



MONROVIA

REQUEST FOR PROPOSALS FOR GOMONROVIA TRANSPORTATION SERVICES

Issue Date: Wednesday, March 5, 2025

Proposal Due: 5:30 p.m. on Monday, March 31, 2025

**Contact: Sophia Sousa, Management Analyst
City of Monrovia Public Works
600 S. Mountain Avenue
Monrovia, CA 91016**

Table of Contents

Introduction	2
Scope of Work	7
Instructions, Conditions, and Notices to Offerors	35
Required Qualifications of Contractor	41
Cost Proposal	46
Protests	53
Required Forms	54
Attachments	55

1. Introduction

1.1 Summary

The City of Monrovia, California, (referred to herein as “the City”), is soliciting proposals from interested parties to provide the following services for two subprograms within the City’s GoMonrovia transportation program:

1. Turnkey management and operation services for the City’s transportation program for seniors and individuals with disabilities, Monrovia Transit; and
2. Dispatch/concierge services for the City’s on-demand ride-sharing program with Lyft, Inc. (Lyft).

The City partners with Lyft to provide discounted, standard, non-wheelchair accessible, on-demand rides. The City plans to continue this partnership and is not seeking proposals for a similar service from Transportation Network Companies (TNCs). The City is only seeking proposals for the services specified in this Request for Proposals (RFP).

The Contract Term for the services provided under this RFP will commence on July 1, 2025 and will consist of a base term of three (3) years, with the option to extend for up to two (2) additional years, as follows:

- Base term, Term 1, of three (3) years, from July 1, 2025 through June 30, 2028
- Extension option, Term 2, of one (1) year, from July 1, 2028 through June 30, 2029
- Extension option, Term 3, of one (1) year, from July 1, 2029 through June 30, 2030

The following is a list of key dates:

- Request for proposals issued: March 5, 2025
- Submission of questions: Prior to or by March 12, 2025
- Optional online pre-proposal conference: March 12, 2025 @ 11:00 a.m.
- Answers to submitted questions released: March 18, 2025
- **Proposals due: March 31, 2025 @ 5:30 p.m. PDT**
- Interviews/presentations of selected firms: Week of April 14, 2025
- Selection of contractor: May/June 2025
- Implementation of services requested under this RFP: July 1, 2025

There will be an **optional online pre-proposal conference** on Wednesday, March 12, 2025 at 11:00 a.m. PST via Zoom for the purpose of reviewing the contract requirements and receiving questions and comments pertaining to this RFP. The pre-proposal conference will be recorded. On March 18, 2025, the pre-proposal conference recording and the answers to any submitted questions will be posted on the City website. Register for the pre-proposal conference below:

- <https://zoom.us/j/92602349212?pwd=7aPCb3LOq6aXGDYH8LQAsE4JbbokHk.1>

Questions and comments may also be submitted to Sophia Sousa, Management Analyst, by mail or email to ssousa@monroviaca.gov.

Telephone questions and comments will not be accepted. All questions must be received no later than Wednesday, March 12, 2025.

Parties interested in responding must submit one (1) signed original and four (4) 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 5:30 p.m. on Monday March 31, 2025, 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.

Interviews will be conducted via Zoom. Selected proposers will be required to deliver a 15-minute presentation on their proposal during the interview.

1.1.1 Notice of Federal Participation

Financial assistance for the services described in this RFP will be partially provided using funds from the Federal Transit Administration (FTA) and will be subject to all applicable federal provisions and certifications established by the FTA.

1.1.2 Disadvantaged Business Enterprise

The City of Monrovia hereby affirms Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals and will not be discriminated against because of race, color, national origin, ancestry, disability, gender, sexual orientation, or religion in any consideration leading to the award of the intended contract. The project is funded in part with Federal Transit Administration (FTA) funds and subject to the DBE Program. A DBE contract goal of 2% has been established for this project.

No qualified person with a disability shall, on the basis of disability, 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.

1.2 Background

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. Its current population consists of 36,768 residents and has commercial, business, and industrial areas that draw visitors from around the region.

The City has provided transportation services since 1983 to meet local trip needs within the City for residents, community members, and visitors. In 2018, the City adopted the GoMonrovia plan, which designated the existing transit program, Monrovia Transit, to serve only individuals with disabilities and created a general, on-demand ride-sharing program through a partnership with Lyft:

1. “GoMonrovia” Lyft Pass – An on-demand ride sharing program with Lyft where the City subsidizes pass-holders’ Lyft rides at a predetermined rate.
2. Monrovia Transit – A curb-to-curb transportation service reserved for seniors ages 62+ (since 2023) and/or individuals with disabilities.

In 2023, using Federal Section 5310 Funds, the City integrated Monrovia Transit into the Lyft software application (“Lyft App”), allowing approved riders to request and pay for Monrovia Transit rides on-demand through the Lyft App. The City also expanded eligibility requirements to include seniors, ages 62+ (prior to 2023, the program was only available to those with disabilities), and increased service hours to operate 24 hours a day, 365 days a year. Monrovia Transit operated in that capacity from July 1, 2023 through February 10, 2025. Current operations will be described in detail in Section 1.2.1.

Monrovia uses a combination of federal grant funds, contract reimbursement with partner agencies, and local return funds to finance GoMonrovia.

1.2.1 Description of GoMonrovia Transportation Operations

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 managed by Sophia Sousa, Management Analyst, supervised by Victoria Rocha, Deputy Public Works Director—Administration, and directed by Alex Tachiki, Public Works Director.

Since the inception of Monrovia’s public transit program, the City has and will continue to use the services of an independent contractor to provide turnkey management and operation of the program, partnering with Lyft where applicable. The City *only* provides policy direction, general supervision and monitoring of services, service and system planning, marketing support and materials, fare media and service vehicles (as applicable), and fuel.

GoMonrovia recently operated 24 hours a day, 365 days a year, but as of February 10, 2025, the program operates seven (7) days a week, including holidays, during the following service hours:

- Sunday through Thursday, from 7:00 a.m. to 10:00 p.m.
- Friday through Sunday, from 7:00 a.m. to 1:00 a.m.

Trips can be scheduled at any time within the service hours. Drivers and dispatch staff may work before or after hours to ensure they are available and ready to provide service.

“GoMonrovia” Lyft Pass

The City maintains a public-private partnership with Lyft to provide subsidized rides to residents and visitors through a Lyft Pass applied to an individual’s Lyft account. The City Council determines the pass subsidy, which has traditionally enabled riders to pay a flat rate, while the City covers the remaining cost of each ride. There are no eligibility requirements for riders, and

discounts are only applied to rides that start and end within the program's service area (Attachments C and D). This includes the City of Monrovia, pre-approved facilities in Arcadia and Duarte, and the Duarte Line 861 bus stop at Mountain Vista Plaza.

Most riders use this service by adding the Lyft Pass to their Lyft account. For riders who do not have access to a smart phone, the City offers "Lyft Concierge". Through this service, riders can call the designated Monrovia Transit number, and a dispatcher will request a Lyft ride within the service area on the caller's behalf using Lyft's online platform. The platform will match the request to an available Lyft driver. The Contractor is not responsible for providing vehicles and drivers to accommodate this service.

The City is not seeking proposals that include on-demand transportation services that would replace the City's current partnership with Lyft.

Contractor's Role:

- The Contractor will provide dispatch staff to receive, assist, and schedule calls affiliated with Lyft Concierge services.
- The Contractor will *not* provide Lyft vehicles and drivers to accommodate trips requested through the Lyft Concierge service.

Monrovia Transit

Monrovia Transit operates similarly to typical dial-a-ride programs. It is a closed, curb-to-curb transportation service reserved for seniors (62+) and/or individuals with disabilities. In addition to the traditional method of calling a dispatch call center and prescheduling Monrovia Transit rides, the City partners with Lyft to offer on-demand access to Monrovia Transit through the Lyft App, meaning:

- Monrovia Transit drivers are also registered as Lyft drivers.
- When a rider requests a ride on Monrovia Transit through the "Mon Transit" Lyft Pass, the Monrovia Transit driver assigned to Lyft requests will receive the request and respond for pick-up.

The Monrovia Transit service area includes the Cities of Monrovia and Bradbury, unincorporated Los Angeles County neighborhoods near Monrovia and Bradbury, pre-approved facilities in Arcadia and Duarte, and the Duarte Line 861 bus stop at Mountain Vista Plaza (Attachments C and E).

Monrovia Transit trips may be requested in advance, same-day, and/or on-demand:

- Advance reservations:
 - Trips reserved for non-medical reasons can be scheduled up to two (2) days in advance.
 - Trips reserved for medical reservations can be scheduled up to 30 days 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, depending on driver availability.

- On-demand trips: On-demand trip requests may be made at any time during the program’s operating hours through the Lyft App using the “Mon Transit” Lyft Pass or by phone call.

Monrovia Transit currently operates with a fleet of up to four (4) wheelchair-accessible vehicles:

- Three (3) wheelchair-accessible vehicles provided by the contractor; and
- One (1) wheelchair-accessible vehicle provided by the City

The City provides one Class B Glaval cutaway paratransit bus configured to transport nine (9) ambulatory passengers and two (2) passengers using wheelchairs. The contractor supplies the remaining vehicles, with one (1) Class B Glaval cutaway paratransit bus with a capacity of fourteen (14) ambulatory passengers and (2) passengers using wheelchairs and the remaining vehicles are 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.

Contractor’s Role:

- The Contractor will provide turnkey management and operation services to, at a minimum, implement Monrovia Transit as described above.

Program Data

The following table contains ridership data across both programs over the past three years:

	FY 21-22		FY 22-23		FY 23-24	
Service*	Total	Monthly Avg.	Total	Monthly Avg.	Total	Monthly Avg.
Monrovia Transit	8,076	673	8,716	727	14,601	1,217
Lyft Concierge	5,827	486	6,091	508	5,334	445

**During FY 21-22 and FY 22-23, Monrovia Transit was reserved for individuals with disabilities only, and the service hours were as follows:*

- *Monday through Friday: 7:00 a.m. to 10:00 p.m.*
- *Saturday and Sunday: 8:30 a.m. to 6:00 p.m.*

On July 1, 2023, the City integrated Monrovia Transit into the Lyft App, allowing for on-demand access to wheelchair-accessible vehicles. **Of the 14,601 trips completed in FY 23-24, Monrovia Transit completed 1,570 via on-demand requests through the Lyft App.** The City expects this number to grow as riders become more comfortable with the platform.

Finally, the City expects ridership to be similar to that of FY 23-24. Although FY 23-24 reflects a 24/7 service model, 13,998 rides were taken during the service hours described for FY 21-22 and FY 22-23. This increase in ridership can be attributed to increased program marketing and the extension of eligibility to seniors (ages 62+), regardless of ability.

2. Scope of Work

The selected contractor shall provide transportation services to support the City's transportation program, GoMonrovia. This shall include Americans with Disabilities Act (ADA)-compliant transportation via Monrovia Transit and dispatch services related to the "GoMonrovia" Lyft Pass. The following sections describe the scope of work in detail:

2.1 Definitions

As used throughout the RFP, 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.

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. Drivers are not obligated to assist with lifting wheelchairs by hand or any means other than the vehicle's wheelchair lift

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

Early Trip – For Monrovia Transit service, any trip in which the vehicle arrives for the pick up more than five (5) minutes prior to 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.

GoMonrovia – Refers to the operations of both Lyft Concierge and Monrovia Transit.

Late Trip – For Monrovia Transit services, a trip is considered late if the vehicle arrives more than 10 minutes but no more than 30 minutes after the scheduled pickup time.

Lyft Concierge – A service for preapproved riders who do not have access to a smart phone but would like to participate in the “GoMonrovia” Lyft Pass program.

Missed Trip – For Monrovia Transit services, any trip in which the Monrovia Transit vehicle arrives more than 30 minutes after the scheduled pickup time or does not arrive at all.

Monrovia Transit – Refers to the ADA-compliant transportation service reserved for seniors (ages 62+) and individuals with disabilities.

No-Show – A scheduled passenger who does not appear at the designated location for vehicle boarding up to 15 minutes after the scheduled pick-up time or calls Monrovia Transit to cancel the trip less than one (1) hour before the scheduled pick-up time.

On-Time Pickup – For Monrovia Transit services, a vehicle is considered on-time if it arrives at the designated pickup location no earlier than five (5) minutes before and no later than 10 minutes after the scheduled pickup time, creating a 15-minute arrival window.

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

Vehicle Revenue Hour – For the Monrovia Transit 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.] Vehicle revenue hours 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.

2.2 City Duties and Responsibilities

The City shall accept the following responsibilities and perform the following duties with respect to GoMonrovia. To the extent reasonable and feasible, the Contractor shall assist the City in this regard.

2.2.1 Monrovia Transit Revenue Vehicles

The City shall not be obligated to provide revenue vehicles for Monrovia Transit operations.

At the start of the Base Term, the City will provide one (1) Class B Glaval cutaway paratransit bus configured to transport nine (9) ambulatory passengers and two (2) wheelchairs. The City will also provide fareboxes with spare vaults and vehicle licenses for all City-provided vehicles.

However, the City reserves the right to sell, remove, or otherwise discontinue the use of City-provided vehicles at any time and is under no obligation to replace them. Conversely, should the City acquire additional vehicles, it may, in its sole discretion, make them available for Monrovia Transit operations.

2.2.2 System Planning and Administration

The City shall be responsible for all policy decisions and activities related to GoMonrovia services, scheduled days and hours of operations, fares, stop locations, street furnishings, preparation of planning documents, budgets, grant applications and related documentation, and other activities related to overall system administration. The City may request the Contractor's assistance in developing such policies and activities, but the City shall remain the sole entity responsible for approving programmatic changes.

The City shall process all Monrovia Transit and Lyft Concierge applications and provide the Contractor with approved rider information.

2.2.3 Information, Advertising, and Promotion

The City shall host, maintain, and control the content on the GoMonrovia website (gomonrovia.com). The website will contain all information regarding GoMonrovia, including service schedules, fares, service area maps, and service policies.

The City shall prepare, place, schedule, and pay for all advertising and promotional materials designed to inform the public of GoMonrovia operations and make efforts to promote the program and increase ridership.

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

2.2.4 Fuel for Monrovia Transit Vehicles

The City shall provide all gasoline for the 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. The City shall be responsible for the cost of fuel for all Monrovia Transit vehicles.

The City shall establish and communicate operating, administrative, and accounting procedures to the Contractor as necessary to control and record fuel operations. The City shall issue the Contractor employee codes, access cards, and/or other media needed to access the City's Public Works Yard and fueling station.

2.2.5 Schedules, Passes, Tickets

At the City's discretion, the City may develop and implement a form of fare media that will be accepted in lieu of cash fares. The City shall prepare, print, and provide to Contractor all schedules, passes, tickets, and like materials required for GoMonrovia operations. Contractor shall distribute and disseminate such materials in accordance with the City's direction.

2.2.7 Complaints and Comments

If the City receives complaints and comments regarding GoMonrovia services, the City shall record them and email the Contractor a copy of the transcribed complaint(s)/comment(s) for investigation as appropriate.

2.2.8 Notification: Potential Interference with Monrovia Transit Operations

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

2.2.9 Provision of Office and Parking Space at Public Works Yard

The City shall provide the Contractor with a shared, on-site office space and parking at the Monrovia Public Works Yard at 600 S. Mountain Ave. The City shall have access to the office space to conduct routine business (for example, examining daily fuel level receipts).

2.2.10 Meetings

The City shall coordinate regular check-ins with the Contractor to discuss business operations and any opportunities for improvement. The check-in time and frequency shall mutually be agreed upon by the City and the Contractor.

2.3 Contractor Duties and Responsibilities

The Contractor shall accept the following responsibilities and perform the following duties with respect to 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 program identical or similar to GoMonrovia.

2.3.1 Service Hours

Monrovia Transit and Lyft Concierge shall operate 365 days a year, including holidays, during the following schedule:

- Sunday through Thursday: 7:00 a.m. to 10:00 p.m.
- Friday and Saturday: 7:00 a.m. to 1:00 a.m.

The City reserves the right to make schedule adjustments with prior communication provided to the Contractor. The Contractor shall be able to adapt to expanded or reduced service hours with advance notice from the City.

2.3.2 Service Areas

The Contractor shall operate Lyft Concierge within the following service areas:

- City of Monrovia
- Approved facilities in Arcadia and Duarte
- Duarte Line 861 bus stop at Mountain Vista Plaza

The Contractor shall operate Monrovia Transit within the following service areas:

- City of Monrovia
- City of Bradbury
- Los Angeles County unincorporated neighborhoods south of Monrovia.
 - Operation within this service area and payment of such service is contingent on the City's receipt of such funds. If the City does not receive funding for transit services in the out-of-city service area, the City shall notify the Contractor in writing, and the Contractor will immediately cease providing transit service in the out-of-City service area.
- Approved facilities in Arcadia and Duarte
- Duarte Line 861 bus stop at Mountain Vista Plaza

Maps of the service area are linked in Attachment C.

The City reserves the right to modify the service area as necessary for fiscal, jurisdictional, geographic, or passenger travel pattern requirements.

2.3.2 GoMonrovia Phone Number

The Contractor shall be responsible for maintaining and utilizing the existing designated telephone number, **(626) 358-3538**, for program operations. This number shall remain the

primary contact for GoMonrovia services, including both Monrovia Transit and Lyft Concierge programs, and must be staffed appropriately during all service hours to handle rider inquiries, trip requests, and customer service needs. The Contractor shall ensure that the number remains operational and accessible throughout the contract term and shall not change or transfer ownership of the number without prior written approval from the City. Upon contract termination or expiration, the City shall retain full ownership and control of the telephone number to ensure service continuity.

2.3.4 Operations: Lyft Concierge

The Contractor shall provide the necessary management, technical, and operating services for the operation of Lyft Concierge as specified by the City. The Contractor shall collaborate with the City to ensure high-quality concierge service for the Lyft app. This includes maintaining effective communication and coordination regarding operations, performance monitoring, and reporting.

The Contractor shall facilitate Lyft rides for users who do not have access to a smartphone but are otherwise eligible to use the Lyft app. The City will coordinate with Lyft to grant the Contractor access to Lyft's online portal ("the Dashboard"). The Contractor shall receive trip requests by phone call. Using the Dashboard, the Contractor shall request and dispatch Lyft rides on behalf of eligible callers.

Before connecting a caller to a Lyft driver, the Contractor must verify that the rider is enrolled in the Lyft Concierge program. The Contractor shall inform callers of the current GoMonrovia program fare for Lyft rides. Additionally, the Contractor shall maintain records of all Lyft trips requested through the Dashboard and provide the City with a monthly report of services provided to each active rider for billing purposes.

In the event a Lyft ride is scheduled for a future date and time, the Contractor shall schedule it through the Dashboard 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 nonacceptance will be sent to the prospective rider.

2.3.4 Operations: Monrovia Transit

The Contractor shall provide the necessary management, technical, and operating services for the operation of Monrovia Transit services as specified by the City. The Contractor shall collaborate with the City to ensure high-quality Monrovia Transit service. This includes maintaining effective communication and coordination regarding operations, performance monitoring, and reporting.

The Contractor shall provide all staff, facilities, vehicles, equipment, supplies, and services required for the operation and management of Monrovia Transit unless the City specifically identifies an element of equipment or aspect of service to be its responsibility.

Monrovia Transit trips may be requested in advance, same-day, and/or on-demand:

- Advance reservations:

- Trips reserved for non-medical reasons can be scheduled up to two (2) days in advance
- Trips reserved for medical reservations can be scheduled up to 30 days 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, depending on driver availability.
- On-demand Trips: On-demand trip requests may be made at any time during the program's operating hours through the Lyft App using the "Mon Transit" Lyft Pass or by phone call.

The City reserves the right to change scheduling policies with prior communication provided to the Contractor.

2.3.5 Special Services

In addition to regular Lyft Concierge and Monrovia Transit operations, the Contractor, upon receiving specific written authorization by the City, may 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. The 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 for GoMonrovia services.

2.3.6 Personnel

General Provisions

The Contractor shall provide the necessary management and administrative personnel whose expertise will ensure efficient operation of Lyft Concierge and Monrovia Transit:

- The Contractor shall be solely responsible for the satisfactory work performance of all employees designated to provide GoMonrovia services or of any reasonable performance standard established by City.
- The Contractor shall be solely responsible for payment of all employee's wages, benefits and payroll taxes. The Contractor's wages and work hours shall be in accord with local, County, State and Federal regulations affecting such personnel.
- The Contractor shall hold harmless the City, City of Bradbury, County of Los Angeles, 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.

Operations Management

The Contractor shall provide operations management at a level and capability sufficient to oversee its functions and employees. The Contractor shall designate and provide the services of a Project Manager who shall provide overall management and supervision of Lyft Concierge and Monrovia Transit under the terms of the Agreement. It is understood that the Project Manager may have other management responsibilities in addition to Lyft Concierge and

Monrovia Transit; however, these must be disclosed in Contractor's proposal. The Project Manager must have a minimum of five (5) years' experience in public transit operations, at least three (3) years' supervisory experience in transportation systems similar to Monrovia Transit, and at least one (1) years' supervisory experience in transportation systems similar to Lyft Concierge.

The Project Manager shall work cooperatively with the 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 Lyft Concierge and Monrovia Transit riders and the general public, and responding to specific requests for other assistance if the need arises. 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 Lyft Concierge and Monrovia Transit operations.

The Contractor shall assure the 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 the City. Should the services of the Project Manager become unavailable to the Contractor, the resume and qualifications of the proposed replacement shall be submitted to the 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 the Contractor is not provided with such notice by the departing employee. The City shall respond to the 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 the Contractor's payments.

The Project Manager's office shall be located at the Contractor's designated facility for managing Lyft Concierge and Monrovia Transit. During all operational hours, either the Project Manager or a designated supervisory-level employee shall be on duty and available by phone or in person at the Contractor's facility. This individual must have the authority to make management and operational decisions, coordinate services as needed, and act on behalf of the Contractor in all matters related to this Scope of Work.

Employee Selection and Supervision

The Contractor shall be responsible for the employment and supervision of all employees necessary to perform Lyft Concierge and Monrovia Transit operations. Such responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluation, retention and termination.

The Contractor shall implement appropriate driver screening and selection criteria to ensure all drivers meet the necessary qualifications. These criteria shall include a Department of Motor Vehicles license check, a physical examination meeting all applicable requirements for Monrovia Transit vehicle operations, and compliance with Lyft's driver eligibility standards for operating on the Lyft platform.

The 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 a program will meet all applicable federal requirements promulgated to implement the Omnibus Transportation Employee Test Act of 1991 and related supplements and amendments.

The 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 Lyft Concierge or Monrovia Transit services.

The Contractor shall endeavor to recruit a sufficient number of Spanish speaking dispatch employees to accommodate Lyft Concierge and Monrovia Transit requests and transit information calls during all service hours.

The 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 the Contractor or the City to be in conflict with the language and intent of Section 2.3.6, Personnel.

Retention of Existing Employees

Pursuant to Senate Bill No. 158 (California Labor Code, Chapter 4.6, Section 1072(b) to Part 3 of Division 2), the 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 Lyft Concierge and Monrovia Transit services. The Contractor shall declare, as part of their proposal, whether their firm shall retain the employees of the prior Contractor for a period of at least ninety (90) days. The 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 the City or to any entity that the City identifies as a bona fide contractor.

Training of Drivers and Operations Personnel

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

The 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 procedures, employee work rules, vehicle safety inspection, equipment care and maintenance, customer relations and passenger conduct. The program shall include information on how to operate applicable Lyft products, including the Lyft Dashboard and /or Lyft Driver App. Drivers shall be trained in ADA policies and to operate all types of 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 the Contractor's formal training course for new drivers or experienced drivers as approved by the 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 license with appropriate certification(s) and medical card as required for the vehicles being operated. The Contractor shall ensure that sufficient drivers possess valid Class B licenses to always meet Monrovia Transit staffing requirements. Drivers shall meet all applicable requirements as established by the California Highway Patrol (CHP).

Contractor shall prepare and distribute to all drivers, dispatchers, telephone operators, and supervisors proper training and reference materials, including: 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; and Lyft Dashboard and/or Lyft Driver App guidelines.

Dispatchers, telephone operators, supervisors, and any other personnel who may be assigned to provide telephone information on the Lyft Concierge and Monrovia Transit telephone reservation lines shall be trained in customer relation skills, telephone manners, accident/incident procedures, fares, Lyft Concierge and Monrovia Transit reservation procedures and policies, and general information about Access Services and other transit services within the service area. Operations control personnel assigned to Monrovia Transit 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 Transit.

Drivers' Responsibilities

Drivers will, when requested by the City, hand out notices to passengers or otherwise render assistance with the 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 the 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.
 - This does not include lifting a wheelchair by hand or any means other than using the vehicle's wheelchair lift.
- In cases of emergency, shall immediately contact the Contractor Project Manager or Operations Supervisor for assistance.
- 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.
- Notify the City and the Contractor in cases of emergencies or breakdowns.
- Make sure the vehicle stays on schedule but never ahead of schedule.
- Vehicle operators shall wait for the passenger for the duration of the On-Time Pickup window. If the passenger does not arrive within the pickup window, the vehicle operator

shall give the passenger a courtesy call and allow an additional five (5) minutes before leaving and listing the passenger as a No Show.

- 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, unless the device is being used for directional/dispatching services (for example, completing Monrovia Transit rides requested through the Lyft App).
- Not use cellular telephones, pagers, or other communications devices (including text messaging) while operating Monrovia vehicles – unless the device is being used for directional/dispatching services (for example, completing Monrovia Transit rides requested through the Lyft App).
- Drivers shall remind passengers of the “Monrovia Transit Policies and Code of Conduct” if the passenger engages in activities not allowed under the policies and code of conduct.
- If a passenger becomes unruly after boarding and is not a threat, 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.
- Take charge of a safety and security incident scene until the arrival of supervisory or emergency personnel.

Removal of Employee from Program

The City may require the immediate removal of any of the Contractor’s employees from Lyft Concierge and/or Monrovia Transit services 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
- Failure to meet Lyft Driver eligibility requirements
- Failure to comply with any criteria or standards in the Scope of Work.

2.3.7 Uniforms

Drivers shall be in uniform at all times while in service or otherwise on duty within the Monrovia Transit service area. The 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.

2.3.8 Safety Program

The 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. The Contractor shall comply with all applicable FTA, CHP and OSHA requirements.

The 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 the Contractor to drivers and other employees, and participation in risk management activities under the auspices of Contractor's insurance carrier or other organization.

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

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

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

2.3.9 Road Supervision

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

2.3.10 Accident, Incident, and Complaint Procedures

Prior to initiating services under the Agreement, the Contractor shall develop, implement and maintain formal procedures, subject to the City's 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. The 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 an accident or incident. In the event of an accident or incident that results in property damage or loss only, the Contractor shall notify the City in writing within 1 business day of the event and provide a written report within three (3) business days.

The Contractor shall record any complaints and comments that the Contractor receives regarding Lyft Concierge and Monrovia Transit received, providing a chronological record, the results of Contractor's investigation, and any action taken to resolve the complaint. This record shall be an attachment to the City's monthly invoice.

2.3.11 Vehicle Scheduling and Dispatching

General

The Contractor shall use a structured, well-documented system to record, schedule, and dispatch reservations for all Monrovia Transit trips. This system must support advanced reservations, out-of-town medical trips, same-day requests, and on-demand service through the Lyft App. Additionally, it must efficiently integrate all service requests into optimized vehicle routes that maximize productivity while maintaining the service quality standards outlined in this Scope of Work.

The 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, and access by City staff.

Staffing

The Contractor shall provide an adequate number of trained and qualified persons to staff the Lyft Concierge and Monrovia Transit scheduling and vehicle dispatching functions. Reservations/dispatch staff shall be responsible for maintaining communication with all drivers/vehicles in service and for maintaining the daily dispatch log in a format to be proposed by the Contractor. The Contractor will be required to provide the technical expertise and support staff necessary to:

- Train Lyft Concierge and Monrovia Transit staff to proficiency in the use of provided scheduling and dispatch, computer, communications, and telephone systems
- Train Lyft Concierge and Monrovia Transit staff to proficiency in the use of the Lyft Dashboard and the Lyft Driver App
- 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, Los Angeles County unincorporated neighborhoods, out-of-town medical destinations, general information about regional public transit providers (Metro and Foothill) and adjacent municipal transit services

Compliance with Lyft Concierge and Monrovia Transit Policies

The 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 GoMonrovia Policies and Code of Conduct (Attachment F).

Monrovia Transit Application and Reservations

Monrovia Transit services require that all passengers complete an application, including providing back-up documentation showing disability or senior 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 up to five (5) minutes before to 10 minutes after that promised time to be considered “on-time”. Should a pick-up exceed a 10 minute delay, the Contractor shall notify the rider of the expected delay prior to or within the On Time Pickup window.

Scheduling

The Contractor’s scheduling staff shall organize trip requests for Lyft Concierge and Monrovia Transit service to meet or exceed the service standards defined herein. Monrovia Transit shall be operated as a shared-ride service.

For both Lyft Concierge and Monrovia Transit, 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 delays of any patron, either at the point of pick up or in route.

2.3.12 Vehicles and Equipment

The Contractor shall provide all vehicles and equipment necessary for the operation of the Monrovia Transit system other than what is indicated in Section 2.2, City Duties and Responsibilities. Prior to initiation of services under the Agreement, the Contractor shall procure or otherwise provide the following vehicles and equipment, as appropriate:

Revenue Vehicles

The Contractor shall provide, at a minimum, a fleet of three (3) transit service vehicles with one (1) Class B Glaval cutaway paratransit bus with a capacity of fourteen (14) ambulatory passengers and (2) passengers using wheelchairs and the remaining vehicles are 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 Class D vehicles must meet requirements to be registered on the Lyft Driver App. The Contractor shall have a driver tending to on-demand requests received through the Lyft App at all times.

The vehicles also must:

- Be no older than 10 years at the start of the Base Term;
- Not exceed 150,000 miles at the start of the Base Term;
- Be ADA-compliant, including functioning lifts/ramps, securement systems, and sufficient interior space for mobility devices.
- Be mechanically sound, well-maintained, and meet all DOT, ADA, and safety requirements.

The Contractor shall document and adhere to a preventive maintenance schedule to ensure continued safety and performance.

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.

2.3.13 Operations and Maintenance Facility

The Contractor shall be responsible for securing, establishing and maintaining a facility for the operation, maintenance, and administration of Lyft Concierge and Monrovia Transit. With the approval of the City, such a facility may be shared with operation of similar services for another client agency. With the approval of the City, Contractor may use designated office and parking space at the City's Public Works Yard for the operation of Monrovia Transit. 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. The location, use, and upkeep of such facilities shall be subject to periodic inspections and continued approval by the City during the term of Agreement. Any change in the originally approved facility location is subject to written approval by the City.

2.3.14 Telephone Reservation and Information System

The Contractor shall provide telephone equipment and all telephone information and dispatch personnel necessary to effectively respond to incoming calls at a quality and level consistent with the Monrovia Public Transit patron demand and in strict accordance with the operating days and hours set forth herein.

The 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. The Contractor shall provide Telecommunications Device for the Deaf (TDD) equipment for communications with patrons who have hearing disabilities and ensure the capability to receive and accommodate telephone calls from callers speaking languages other than English during all hours when Lyft Concierge and Monrovia Transit reservations may be made.

The Contractor shall provide the following phone lines and services for Lyft Concierge and Monrovia Transit:

- Reservations and General Information: The designated reservations number, (626) 358-3538, shall also be used for general transit information calls. Additional lines may be required if complaints are received regarding callers receiving “busy” signals at peak times.
- Telecommunications Device for the Deaf (TDD) Unit: A second number and separate line for connection to a TDD, which shall be provided by the Contractor.

The Contractor shall be 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, the City reserves the rights to the Lyft Concierge and Monrovia Transit reservations and TDD numbers, and the Contractor agrees to transfer said telephone numbers upon request.

The Contractor shall provide an automatic call director (ACD) unit, which shall answer all telephone calls for Lyft Concierge and Monrovia Transit, trip cancellations, and general inquiries about Lyft Concierge and Monrovia Transit services. If calls cannot be answered immediately, the ACD system shall queue calls and answer them in the order received. Once answered by a human, Lyft Concierge and Monrovia Transit calls shall not be terminated before completion or placed on hold without the caller’s explicit approval.

The ACD system shall capture and report data on telephone system performance, including, but not limited to:

- Total calls received
- Total calls abandoned
- Average hold time
- Number of calls by hold duration
- Maximum hold time

The Contractor shall provide ACD reports to the City on a monthly basis.

2.3.15 Fares; Fare Collection

Collection of Fares

The City shall establish all fares of any kind or character to be paid by Lyft Concierge and Monrovia Transit patrons. The Contractor shall ensure that each patron pays the appropriate fare prior to being provided transportation service. All cash fares shall 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 the City with each vehicle. The Contractor shall collect or otherwise process in the manner directed by the City all non-cash fares such as passes or tickets.

Deposit and Crediting of Fare Revenues

All fares collected by the Contractor shall be retained by the Contractor but credited to the City. All fares shall be emptied from fareboxes daily and deposited on a timely basis into a local bank account approved by the City for that purpose. On a monthly basis, collected fare revenue shall

be deducted from the Contractor's invoice to the City. The Contractor shall document and report the total amount of fare revenue to the City.

Accounting for Fare Revenues

The Contractor shall maintain separate accounting for all fares collected and shall provide the City with appropriate documentation of fares collected in each month's Monthly Management Report. The Contractor shall investigate any discrepancies over \$10.00 per month and shall provide a report to the City within seven (7) calendar days explaining such discrepancy. If the Contractor cannot reasonably provide a satisfactory explanation for the discrepancy, the 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.

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

Training of Lyft Concierge and Monrovia Transit Staff

The 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.

2.3.16 Ticket Sales

The City may elect to sell or provide tickets to Lyft Concierge and Monrovia Transit patrons. In such cases, the Contractor shall collect, record, and deposit ticket sales according to instructions of the City.

2.3.17 Books, Records, and Reports

General Provisions

The Contractor acknowledges that the City receives 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, the Contractor shall provide monthly or other reports requested by the City to meet said reporting requirements. The Contractor's failure to provide the requested reports may jeopardize receipt of METRO funds by the City. In such cases, the Contractor shall be liable for any funds not received by the City due to the Contractor's failure to provide the reports in the format requested by the City. The City may from time to time request other additional information.

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

Record Retention and Audit

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

Any duly authorized representative(s) of the City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during the Contractor's usual and customary business hours. The Contractor shall provide proper facilities to the City representative(s), and the City shall be permitted to observe and inspect any or all of the Contractor's facilities and activities during the Contractor's usual and customary business hours to evaluate and judge compliance with the provisions of the Agreement. In such instances, the City's representative(s) shall not interfere with or disrupt such activities.

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

Required Operating and Performance Data

The 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 senior passengers
- Total vehicle hours
- Total vehicle miles
- Vehicle revenue hours
- Vehicle revenue miles
- Wheelchair boardings
- Monrovia Transit (dial-a-ride) passenger no-shows and cancellations
- On-time performance for Monrovia Transit (dial-a-ride)
- Average telephone hold time
- Number of calls on hold for 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 Lyft Concierge and Monrovia Transit driver's log, fixed-route drivers report, dispatch log, and/or other forms as developed by the Contractor and approved by the 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. Driver trip sheets, dispatch logs, daily logs, reports, fare box revenue records, and summaries shall be available, upon request, for City review at the operations facility by 3:00 p.m. on the next business day following data collection.

Reporting

- Monthly Management Report – Following the close of each calendar month, a Monthly Management Report shall be prepared by the Contractor and submitted to the City no later than the 10th business day of the following month. The Monthly Management

Report shall provide the 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, and passenger fares. The City reserves the right to modify the Monthly Management Report and its required content at any time.

- National Transit Database (NTD) Reporting – All public transit service provided by the City must be reported annually to the Federal Transit Administration (FTA) in a completed National Transit Database (NTD) report. In accordance with FTA guidelines, the City must submit a consolidated NTD Report to Metro of all its contracted service. The Contractor is responsible for ensuring that all of the information reported meets FTA definitions and accuracy requirements. In addition, the Contractor is responsible for keeping the NTD data collection procedures current with the most recent FTA guidelines.
- Annual Report – In a format approved by the City, the Contractor must provide an annual report on September 1st of each year detailing the following:
 - List of all Contractor employees trained and qualified for Lyft Concierge and Monrovia Transit operations over the past year, including each employee's name, position, recent photo, and, for vehicle operators, their current driver's license and certifications.
 - List of work orders for all maintenance inspections, warranty repairs, and other vehicle repairs including materials, parts, and labor consumed.
 - List of road call reports or work orders for each road call, identifying date and time, vehicle number, problem, and vehicle mileage.
 - Fleet summary listing each vehicle's mileage, year-to-date total miles, accident records, year-to-date maintenance costs, cost per mile, and a summary of maintenance problems and recommendations to reduce in-service failures.
 - Copy of the daily vehicle inspection and servicing checklist.

2.3.18 System Promotion

All development, preparation and production of advertising and/or promotional activities with respect to Lyft Concierge and Monrovia Transit shall be the responsibility of the City. The 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. The 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.

2.3.19 System Recommendations

The Contractor shall continually monitor Lyft Concierge and 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. The

City shall retain all authority, however, to make determinations and to take action on such recommendations.

2.3.20 ADA Compliance

The Contractor shall always ensure compliance 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 the 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 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.

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

2.3.21 Emergencies; Natural Disasters

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

The Contractor shall be reimbursed for documented and reasonable costs in excess of normal Lyft Concierge and Monrovia Transit operating costs during an emergency response.

2.4 Contractor Duties and Responsibilities: Maintenance

The Contractor shall perform the duties and accept the responsibilities set forth below in connection with the maintenance of Lyft Concierge and Monrovia Transit vehicles and equipment. The omission of a duty or responsibility herein below shall not relieve the 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 Lyft Concierge and Monrovia Transit.

The 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 approval from the City.

2.4.1 Maintenance – General

The Contractor shall be responsible for the maintenance of all vehicles, communication systems, onboard camera system, fare box system, and all other equipment, furnishings, and accessories required in connection with its operation of Lyft Concierge and Monrovia Transit in a clean, safe, sound, and operable condition at all times, and fully in accordance with any manufacturer-recommended maintenance procedures and specifications, as well as with the applicable requirements of any federal or state statute or regulation. In this regard, the 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 the Contractor's sole cost and expense.

2.4.2 Maintenance and Operations Facility

The Contractor shall establish and maintain an operations and maintenance facility as detailed in Section 2.3.14 herein. In addition to those requirements, said facility shall, at a minimum, meet the following requirements to support the maintenance of Lyft Concierge and 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.

2.4.3 Maintenance Management and Personnel

Maintenance Management

The Contractor shall designate and provide the services of a qualified Maintenance Manager. This individual may be the lead mechanic and shall be assigned to Lyft Concierge and 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, and technical training.
- Such other activities as may be necessary to ensure the performance of the Contractor's maintenance duties and responsibilities.

Maintenance Personnel

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

Maintenance personnel assigned to work on Lyft Concierge and 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 electronic parts and components.
- Diagnose vehicle engine, transmission, electrical, and electronic component system problems.
- Repair vehicle engines, transmissions, and other mechanical, electric, and electronic parts and components.

2.4.4 Preventive Maintenance

The Contractor shall document a proactive preventive maintenance program. At a minimum, the 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 Lyft Concierge and 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 the Contractor's employees observe that maintenance is needed in advance of scheduled maintenance.

The Contractor shall not defer maintenance for reasons of a shortage of maintenance staff or operable vehicles, nor shall service be curtailed for the purpose of performing maintenance without prior written consent from the City. Preventive maintenance and running repairs shall receive first priority in the use of the Contractor's maintenance resources. The 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 the City.

2.4.5 General Maintenance Policies

- All wheelchair lift-related equipment shall be inspected, serviced, and lubricated at intervals necessary to ensure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service.
- Brake inspections and adjustments shall be performed at intervals that ensure 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 ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times during all in-service hours. The 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 the Contractor on all Lyft Concierge and Monrovia Transit vehicles and equipment shall meet or exceed original equipment manufacturer specifications and requirements.

2.4.6 Daily Vehicle Servicing

The Contractor shall perform daily vehicle servicing to all Lyft Concierge and 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
- Fare box check
- Passenger lift check
- Brake check
- Light and flasher check
- Interior sweeping and dusting
- Exterior and interior visual inspection
- Checking all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention.

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

2.4.7 Daily Driver's Inspection

13 California Code of Regulations (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(c). 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 California Vehicle Code, 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 Driver's 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.

2.4.8 Vehicle Cleaning

The 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. The Contractor may use the car washing station on-site at the Public Works Yard.

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

The 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.

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

2.4.9 Fueling

Contractor and Contractor's employees shall be required to adhere to any and all operating, administrative, and accounting procedures required by the City in connection with all fueling operations. The 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. The 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.

2.4.10 Vehicle Towing

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

2.4.11 Emissions Control Programs

The 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.

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

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

2.4.12 Maintenance Evaluations

The Contractor shall allow the City to access the Contractor's facilities and records to monitor Contractor's maintenance performance, as the City deems necessary. The City may perform regular, unannounced maintenance inspections of vehicles and equipment maintained by the Contractor that are used in this project using both City personnel and independent consultants to assist in determining Contractor's maintenance performance. The 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.

2.4.13 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 fare box
- 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. The Contractor shall not be paid for hours operated in Monrovia Transit revenue service by vehicles that are in an out-of-service condition. The 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. City staff should be notified as soon as a vehicle is designated out-of-service.

2.4.14 Maintenance Records and Reports

The Contractor shall prepare, maintain, make available to the 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 the City to enable it to accurately evaluate the 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 the City when requested. The 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 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.

The Contractor shall transport any or all vehicles and equipment to any required inspection facilities when requested. If the Contractor is instructed by the City or any other regulatory agency to remove any equipment from service due to mechanical reasons, the 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.

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

- Preventative Maintenance Inspection and Daily Vehicle Condition Reports
- 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; the 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.

2.4.15 Vehicle Maintenance Record Keeping

The 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. The Contractor shall submit the entire vehicle file to the City upon request and upon expiration or termination of this Agreement.

2.4.16 Maintenance Inspections

The City reserves the right to review maintenance records, inspect any vehicle and, by notice to the Contractor, reject any vehicle temporarily or permanently for use in Monrovia Transit operations.

2.4.17 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, or any other reasons.

In performing its maintenance obligations under this Agreement, the 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, if the Contractor engages the services of a disposal company for the transportation and disposal of any Hazardous Substances, the 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 Agreement. The 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.

3. Instructions, Conditions, and Notices to Offerors

3.1 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.

3.2 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.

3.3 Required Submittal Information

Each Contractor must submit one (1) signed original, four (4) copies, and one (1) electronic copy on flash drive of the complete proposal in a sealed package marked "GoMonrovia RFP" and the name of the Contractor. The four 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 the 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 are 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.

Additional required forms are detailed and provided in Section 7. Required Forms.

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 Sophia Sousa, Public Works Management Analyst.

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.

3.3.1 Notice of Federal Participation

Financial assistance for the services described in this RFP will be partially provided using funds from the FTA. Any contract and subcontract to provide the services described in this RFP will be subject to all applicable “FTA Required Federal Provisions and Certifications” as described in **Form F**. Proposers shall complete and submit all certifications provided in this attachment.

3.3.2 Disadvantaged Business Enterprise

A separate contract goal of 2% Race Conscious DBE participation has been established for this procurement. The City, as a recipient of federal financial assistance, is required to implement Metro’s DBE Program in accordance with federal regulation 49 CFR Part 26, as described in the “RC-DBE Instructions for Metro Subrecipient Agencies” in **Form G**. Contractors are required to meet this goal or demonstrate Good Faith Efforts as a condition of the award of this Contract. Contractors able to meet this goal shall complete and submit with their proposal the “Bidders List” and “Local Agency Proposer RC-DBE Commitment” forms, located in the attachment. Contractors unable to meet this goal shall complete and submit with their proposal the “RC-DBE Information – Good Faith Efforts” form located in the attachment.

Additionally, each DBE listed to perform work as a regular dealer or distributor must confirm its participation according to the requirements of §26.55(c)(1), which requires the Contractor to complete a DBE Regular Dealer/Distributor Affirmation Form located in the attachment.

3.4 Submission of Proposals

Proposals must be received by the City Clerk's Office of the City of Monrovia before 5:30 p.m. PST on **Monday, March 31, 2025**. Proposals shall be in a sealed package clearly labeled on the outside "GoMonrovia RFP" and the submitting firm's name. Proposals must include one (1) signed original and four (4) 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 5:30 p.m. on Monday March 31, 2025.

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

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

3.5 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 Section 4 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 the 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. 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 Lyft Concierge and Monrovia Transit requirements, including integration of Monrovia Transit on Lyft. ▪ Demonstrated experience in similar on-demand and dial-a-ride transit projects. ▪ Current/past references for comparable projects, including past management of Transportation Network Company (TNC) partnerships. ▪ Efficient dispatch/scheduling system and procedures, including management of real-time, on-demand ride requests. ▪ Compliance with technical, administrative, and other requirements. 	35 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, with an emphasis on customer service and rider assistance skills. ▪ Compliance with Drug and Alcohol program requirements. ▪ Adequacy of training program, including Lyft platform training and handling of real-time ride adjustments ▪ Demonstrated safety record 	15 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. ▪ <u>Lyft Compliance</u>: Ability to ensure all drivers and vehicles are compliant with Lyft standards and are up-to-date with any Lyft-required documentation. 	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, including dispatching and routing software. 	5 pts

<u>Proposed Cost</u> <ul style="list-style-type: none"> ▪ Appropriateness and adequacy of proposed operating costs. 	20 pts
<u>Financial Viability</u> <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.	10%
Total Possible Points	110

Step 3. If the City conducts interviews regarding Contractors' proposals, Contractors within the competitive range will be interviewed during the week of April 7th. 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.

3.6 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.

3.7 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.

3.8 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 the 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.

3.9 Compliance with Laws and Requirements

In performance of the services described herein, the 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.

3.10 Interpretation

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

3.11 Draft Agreement

The successful Contractor to whom an award is made will be required to enter into an Agreement with the 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 Draft Agreement. Contractors with concerns or objections to any terms in the Draft 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 terms "agreement", "contract", or "draft agreement" means the Agreement to be entered into with the successful Contractor.

3.12 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.

4. Required Qualifications of Contractor

Proposals for the management and operation of Lyft Concierge and Monrovia Transit services for the City's on-demand ride-sharing program will be evaluated by the 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.

4.1 Experience

In order to be considered eligible and qualified, Contractor or their proposed Project Manager must have a minimum of five (5) years of experience in public transit operations, at least three (3) years' supervisory experience in transportation systems similar to Monrovia Transit, and at least one (1) years' supervisory experience in transportation systems similar to Lyft Concierge. 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.

4.2 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.

4.3 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.

4.4 Staffing

The 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 Lyft Concierge and Monrovia Transit.

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.

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

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

The 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.

4.5 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 Lyft Concierge and Monrovia Transit. Personnel policies shall help ensure that all employees perform their duties in a safe, legal, courteous and professional manner at all times. The 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.

4.6 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 Agreement and Section 2, Scope of Work. The proposal shall include a proposed monthly management report format meeting the requirements of section 2.3.17 Books, Records, and Reports.

4.7 Insurance and Indemnity

The insurance and indemnity requirements applicable to the Contractor to whom award is made are set forth in the Agreement attached to this RFP, and are the minimum requirements with which the Contractor must comply. The 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 Agreement.

4.8 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 Lyft Concierge and 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. The City shall endeavor but make 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 3.5 Screening, Selection, and Award, Subsection H, the City reserves the right to require a Contractor which has deficiencies with respect to the 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 the City, would be required to execute a guaranty of Contractor's obligations upon award of the contract.

4.9 Reservations, Scheduling & Dispatch/Concierge Function

The Contractor's proposal shall describe and detail how it will handle the reservations, scheduling, and dispatch functions for both Lyft Concierge and Monrovia Transit. These services include, but are not limited to, the administration of trip requests, cancellations,

inquiries, and general requests for transit information regarding Lyft Concierge and Monrovia Transit, 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 Concierge 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.

4.10 Equipment

Pursuant to Scope of Work Section 2.3.12 Vehicles and Equipment, the Contractor shall provide all necessary vehicles and equipment necessary to operate Lyft Concierge and 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.

4.11 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 Lyft Concierge and 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 2.4.2 Maintenance and Operations Facility. The 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 the 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 the 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.

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

4.12 Vehicle Maintenance and Servicing Program

The Contractor must have the capability to carry out the complete vehicle maintenance and servicing program specified in Section 2.4 Contractor Duties and Responsibilities: Maintenance.

The Contractor must document in the proposal its maintenance record-keeping and accounting system, and procedures for administering a preventive maintenance program.

4.13 Safety Program

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

4.14 Screening and Selection Program

The Contractor must document the screening and selection program to be used for all employees assigned to the administration and operation of Lyft Concierge and Monrovia Transit services, including a proposed substance abuse screening program in accordance with Section 2.3.6 Personnel.

4.15 Training and Retraining Program

The Contractor must have a training program that will assure that all personnel will meet satisfactory standards and knowledge for operating the City's Lyft Concierge and 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 Lyft Concierge and Monrovia Transit service or the quality of training.

4.16 Data Collection and Reporting

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

4.17 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 July 1, 2025, will be accomplished with no disruption to regular Lyft Concierge and Monrovia Transit services.

4.18 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.] The fixed monthly rate shall include fees for dispatch staff handling Lyft Concierge and Monrovia Transit calls.

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 will encourage increased productivity and more efficient use of Monrovia Transit resources.

4.19 Vehicle Revenue Hours

All proposals must be, at a minimum, based on the assumption that the Base Term Year 1 will operate at 11,786 Annual Vehicle Revenue Hours. The City expects a gradual increase in Annual Revenue Hours of one percent per year.

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.

5. Cost Proposal

The 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.

5.1 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, the 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.

5.2 Budget

The following table shows the annual cost to the Contractor for Lyft Concierge and Monrovia Transit Services over the past three Fiscal Years:

	FY 21-22	FY 22-23	FY 23-24
Annual Expenditure	\$416,040	\$431,619	\$1,093,695
Maximum Vehicles in Service	3	3	4

Fiscal years 21-22 and 22-23 operated during the following service hours:

- Monday through Friday: 7:00 a.m. to 10:00 p.m.
- Saturday and Sunday: 8:30 a.m. to 6:00 p.m.
- No service during City holidays.

Fiscal Year 23-24 operated 24 hours a day, 365 days a year. The City increased the number of vehicles available to accommodate increasing ridership.

The City anticipates costs to reflect or be similar to previous contract expenditures for this service, with necessary adjustments for the current schedule:

- Sunday through Thursday: 7:00 a.m. to 1:00 a.m.
- Friday and Saturday: 7:00 a.m. to 1:00 a.m.
- Service 365 days a year.

Form A (following pages) provides a template for submitting the cost proposal.

Form A—GoMonrovia Lyft Concierge and Monrovia Transit Cost Proposal (Page One)

Summary of Proposed Costs

Contractor hereby proposes total costs for dispatch/concierge services for the City’s Lyft Concierge 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 three (3) years (36 months): [Insert Total Proposed Base Term Cost]

Cost: _____ Dollars [\$_____.00]

Offeror’s Representations & Acknowledgement

In submitting a proposal, the Offeror affirms that he/she/they/it is familiar with all requirements of the RFP and has sufficiently informed himself/herself/themself/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/they/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 turnkey 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 Lyft Concierge and Monrovia Transit, 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 March 31, 2025.

NAME OF CONTRACTOR FIRM: _____

ADDRESS: _____

NAME OF AUTHORIZED REPRESENTATIVE FOR NEGOTIATIONS: _____

PHONE NUMBER: (____) _____ - _____

AUTHORIZED SIGNATURE: _____

NAME & TITLE OF SIGNER: _____

DATE: _____

GoMonrovia Lyft Concierge and Monrovia Transit Cost Proposal (Page Two)

Proposing Firm: _____

PROPOSED BASE PERIOD COST FORMULA

COST FORMULA	Base Term Year 1 [12 Months]	Base Term Year 2 [12 Months]	Base Term Year 3 [12 Months]	Term 2 [12 Months]	Term 3 [12 Months]
1. Cost per RVH					
2. Monthly Fixed Cost					
Projected Annual RVH*	11,786	11,904	12,023	12,143	12,265
3. Annual RVH Cost					
4. Annual Fixed Costs					
TOTAL COST (3+4)					

**Annual RVH is projected to increase steadily at 1 percent per year.*

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 the following business hours.

Sunday - Thursday: 7:00 a.m. - 10:00 p.m.

Friday - Saturday: 7:00 a.m. - 1:00 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 for regular service hours.

GoMonrovia Lyft Concierge and Monrovia Transit Cost Proposal (Page Three)

Proposing Firm: _____

PROPOSED REVENUE VEHICLE HOUR COSTS

TOTAL COSTS BY CATEGORY	Base Term Year 1 [12 Months]	Base Term Year 2 [12 Months]	Base Term Year 3 [12 Months]	Term 2 [12 Months]	Term 3 [12 Months]
Driver Wages					
Driver Fringe Benefits					
Maintenance Parts					
Maintenance/ Servicing Supplies					
Outside Repairs					
Other(specify)					
TOTAL RVH COSTS					

GoMonrovia Lyft Concierge and Monrovia Transit Cost Proposal (Page Three)

Proposing Firm: _____

PROPOSED FIXED COSTS

(Note: Costs shown are to be the total fixed costs by category)

MONTHLY FIXED COST BREAKDOWN	Base Term Year 1 [12 Months]	Base Term Year 2 [12 Months]	Base Term Year 2 [12 Months]	Term 2 [12 Months]	Term 3 [12 Months]
Project Manager Salary					
Project Manager Fringe					
Maintenance Manager Salary					
Maintenance Manager Fringe					
Operation Supervisor Salary					
Operation Supervisor Fringe					
Dispatch Staff Wages					
Dispatch Staff Fringe					
Maintenance/ Servicing Wages					
Maintenance/ Servicing Fringe					
Other Wages (Specify Position)					
Other Fringe (Specify Position)					
Hiring/Training					
Safety					
Uniforms					
Non-Revenue Vehicles					
Facility Lease/ Rent Costs					
Janitorial					
Telephone					
Utilities					
Office Supplies					
Business License/ Taxes					
Accounting					

GoMonrovia Lyft Concierge and Monrovia Transit Cost Proposal (Page Four)

Proposing Firm: _____

PROPOSED FIXED COSTS

(Note: Costs shown are to be the total fixed costs by category)

MONTHLY FIXED COST BREAKDOWN	Base Term Year 1 [12 Months]	Base Term Year 2 [12 Months]	Base Term Year 2 [12 Months]	Term 2 [12 Months]	Term 3 [12 Months]
INSURANCE:					
General Liability					
Automobile Liability					
Collision/ Comprehensive					
Workers Compensation					
Computer Hardware					
Computer Software					
Other (Specify):					
Start Up Costs					
Start Up Training					
Vehicle Costs					
Overhead					
Management Fee/Profit					
TOTAL FIXED COSTS					

6. 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:

Monrovia City Hall
Attn: Alice Atkins, City Clerk
415 S. Ivy Ave
Monrovia, CA 91016
Email: CC@monroviaca.gov

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.

7. 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 be provided in PDF, Microsoft Word, or Excel on the City's website to expedite proposal preparation. Go to <https://www.monroviaca.gov/your-government/city-clerk-s-office/bids-rfps>.

- Form A GoMonrovia Lyft Concierge and Monrovia Transit Cost Proposal (Included in Section 5. Cost Proposal)**
- Form B Contractor Contact Information**
- Form C Addenda Acknowledgement**
- Form D Non-Collusion Affidavit for Contractor**
- Form E References**
- Form F FTA Required Federal Provisions and Certifications**
- Form G Race Conscious DBE Instructions for Metro Subrecipient**

Attachments

- A Draft Agreement**
- B Current Monrovia Transit Fleet Schedule**
- C Links to Service Area Maps**
- D Lyft Concierge Approved Locations Outside Monrovia**
- E Monrovia Transit Approved Locations Outside Monrovia**
- F Monrovia Transit Policies and Code of Conduct**