services to Monrovia Transit or of any reasonable performance standard established by CITY.
- b) Contractor shall be solely responsible for payment of all employee's wages, benefits and payroll taxes. Contractor's wages and work hours shall be in accord with local, County, State and Federal regulations affecting such personnel.
- c) Contractor shall hold harmless CITY, City of Bradbury, County of Los Angeles, Foothill Transit and the Los Angeles County Metropolitan Transportation Authority of any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices affecting Contractor's employees.

3.6.2 Operations Management

Contractor shall provide operations management at a level and capability sufficient to oversee its functions and employees.

Contractor shall designate and provide the services of a Project Manager, subject to the approval of the CITY, who shall provide overall management and supervision of Monrovia Transit under the terms of the AGREEMENT. It is understood that the Project Manager may have other management responsibilities in addition to Monrovia Transit, however, these must be disclosed in Contractor's proposal and cannot be increased without express written agreement of the CITY. The Project Manager must have a minimum of five years' experience in public transit operations and at least three years' supervisory experience in transportation systems similar to Monrovia Transit.

The Project Manager shall work cooperatively with CITY'S assigned transit staff in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from Monrovia Transit riders and the general public, and responding to specific requests for other assistance if the need arises.

Contractor shall assure CITY that the Project Manager designated for this project will not be replaced during the Base Term of this contract without the written consent of CITY. Should the services of the Project Manager become unavailable to Contractor, the resume and qualifications of the proposed replacement shall be submitted to CITY for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent Project Manager, unless Contractor is not provided with such notice by the departing employee. CITY shall respond to Contractor concerning acceptance of the candidate for replacement Project Manager. Should the position of Project Manager remain unfilled for a period of thirty (30) days or more, the CITY may deduct the Project Manager's compensation from Contractor's payments.

The Contractor may further designate one or more Operations Supervisor(s) or other supervisory positions to assist the Project Manager in carrying out all oversight activities relative to Monrovia Transit operations.

The office of the Project Manager shall be physically located at the facility designated by Contractor for management and operation of Monrovia Transit. During all times when Monrovia Transit services are in operation, either the Project Manager or a supervisory-level employee designated to act for the Project Manager shall be on duty and available either by phone or in person at the Contractor's facility to make management and operational decisions regarding Monrovia Transit operations and provide coordination, as necessary, and shall be authorized to act on behalf of Contractor regarding all matters pertaining to this Scope of Work. Contractor's proposal shall clearly describe a plan for operational supervision.

3.6.3 Employee Selection and Supervision

Contractor shall be responsible for the employment and supervision of all employees necessary to perform Monrovia Transit operations. Such responsibilities shall include employee recruitment,

screening, selection, training, supervision, employee relations, evaluation, retention and termination.

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

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

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

Contractor shall endeavor to recruit a sufficient number of Spanish speaking reservations/dispatch employees to accommodate Dial-A-Ride request and transit information calls during all service hours.

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

Nothing in this section shall be construed by either Contractor or CITY to be in conflict with the language and intent of Section VI, Personnel, of the AGREEMENT.

3.6.4. Retention of Existing Employees

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

A successor Contractor or subcontractor who agrees to retain employees, pursuant to subdivision (a) [of Senate Bill No. 158] shall retain employees who have been employed by the prior Contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior

contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the successor Contractor or subcontractor.

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

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

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

The existing service Contractor shall make available the number of employees who are performing services under the service contract and the wage rates, benefits, and job classifications of those employees to CITY or to any entity that CITY identifies as a bona fide Contractor. See Attachment D to the RFP.

3.6.5 Training of Drivers and Operations Personnel

Contractor shall develop, implement, and maintain a formal training and retraining program that shall be subject to review and approval by CITY.

An outline of the training program, including periodic updates, shall be on file with the CITY. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

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

All drivers shall be certified as having completed Contractor's formal training course for new drivers or experienced drivers as approved by CITY and be licensed as required by the State of California for the vehicles being operated. All drivers shall be licensed with a valid California

operator's licenses with appropriate certification(s) and medical card as required for the vehicles being operated. Contractor shall ensure that sufficient drivers possess valid Class B licenses to meet Monrovia Transit staffing requirements at all times. Drivers shall meet all applicable requirements as established by the California Highway Patrol (CHP).

On a quarterly basis, or more frequently if needed to document staffing changes, Contractor shall provide the CITY with a listing of Contractor employees trained and qualified for the operation of Monrovia Transit services, including management and supervisory staff, office and dispatch, vehicle operators and maintenance staffs. Listing shall include employee's name, job position, a recent photo, and for vehicle operators, their current driver's license and certifications.

Contractor shall prepare and furnish to CITY 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; farebox policies and procedures; vehicle inspection, care and maintenance policy and procedures, reporting procedures and pertinent sample forms.

Dispatchers, telephone operators, supervisors, and any other personnel who may from time to time be assigned to provide telephone information on the Dial-A-Ride telephone reservation lines shall be trained in customer relation skills, telephone manners, accident/incident procedures, fares, Dial-A-Ride reservation procedures, general information about Access Services and other transit services and Monrovia Transit operating policies. Operations control personnel assigned to Monrovia Dial-A-Ride trip scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable demand response scheduling procedures and professional techniques and shall be specifically trained in the operation and use of any computerized system provided for the administration of Monrovia Dial-A-Ride.

3.6.6 Drivers' Responsibilities

Drivers will, when requested by CITY, hand out notices to passengers or otherwise render assistance in CITY'S customer relations, promotion, monitoring, and supervisory functions.

Drivers may be required to honor special passes; collect, cancel and/or validate passes and tickets as determined by CITY. Drivers will verify cash fares deposited in farebox, but will not handle money. Drivers will record ridership information in accordance with procedures approved by CITY.

Drivers shall have an accurate time piece available at all times during operation of any vehicle.

The following shall be minimum service requirements and vehicle operator responsibilities. Failure to carry out these responsibilities shall result in a vehicle operator being prohibited from driving any vehicle covered by this contract, unless subsequently approved in writing by City. Contractor shall ensure vehicle operators shall:

- Appear neat, clean, well groomed, and in an acceptable uniform;
- Always be helpful and courteous to passengers;
- Operate the vehicle safely and legally;

- Assist elderly and physically impaired passengers in boarding and deboarding (Dial-A-Ride drivers);
- In cases of emergency, shall immediately contact the Contractor for assistance;
- Notify passengers of stops and when transfers are required;
- Ensure that all passengers wear seatbelts and shall assist, if necessary, the passenger in fastening the seatbelt;
- Must allow any passenger who requests to use the passenger lift to board the vehicle to do so without explaining or justifying their request;
- Not allow animals in vehicle except service animals or small animals contained in an accepted transport cage, box or carrier;
- Not deviate from route and schedule without City's permission;
- Notify City and Contractor in cases of emergencies or breakdowns;
- Make sure the vehicle stays on schedule but never ahead of schedule;
- Vehicle operators shall observe a dwell time of ninety (90) seconds, at any point after sounding horn or when the patron has signaled acknowledgment of the vehicle arrival;
- Not smoke in the vehicle and enforce no smoking rules;
- Enforce Monrovia Transit passenger rules;
- Not carry or make change;
- Not accept tips;
- Not eat or drink aboard Monrovia Transit vehicles with the exception of beverages in a closed-top, secured container. Alcoholic beverages may never be consumed aboard Monrovia Transit vehicles;
- Not use any device that plays video, music or amplifies sound aboard Monrovia Transit vehicles;
- Not use cellular telephones, pagers, or other communications devices (including text messaging) while operating Monrovia vehicles;
- If a passenger becomes unruly after boarding and is not a threat to the vehicle operator may request that the passenger exit the vehicle. If the passenger refuses to disembark, the driver may contact dispatch for assistance;
- If a passenger becomes unruly after boarding and is a threat to the safety of the vehicle operator and/or passengers, the vehicle operator shall contact dispatch for emergency assistance, when it is safe to do so; and
- Take charge of a safety and security incident scene until the arrival of supervisory or emergency personnel.

3.6.7 Removal of Employee from Project

The City may require the immediate removal of any of Contractor's employees from Monrovia Transit service for any reason, including, but not limited to, the following:

- Committing unsafe or inappropriate acts while providing service;
- Revocation, suspension, or non-renewal of a valid California driver's license;

- Conviction of any felony criminal offense;
- Unacceptable customer service as reported by customers, other vehicle operators, or directly observed by City staff or its agents;
- Non-compliance with City-specified appearance standards; or
- Failure to comply with any criteria or standards in the RFP.

3.7 Uniforms

Drivers and other operating staff shall be in uniform at all times while in service or otherwise on duty. Contractor shall provide driver uniforms to its employees. The design, type, and logo of the uniforms shall be subject to CITY'S approval. Moderate-heeled, closed-toe shoes shall be worn at all times. Only CITY approved uniform caps may be worn. While performing their duties, vehicle operators shall wear nametags clearly displaying their names.

3.8 Safety Program

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

Contractor shall develop, implement, and maintain in full compliance with California Law (SB 198) a formal safety illness and injury prevention program including periodic safety meetings, participation in safety organizations, safety incentives offered by Contractor to drivers and other employees, and participation in risk management activities under the auspices of Contractor's insurance carrier or other organization.

Contractor shall provide a copy of said Safety Program, including evidence of compliance with SB-198, and subsequent program update to CITY.

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

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

3.9 Road Supervision

Contractor shall provide road supervision as necessary to monitor drivers and vehicles and assist drivers in revenue service.

3.10 Accident, Incident, and Complaint Procedures

Prior to initiating services under the agreement, Contractor shall develop, implement and maintain formal procedures, subject to CITY review and approval, for response to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not

necessarily limited to: vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, lift failures of vehicles in service, and Monrovia Transit vehicles operating more than thirty (30) minutes behind promised schedule. All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the Monrovia Police Department. Contractor will advise such agency of the accident and request that a unit investigate the accident.

The CITY's City Manager or his designee shall be notified in person or by telephone within thirty (30) minutes of the occurrence of any accident or incident involving a Monrovia Transit vehicle or service that requires emergency services and/or the transport for medical treatment of a passenger, a member of the public or an employee of the Contractor. A written follow-up report shall be provided to the CITY within one (1) business day of such accident or incident. In the event of an accident or incident that results in property damage or loss only, Contractor shall notify the CITY in writing within 1 business day of the event and provide a written report within three (3) business days.

All Comments and Complaints regarding Monrovia Transit services shall be received by CITY, recorded, and a copy transmitted to the Contractor within one business day of receipt. Contractor shall investigate all complaints and, within ten (10) business days of the initial report, provide a written summary of the investigation's findings and the actions taken to resolve any valid issue to the CITY.

3.11 Vehicle Scheduling and Dispatching

3.11.1 General Contractor shall utilize a systematic, organized and documented method to record, schedule and dispatch reservations for all Monrovia Transit trips. The method must be capable of accommodating advanced reservations, subscriptions, out-of-town medical, same-day and immediate service requests and of integrating all demand for service into efficient vehicle tours that maximize productivity and assure service quality to levels prescribed in this Scope of Work.

Contractor shall be responsible for all costs associated with any demand responsive reservation/scheduling/dispatch system proposed for the operation of GoMonrovia and accepted by CITY, including but not limited to: hardware, software, communication links, installation and set-up, implementation and on-going training of Contractor and CITY staff, updates and revisions, subscription charges or fees, access by CITY staff, and at least annual technical review and training by software vendor.

Proposal shall provide a thorough description of Contractor's proposed reservations and scheduling system.

3.11.2 Staffing Contractor shall provide an adequate number of trained and qualified persons to staff the Dial-A-Ride scheduling and vehicle dispatching functions and satisfy the Service Standards defined herein [See Section 4.3]. Contractor shall endeavor to hire and schedule Spanish speaking reservations staff. Reservations/Dispatch staff shall also be responsible for maintaining radio control with all vehicles in service and for maintaining the daily dispatch log in a format to be proposed by Contractor.

Contractor will be required to provide the technical expertise and support staff necessary to:

- Train Monrovia Transit staff to proficiency in the use of provided scheduling and dispatch, computer, communications, and telephone systems;
- Provide customized performance reports and operating data;
- Ensure that all staff answering telephone calls for Monrovia Transit are educated and familiar with the City of Monrovia, City of Bradbury, County unincorporated islands, out-of-town medical destinations, and general information about regional public transit providers (Metro and Foothill) and adjacent municipal transit services; and
- Ensure that Monrovia Transit scheduling staff are knowledgeable of and apply the tools and techniques in provided system to optimize vehicle schedules.

3.11.3 **Compliance with Monrovia Transit Policies** Contractor shall implement and administer reservations, scheduling and dispatch procedures that shall be in compliance with City of Monrovia's policies as presented in the Monrovia Transit User's Guide.

3.11.4 **Monrovia Transit Reservations** The Monrovia Transit services requires that all passengers complete a one-page application, including providing back-up documentation showing disability eligibility. Passengers must receive approval from the City before scheduling a ride. When placing a trip request, riders will be requested to give point of origin, point of destination and number of persons in the party. Upon making a trip reservation, riders will be advised of the promised pickup time for their trip and advised that the Monrovia Transit vehicle may arrive from 5 minutes before to 10 minutes after that promised time.

3.11.5 **Scheduling** within the requirements set forth within this Scope of Work, Contractor's scheduling staff will organize trip requests for Monrovia Transit service so as to meet or exceed the service standards defined herein. Monrovia Transit shall be operated as a shared-ride service.

3.11.6 **Dispatch/Concierge Operations** Contractor shall provide qualified staff to operate dispatch/concierge services 24 hours a day, seven days a week for both Monrovia Transit and the City's on-demand ride-sharing program. Since Monrovia Transit is an ADA paratransit service, there is a requirement that reservations be staffed on holidays.

For both Monrovia Transit services and Lyft Concierge, dispatchers shall record the time calls are received, the estimated or scheduled pick-up time, the actual time the patron is picked up and the actual time the patron is dropped off. Dispatchers shall do everything possible to avoid undue delay of any patron, either at the point of pick up or en route.

3.12 Vehicles and Equipment

Contractor shall provide any and all vehicles and equipment necessary for the operation of the Monrovia Transit system other than what is indicated in Section 2, CITY Duties and Responsibilities. Prior to initiation of services under the Agreement, Contractor shall procure or otherwise provide the following vehicles and equipment, as appropriate:

3.12.1 **Non-Revenue Vehicles** Should the Contractor determine that the management and administration of Monrovia Transit requires non-service vehicles to be used in administrative and

on-street support of the Monrovia Transit services, including but not limited to on-street shift changes, response to accidents/incidents, observation of in-service vehicles and administrative purposes, provision of such vehicles shall be the responsibility of the Contractor. All costs associated with any such non-revenue vehicle, including fuel, maintenance and licensing shall be the responsibility of the Contractor and specified in the Cost Proposal.

3.12.2 Mobile Communications Contractor shall provide a system for mobile communications with all vehicles used in Monrovia Transit service. System may either use 2-way radio or push-to-talk cellular. System shall allow communication with individual vehicle operators as well as all operators. If 2-way radio system is provided, Contractor shall install units in all service vehicles and provide all mobile and base radio equipment, installation and maintenance, and a copy of the necessary radio license. With either system option, Contractor shall pay the costs of and provide City with one (1) handheld mobile radio or push-to-talk unit for monitoring of Monrovia Transit operations. Contractor will be responsible for proper radio procedures and for any actions or fines imposed by the FCC for improper use of the system.

3.13 Operations and Maintenance Facility

CONTRACTOR shall be responsible for securing, establishing and maintaining a facility for the operation, maintenance and administration of Monrovia Transit. With the approval of the CITY, such facility may be shared with operation of similar services for another client agency.

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

- An enclosed workspace sufficient to allow maintenance personnel to service at least two (2) Type B transit vehicles and be protected from the weather.
- A paved shop floor capable of withstanding the weight of a Type B transit vehicle.
- Adequate area to clean the vehicles in accordance with the AGREEMENT.
- Adequate secured storage area for tools, equipment and parts.
- A security-fenced, paved and lighted area for overnight vehicle parking with adequate space for all vehicles.
- Adequate appropriately equipped space for administrative personnel, dispatching and information staff, driver lounge or ready room, and training/safety meetings.
- A furnished control room, including computer equipment, maps, scheduling/dispatch equipment, adequate desks, tables, chairs, and other equipment as may be appropriate.

Although preferred, the CITY does not require that Contractor's facility be located within the city limits of Monrovia. Contractor shall state in their proposal the mileage from the intersection of S. Myrtle Avenue and Huntington Drive to the proposed operations and maintenance facility. If facility is at some distance from service area, proposals should discuss how deadhead will be minimized on City-provided transit vehicles.

The location, use, and upkeep of such facilities shall be subject to periodic inspections and continued approval by CITY and/or Foothill Transit during the term of AGREEMENT. Any change in the originally-approved facility location is subject to written approval by CITY.

3.14 Telephone Reservation and Information System

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 Monrovia Public Transit 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 a language other than English. Contractor will provide TDD equipment for communications with patrons who have hearing disabilities and will provide the capability to receive and accommodate telephone calls from callers speaking languages other than English during all hours when Dial-A-Ride reservations may be made.

The Contractor will be required to provide the following phone lines and service for Monrovia Transit:

- Dial-A-Ride Reservations and General Information: a minimum of three (3) but four (4) recommended lines in rotary which will be connected to the Monrovia Dial-A-Ride and Lyft Concierge reservations number – 626-358-3538 - and also used for general transit information calls. Additional lines may be required if complaints are received of callers receiving “busy” signals at peak times;
- TDD Unit: a second number and separate line for connection to a TDD which will be provided by Contractor; and
- FAX Machine: a third number and separate line which will be connected to a FAX machine which will be provided by Contractor.

Contractor is responsible for providing any additional telephone equipment and phone lines for support of its own business purposes. Upon termination of the AGREEMENT of which this Scope of Work is a part, CITY reserves the rights to the Monrovia Transit reservations, TDD and FAX numbers as indicated above herein, and Contractor agrees to transfer said telephone numbers upon request.

Contractor shall provide an automatic call director (ACD) unit which shall answer all telephone calls for Monrovia Transit, including Monrovia Dial-A-Ride service request calls, calls to cancel Dial-A-Ride trips, and calls for information about Monrovia Transit services. If calls cannot be answered immediately, the ACD system shall hold the calls in a queue and cause the calls to be answered in the order in which they were received. Once answered by a human, Monrovia Transit calls are not to be terminated before the call is completed or placed on hold without the explicit approval of the caller. The ACD shall capture and allow for the reporting of data on telephone system performance, including, but not limited to, total calls received; total calls abandoned; average hold time; number of calls by length of time on hold and maximum hold time. Contractor shall provide ACD reports to the CITY monthly.

3.15 Fares; Fare Collection

3.15.1 Collection of Fares CITY shall establish all fares of any kind or character to be paid by Monrovia Transit patrons. Contractor shall ensure that each patron pays the appropriate fare prior to being provided transportation service. All cash fares will be paid by patrons in the exact amount due for their appropriate fare category and shall be deposited by patrons in locked

fareboxes provided by CITY with each vehicle. Contractor will collect or otherwise process in the manner directed by CITY all non-cash fare such as passes or tickets.

3.15.2 Deposit and Crediting of Fare Revenues All fares collected by Contractor shall be retained by Contractor but credited to CITY. All fares shall be emptied from fareboxes daily and deposited on a timely basis into a local bank account approved by CITY for that purpose. On a monthly basis, collected fare revenue shall be deducted from the Contractor's invoice to the CITY. Contractor shall document and report the total amount of fare revenue to CITY and Foothill Transit.

3.15.3 Accounting for Fare Revenues Contractor shall maintain separate accounting for all fares collected and shall provide CITY with appropriate documentation of fares collected in each month's Monthly Management Report. Contractor shall investigate any discrepancies over \$10.00 per month and shall provide a report to CITY within seven (7) calendar days explaining such discrepancy. If Contractor cannot reasonably provide a satisfactory explanation for the discrepancy, Contractor shall be liable for any variances. Free fares, which result from a late pickup time (more than 5 minutes before or 10 minutes after scheduled time), shall be considered a variance, and shall be noted as such in the billing.

CITY reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to Contractor.

3.15.4 Training of Monrovia Transit Staff Contractor shall ensure that all vehicle drivers and reservations/dispatch staff are aware of and adhere to the fare structure, including the acceptance of passes, tickets, transfers and tokens. In addition, vehicle drivers shall be required to collect, cancel and/or validate passes and tickets, and issue and collect transfers.

3.16 Ticket Sales

CITY may elect to sell or provide tickets to Monrovia Transit patrons. In such case, Contractor shall collect, record, and deposit ticket sales according to instructions of the CITY.

3.17 Books, Records, and Reports

3.17.1 General Provisions

1. Contractor acknowledges that CITY and Foothill Transit receive funds from the Los Angeles Metropolitan Transit Authority ("METRO") for joint CITY projects that require specific detailed information to be kept and reported in required formats. Accordingly, Contractor shall provide monthly or other reports requested by CITY or Foothill Transit to meet said reporting requirements. Contractor's failure to provide the requested reports may jeopardize receipt of METRO funds by CITY or Foothill Transit. In such case, Contractor shall be liable for any funds not received by CITY due to Contractor's failure to provide the reports in the format requested by CITY or Foothill Transit. CITY or Foothill Transit may from time-to-time request other additional information.

2. All records and data prepared and maintained by Contractor pertaining to AGREEMENT shall be property of CITY and shall be made available to CITY for inspection and copying at no additional charge.

3.17.2 Record Retention and Audit

Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for CITY under the AGREEMENT on file for at least three (3) years following the date of final payment to the Contractor by CITY.

Any duly authorized representative(s) of CITY or Foothill Transit 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 CITY representative(s) and CITY shall be permitted to observe and inspect any or all of Contractor's facilities and activities during Contractor's usual and customary business hours for the purposes of evaluating and judging the nature and extent of Contractor's compliance with the provisions of the AGREEMENT. In such instances, CITY'S representative(s) shall not interfere with or disrupt such activities.

In the event that an audit is conducted of Contractor specifically regarding AGREEMENT by any Federal or State auditor, or by any other auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with CITY within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law. CITY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

3.17.3 Required Operating and Performance Data

Contractor shall collect, record, and report all operational data required by the National Transit Database (NTD) and the CITY in a format approved by the CITY. Such data shall be collected and maintained by service type for Monrovia Transit. It shall include, at a minimum:

- passenger count data by service, fare category and jurisdiction
- number of seniors passengers
- total vehicle hours,
- total vehicle miles,
- vehicle revenue hours,
- vehicle revenue miles,
- wheelchair boarding's
- Dial-A-Ride passenger no-shows and cancellations
- on-time performance (Dial-A-Ride)
- average telephone hold time
- number of calls on hold 3, 5, and 10 minutes or more
- passenger mile sampling data in accordance with a method approved by the FTA for NTD purposes.

Information concerning vehicle activity shall be collected daily on the Dial-A-Ride driver's log, fixed route drivers report, dispatch log, and/or other forms as developed by Contractor and approved by CITY.

The operations data shall be collected and compiled daily, weekly, monthly, quarterly, and annually, and shall be recorded according to the individual routes, modes and total system. Individual totals shall be provided for peak-hour services, weekdays, Saturdays and Sundays.

Driver trip sheets, dispatch logs, daily logs, reports, farebox revenue records and summaries shall be available, upon request, for CITY review at the operations facility by 3:00 PM on the next business day following data collection.

3.17.4 Reporting

a) Monthly Management Report Following the close of each calendar month, a Monthly Management Report shall be prepared by Contractor and submitted to the CITY no later than the 10th business day of the following month. The Monthly Management Report shall provide City with a clear and concise summary of Monrovia Transit performance during the prior month and for the reporting year to date, and shall include, but not be limited to, information on system performance, passenger complaints and compliments, vehicle maintenance and servicing, vehicle break-downs and service calls, passenger fares, telephone answering, and accidents and incidents. The City reserves the right to modify the Monthly Management Report and its required content at any time.

b) National Transit Database (NTD) Reporting All public transit service provided by CITY must be reported annually to the Federal Transit Administration (FTA) in a completed National Transit Database (NTD) report. In accordance with FTA guidelines, CITY must submit a consolidated NTD Report to Metro of all its contracted service. Contractor is responsible for ensuring that all of the information reported meets FTA definitions and accuracy requirements. In addition, Contractor is responsible for keeping the NTD data collection procedures current with the most recent FTA guidelines.

Contractor shall annually attend the Metro's NTD reporting workshop and submit a draft NTD report on its operated service to CITY no later than one week prior to the submittal date required by Metro. Contractor shall be the primary contact for NTD Audit.

Contractor shall collect, record, and report to the CITY on a quarterly basis all operating and financial data on a year-to-date cumulative basis for the Monrovia Transit operation in accordance with the National Transit Database, Section 99243 of the California Public Utilities Code, and/or as specified by the Los Angeles County Metropolitan Transportation Authority (Metro). All worksheets and detail information used to prepare these reports shall be available to CITY, upon request, within one month after the close of the applicable quarter and at the close of the reporting year.

3.18 System Promotion

All development, preparation and production of advertising and/or promotional activities with respect to Monrovia Transit shall be the responsibility of the CITY. Contractor shall, however, cooperate with CITY in any such activities initiated by the CITY by making available needed

equipment, facilities, and reasonable levels of personnel assistance at no additional cost or expense to CITY. Contractor also shall dispense Monrovia Transit informational materials and publications, respond to patron requests for information, act as liaison and provider of information with and to community agencies and groups, and assist and support CITY'S advertising and public informational efforts.

No paid advertising or promotional banners will be permitted on Monrovia Transit vehicles except with the written direction and approval of the CITY. Any related revenues shall be solely the property of the CITY.

3.19 System Recommendations

Contractor shall continually monitor Monrovia Transit operations, facilities, and equipment; and shall, from time to time and as warranted, advise CITY and make recommendations to CITY based upon observed deficiencies and needed improvements. CITY shall retain all authority, however, to make determinations and to take action on such recommendations.

3.20 ADA Compliance

In performance of the Agreement, Contractor shall ensure compliance at all times with the Provision of Service requirements of the Americans with Disabilities Act [37 CFR Subpart G, Sections 37.161 through 37.167] including, but not limited to:

- Maintenance of accessible features;
- Keeping vehicle lifts in operative condition;
- Lift and securement use;
- Assisting individuals with disabilities in use of securement systems, ramps and lifts;
- Permitting individuals who do not use wheelchairs, including standees, to use a vehicle's lift or ramp to enter the vehicle;
- Announcing of stops on fixed route buses;
- Permitting service animals to accompany individuals with disabilities in vehicles and facilities;
- Making available adequate information concerning transportation services in accessible formats or technology;
- Not prohibiting an individual with a disability from traveling with a respirator or portable oxygen supply;
- Ensuring that adequate time is allowed for individuals with disabilities to complete boarding or disembarking from the vehicle; and
- Adhering to the City's Reasonable Modification Policy.

Contractor shall ensure that all employees operating Monrovia Transit services, administering the reservations, scheduling and dispatch, and maintaining the revenue vehicles are trained to proficiency as appropriate for their positions and responsibilities.

3.21 Emergencies; Natural Disasters

In the event of an emergency or natural disaster, Contractor shall make available, to the maximum extent possible, transportation and communications services as directed by CITY. In the absence of direction from the CITY, Contractor shall follow directions of appropriate law enforcement/emergency management agencies. To the extent CITY requires Contractor to provide such emergency services, Contractor shall be relieved of the obligation to fulfill the duties and responsibilities to operate Monrovia Transit as herein described until released from emergency response.

Contractor shall be reimbursed for documented and reasonable costs in excess of normal Monrovia Transit operating costs.

SECTION 4: CONTRACTOR DUTIES AND RESPONSIBILITIES: MAINTENANCE

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

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

4.1 Maintenance – General

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

4.2 Maintenance and Operations Facility

Contractor shall establish and maintain an operations and maintenance facility as detailed in Section 3.13 herein. In addition to those requirements, said facility shall, at a minimum, meet the following requirements to support the maintenance of Monrovia Transit vehicles:

- All tools and equipment necessary to perform periodic repairs and the preventive maintenance activities for gasoline powered vehicles.
- All tools and equipment necessary to perform periodic service and adjustments and make mechanical repairs.
- Facilities and equipment necessary to clean the vehicles and equipment in accordance with this Scope of Work.

4.3 Maintenance Management and Personnel

4.3.1 Maintenance Management

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

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

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

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

4.3.2 Maintenance Personnel

In addition to the Maintenance Manager, Contractor shall hire and employ other maintenance and service personnel as necessary to properly maintain and service the Monrovia Transit vehicles.

Maintenance personnel assigned to work on Monrovia Transit vehicles and equipment shall have the necessary skills to:

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

4.4 Preventive Maintenance

Contractor shall document and submit a proactive preventive maintenance program for review and approval by CITY prior to the effective date of this AGREEMENT. As a minimum, Contractor's preventive maintenance program shall adhere to the preventive maintenance schedules and standards of the industry, and shall be sufficient so as not to invalidate or lessen warranty coverage of any Monrovia Transit vehicle or associated equipment. Adherence to preventive maintenance schedules shall not be regarded as reasonable cause to defer maintenance in specific instances where Contractor's employees observe that maintenance is needed in advance of scheduled maintenance.

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

4.5 General Maintenance Policies

- All wheelchair lift-related equipment shall be inspected, serviced and lubricated at intervals necessary to insure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service.
- Brake inspections and adjustments shall be performed at intervals that insure the safe and efficient operation of the braking system.
- All components of the vehicle bodies, appurtenances, and frames shall be maintained in a safe, sound and undamaged condition at all times. Damage (including body, glass, and all appurtenances) shall be repaired in a professional manner within three weeks (21 calendar days) of occurrences.
- All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and fully functional, as designed, condition at all times.
- The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle.
- Heating, ventilation and air conditioning (HVAC) systems shall be maintained and used to insure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times on all in-service hours. Contractor shall maintain the A/C systems in an operable condition throughout the entire year.
- All parts, materials, tires, lubricants, fluids, oils and procedures used by Contractor on all Monrovia Transit vehicles and equipment shall meet or exceed OEM Specifications and requirements.

4.6 Daily Vehicle Servicing

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

- Fueling

- Engine oil, coolant, water and transmission fluid check/add
- Farebox check
- Passenger lift check
- Brake check
- Light and Flasher check
- Interior sweeping and dusting
- Exterior and interior visual inspection
- Check all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention.

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

4.7 Daily Driver's Inspection

13 CCR 1234 lists the records required by regulation to be kept by motor vehicle carriers. Section 1234, 13 CCR reads, in part: (e) Daily Vehicle Inspection Reports: Motor carriers shall require drivers to submit a documented daily vehicle inspection report pursuant to section 1215(b). Reports shall be carefully examined, defects likely to affect the safe operation of the motor vehicle or combination or result in a mechanical breakdown shall be corrected before the vehicle or combination is driven on the highway, and carriers shall retain such reports for at least three months.

13 CCR 1215(b)(1)(A) requires that before driving a motor vehicle, the driver shall: "Inspect each vehicle daily to ascertain that it is in safe operating condition and equipped as required by all provisions of law, and all equipment is in good working order." The requirement to perform a daily pre-trip inspection applies to all drivers of all vehicles listed in 34500 CVC, without exception. There is no legal provision for this task to be delegated to someone other than the driver, such as to a mechanic who may arrive at work early to start all of the vehicles and "check them out".

The Drivers Daily Vehicle Inspection Report is not required to be submitted or otherwise documented until the end of the driver's work period. This is so that any defects that become apparent during the course of the work period can be included in the report. This report is required whether or not any defects are found.

4.8 Vehicle Cleaning

Contractor shall maintain Monrovia Transit vehicles in a clean and neat condition at all times.

The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed at least once per week, including all windows, seats, floor, stanchions and grab rails. All foreign matter such as gum, grease and dirt shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery and graffiti shall be repaired/

removed immediately upon discovery. Ceilings and walls shall be thoroughly cleaned at least once per month, or more often as necessary.

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

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

Contractor shall perform complete vehicle detailing on each vehicle, twice per year on a schedule approved by the CITY. Detailing shall include, at a minimum: the cleaning of all interior surfaces using an appropriate cleaner and treatment using an appropriate protectant; cleaning of the vehicle exterior followed by the application of an appropriate polish and wax; and cleaning, polishing and treatment of all wheels, rims and tires.

Contractor shall schedule vehicle detailing in a manner that does not adversely affect the Monrovia Transit services.

4.9 Fueling

Contractor and Contractor's employees shall be required to adhere to any and all operating, administrative, and accounting procedures required by CITY in connection with all fueling operations. CITY may issue Contractor employee codes, access cards, and/or other media needed for access to the CITY Corporation Yard and operation of the fueling station. Contractor shall be responsible for maintaining control of such access information and media and shall be responsible for any damages due to the misuse of or loss of control over access information/media issued to Contractor.

4.10 Vehicle Towing

In the event that towing of any Monrovia Transit vehicle is required due to mechanical failure or damage, Contractor shall be responsible to provide such towing at Contractor's sole expense.

4.11 Emissions Control Programs

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

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

Contractor shall be responsible for administration of a Smog Check program for Monrovia Transit vehicles. Contractor shall be responsible for emissions testing and shall further be responsible to conduct repairs as required to meet emissions standards.

4.12 Maintenance Evaluations

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

4.13 Out-of-Service Designation

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

- Brakes out of adjustment
- Loose steering components
- Wheelchair lift and related equipment not functioning properly
- Air conditioner unable to maintain a temperature 20 degrees F lower than ambient 72 degrees F
- Heating or defrosting inoperable
- "Missed" Preventive Maintenance Inspection
- Tires with tread depth of less than 2/32"
- Failure to clean each vehicle as outlined above
- Failure to repair vehicle body damage within twenty-one days of the date damage occurred
- Inoperable Emergency Exits/Doors/Windows
- Inoperable two-way radio
- Inoperable farebox
- 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 until it is brought into compliance, subject to approval by CITY.

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

4.14 Maintenance Records and Reports

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

Records of all maintenance and inspections shall be made available to CITY, the CHP and/or such other regulatory agencies with jurisdiction when requested. CITY maintains the right to inspect, examine and test, at any reasonable time, any vehicles used in performance of this AGREEMENT and any equipment used in the performance of maintenance work in order to ensure compliance with this AGREEMENT. Such inspection shall not relieve the Contractor of the obligation to continually monitor the condition of all vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery.

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

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

- Daily vehicle inspection and servicing checklist
- Work orders for all maintenance inspections, warranty repairs and other vehicle repairs including materials, parts and labor consumed.
- Road call reports, or work order, for each road call identifying date and time, vehicle number, problem and mileage of vehicle.
- Monthly vehicle summary to be included as part of the Monthly Management Report, listing, at a minimum, the operation status of each vehicle, vehicle mileage, vehicle mileage since last preventive maintenance inspection, vehicle fuel and lubricants consumption, vehicle road calls and maintenance or repair work done during that month.
- Semi-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; route service total road calls and miles per road call; Contractor's summary of maintenance problems, particularly components with high incidences of in-service failures, and steps taken or recommendations to reduce such problems and in-service failures.

Contractor shall submit to CITY copies of the California Highway Patrol (CHP) Annual Safety Compliance Report (CHP 343) and Vehicle Inspection Reports (CHP 343a) within one (1) business day of the conclusion of any such CHP inspection. Contractor shall attain satisfactory rating in each category of the Safety Compliance Report (maintenance records, driver records, regulated equipment and terminal). Contractor shall expeditiously correct any deficiencies noted on any CHP vehicle inspection report.

Receipt of an unsatisfactory rating on a CHP terminal inspection may constitute grounds for sanctions by the CITY, up to and including contract termination.

4.15 Vehicle Maintenance Record Keeping

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

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

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

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

Contractor shall submit the entire vehicle file to the CITY upon request and upon expiration or termination of this agreement.

4.16 Maintenance Inspections

CITY and Foothill Transit reserve the right to review maintenance records, inspect any vehicle and, by notice to Contractor, reject any vehicle temporarily or permanently for use in Monrovia Transit operations. Additionally, Foothill Transit will provide quarterly inspections of all CITY Transit Fleet vehicles, and provide reports reflecting status and damages to vehicles, to both CITY and Contractor. Contractor shall be responsible for timely correction of all deficiencies identified during the inspections.

4.17 Environmental Compliance

For the purposes of this Section:

"Applicable Environmental Laws" means any and all laws concerning the protection of human health and the environment which include, but will not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C.

§§1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; as they have been or will be amended from time to time, and the regulations implementing such statutes; and any similar state, county, municipal or other local laws and ordinances concerning the protection of human health and the environment and the regulations implementing such statutes.

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

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

VII. REQUIRED FORMS

The following forms must be completed, properly executed, and included in each Proposal in order for that Proposal to be valid. Missing, incomplete or unexecuted forms may render a Proposal noncompliant and cause that Proposal to be rejected for cause.

The forms appearing here will also be provided in Microsoft Word or Excel on the City's website to expedite proposal preparation. Go to <http://www.cityofmonrovia.org/rfps> .

- Form A. Monrovia Transit Cost Proposal [Pages 1-4] – Included in Section IV
Cost Proposal**
- Form B. Contractor Contact Information**
- Form C. Addenda Acknowledgement**
- Form D. Non-Collusion Affidavit for Contractor**
- Form E. References**

**FORM B
CONTRACTOR CONTACT INFORMATION**

Contractor

Firm Name:

Authorized Representative Name:

Authorized Representative Title:

Telephone Number:

Email Address:

Secondary Contact Name:

Secondary Contact Title:

Telephone Number:

Email Address:

Is Firm a qualified DBE? No Yes, Qualifying Agency:

Annual Dollar value of participation: \$

Subcontractors to Contractor

Firm Name:

Address:

City, State, Zip

Authorized Representative Name:

Authorized Representative Title:

Telephone Number:

Email Address:

Work to be performed:

Is Firm a qualified DBE? No Yes, Qualifying Agency:

Annual Dollar value of participation: \$

Firm Name:

Address:

City, State, Zip

Authorized Representative Name:

Authorized Representative Title:

Telephone Number:

Email Address:

Work to be performed:

Is Firm a qualified DBE? No Yes, Qualifying Agency:

Annual Dollar value of participation: \$

Attach additional pages as necessary.

**FORM C
MONROVIA TRANSIT PROCUREMENT
ADDENDA ACKNOWLEDGEMENT FORM**

CONTRACTOR: _____

CONTRACTOR acknowledges that it has received and read the following Addenda:

Addendum # _____

Signature _____

Addendum # _____

Signature _____

Addendum # _____

Signature _____

Addendum # _____

Signature _____

Addendum # _____

Signature _____

**FORM D
NON-COLLUSION AFFIDAVIT FOR CONTRACTOR**

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent)

of _____, hereinafter referred to as
(CONTRACTOR) or (subcontractor).

2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the City of Monrovia, State of California.

3. That his/her proposal is genuine, and is not collusive or a sham proposal.

4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONTRACTOR, firm, or person to submit a collusive or sham proposal in connection with such contract, or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other CONTRACTOR, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against City, or any person interested in the proposed contract; and,

5. That the price or prices quoted in the proposal are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the CONTRACTOR, or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 2022, at _____, California.

Signed: _____

Title: _____

**FORM E
REFERENCES**

Contractor's Name _____

Please list at least three references, of similar size and type of transit services, including governmental agencies, if possible.

Reference 1

AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

CONTRACT START DATE: _____ END DATE: _____

NUMBER OF VEHICLES OPERATED: _____

DESCRIPTION OF SERVICES PROVIDED:

Reference 2

AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

CONTRACT START DATE: _____ END DATE: _____

NUMBER OF VEHICLES OPERATED: _____

DESCRIPTION OF SERVICES PROVIDED:

Reference 3

AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

CONTRACT START DATE: _____ END DATE: _____

NUMBER OF VEHICLES OPERATED: _____

DESCRIPTION OF SERVICES PROVIDED:

Reference 4 [Optional]

AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

CONTRACT START DATE: _____ END DATE: _____

NUMBER OF VEHICLES OPERATED: _____

DESCRIPTION OF SERVICES PROVIDED:

ATTACHMENTS

- A Draft Agreement/Transit Services Contract**
- B Operating & Financial Data**
- C Summary of Present Hourly Employee Positions, Wage Ranges and Benefits**
- D Monrovia Transit Fleet Schedule**
- E RFP RC-DBE Instructions for Metro Subrecipient Agencies**
- F Service Area Maps**
 - 1) Map of the City of Monrovia**
 - 2) City of Bradbury**
 - 3) County Unincorporated Islands**
 - 4) Lyft Service Area Map**

ATTACHMENT A
DRAFT AGREEMENT

CONTRACTOR SERVICES AGREEMENT

This Contractor Services Agreement (“Agreement”) is dated July 1, 2022 (“Effective Date”), and is between the City of Monrovia, a California municipal corporation (“City”) and [Contractor’s Legal Name], a [Legal Form of Entity, e.g., California corporation, limited partnership, limited liability company] (“Contractor”).

RECITALS

A. City desires to utilize the services of Contractor as an independent contractor to provide Transportation Services that meet the requirements of the Americans with Disabilities Act (“ADA”) and are accessible to persons with disabilities as part of the GoMonrovia program.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. Contractor’s Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services, attached as **Exhibit A**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Contractor Representative shall be Bertha Aguirre, President (the “Contractor Representative”). The Contractor Representative shall directly manage Contractor’s services under this Agreement. Contractor shall not change the Contractor Representative without City’s prior written consent.

C. Time for Performance. Contractor shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements applicable to this Agreement, including, without limitation, the ADA.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through June 30, 2023, unless sooner terminated as provided in Section 13 of this Agreement or extended by the City as provided in Section 14 of this Agreement.

3. Compensation.

A. Compensation. As full compensation for Contractor's services provided under this Agreement, City shall pay Contractor the total flat sum of [XX] Dollars (\$XX) (the "maximum compensation"), as set forth in the Approved Fee Schedule, attached hereto as **Exhibit B**.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Contractor, unless the City Council and the Contractor Representative authorize the additional services in writing prior to Contractor's performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten (10) business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 3 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this agreement available during Contractor's regular working hours to City for review and audit by City.

5. Ownership of Documents. All reports, documents or other written material ("written products") developed by Contractor in the performance of this Agreement shall be and remain

City's property without restriction or limitation upon its use or dissemination by City. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

6. Independent Contractor. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

7. Confidentiality. All data, documents, discussion, or other information (collectively "data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential. Contractor shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Contractor shall return all data to City upon the expiration or termination of this Agreement. Contractor's covenant under this Section 7 shall survive the expiration or termination of this Agreement.

8. Conflicts of Interest. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 8 into any subcontract that Contractor executes in connection with the performance of this Agreement.

9. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising

from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith. Contractor's duty to defend, hold harmless and indemnify the Indemnitees shall include, without limitation, any claim, investigation, administrative action or legal proceeding regarding the City's compliance with the ADA in the provision of transportation services during the term of this Agreement.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section 9, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with coverage at least as broad as Insurance Services Office form CG 00 01. with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and general aggregate limit of Four Million Dollars (\$4,000,000). If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds

2) Comprehensive Vehicle Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Ten Million Dollars (\$10,000,000) per accident for bodily injury and property damage.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has not employees.

4) Sexual Abuse/Molestation Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Coverage may be provided as part of commercial general liability coverage, professional liability coverage, or as a separate policy.

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Contractor and Contractor's employees, agents or subcontractors

from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Contractor shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 10, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 9 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

11. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for Contractor's proper performance of the services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against the City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

12. Records and Inspections. Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of five (5) years. Contractor shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

13. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five (5) calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

14. Extension. City may extend this Agreement for no more than two (2) additional terms of one (1) year each.

15. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

16. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:
Attn: Alice D. Atkins, City Clerk
City of Monrovia
415 South Ivy Avenue
Monrovia, California 91016
With a courtesy copy to:

If to Contractor:

Craig A. Steele, City Attorney
Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, CA 90071

17. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

18. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 18 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 18, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

19. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

20. Exhibits. Exhibits A, B, C, and D constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

21. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both parties.

22. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

23. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

24. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

25. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Monrovia.

26. Attorneys’ Fees. In any litigation or other proceeding by which on party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys’ fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

27. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

Contractor:

City of Monrovia,
a California municipal corporation

[Contractor's Legal Name],
a [Legal Form of Entity]

By: _____

Name: Dylan Feik

Title: City Manager

By: _____

Name: [Name of Authorized Signer]

Title: [Title of Authorized Signer]

ATTEST:

By: _____

Name: [Name of Authorized Signer]

Title: [Title of Authorized Signer]

By: _____

Name: Alice D. Atkins, MMC

Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: Craig A. Steele

Title: City Attorney

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

**EXHIBIT A
SCOPE OF SERVICES**

[Section VI of this RFP (“Scope of Work”) will be attached as “Exhibit A” to this Agreement]

**EXHIBIT B
APPROVED FEE SCHEDULE**

The typical vehicle provided for service shall be directed by the City.

1. Fixed Monthly Fee for Dispatching Services: \$XX
2. City Owned Vehicles
One of the minibuses will be on a backup capacity. Contractor will maintain and operate these vehicles following the guidelines set up by the city. The hourly rate is \$XX
3. Contractor Owned Van
Contractor will provide three (3) passenger, ADA compliant vans to provide services. Contractor will operate and maintain this vehicle following the guidelines set up by the city. The hourly rate is \$XX

From July 1, 2023 through June 30, 2024:

1. Fixed Monthly Fee for Dispatching Services: \$XX
2. City Owned Vehicles
One of the minibuses will be on a backup capacity. Contractor will maintain and operate these vehicles following the guidelines set up by the city. The hourly rate is \$XX
3. Contractor Owned Vans
Contractor will provide three (3) passenger, ADA compliant vans to provide services. Contractor will operate and maintain this vehicle following the guidelines set up by the city. The hourly rate is \$XX

From July 1, 2024 through June 30, 2025:

1. Fixed Monthly Fee for Dispatching Services: \$XX
2. City Owned Vehicles
One of the minibuses will be on a backup capacity. Contractor will maintain and operate these vehicles following the guidelines set up by the city. The hourly rate is \$XX
3. Contractor Owned Vans
Contractor will provide three (3) passenger, ADA compliant vans to provide services. Contractor will operate and maintain this vehicle following the guidelines set up by the city. The hourly rate is \$XX

EXHIBIT C

24 Hour Service Vehicle Requirement			
Weekday	Minimum Number of Contractor Vehicles Required	Weekend	Minimum Number of Contractor Vehicles Required
12:00 - 12:59 a.m.	1	12:00 - 12:59 a.m.	1
1:00 - 1:59 a.m.	1	1:00 - 1:59 a.m.	1
2:00 - 2:59 a.m.	1	2:00 - 2:59 a.m.	1
3:00 - 3:59 a.m.	1	3:00 - 3:59 a.m.	1
4:00 - 4:59 a.m.	1	4:00 - 4:59 a.m.	1
5:00 - 5:59 a.m.	1	5:00 - 5:59 a.m.	1
6:00 - 6:59 a.m.	1	6:00 - 6:59 a.m.	1
7:00 - 7:59 a.m.	3	7:00 - 7:59 a.m.	1
8:00 - 8:59 a.m.	3	8:00 - 8:59 a.m.	2
9:00 - 9:59 a.m.	3	9:00 - 9:59 a.m.	2
10:00 - 10:59 a.m.	3	10:00 - 10:59 a.m.	2
11:00 - 11:59 a.m.	3	11:00 - 11:59 a.m.	2
12:00 - 12:59 p.m.	3	12:00 - 12:59 p.m.	2
1:00 - 1:59 p.m.	3	1:00 - 1:59 p.m.	2
2:00 - 2:59 p.m.	3	2:00 - 2:59 p.m.	2
3:00 - 3:59 p.m.	3	3:00 - 3:59 p.m.	2
4:00 - 4:59 p.m.	3	4:00 - 4:59 p.m.	2
5:00 - 5:59 p.m.	3	5:00 - 5:59 p.m.	2
6:00 - 6:59 p.m.	2	6:00 - 6:59 p.m.	2
7:00 - 7:59 p.m.	2	7:00 - 7:59 p.m.	1
8:00 - 8:59 p.m.	2	8:00 - 8:59 p.m.	1
9:00 - 9:59 p.m.	2	9:00 - 9:59 p.m.	1
10:00 - 10:59 p.m.	2	10:00 - 10:59 p.m.	1
11:00 - 11:59 p.m.	2	11:00 - 11:59 p.m.	1

EXHIBIT D

FEDERAL CONTRACT CLAUSES

FTA Required/Model Clauses and Certifications

1. False or Fraudulent Statements and Related Acts
2. Breaches and Dispute Resolution
3. ITS Architecture
4. ADA Access
5. Assignability
6. Charter Bus and School Bus Requirements
7. Energy Conservation
8. Clean Water
9. Lobbying (Certification Required)
10. Access to Records and Reports
11. Federal Changes
12. Clean Air
13. Contract Work Hours and Safety Standards
14. No Government Obligation to Third Parties
15. Termination
16. Debarment and Suspension (Certification Required)
17. Civil Rights Requirements
18. Transit Employee Protective Agreements
19. Disadvantaged Business Enterprises (DBE)
20. Drug and Alcohol Testing
21. Incorporation of FTA Terms
22. Metric Requirements

1. Program Fraud and False or Fraudulent Statements or Related

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and the United States Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Agency certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Agency further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Agency to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.

2. Breaches and Dispute Resolution

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

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

Performance During Dispute – Unless otherwise directed by the City, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act of omission of the party of any of his employees, agents or others whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

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

3. ITS Architecture

Intelligent transportation system (ITS) property and services must comply with the National Intelligent Transportation Systems (ITS) Architecture and Standards to the extent required by SAFETEA-LU Section 5307c), 23 U.S.C. Section 512 note, and FTA's published policies. Consequently, third party contracts involving ITS are likely to require provisions to facilitate compliance with Federal requirements.

4. ADA Access

The contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794; 49 USC 5301 (d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participations in, be denied the benefits of, or be subjected to discrimination under any program or activity included or resulting from this Agreement.

5. Assignability

The terms and conditions of this contract shall be binding upon the City and the contractor and their respective partners, assigns and legal representatives. The rights and obligations of the contractor under the contract may not be transferred, assigned, sublet, mortgaged, or otherwise disposed of in any way. The contractor may subcontract a portion of its obligations to other firms or parties, but only after having first obtained written approval by the City, which approval shall not be unreasonably withheld.

6. Charter Bus and School Bus Requirements

The contractor agrees to comply with 49 U.S.C 5323(d), 49 U.S.C. 5323(f), 5323(r), and 49 C.F.R.

part 604, and not engage in charter and school bus operations using federally funded equipment or facilities in competition with private operators of charter and school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323 (d) and 49 U.S.C. § 5323 (f);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
4. Any other federal Charter Service regulations; or
5. Federal guidance, except as FTA determines otherwise in writing,

The contractor agrees that if it engages in a pattern of violations of FTA's Charter and School Bus Service regulations, the FTA may:

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

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

7. Energy Conservation

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

8. Clean Water Requirements

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Agency agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

9. Lobbying (Certification Required)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying

contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

10. Access to Records and Reports

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or

any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

11. Federal Changes

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

12. Clean Air

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

13. No Government Obligation to Third Parties

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

14. Termination

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

- b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- c. **Opportunity to Cure (General Provision)** The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor thirty (30) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to the City's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within [ten (10) days] after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach** In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.
- e. **Termination for Convenience (Professional or Transit Service Contracts)** The City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

- g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City goods, the Contractor shall, upon direction of the City, protect and preserve the goods until surrendered to the City or its agent. The Contractor and the City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

- h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the City may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

- a. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the City, acts of another Contractor in the performance of a contract with the City, epidemics, quarantine restrictions, strikes, freight embargoes; and
- b. the contractor, within [10] days from the beginning of any delay, notifies the City in writing of the causes of delay. If in the judgment of the City, the delay is excusable, the time for completing the work shall be extended. The judgment of the City shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City.

- i. **Termination for Convenience or Default (Architect and Engineering)** The City may terminate this contract in whole or in part, for the City's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the City, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the City may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the City.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

- j. **Termination for Convenience or Default (Cost-Type Contracts)** The City may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the City or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the City, or property supplied to the Contractor by the City. If the termination is for default, the City may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the City, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

- k. If, after serving a notice of termination for default, the City determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the City, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

15. Government Wide Debarment and Suspension (Certification Required)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or contractor knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. Civil Rights Requirements

The following requirements apply to the underlying contract.

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C., 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C.6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal Transit Law, the Agency agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Agency agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended. 42 U.S.C. 5332, the Agency agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 relating to Equal Employment Opportunity as amended by Executive Order 11375, "Amending executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C., 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Agency agrees to take affirmative action to ensure

that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Agency agrees to comply with any implementing requirements FTA may issue.

- b. *Age* – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C, 1212, the Agency agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. *Disabilities* – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C., 12112, the Agency agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

17. Transit Employee Protective Agreements

1. The Contractor agrees to comply with applicable transit employee protective requirements as follows:
 - a. General Transit Employee Protective Requirements
 - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities
 - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the City for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
 - c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas 93
 - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
2. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

18. Disadvantaged Business Enterprise (DBE) Provision.

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs and with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101. A separate contract goal has not been established for this procurement. The City, as a recipient of federal financial assistance, is required to implement the Los Angeles County Metropolitan Transportation Authority's (Metro's) Disadvantaged Business Program in accordance with federal regulation 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT). City is required to include all other DBE requirements and flow-down clauses in their solicitation and contract(s) as identified in the RN-DBE Instructions Attachment (Attachment F) for DOT-Assisted Contracts and Disadvantaged Business Enterprise Implementation Agreement for the City.

19. Drug and Alcohol Testing

The Contractor and its subcontractors are not subject to FTA's drug and alcohol testing rules if the contract only receives federal assistance from the Section 5310 and/or Section 5317 programs but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for all employees who hold commercial driver's licenses (49 CFR part 382). Contractors and its subcontractors that also receive funding under one of the covered FTA programs (Section 5307, 5309, or 5311) should include any employees funded under the Section 5310 and/or Section 5317 projects in their testing program.

20. Incorporation of Federal Transit Administration (FTA) Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by The United States Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1F](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the City requests which would cause the City to be in violation of the FTA terms and conditions.

21. Metric Requirements

To the extent required by DOT or FTA, the Contractor agrees to use the metric system of measurement in its Contract activities as may be required by 49 U.S.C. Section 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal government Programs," 15 U.S.C. Sect 205a; and other regulations, guidelines and policies issued by DOT or FTA. To the extent practicable and feasible, the Contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.

Required Certificate for Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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

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

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

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Certification for Suspension and Debarment

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(To be submitted with all bids exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

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

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

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

Notary Public _____

Expires_____

My Appointment

ATTACHMENT B
MONROVIA TRANSIT
OPERATING & FINANCIAL DATA

FY 2018 – 2019
FY 2019– 2020
FY 2020 – 2021

Monrovia Transit: FY 2018/2019

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Vehicle Revenue Hours	980.48	1025.01	648.4	768.48	710.18	555.15	725.54	48.36	593.75	618.08	623.63	564.22
Vehicle Revenue Miles	7130	7069	4517	4890	4529	3966	4395	279	3649	3622	3927	3799
Passenger Trips	2125	1988	1273	1409	1272	1210	1234	78	971	1123	1202	1002
Regular	193	146	2	0	18	0	0	0	N/A	N/A	N/A	N/A
Seniors	1194	1152	20	0	0	1	2	0	N/A	N/A	N/A	N/A
Disabled	422	436	1060	1253	1105	1048	1109	76	N/A	N/A	N/A	N/A
Aide or Free	110	37	17	11	34	43	11	0	0	7	100	6
Wheelchair Trips	206	217	174	145	115	118	112	2	92	111	3	84
Monrovia In-Town	1476	1267	831	871	786	766	770	62	N/A	N/A	1082	803
Monrovia Out of Town Trips	346	370	253	293	304	281	281	8	N/A	N/A	45	97
LA County Trips	284	332	172	229	164	114	163	6	N/A	N/A	71	92
Bradbury Trips	19	19	17	16	18	19	20	1	N/A	N/A	4	10
Monthly Invoice Amount	\$ 52,110.90	\$ 55,223.04	\$ 42,531.00	\$ 45,751.00	\$ 42,691.00	\$ 40,476.44	\$ 44,185.53	\$ 3,696.52	\$ 36,077.63	\$ 37,172.77	\$ 36,568.45	\$ 33,100.65
Fare box Revenue	\$ 999.96	\$ 979.35	\$ 610.15	\$ 698.94	\$ 607.90	\$ 580.90	\$ 601.20	\$ 38.65	\$ 485.50	\$ 560.00	\$ 553.00	\$ 501.00
No-Shows	88	129	87	54	81	72	49	4	93	106	108	69

Monrovia Transit: FY 2019/2020													
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	
Vehicle Revenue Hours	642.65	650.53	590	590	644.32	581.33	574.13	599.1	536.37	496.97	337.37	326.25	372.12
Vehicle Revenue Miles	3817	3723	3605	3605	3883	3436	3172	3387	3121	2427	1547	1613	1802
Passenger Trips	1129	1146	1062	1062	1158	1021	946	1075	970	692	375	414	459
Aide or Free	26	13	6	6	13	13	2	17	9	1	0	1	0
Wheelchair Trips	82	87	85	85	101	75	74	54	34	19	18	16	18
Monrovia In-Town	966	936	863	863	914	782	752	887	1161	878	340	379	417
Monrovia Out of Town Trips	263	268	291	291	322	249	287	287	273	186	136	193	195
LA County Trips	163	191	199	199	244	218	194	188	147	90	35	44	42
Bradbury Trips	24	17	25	25	25	21	26	24	27	24	20	18	21
No-Shows	76	81	65	65	93	74	117	80	65	78	39	24	31
Monthly Invoice Amount	\$ 36,879.47	\$ 38,167.03	\$ 34,601.00	\$ 34,601.00	\$ 375,753.00	\$ 33,946.00	\$ 34,620.27	\$ 35,306.68	\$ 32,234.08	\$ 29,945.96	\$ 20,096.10	\$ 19,826.21	\$ 14,594.94
Fare box Revenue	\$ 551.50	\$ 566.50	\$ 528.00	\$ 528.00	\$ 572.00	\$ 504.00	\$ 453.50	\$ 529.00	\$ 480.50	\$ 3,454.50	\$ 187.50	Waived	Waived

Monrovia Transit: FY 2020/2021

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Vehicle Revenue Hours	416.42	421.87	388.53	449.65	426.73	432.48	412.6	400.67	460.3	413.85	406.83	430.77
Vehicle Revenue Miles	1826	1954	1899	2304	2292	426.73	2124	2231	2771	2332	2715	2666
Passenger Trips	443	475	495	557	554	495	516	520	661	632	637	613
Aide or Free	12	18	29	23	20	28	28	14	41	33	48	28
Wheelchair Trips	12	18	16	14	21	18	23	21	41	49	31	16
Monrovia In-Town	392	406		466	460	393	428	409	546	546	582	564
Monrovia Out of Town Trips	117	183	205	202	165	174	160	187	244	165	192	22
LA County Trips	51	69	237	91	94	102	88	111	115	86	55	49
Bradbury Trips	22	21	21	24	22	22	22	22	25	18	23	22
No-Shows	43	35	25	47	22	33	41	44	32	38	27	16
Monthly Invoice Amount	\$ 28,890.74	\$ 28,596.06	\$ 27,295.63	\$ 29,615.74	\$ 28,703.87	\$ 28,796.40	\$ 29,152.34	\$ 28,746.60	\$ 30,404.09	\$ 28,389.43	\$ 27,880.93	\$ 29,084.79
Fare box Revenue	Waived	Waived	Waived	Waived	Waived	Waived	Waived	Waived	Waived	Waived	Waived	Waived

ATTACHMENT C

**SUMMARY OF PRESENT HOURLY EMPLOYEE
POSITIONS, WAGE RANGES AND BENEFITS**

Data from Empire

Position	Date of Hire	Hourly Rate	Benefits	
			Yes	No
Operator 1	5/16/2016	\$ 16.00	Yes	
Operator 2	7/10/2021	\$ 16.00	Yes	
Operator 3	2/7/2019	\$ 16.00	Yes	
Operator 4	2/2/2019	\$ 16.00	Yes	
Operator 5	2/6/2019	\$ 16.00	Yes	
Dispatcher 1	5/17/2013	\$ 17.25	Yes	
Dispatcher 2	10/4/2018	\$ 16.35	Yes	
Dispatcher 3	8/14/2017	\$ 16.00	Yes	
Supervisor	2/2/2019	\$ 19.50	Yes	
Mechanic	6/22/2009	\$ 28.00	Yes	
Mechanic	1/2/2003	\$ 30.00	Yes	

ATTACHMENT D

MONROVIA TRANSIT CLASS B VEHICLE SCHEDULE

CURRENT CLASS B VEHICLE SCHEUDLE

Vehicle	Day	From	To	Daily Hrs	Average Weekly HoursH ours	Annual Days
Contractor Vehicle (1)	Mon - Sun	00:00 AM	24:00 PM	24	168	365
Contractor Vehicle (2)	Mon - Sun	00:00 AM	24:00 PM	24	168	365
Contractor Vehicle (3)	Mon - Sun	00:00 AM	24:00 PM	24	168	365

ATTACHMENT E

**RFP RC-DBE INSTRUCTIONS FOR
METRO SUBRECIPIENT AGENCIES**

April 2021

RN-DBE LANGUAGE
RACE-NEUTRAL INSTRUCTIONS
FOR
DOT-ASSISTED CONTRACTS

The City of Monrovia has not established a DBE contract goal for this Agreement. However, the City of Monrovia strongly encourages all bidders/offerors to include DBE subcontractors in their bids/proposals to the greatest extent possible. The successful bidder/offeror that lists DBE firms in its bid/proposal will be required to submit required DBE forms with its bid/proposal and report its DBE participation obtained through race-neutral means throughout the period of performance.

1. DEFINITIONS

- a. The term “Disadvantaged Business Enterprise” or DBE means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- b. The term “Disadvantaged Business Enterprise” or -DBE. DBE classes have been determined to have a statistically significant disparity in their utilization in previously awarded transportation contracts. RC-DBE’s include all DBE groups, specifically: Black Americans, Native Americans, Asian-Pacific Americans, Hispanic Americans, Subcontinent Asian Americans, and Women
- c. The term “Race-Neutral” means a measure or program that is used to assist all small businesses. For the purposes of the DBE Program, “race-neutral” includes gender-neutrality. In addition, race-neutral participation is DBE participation obtained when a DBE goal is not established.
- d. The term “Agreement” also means “Contract”.
- e. Agency also means the local entity entering into this contract with the Contractor.
- f. The term “Proposer” shall mean prime contractor or prime consultant submitting a bid or proposal to recipient organization. The terms “Bidder” or “Offeror” may also be used in lieu of “Proposer”.
- g. The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF RC-DBE INFORMATION

If there is a RC-DBE contract goal on this contract, the Proposer, in order to be considered responsible and responsive, must make good faith efforts to meet the goal established for the contract. If the goal is not met, the Proposer must document adequate good faith efforts and submit documentation at the time of bid or proposal due date. If the Proposer fails to submit good faith effort documentation at the time of bid or proposal due date, the Proposer will be considered non-responsive. Only RC-DBE firms certified through the CUCP will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

For contracts with RC-DBE contract goals, the resulting contractor shall utilize the specific DBEs listed unless the contractor obtains City of Monrovia's written consent and unless the City of Monrovia's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

All Proposers are required to submit the following items to the City of Monrovia:

1. The name and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform. Each DBE must be certified in the NAICS code applicable to the work the firm will perform on the contract;
3. The dollar amount of the participation of each DBE firm;
4. Written documentation of the proposer's commitment to use the DBE subcontractor (the signed RC-DBE Commitment Form and/or other documentation) whose participation it submits to meet a RC-DBE contract goal;
5. Written confirmation from each listed DBE firm that it is participating in the contract in the kind of work and amount of work provided in the proposer's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

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

1. Under sealed bids, as a matter of responsiveness, or with initial proposals under contract negotiation procedures, or
2. No later than 5 days after bid opening as a matter of responsibility.

4. DBE PARTICIPATION GENERAL INFORMATION

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

- a. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- b. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- c. A DBE Proposer not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following;
 - i. The Proposer is a DBE and will meet the goal by performing with its own forces.
 - ii. The Proposer will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 - iii. The Proposer, prior to bidding, made adequate good faith efforts to meet the goal.
- d. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- e. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- f. The Proposer shall list only one subcontractor for each portion of work as defined in their bid and all DBE subcontractors should be listed in the bid list of subcontractors. Firms to be counted toward the DBE Goal must be certified by bid/proposal due date.

- g. A prime contractor who is a certified DBE is eligible to claim all of the work in the agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.
- h. In order to identify certified DBEs, you must only use the California Unified Certification Program Database (CUCP). **Certifications from other agencies or organizations will not be accepted.**

5. RESOURCES

- a. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposers may call (916) 440-0539 for web or download assistance.
- b. Access the CUCP database at: <https://californiaucp.dbesystem.com/>.
 - i. Click on Search for Certified Firms
 - ii. Searches can be performed by one or more criteria
 - iii. Follow instructions on the screen

6. MATERIALS OR SUPPLIES PURCHASED FROM DBEs COUNT TOWARDS DBE CREDIT UNDER THE FOLLOWING CONDITIONS:

- a. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies count towards the goal. A DBE manufacturer is a firm that operates, or maintains a factory, or establishment that produces on the premises that materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- b. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specification and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of doing business. To be a DBE regular dealer the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer, in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- c. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- d. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies required or fees or transportation charges for the delivery of materials or supplies on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBEs WILL COUNT TOWARDS DBE CREDIT UNDER THE FOLLOWING CONDITIONS:

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

8. TRANSIT VEHICLE MANUFACTURERS (TVM):

- a. The City of Monrovia shall require each Transit Vehicle Manufacturer (TVM), as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to complete a TVM Certification Form acknowledging that it has complied with the requirements of 49 CFR 26.49 section. The City of Monrovia shall maintain the TVM Certification Form on file for DBE Program compliance. The City of Monrovia shall check the FTA Civil Rights webpage (<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers>) to validate TVMs that have an FTA approved DBE program and overall goal submissions. The City of Monrovia is required to submit TVM certification with its Semi-Annual Report when there is a TVM award during the reporting period.
- b. The City of Monrovia is required to submit within 15 days of making an award, the name of the successful bidder, and the total dollar value of the contract in the manner prescribed in the grant agreement. Metro's Grant Administration Department will complete the TVM Report and will submit the report on behalf of the City of Monrovia to FTA using the FTA Vehicle Award Form at the following website link: <https://www.surveymonkey.com/r/vehicleawardreportsurvey>. Please contact your Metro Grants representative regarding TVM reporting should you have any questions.

9. DBE SUBCONTRACTING FLOW DOWN REQUIREMENTS:

a. CONTRACT ASSURANCE

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

b. PROMPT PAYMENT PROVISIONS

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

Prompt Progress Payments to Subcontractors

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

You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor no later than 30 days after the subcontractor's work is satisfactorily completed.

Prompt Payment of Withheld Funds to Subcontractors

The City of Monrovia shall identify one of the provisions below and include the selected provision in their federal-aid contracts to ensure prompt and full payment of retainage, if applicable, to subcontractors in compliance with 49 CFR 26.29.

Provision #1 – No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late

payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

□ Provision #2 – No retainage will be held by the agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in ___ days (insert number of days and cannot be more than 30 days) after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

□ Provision #3 – The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within ___ days (insert number of days and cannot be more than 30 days) after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

c. TERMINATION/SUBSTITUTION

The contractor must promptly notify the City of Monrovia, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor without prior written consent of the City of Monrovia. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Monrovia. The contractor must give the DBE five days to respond to the contractor’s written notice and advise the City of Monrovia and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City of Monrovia should not approve the contractor’s action. If required in a particular case as a matter of public necessity (e.g., safety), the City of Monrovia may provide a response period shorter than five days. The City of Monrovia shall review the termination/substitution request based on the reasons provided in 49 CFR 26.53. The contractor will include a contract clause stating: The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which

each is listed unless the contractor obtains the written consent of the City of Monrovia and that, unless the written consent of the City of Monrovia is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

d. FAILURE TO COMPLY

Failure of the Contractor to comply with any DBE requirement of 49 CFR Part 26 as amended, may subject Contractor to formal enforcement action or appropriate sanctions by City of Monrovia, such as the termination of the contract, progressive payment withholding until deficiencies are remedied, and any additional enforcement allowed by the contract.

INSTRUCTIONS - BIDDER'S LIST OF SUBCONTRACTORS
(DBE AND NON-DBE)
(CONSTRUCTION CONTRACTS)

ALL PROPOSERS:

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

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

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

RFP FORM 102 – BIDDERS LIST

Proposer	RFP Number			
<p>The U.S. Department of Transportation (DOT) requires the City of Monrovia to create and maintain a Bidders List containing information about all firms (DBEs and non-DBEs) that bid, propose, or quote on the City of Monrovia’s DOT-assisted contracts in accordance with 49 C.F.R., Part 26.11. The “Bidders List” is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.</p> <p>The Proposer is to complete all requested information for every firm that submitted a bid, proposal, or quote, including the Proposer itself and any proposed and rejected subconsultants. The Bidders List form shall be submitted with each proposal submitted by the Proposer to the City of Monrovia and for all bids, proposals, or quotes received by the Proposer for the Project. <i>The Bidders List content will not be considered in evaluating the proposal or determining award of any contract.</i></p>				
1.0 Proposer’s Information				
Name of Prime’s Firm:	Phone: () -			
<u>Firm Address:</u> _____	<u>Email Address:</u> _____			
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">City</td> <td style="width:10%;">ST</td> <td style="width:60%;">ZIP</td> </tr> </table>	City	ST	ZIP	Type of work/services/materials provided:
City	ST	ZIP		
Number of years in business:				
Contact Person:	Title:			
Is the firm currently certified as a DBE under 49 C.F.R., Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm’s annual gross receipts last year:			
Proposer has DBE Certification in the following categories (place an “X”): <input type="checkbox"/> Black American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Women <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million			

RFP FORM 102 (CONT’D) – BIDDERS LIST

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

2.0 Subconsultant's Information				
Name of Subconsultant's Firm:	Phone: (_____) _____ - _____			
Firm Address: _____	Email Address: _____			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">City</td> <td style="width: 10%;">ST</td> <td style="width: 60%;">ZIP</td> </tr> </table>	City	ST	ZIP	Type of work/services/materials provided:
City	ST	ZIP		
Number of years in business:				
Contact Person:	Title:			
<p>Is the subconsultant's firm currently certified as a DBE under 49 C.F.R., Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Subconsultant has DBE Certification in the following categories (place an "X"):</p> <p><input type="checkbox"/> Black American <input type="checkbox"/> Asian Pacific American</p> <p><input type="checkbox"/> Native American <input type="checkbox"/> Women</p> <p><input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American</p> <p><input type="checkbox"/> Other</p>	<p>Check the box below for your firm's annual gross receipts last year:</p> <p><input type="checkbox"/> Less than \$1 million</p> <p><input type="checkbox"/> Less than \$5 million</p> <p><input type="checkbox"/> Less than \$10 million</p> <p><input type="checkbox"/> Less than \$15 million</p> <p><input type="checkbox"/> More than \$15 million</p>			

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

INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE COMMITMENT

ALL PROPOSERS:

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

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

The form requires specific information regarding the contractor contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract RC-DBE goal when applicable. If no DBE contract goal has been established, include N/A.

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

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

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

Local Agency Proposer DBE Commitment

This form must be submitted with the proposal.

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

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

FOR AGENCY TO COMPLETE	
Agency Proposal Number _____	
Federal-Aid Project Number _____	
Federal Share _____	
Proposal Date _____	
<p>Agency certifies that the DBE certifications have been verified and all information is complete and accurate/unless noted otherwise.</p>	
_____ Signature of Agency Representative	_____ Date
<p>Agency Representative (please print or type)</p> <p>_____ () - Phone Number</p>	

	<p>Total Claimed DBE Commitment: _____%</p>
<p>_____ Signature of Proposer</p>	
_____ Date	_____ () - Phone Number
<p>_____ Person to Contact (please print or type)</p>	

Distribution:

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

**INSTRUCTIONS – SUMMARY OF MONTHLY DBE PAYMENTS INFORMATION CITY OF
MONROVIA FORM NO. 103**

SUCCESSFUL PROPOSER:

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

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

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

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

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

The City of Monrovia Form 103 must be signed and dated by the prime contractor's representative that is responsible for reporting DBE compliance matters. The form must be submitted no later than the 15th day of each month.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBCONTRACTORS PAID REPORT

FORM 103 (Please Print or Type)

Reporting Period (Month/Yr) :

1) Project Name:		2) Report No.:	1	3) Prime:			
4) Project Location:		5) Contract No.:		6) Prepared By:			
7) Prime Contractor:		8) Original Award Amount:		9) Phone #:			
10) Address:		11) Current Contract Value:		12) Contact Person:			
16) City, State, Zip Code:		13) Payment this month:		14) Phone #:			
18) Contract Award Date:		18) Total \$ Paid to-date to Prime:		17) Signature:			
21) DBE (committed) Goal:		19) Date of last progress paym't rec'd from MTA:		20) (Title):			
22) % of project complete:		23) % of project complete:					
Subrecipient - Local Agency No. 2 (Subrecipient Name)		24) DOLLARS PAID THIS MONTH	25) DOLLAR AMOUNT PAID-TO-DATE	26) (Construction only) Schedule Activity I.D.	27) TYPE OF WORK PERFORMED	28) Original Dollar Amount COMMITTED	29) Dollar +/- resulting from Change order activity
23) PRIME		\$ -	\$ -			\$ -	
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT							
SUBCONTRACTOR/SUPPLIER #1							
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT							
SUBCONTRACTOR/SUPPLIER #2							
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT							
SUBCONTRACTOR/SUPPLIER #3							
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT							
SUBCONTRACTOR/SUPPLIER #4							
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT							
SUBCONTRACTOR/SUPPLIER #5							
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT							

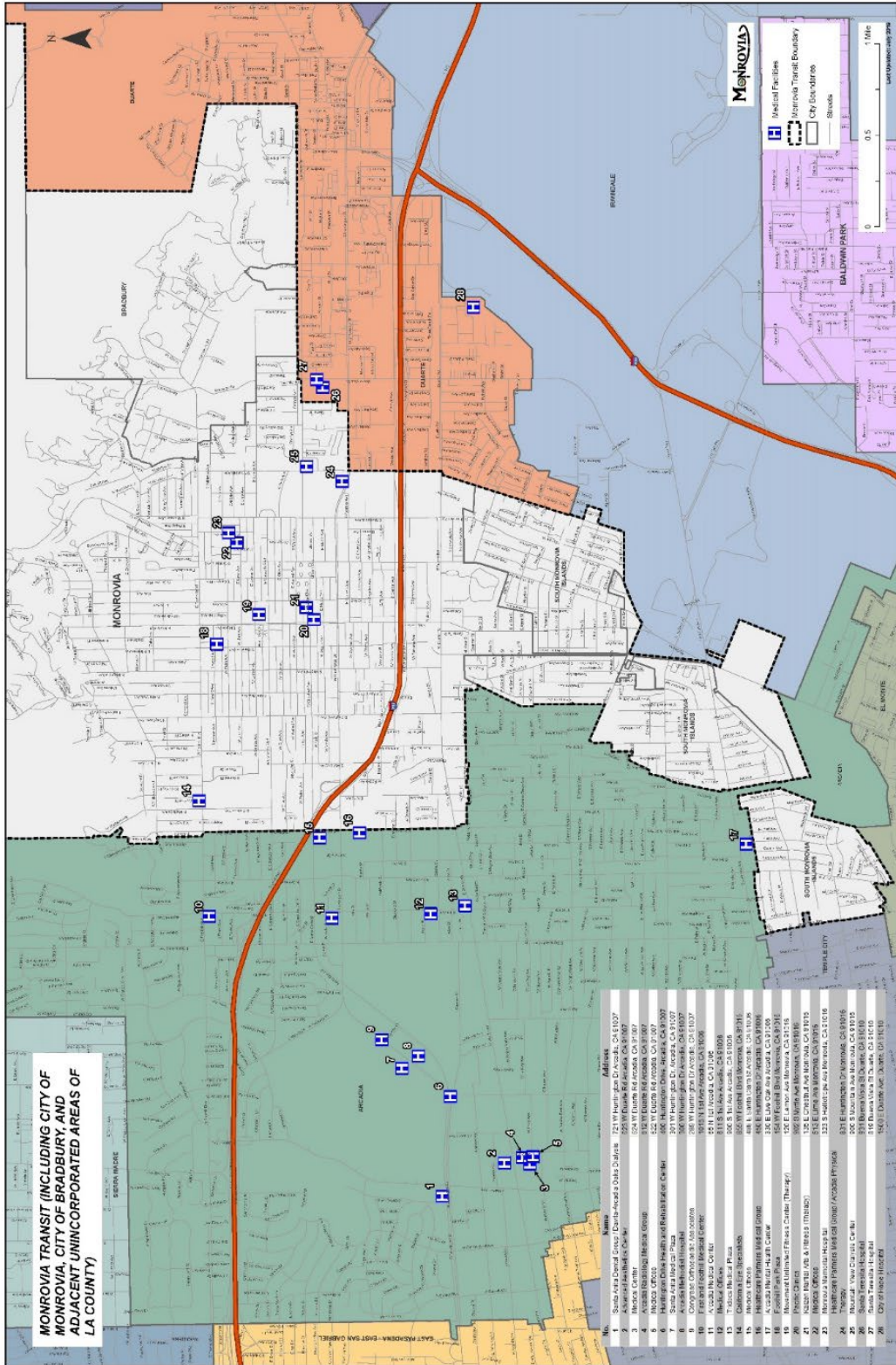
Special Instructions: The Prime shall make prompt payment of all monies due and owed to DBE and non-DBE firms within 7 business days upon receipt of payment from Agency as per contract agreement and Prompt Payment Act. Payment of retention shall be made to all DBE and non-DBE subcontractors within 7 days after satisfactory completion of the subcontracted work. This Form 103 is due by the 15th of each month and should reflect all payments made to subs through the last day of the previous month. The Prime must report monthly for the life of the contract, even if the subs(s) did not perform any work for the previous month.

ATTACHMENT F

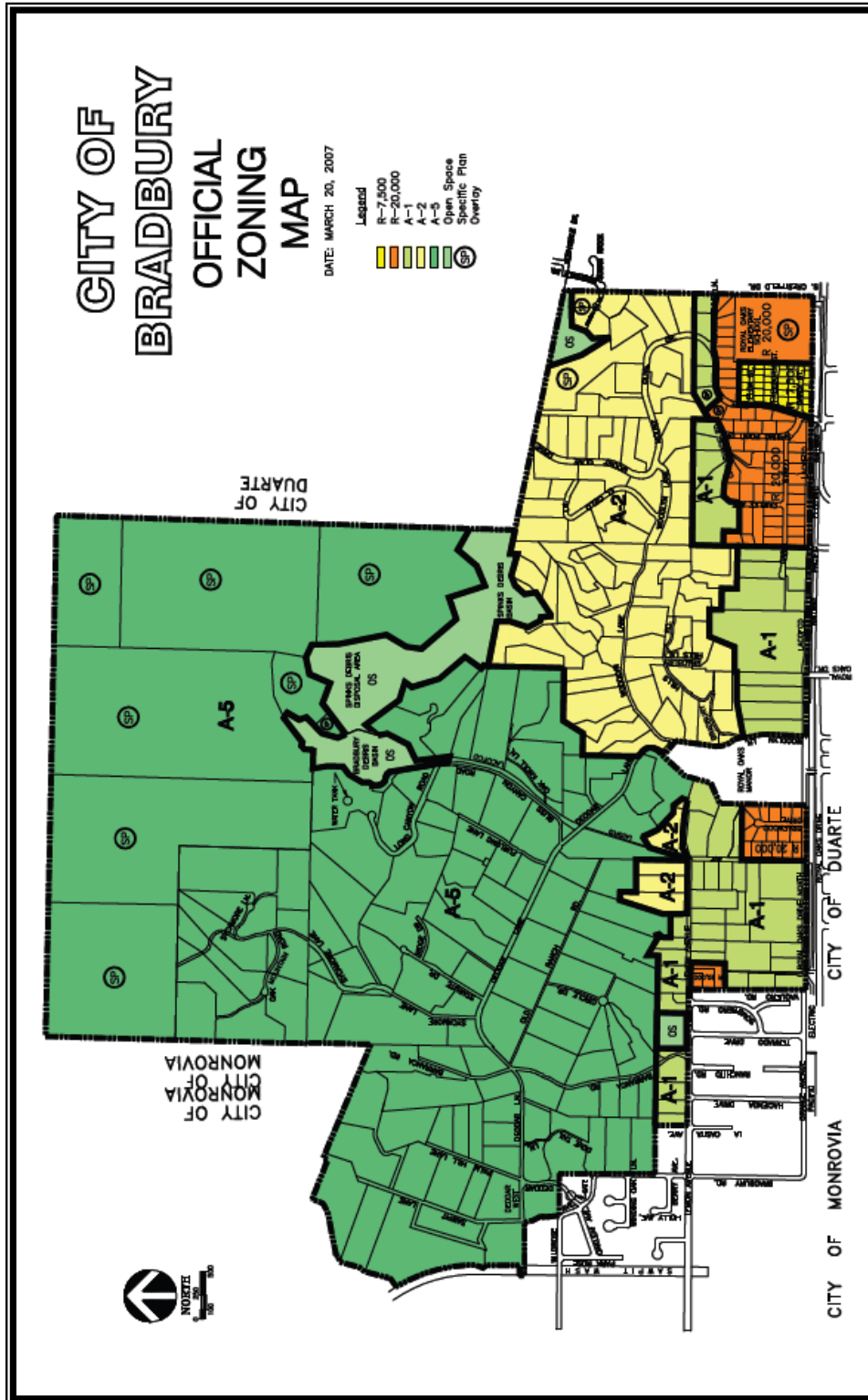
SERVICE AREA MAPS

- 1) Monrovia Transit Service Areas**
- 2) City of Bradbury**
- 3) County Unincorporated Islands**
- 4) Lyft Service Area Map**

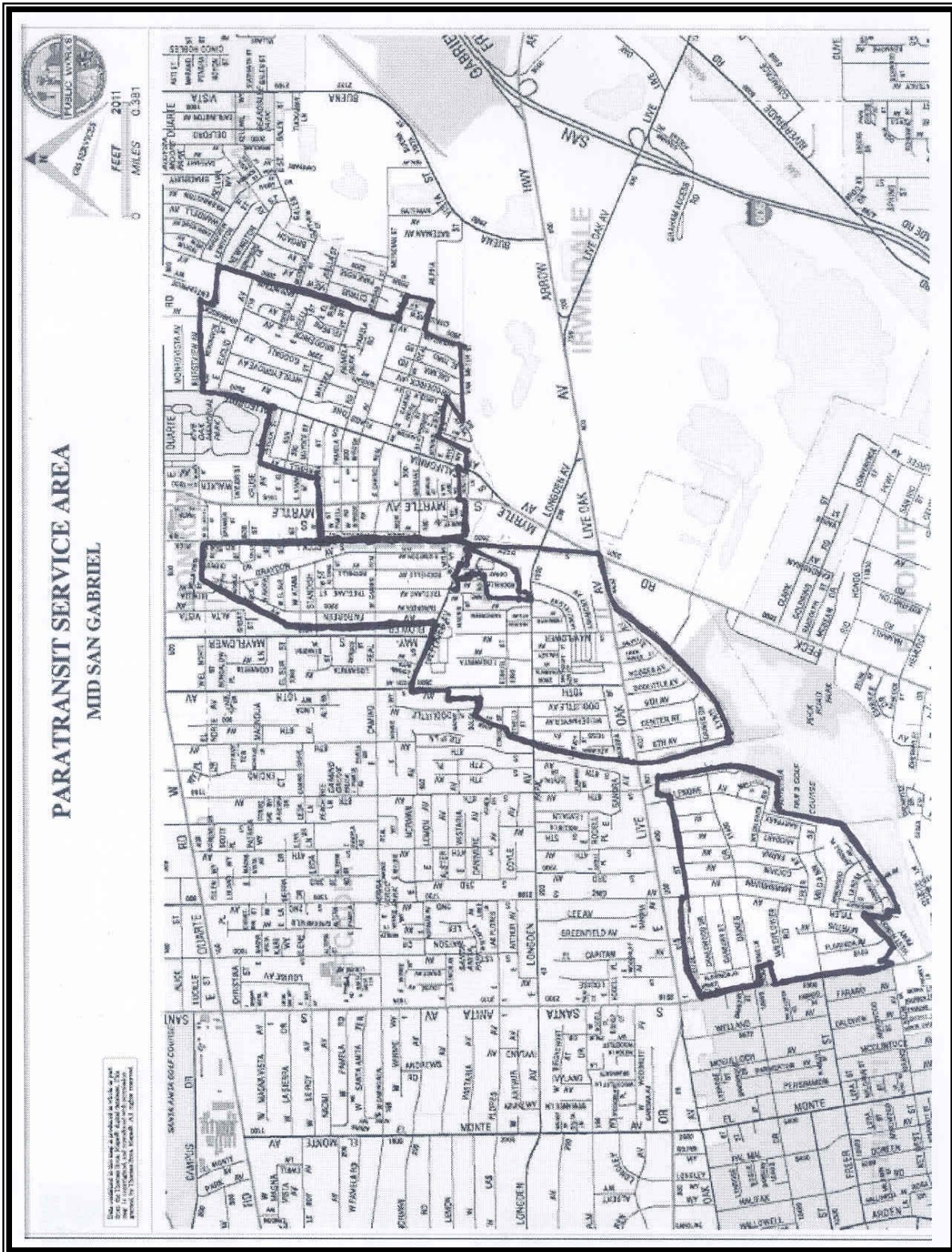
Attachment F-1 Monrovia Transit Service Areas



Attachment F-2
City of Bradbury



Attachment F-3 County Unincorporated Islands



Attachment F-4 Lyft Service Area Map

