

Request for Proposals

DRAFT



Transit and Paratransit Operations

In the City of El Monte, County of Los Angeles
State of California

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City of El Monte

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REQUEST FOR PROPOSALS
EL MONTE TRANSIT AND PARATRANSIT OPERATIONS

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**REQUEST FOR PROPOSALS
EL MONTE TRANSIT AND PARATRANSIT OPERATIONS**

I. DESCRIPTION OF THE PROJECT

The City of El Monte (hereafter referred to as “the City”) is soliciting proposals from qualified firms to provide transportation services (hereby referred to as “RFP”) as outlined in **Part I. Section B, Scope of Services**. All proposals shall be for the complete management, maintenance and the operation of **Monday - Sunday fixed-route transit (FRT) and Monday – Sunday paratransit Dial-A-Ride (DAR) services.**

The RFP is soliciting separate cost proposals for fixed-route transit and paratransit Dial-A-Ride services for a period of five (5) years.

Proposers may respond to this RFP either one of the following two ways:

- Proposals submitted by a Proposer who can provide both fixed-route transit and paratransit services within their company.
- Partnerships between multiple Contractors who will jointly provide the fixed-route transit and paratransit services. Under this scenario, there will be only one prime contractor with a subcontractor(s) providing a portion of the work.

The City of El Monte began providing local transit services Monday – Saturday in 1988 and paratransit services Monday – Sunday in 1989. Sunday fixed-route transit was provided in December 2014, with funds initially provided through FTA’s JARC Grant. These programs are currently funded with Prop A Local Return funds.

A. BACKGROUND

The City of El Monte is the tenth largest city in Los Angeles County with a population of approximately 116,000 residents. The City is located east of Los Angeles in the San Gabriel Valley and lies between two major freeways.

FIXED-ROUTE SERVICE DESCRIPTION

El Monte Transit, formerly known as the “El Monte Trolley Company,” began Monday – Saturday fixed-route transit operations in December 1988 with four routes. Significant growth led to the introduction of an additional route in November 1990 for a total of five routes (Red, Blue, Yellow, Green and Orange) shown in **Exhibit A**.

Over 376,350 passengers were transported in fiscal year 18-19, with 21,400 revenue hours. Seven (7), 32’ compressed natural transit buses are used to meet contracted transit needs.

RED ROUTE

The Red Route has been in operation since 1988. The Red Route operates in a clockwise loop through the northwest portions of El Monte. Its major trip generators include office buildings along Valley Boulevard, shopping centers along Lower Azusa Avenue, Arroyo High School, Lambert Park, MTA Bus Station and several elementary schools along the route before returning to the El Monte Trolley Station (7.7 miles per loop).

BLUE ROUTE

The Blue Route has been in operation since 1988. The Blue Route operates in a clockwise loop through the northeast portions of El Monte. Its major trip generators include the businesses and shopping centers along Peck Road, several elementary schools and Zamora Park before returning to the El Monte Trolley Station (8.0 miles per loop).

YELLOW ROUTE

The Yellow Route has been in operation since 1988. It operates in a counter-clockwise loop through the southeast portions of El Monte. Its major trip generators include government and office buildings along Valley Boulevard; El Monte’s Aquatic, Community and Senior Centers; Five Points Shopping Center; El Monte High School; Mountain View High School; Mt. View Park; Arceo Park and several elementary schools along the route before returning to the El Monte Trolley Station (6.5 miles per loop).

GREEN ROUTE

The Green Route has been in operation since 1988. It operates in a clockwise loop through the southwest portions of El Monte. Its major trip generators include government and office buildings along Valley Boulevard and Garvey Avenue, Five Points Shopping Center, Fletcher Park, MTA Bus Station and several

elementary schools along the route before returning to the El Monte Trolley Station (5.8 miles per loop).

ORANGE ROUTE

The Orange Route began operations in November 1990 to compensate for heavy transit use in this area of the City. It operates in a clockwise loop through the southeast portions of El Monte. Its major trip generators include government and office buildings along Valley Boulevard, Mountain View High School, El Monte High School; El Monte's Aquatic, Community and Senior Citizen Centers; Arceo Park and several elementary schools along the route before returning to the El Monte Trolley Station (6.7 miles per loop).

DIAL-A-RIDE (DAR) PARATRANSIT SERVICE DESCRIPTION

The City of El Monte has operated a paratransit Dial-A-Ride service since 1989. El Monte's Dial-A-Ride is currently a demand-response system serving the residents of the City of El Monte with curb-to-curb transportation service. Service is available to El Monte residents who are at least 55 years of age or disabled residents of any age. El Monte has a client database of approximately 4,685 DAR registrants. In fiscal year 18-19, 20,278 DAR passengers were transported, with 9,042 paid revenue hours. Five wheelchair accessible vans and one small paratransit bus are used to meet program needs. **Exhibit B** is the City's Dial-A-Ride Transportation Program handout.

Residents from El Monte may travel anywhere within the City of El Monte and up to five (5) miles out of town for medical appointments. A map of the service area is shown in **Exhibit C**.

The majority of El Monte DAR trip generators are for healthcare. A detailed list of some out-of-town trip generators is provided in **Exhibit D**.

MAINTENANCE AND FUELING FACILITIES

Monday – Sunday Fixed-Route Transit:

El Monte Transit buses are owned by the City of El Monte. All vehicles are operated and maintained at the current Contractor's operations facility. The City provides CNG fuel for all City-owned buses, with fuel dispensed from El Monte's CNG refueling station located at 3629 Cypress Avenue in El Monte.

Dial-A-Ride Program:

The Dial-A-Ride vehicles are owned by the City of El Monte. All vehicles are operated and maintained at the current Contractor's operations facility. Contractor provides fuel for all vehicles.

B. SCOPE OF SERVICES

The City is soliciting fixed-route transit services and paratransit services for a period of five (5) years beginning July 1, 2020.

Starting on the first day of the Agreement Term, the Contractor shall provide safe, efficient and economical bus service according to the fixed-route maps and schedules published and approved by the City.

The Contractor shall also provide safe, efficient, and economical paratransit service for El Monte's elderly and disabled passengers.

As an integral part of providing both fixed-route and paratransit services, the Contractor shall at all times:

- Comply with all service standards and provisions outlined in the RFP.
- Take steps necessary to ensure the safety and reasonable comfort and convenience of the public utilizing these services.
- Charge only such fares as may be directed by the City.
- Comply with all policies, practices, procedures, terms, and conditions as may be directed by the City with regard to collection, security for, and disposition of fares, and any other service revenues.
- Comply with all policies, practices, procedures, terms, and conditions as may be directed by the City with regard to matters such as passes, tickets, coupons, tokens, transfers, transfer systems, interconnections between different modes of transportation and interconnections between different transportation agencies.
- Comply with all policies, practices, procedures, terms, and conditions required by use of Federal, State, and other funds.
- Comply with all policies, practices, procedures, terms, and conditions as may be directed by the City with regard to the availability and distribution of schedules and other printed material for such service and related transportation services, including distribution of such schedules and materials on vehicles providing services under the Agreement.
- Conduct such services, and its business and operations as they relate to such services, in a safe, sound, economical, efficient and customer-friendly manner.
- Comply with all City efforts to improve efficiency.
- Comply with all applicable provisions of Federal, State, and local laws and regulations including, but not limited to: 49 Code of Federal Regulations (C.F.R.) Parts 27, 37, and 38; 49 C.F.R. Part 609; 28 C.F.R. Parts 35 and 36; and 41 C.F.R. Part 101-19; 49 U.S. C 5333 (b) Transit Employee Protection.

FIXED-ROUTE OPERATIONS

The Contractor shall provide all facilities, equipment, supplies, services, and personnel necessary to operate El Monte Transit services unless specifically identified in this document.

Schedules

The fixed-route transit services operate per printed schedule provided by the City. Schedules are printed with departure times at “time points” along the route. Schedules are attached as **Exhibit A**.

Additional Stops

Additional transit stops along each route are made at MTA and Foothill bus stops and at nearside corner of controlled intersections.

Service Holidays

Fixed-route services do not operate on the following holidays:

- New Year's Day (first day of January)
- Presidents' Day (February)
- Easter Sunday
- Memorial Day (last Monday in May)
- Independence Day (fourth day of July)
- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday of November)
- Christmas Day (twenty-fifth day of December)
- * Service will end at 5:30 P.M. on Christmas Eve and New Year's Eve

Required Driver Services (Fixed-Route Transit)

In addition to operating the vehicle and performing a pre-trip inspection of the vehicle prior to operation, including cycling of the wheelchair ramp, fixed-route drivers are required to perform the following functions:

- Operate wheelchair lift and secure wheelchair passengers.
- Accurately maintain detailed daily run/trips sheets. Failure to maintain accurate daily trip sheets and reports will result in penalties/liquidated damages to the Contractor.
- Change destination sign information as needed.
- Collect fares.
- Clearly call out bus stops (which are time points, major cross streets or at EM Transit/METRO/Foothill transfer points) upon approach per City's "Operator Notice" of "Reasonable Modification/Accommodation Requirements for Fixed Route Services," **Exhibit E**.
- When one or more individuals are standing at a designated City bus stop that also serves other transit agencies (MTA and/or Foothill Transit), a driver is required to stop, open doors and call out

the stop location and route – Passengers are not required to flag the driver down per Exhibit E.

- When one or more individuals are standing at a City bus stop, drivers are to stop and announce the stop location and route – Passengers are not required to flag the driver down.
- Submit “Unusual Occurrence Reports” to City after out-of-ordinary incidents arise during the service.
- Hand out and collect on-board passenger surveys.
- Hand out service notifications and promotional gifts.
- Fill schedule holders daily before pullout.
- Other data collection as necessary.

Current Service Statistics

Proposals are requested to operate El Monte’s **Monday – Sunday** Fixed-Route Transit Program for five (5) years. The City of El Monte seeks to improve on the fixed-route transit service delivery. Table 1 shows the Monday – Sunday Fixed-Route Transit Operating Statistics for the last two (2) years and projected/estimated statistics for fiscal year 19-20.

TABLE 1

FIXED-ROUTE TRANSIT (Monday – Sunday)	FY 17-18 <small>(*2 contractors provided Sunday service in FY 18, and on March 1, 2018, loops changed from 40-minutes to 50-minutes)</small>	FY 18-19 <small>(Loops changed from 40-minutes to 50-minutes loops in FY 18, for a reduction from 20 loops a day per route to 16 loops M-F; and from 14 to 11 loops Sat & Sun.)</small>	FY 19-20 Projected Estimate
Actual Vehicle Service (Revenue) Miles	208,285	178,388	178,388
Vehicle Service Hours (Billable Revenue)	21,400	21,266	21,266
Total Miles	217,860	184,443	184,443
Total Trips	30,346	25,940	25,940
Total Passengers	479,956	376,359	376,359
Farebox Return	\$178,143	\$146,800	\$146,800

Table 1: Fixed-Route Transit Operating Statistics (Totals may be rounded)

Adjustments/Variance in Vehicle Service Hours and/or Service

The City may elect, at its discretion, to modify or change the service criteria. Modifications may include, but are not limited to:

- Adding or deleting service area or routes.
- Increasing, decreasing, or changing operating hours.
- Expanding or decreasing service hours.

If the vehicle service hour (VSH) amount varies by more than 25%, the City and Contractor will renegotiate the VSH rate for that contract year. Only the marginal costs (driver wages and vehicle maintenance) will be renegotiated.

Charter Service

Contractor may, from time to time, be requested to provide special transportation service in addition to those described in this RFP. The Contractor shall provide this service under the same terms and conditions of the contract unless agreed to otherwise. The Contractor will not be allowed to use any vehicles for charter service unless directed to do so by the City. Examples of City's possible approved charter services are:

- Transporting residents or employees during emergencies.
- City of El Monte sponsored events.

Emergency Operations

The El Monte Transit vehicles may be called upon to provide emergency transportation during City emergencies. The Contractor shall provide the City the following:

- Provide a lockbox at their site with keys (if applicable) to all City-owned vehicles.
- Provide the City keys and alarm codes to access Contractor buildings, key lockbox and vehicles (if applicable).
- All vehicles will be fueled and ready for service each night, except for out-of-service vehicles, which will have red tags/signage placed on the steering wheel.
- Contractor will keep an updated list of all local drivers with phone numbers to be called into service at any time of day or night within a 60-minute window.
- Project Manager will provide a current list to the City of cell and home phone numbers for key staff.
- Deploy vehicles in a manner described by the City of El Monte.

The City will pay a minimum of four hours per driver called in for emergency service.

City-Owned Vehicles

The City of El Monte will furnish City-owned vehicles as specified in **Exhibit F**. Contractor shall use and operate all City equipment only in accordance with the terms and provisions of the RFP, all applicable Federal, State and local laws and regulations, and solely for the purpose of providing the transportation services and other services on behalf of the City.

Title to the vehicles and equipment are registered in the name of the City, and at all times remain the sole property of the City of El Monte. Contractor shall not permit any of the vehicles to become subject to any lien, charge, or encumbrance. The City shall retain duplicate sets of keys for all vehicles (if

applicable). The City shall have access to all City-owned transit vehicles at the Contractor's facilities in the event of an emergency after hours.

The Contractor shall require that due care is taken in operating and maintaining City vehicles to ensure that the effective vehicle life and road performance is maximized.

PARATRANSIT DIAL-A-RIDE (DAR) OPERATIONS

The Contractor shall provide all facilities, vehicles, fuel, equipment, supplies, services, and personnel necessary to operate the El Monte Dial-A-Ride service unless specifically identified in this document.

Hours of Operation

The Dial-A-Ride service operates IN TOWN during the following hours:

Monday - Friday: 7:00 a.m. - 6:00 p.m.

Saturday: 8:00 a.m. - 4:00 p.m.

Sunday: 8:00 a.m. - 4:00 p.m.

Last pickups are one-half hour before closing.

The Dial-A-Ride service operates OUT OF TOWN during the following hours:

Monday – Friday (only): 8:00 a.m. - 5:00 p.m.

Last pickups for out-of-town service is 4:30 p.m.

Service Holidays

Dial-A-Ride does not operate on the following holidays:

- New Year's Day (first day of January)
- Presidents' Day (February)
- Easter Sunday
- Memorial Day (last Monday in May)
- Independence Day (fourth day of July)
- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday in November)
- Christmas Day (twenty-fifth day of December)
- Service ends at 5:30 P.M. on Christmas Eve and New Year's Eve (Monday – Friday)

Required Driver Services (Paratransit)

In addition to taking the passenger to and from their destination and performing a pre-trip safety inspection of vehicles, Dial-A-Ride drivers are required to perform the following functions:

- Help passengers in and out of vehicle.
- Operate wheelchair lift and secure wheelchair passengers.
- Collect fares.
- Carry and store up to five (5) shopping bags into vehicle for each passenger.
- Maintain an accurate trip log. Failure to maintain accurate daily trip sheets and reports will result in penalties/liquidated damages to the Contractor.

- Submit timely “Unusual Occurrence Reports” to City after out-of-ordinary incidents arise during the service.
- Hand out service notifications, passenger surveys and promotional gifts.
- Other data collection as necessary.

Current Service Statistics

The City of El Monte seeks to improve on Dial-A-Ride service delivery. Table 2 shows the Dial-A-Ride Operating Statistics for the last two years and projected/estimated statistics for FY 19-20.

TABLE 2

DIAL-A-RIDE (Monday – Sunday)	FY 17-18	FY 18-19	FY 19-20 Projected Estimate
Vehicle Service (Revenue) Miles	72,803	72,487	72,487
Vehicle Service Hours (Billable Revenue)	9,282	9,042	9,042
Total Miles (Not NTD)	90,261	88,977	88,977
Total Passenger Trips	17,247	18,277	18,277
Total Passengers	19,418	20,278	20,278
Farebox Return	\$10,863	\$11,310	\$11,310
Passengers VSH	1.86	2.24	2.24

Table 2: Dial-A-Ride Operating Statistics (Totals may be rounded)

Adjustments to Service

The Dial-A-Ride service may be adjusted throughout the term of the contract to better serve our clients. The City may elect, at its discretion, to modify or change the service criteria. Modifications may include, but are not limited to:

- Adding or deleting service areas.
- Increasing, decreasing, or changing operating hours and/or services offered to residents.
- Expanding or decreasing service hours.

If the number of Vehicle Service Hours (VSH) vary by more than 25%, the City and Contractor will renegotiate the VSH rate (amount paid to Contractor). Only the marginal costs (driver wages and maintenance) will be taken into consideration when renegotiating the VSH rate.

Performance Requirements

Passengers per Vehicle Service Hour:

- Regardless of how trips are to be provided on the DAR system, the Contractor must meet or exceed the City’s standard of 2.25 passengers per vehicle service hour for the first two years and a minimum of 2.5

passengers per vehicle service hour thereafter. Penalties/liquidated damages may be assessed every month if requirement is not met **(See Part I. Section C)**.

Wait-Time Window:

- The wait-time window for DAR trips will be from 5 minutes before the reservation time to 15 minutes after the reservation time (20 minutes). Trips not meeting this window will be deemed as late and penalties/liquidated damages may be assessed if the monthly on-time performance falls below 97%.

Registration Database

City of El Monte staff handles registration for the DAR system. This includes processing applications and determining eligibility. The City will provide to Contractor a copy of the current database of DAR registrants, which is a Microsoft Office Access database format. The database includes all information that is included on the DAR registration form and any updates that have been made. The Contractor will be responsible for maintaining the integrity and confidentiality of their database and making a daily backup copy.

Trip Reservation and Dispatching

Telephone Number

- The Contractor will assume financial responsibility for the existing Dial-A-Ride customer service telephone number, which provides local telephone service to residents of El Monte.

Reservations and Customer Service

- The DAR reservation/customer service phone number shall be attended during all Dial-A-Ride operating hours. All DAR staff must be able to clearly communicate in English. There must always be a staff member(s) immediately available who is fluent in Spanish. Contractor to provide an interpreting service to allow communications with El Monte resident of all languages (if their in-house staff is unable to assist all residents). All calls must be answered within three rings. Customers shall not be put on hold for longer than three (3) minutes. Penalties/liquidated damages may be assessed if these requirements are not met.

Accepting Trip Requests and Scheduling

- Registered Dial-A-Ride customers must be allowed to schedule all out-of-town pickup and return trips from one week to 24 hours in advance. Same-day service is demand response. No more than 20% of the trips during any day can be subscription-based service. The City will determine a priority system and guidelines for subscription trips. (The City is considering changing the demand-response Dial-A-Ride service to a 24-hour advance reservation system in the near future).

Dispatch Recordkeeping

- Dispatch supervisors will maintain records that enable the Contractor to provide necessary data to the City upon request. This will include but not be limited to:
 - Total trip request calls
 - Number of trips denials
 - Reason for trip denial
 - Number of trips scheduled
 - Number of subscription trips scheduled
 - Trip Information
 - Customer name and DAR I.D.#
 - Vehicle used
 - Trip origin and destination
 - Scheduled pickup time
 - Actual pickup time
 - Actual arrival time (at destination)
 - Unusual occurrences
 - Other information as requested.

Fixed-Route Notification

- Staff must be trained on all the local and regional fixed-route transit services/agencies (El Monte Transit, Foothill Transit and MTA) within the DAR service area. Contractor will be required to give transit information phone numbers to DAR registrants who request to make trips which could be provided using El Monte Transit, Foothill Transit or MTA fixed-route transit services, providing options to our residents:
 - Staff will offer to mail El Monte Transit schedules to customers who are interested in these services. The Contractor will stock current Transit schedules and will mail schedules within 24 hours of a customer's request.

GENERAL SERVICES REQUIREMENTS FOR TRANSIT AND PARATRANSIT

Vehicle Fueling

All City-owned vehicles provided for transit service will be fueled by the Contractor at the City's CNG refueling station located at 3629 Cypress Avenue in El Monte or at a designated location determined by City Staff. City's vehicles provided for paratransit services must be fueled by the Contractor at the Contractor's expense.

Vehicle Maintenance

The Contractor is responsible for maintaining and keeping all vehicles used to provide service under this contract in excellent mechanical condition. Contractor shall ensure that their employees, vehicles, facilities, and equipment meet all applicable laws, codes, and safety standards as set by Federal, State and local governments.

The Contractor, at its sole cost and expense, shall provide lubricants, parts, repairs, paint, supplies, labor, road-call services, and all other necessary equipment required for the maintenance and operation of the vehicles and equipment utilized in providing contracted transit and paratransit services. All parts and supplies will be Original Equipment Manufacturer (OEM) or approved equals.

The Contractor shall provide a clear and detailed City-approved system of a tiered level ongoing preventive maintenance program, appropriate to the fleet, which meet or exceeds CHP and manufacturer's standards. Contractor shall maintain a separate maintenance file for each vehicle containing all maintenance records pertaining thereto. Contractor shall submit the scheduled maintenance and preventative maintenance schedule to the City. Vehicle inspection records for each vehicle must include at minimum the following:

- Inspection Date
- Vehicle Mileage
- Description of Work Performed
- Parts and Supplies Used
- Name and signature of Mechanic performing the work
- Signature of Contractor's Maintenance Manager indicating that the work was performed to the standards specified herein.

Mechanic Requirements

The Contractor must always have at least one mechanic (Maintenance Manager included) on staff which has an ASE (Automotive Service Excellence) Medium/Heavy Truck "Master Technician" designation. Contractor must also have at least one mechanic which has an ASE Certification in Heating, Ventilation and Air Conditioning (HVAC) Systems. All mechanics must have alternative fuel maintenance training (CNG). Mechanics and service workers must have the appropriate licenses to operate all vehicles.

Pre-Trip Inspection

Contractor will require each driver to inspect each vehicle with regard to safety, function and appearance prior to the start of service. A daily Pre-Trip Inspection form shall be completed prior to start of service and submitted to the Maintenance Manager for all vehicles. Contractor will immediately repair or replace, prior to placing into service, any vehicle with a safety or operational problem.

Warranty Maintenance

Neither the City nor the Contractor is the manufacturer of the City's equipment or the manufacturer's agent, and neither the City nor the Contractor makes any express or implied warranty of any nature regarding the City's equipment, including, but not limited to: its merchantability or fitness for any particular purpose; its design or condition; its workmanship; its freedom from latent defects; its compliance with the requirements of any law, rule, specification, or contract; or its non-infringement of any patent, trademark, or license.

Provided that the City or the manufacturer has supplied required warranty documents to the Contractor, the Contractor shall take all actions required to preserve any and all manufacturers' warranties regarding the City's equipment.

Refueling

City staff will train the Contractor's personnel in safety and proper compressed natural gas (CNG) refueling techniques for the Fixed-Route Transit Program prior to fueling City vehicles. The Contractor is to train the appropriate personnel in proper gasoline fueling techniques for the Dial-A-Ride Program. Contractor shall ensure that under no circumstances shall passengers be allowed onboard the vehicles during refueling. To be prepared for any after-hour emergencies, Contractor shall ensure that each vehicle has a full fuel tank before the start of the next service day.

Wheelchair

The Contractor will ensure that Wheelchair Lifts are operational on all vehicles in the fleet. Penalties/Liquidated Damages may be assessed if wheelchair lifts fail while in service and not immediately removed from service and replaced with a backup vehicle.

Climate Control Systems

Contractor shall maintain the heating and air conditioning units in proper working condition so that they are available at any time during the service hours and offer the most comfortable environment inside the vehicle regardless of the outside climatic conditions. Contractor shall require that drivers continually monitor climate control units during the day to ensure that they are operating properly. In-service vehicles without working heating or air conditioning will be exchanged within one loop or sooner or Penalties/Liquidated Damages may be assessed.

Other Vehicle Systems

The Contractor is responsible for maintaining all other systems onboard the vehicles. This includes:

- Radios
- Public Address Systems
- Destination signs
- Fire suppression equipment
- Security cameras, digital surveillance system, data collection software and hardware, etc.

Vehicle Interior

Contractor shall maintain the interior passenger compartment in good repair. It shall be free of exhaust fumes and deposits from the engine or engine compartment. Contractor shall also ensure that all corners and seams are securely fastened to the floor at all times; that the doors, stop notification devices and public address system work properly. The driver's area shall be clean at all times. Each driver's personal items should be kept in a secure area and out of

sight. The dashboard is to be free of papers, trash, and loose materials. The driver's seat shall be maintained in accordance with the standards stated below for passenger seats. The interior will be checked for damage and cleared of trash at the conclusion of each trip or "loop." The Contractor or any of its staff may not attach or place any markings on the interior of the vehicle.

Contractor shall perform the following maintenance daily:

- Sweep, clean and remove all trash, gum, sticky substances, foreign objects, dirt and dust.
- Clean driver's area and dashboard so it is free of dust, stains or grease.
- Clean all interior and exterior windows, removing dust, fingerprints, smudges, writing, water spots, streaks and unpleasant odors.
- Clean passenger seats to the extent that they are dust free and free of all foreign substances.
- Clean all ledges, stanchions, handrails, modesty panels, passenger signal strip/cord and remove dust, grease, gum or sticky substances.

Contractor shall perform the following interior maintenance each week:

- Replace window (or Inserts) if ANY markings are present
- Replace or repair seat (or Inserts) if ANY markings are present
- Repair seats if there are ANY rips or tears
- Remove graffiti from ALL interior and exterior surfaces of the vehicle
- Replace window glass if scratched, broken, or cracked
- Repair or replace damaged schedule holders (fixed-route only).

Contractor shall perform the following interior maintenance monthly or sooner if needed:

- Shampoo fabric seats

Exterior

Contractor shall be responsible for assuring that all of the vehicle body components, appurtenances, and frame shall be sound and undamaged and retain original colors. The exterior body shall be free of cracks, dents, scrapes, graffiti and any other markings not approved by the City. The Contractor or any of its staff may not attach or place any markings on the exterior of the vehicle without written permission from City.

Contractor shall perform the following maintenance as needed:

- Clean and/or paint wheel rims after brake jobs.

Contractor shall perform the following maintenance a minimum of two-three days per week:

- Wash vehicle.

Contractor shall perform the following interior maintenance each week:

- Ensure destination signs are working and repair if necessary.

Contractor shall perform the following exterior maintenance twice per year:

- Wax vehicle.

City Inspections

City shall have the right to inspect any and all vehicles or cause same to be inspected at any time with or without prior notice to Contractor. City shall also have the right to demand from time to time a written statement from the Contractor setting forth the condition of the City equipment or any part of it. The Contractor shall furnish such a statement to the City within 10 days after receipt of the City's demand. Should the City or its designee determine, in its sole discretion, that any City equipment has not been maintained in accordance with the Agreement, the City or its designee shall report all deficiencies to the Contractor in writing. Except for safety-related deficiencies, which shall be corrected as soon as reasonably possible prior to placing the vehicle in service, the Contractor shall have 14 days to correct the reported deficiencies and to notify the City in writing of the correction.

Vehicle Out-of-Service Criteria

The Contractor shall not operate any vehicle that the City designates as unsafe for service. Vehicles must pass a City inspection after repairs are made and before the vehicle can go back into service. The Contractor is subject to Penalties/Liquidated Damages for having vehicles that are pulled out of service and not repaired and replaced back into service within twenty-one (21) days. The following is the list of criteria used by the City's Mechanical Maintenance Administrator to determine if a vehicle is unsafe for service:

- Failing a CHP Inspection
- Any violation of Title 49 Code of Federal Regulations, North American Commercial Vehicle Critical Safety Inspection Items and Out Of Service Criteria.
- Any fuel leak.
- Any liquid leakage beyond a minor seepage.
- Removal of any component, without replacement, that has not been approved by the City's designated mechanical maintenance agency.
- Identification of any substandard repair or condition that could put the City of El Monte, their employees, or the public at risk of health hazard or injury.
- Overfilling of engine or transmission fluid.
- And that which is provided under all local, state and federal regulations.

California Highway Patrol Inspections

The Contractor must make all vehicles available for inspection by the California Highway Patrol (CHP) as necessary. The Contractor must also follow CHP maintenance record guidelines and make all records available for inspection. Penalties/Liquidated Damages may be assessed every time a vehicle fails a CHP inspection or re-inspection. The Contractor must notify the City within four

(4) hours of an inspection failure. A copy of the CHP inspection reports will be forwarded to the City within 24 hours.

Road Calls/Reroute Notification

In the event of a vehicle failure while in service, Contractor shall deploy a vehicle immediately upon notification to replace the failed vehicle. The failed vehicle shall display “Out of Service” on the front and side Destination Signs. Contractor shall notify the City within 15 minutes in the event that a vehicle fails while in service or while traveling to or from service. Failure to do so will result in Penalties/Liquidated Damages.

In the event that a reroute becomes necessary (due to road closure, construction, train, etc.), Contractor will immediately notify the City with reroute proposal for City approval.

Miles Between Road Calls

The Contractor will monitor miles between road calls for each vehicle used in revenue service. The City will use this information to calculate a monthly average road call interval for both fixed-route and paratransit services.

Return of City Vehicles

In the event the initial contract term or any extension thereafter is terminated or expired, Contractor shall abide by the following conditions:

- All City-owned vehicles and related records shall be surrendered and delivered to the City immediately.
- The vehicles must be in appropriate mechanical condition as specified in Part II, Section I and throughout the RFP. Contractor is responsible for returning vehicles in an acceptable appearance and mechanical condition per **Exhibit G**, “Draft Agreement.”

If Contractor fails to abide by the conditions, any payments due will be held and, if necessary, amounts may be deducted to cover the cost of providing vehicles or making necessary repairs as per the “Contract Service Agreement” and the RFP.

ADMINISTRATION REQUIREMENTS FOR FIXED ROUTE AND PARATRANSIT SERVICES

Project Management

Contractor shall provide the necessary management, field supervisors, and administrative personnel with expertise to customary industry standards. Contractor shall manage services in accordance with the guidelines and parameters established herein. The City reserves the right to approve the final staffing plan submitted by the Contractor.

Supervision

The full-time supervision of the transit services and day-to-day operations shall be vested in the Contractor and shall consist of, but not be limited to, an assigned General Manager. Under this position will be a Fixed-Route Operations Manager, a Paratransit Operations Manager, and a Maintenance Manager. Contractor shall assign individual(s) to this operation, and those individual(s) shall show, by decision and action, to be competent in all aspects of services.

Key Personnel

The General Manager, Fixed-Route Operations Manager, Paratransit Operations Manager, and Maintenance Manager are all key personnel and will be individually approved in writing by the City before assuming these positions. **These individuals are of critical importance to a successful service operation and are a significant component of the contractor selection process.** As a result, Fixed-Route Operations Manager and Paratransit Operations Manager, also referred to as "Project Manager(s)," shall be assigned **solely** to this Agreement and may not be reassigned to any other operation internally or to an associated firm of contractor without prior written approval of the City, or be assigned tasks outside of the Agreement requirements as this may prohibit adequate time required for proper administration, management, maintenance, etc., tasks necessary for providing quality transit and paratransit services to our El Monte community. This paragraph shall not apply in the event said individual(s) either voluntarily or involuntarily terminates employment with contractor. Violation of this paragraph may result in penalties/liquidated damages or other remedies up to and including termination of the Agreement.

The City may, at its sole discretion, accept or reject any individual proposed by the Contractor both during the contract startup and for any replacement during the life of this contract. The City may also, at its sole option, require the replacement of any key personnel.

Reservationists

Dedicated reservationists shall be assigned to this Agreement, ensuring that accurate program information is related to residents and that customer service levels consistently meet Contractor and City expectations.

Employee Selection and Supervision

CONTRACTOR shall be responsible for the employment and supervision of all employees necessary to perform the service operations contemplated under the agreement to be executed with the CITY. Such responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluation, retention and termination.

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

CONTRACTOR shall at all times have in effect 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 vehicles and equipment used in the performance of services per all federal, state and local requirements.

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 operate any vehicles used in the performance of contracted services.

CONTRACTOR shall be responsible to recruit a sufficient number of bilingual employees to ensure that the bilingual communications requirements are met.

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.

Driver Requirements

Contractor shall employ only such persons as are competent and qualified to provide all services in accordance with the requirements of this RFP and City policies, practices, procedures, and standards. All employees shall meet all applicable qualifications established by Federal, State and local laws and regulations. The City reserves the right to require reassignment of drivers or removal completely from service at its sole discretion. Any driver providing service under this Contract will at all times be:

- Legally licensed and qualified to operate the vehicles to which they are assigned. This includes the following requirements:
 - Have no reckless driving violations.
 - Have no more than three (3) moving violations during the five (5) year period preceding City permit/licensing renewal.
 - Have no more than one (1) moving violation within the twelve (12) month period immediately preceding City permit/licensing renewal.
 - Never been convicted of a drug or alcohol offense, verified by a California Department of Justice criminal background check or had his or her license suspended due to a drug or alcohol offense.
 - Contractor will provide annual pull-notice printouts for each driver who operates vehicles under this contract. New drivers or drivers that transfer into the programs under this contract will present a DMV printout, no older than 7 days, prior to beginning to drive vehicles under this contract.

- Alert, careful, courteous and competent in their driving and customer relations habits.
- Neat and clean in appearance and in uniform.
- Speak and understand English adequately as solely determined by the City.
- Post a driver nameplate in the vehicle so it is visible to passengers.

Permits and Miscellaneous Licenses

The Contractor and their employees will hold and provide copies of valid permits, licenses, certificates and other documents as are required by Federal, State, County, City and other governmental or regulatory bodies to legally engage in the services to be provided under this contract. Contractor will notify City of any suspension, termination, lapses, non-renewals or restriction of required licenses, certificates, or other documents which may be cause for termination of this Contract. Contractor is responsible for payment of all related permit and licensing fees.

Drug & Alcohol Testing

The Contractor must provide an ongoing program for drug and alcohol testing of drivers and other personnel in compliance with the State and US Department of Transportation Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40) and comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver's Licenses (CDLs) (49 CFR part 382).

- Proof of compliance form, Form 9, is not required to be filled out and submitted with proposal as FTA monies are not currently funding these programs. If future FTA funds are utilized, Form 9 will be required by contractor.

Driver Uniforms

The Contractor must provide uniforms to all drivers. At minimum the uniform will include coordinating shirts and uniform pants that identify the Contractor's name and the employee's name. No denim, jeans, or short pants will be acceptable as part of a uniform. If jackets or cold weather gear is worn it must also be uniformed and clearly identify the Contractor's name and the employee's name. If hats are worn they must be uniformed with contractor logo. These uniforms will be subject to City approval.

Driver Training

Contractor shall provide all drivers with initial and ongoing training in, at minimum, the following topics:

- Vehicle operation
- Safe vehicle maneuvering
- Defensive driving
- General vehicle handling and safety
- Emergency first aid
- Cardiopulmonary Resuscitation (CPR)

- Passenger assistance techniques (including operation of lift equipment)
- Passenger relations / customer service
- ADA requirements and sensitivity training

Detailed driver training records are to be kept by the contractor and these records must be accessible for review by City staff and CHP upon request.

City Policy Training

All drivers will be provided an orientation to City policies related to passenger assistance requirements, sensitivity issues, fares, and other policies. City staff will work with driver training staff to ensure that necessary topics are included in the orientation and may participate on a periodic basis in the orientation sessions and/or safety meetings to review such policies or present changes in policies that impact drivers.

Employment Contracts, Labor Agreements, Labor Protection and Civil Rights

The Contractor may deal with and enter into written agreements with its employees. Contractor shall notify the City of any labor negotiations being conducted with its employees, shall keep the City fully informed of the status and progress of such negotiations, shall permit the City to observe such negotiations if the City so requests, shall confer and consult with the City about the negotiating positions taken by Contractor in such negotiations if the City so requests and shall not enter into or agree to modify or amend any labor agreement without the City's prior written approval. The City shall not directly negotiate with collective bargaining agents recognized by the Contractor without the Contractor's consent provided, however, that this provision shall not be construed to prohibit communications or negotiations relating to the City's obligations and rights under any applicable State laws.

Labor Protections: Transit Employee Protection, Title 49 U.S.C. 5333(b) requires that the interests of employees affected by assistance under most FTA programs shall be protected under arrangements the Secretary of Labor concludes are fair and equitable. Employee protections under Section 5333(b) are required for the JARC program and other FTA funded grants.

Civil Rights: The Contractor agrees to comply with all applicable Civil Rights Statutes and implementing regulations.

Advertising / Promotion

The City will be responsible for advertising and promoting the transit and paratransit programs and will provide the funds and materials necessary to carry out this responsibility. The Contractor will distribute promotional materials or assist in public relation activities from time to time and only at the request of the City.

Fare Collection

Fixed Route Fares:

- The current transit fare is .50 cents per person.
- A maximum of two (2) children, four (4) years of age and under may ride free with paid adult.

Paratransit Fares:

- DAR passenger fares differ by service area and trip type:
 - One-way trip within El Monte \$.50
 - One-way trips out of town (medical only) \$1.00

Fareboxes Collections

The fixed-route fleet has fareboxes. The Contractor will use a City-approved method for collecting Dial-A-Ride fares. The Contractor will collect and deposit all fare revenues.

Cash Handling

Farebox revenue shall be retained by Contractor and deducted from the monthly invoice billed to the City. The City will review any and all procedures submitted relating to the collection, recording, depositing, and reporting of all cash receipts.

Contractor shall be responsible for providing security over collected funds, equipment in service, and all inventoried fare boxes and associated equipment. Contractor shall develop, place into service, and monitor procedure controls and security devices that will prevent theft or expose pilferage. Should there be any discrepancies between the actual revenue counts and the estimated revenue counts from the ridership data, and an investigation proves failure to adequately protect City's revenues by Contractor, then Contractor is responsible for monetary reimbursement to City.

Radio System

The Contractor is responsible for any base stations or handheld radios needed for operations. The Contractor will also provide the City one handheld radio programmed to receive all frequencies used for operations.

The Contractor is also responsible for obtaining and paying for the necessary frequencies for the radio system. The cost of proper upkeep of the radios and replacement if damaged is the sole responsibility of Contractor. Contractor shall submit a list for approval of all radio frequencies and call letters to be used for each vehicle.

Payment

The City will pay the Contractor on a "Vehicle Service Hour" (VSH) basis, also referred to as "Revenue Hour," for the fixed-route and paratransit services. Transit Vehicle Service Hours are calculated as the hours of operation of each

vehicle during the scheduled operating hours (which includes scheduled layovers). Hours spent deadheading to and from the service area or from one route to another, training time, fueling time, lunchtime and storing vehicles do not constitute service. Missed transit service will also be deducted. Paratransit revenue time will begin when first passenger boards the vehicle and will end at last passenger dropped off.

The Contractor will submit a detailed invoice to the City by the tenth (10th) day of each month. The City will pay the Contractor within sixty (60) working days from the date of submission, provided that the invoice is complete and contains all necessary backup information, reports, and other required documents.

All revenues collected during any month shall be retained by contractor and (1) accounted for in the monthly report for the month during which it was collected; and (2) shown on the monthly invoice required by this section as a deduction from any amount due to contractor from City.

Trolley Tokens: All Trolley Tokens are to be returned to City by the 10th of each month, providing documentation of such Tokens collection.

The City will deduct from invoices any penalties/liquidated damage payments due, based upon City's determination of performance in relation to the penalties/liquidated damage clauses of the RFP and Agreement.

The City will verify all data provided by Contractor, and reimbursements/adjustments due to City or Contractor will be made after the close of each fiscal year (No later than September 30th of each year).

Data Collection & Reporting

Fixed Route Operating Data

- Contractor will submit all reports to City as requested. These reports will include those required by different funding agencies, as well as other reports/data the City may, from time to time, request related to operating performance.

The following reports must be submitted ACCURATELY:

- Unusual Occurrence Report (Daily) - Daily report of any out-of-the-ordinary incidents arising in the service to include, but not be limited to, disputes with or among passengers.
- Down Vehicle Report (As Needed) - The Contractor shall send a down vehicle report (faxed or emailed) within one hour of a vehicle going down while in service.
- Monthly Operating Summary (Monthly) - The Contractor will submit this report with the monthly invoice. It must include, at a minimum, the following information:
 - Total monthly ridership by Route, Bus Run (Loop), and Day

- Total Vehicle Service Hours (VSH) by Route, Bus Run, and Day
- Total Vehicle Service Miles (VSM) by Route, Bus Run, and Day
- Passengers Per VSH by Route and Day
- Passenger Per VSM by Route and Day
- Fares categories by Route, Bus Run, and Day
- Wheelchair Passengers
- Token Passengers
- Bike Passengers
- Free Rides (children 4 and under – two free children with paying adult)
- Access Services Riders (Participants only not PCAs)
- Rio Hondo “GO RIO” Participants
- Employees riding free with City Rideshare ID
- And other data required by FTA for the NTD and the City.

(Fixed-route transit sample trip sheets and daily/monthly data spreadsheets are attached as **Exhibit H** for all data currently required).

Paratransit Operating Data:

- Data collection and reporting on operational matters will be collected and tabulated for services to El Monte residents. Contractor will submit all reports to City as requested. These reports will include those required by different funding agencies, as well as other reports the City may from time to time request related to operating performance.

The following reports must be submitted in hard copy form:

- Unusual Occurrence Report (Daily) - Daily report of any out-of-the-ordinary incidents arising in service to include, but not be limited to, disputes with or among passengers.
- Down Vehicle Report (As Needed) - The Contractor shall send a down vehicle report within 15 minutes of a vehicle going down while in service.
- Monthly Operating Summary (Monthly):
The Contractor will submit this report with the monthly invoice. It must include at a minimum the following information:
 - Total Trips Requested
 - Number of Trips Requested / Number of Trips Provided
 - Trip Denials (including reason)
 - Total Passenger Boardings
 - Total Vehicle Revenue Hours
 - Total Vehicle Revenue Miles
 - Total Revenues Collected
 - Number of No-Shows/Cancel
 - Dedicated Passenger Average Trip Length

- And other data required by the NTD and the City.

(Dial-A-Ride sample trip sheets and daily/monthly data spreadsheets are attached as **Exhibit I** for all data currently required).

National Transit Database (Fixed Route & Paratransit)

The Contractor shall gather required National Transit Database (NTD) data information throughout the year and prepare and submit data monthly to CITY.

Records and Audits

Recordkeeping / Audit Controls

- The following recordkeeping and audit controls must be met:
 - Contractor shall maintain financial records and reports relating to funds received during the contract.
 - Contractor shall maintain books, records, documents, and other accounting procedures and practices which reflect all costs of any nature expended in the performance during the contract.
 - Records shall be subject to audit or inspection by duly authorized City, County, State or Federal personnel.
 - Contractor shall maintain all books, records and other relative documents related to the contract for four (4) years after final payment.
 - All financial records directly related to the work performed in this contract shall be made available to City upon request.
- The Contractor must keep the minimum service records in addition to others required in this proposal:
 - Contractor will provide access to or copies of daily driver trip sheets or any other operational records deemed necessary or requested by the City.
 - Upon request, the Contractor will supply City with Contractor's personnel policies including reimbursement of policies for sick pay, overtime pay and wage scale. A list of current personnel will be maintained and submitted as requested by City. Contractor's personnel policies will be in conformance with State and Federal laws.

Service Accidents and Incidents

Accident Reporting:

- In the event of a traffic accident involving revenue or non-revenue equipment, immediate notification to police is mandatory. Contractor will notify the City within 10-minutes and present all necessary reports to City within a twenty-four hour period.

Incidents, Service Interruption and Missed Service Reporting:

- Contractor will log all incidents and service interruptions. The City will set criteria for when they should be contacted about incidents depending on

severity. A monthly report outlining incidents, service interruptions and missed service will be provided.

Customer Service

Customer Service Forms:

- Customer comments or complaints received by the Contractor or the City will be documented on the “City of El Monte Customer Service Form.” The Contractor will return to the City a written response of the Contractor’s investigation/results of such comments or complaints within the timeframes specified below, unless otherwise instructed by the City:

Priority 1: Contractor to provide “written results” to City within 24 hours from the date and time of receipt of a Customer Service Form.

Priority 2: Contractor to provide “written results” to City within 3 working days from the date and time of receipt of a Customer Service Form.

Telephone Reservation and Information System

CONTRACTOR shall provide telephone equipment, all telephone information and dispatch personnel necessary to effectively respond to incoming calls at a quality and level consistent with transit and paratransit (Dial-A-Ride) patron demand and in strict accordance with the operating days and hours set forth herein.

CONTRACTOR shall make special efforts to respond to telephone service and information requests from patrons who have hearing disabilities. CONTRACTOR will provide TDD equipment for communications with patrons who have hearing disabilities and will provide the capability to receive and accommodate telephone calls from callers speaking English, Spanish, Chinese, Vietnamese and all other languages during hours when Dial-A-Ride reservations may be made.

CONTRACTOR will provide a telephone system with a minimum of three lines in rotary. A separate TDD number will need to be provided by the successful proposer. Upon termination of the agreement with the CITY, CITY reserves the rights to these telephone numbers as indicated above herein, and CONTRACTOR agrees to transfer said telephone numbers upon request.

SERVICE STANDARDS

CONTRACTOR shall strive at all times to provide service in a manner that will increase system productivity while achieving or surpassing customer service expectations. Recognizing that the goals of productivity and customer service levels may conflict, the standards set within the RFP are reasonably attainable by CONTRACTOR, fair to the customer, and consistent with CITY expectations.

At the option of the CITY, CITY may enforce the penalties indicated for substandard performance. Failure to enforce any penalty for any such substandard performance shall not serve to invalidate said criteria nor preclude future

enforcement of that penalty. CITY agrees that the penalties outlined in this RFP will not be enforced for the first 60 days of this Agreement.

CONTRACTOR and CITY shall periodically meet to evaluate performance of the system based upon standards. If the standards are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by CONTRACTOR with concurrence and final decision by CITY. Should it be found that CONTRACTOR's performance has contributed to CONTRACTOR'S failure to achieve these standards, penalties will be assessed.

C. PENALTIES/LIQUIDATED DAMAGES

The Contractor will strive at all times to provide service in a manner which will ensure responsive service to transit and paratransit customers, while at the same time maximizing service reliability and safety. In order to identify key areas of concern to the City, various performance standards are described below for which penalty or liquidated damage fines may be assessed when service falls below the standard.

“Penalty/Liquidated Damage” clauses described below may be instituted by the City no sooner than sixty (60) days after the initiation of the service.

The City of El Monte’s failure to assess penalties or liquidated damages shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this RFP.

The City may assess penalties/liquidated damages retroactively up to 12 months.

Reservations and Customer Service

The DAR reservation/customer service phone number shall be attended during Dial-A-Ride operating hours. All DAR staff must be able to clearly communicate in English. There must always be a staff member(s) immediately available who is fluent in Spanish. If Contractor’s in-house staff is unable to assist residents of all languages, Contractor is to utilize an interpreting service to ensure that residents’ program needs are met (At Contractor’s cost).

Penalty/Liquidated Damages: One Hundred Dollars (\$100) per incident will be assessed if Contractor fails to provide program assistance to residents of all languages.

Telephone Hold Times

90% of calls shall be answered in less than three (3) minutes. 100% of all calls shall be answered in five (5) minutes or less.

Penalty/Liquidated Damages: One Hundred Dollars (\$100) per month for each full or partial percentage point below.

On-Time Performance / Rerouting (Fixed Route)

The City has set an on-time performance level of 97%. On-time performance is defined as departing from a scheduled time point less than one minute early and arriving at a scheduled time point no more than five (5) minutes late. The City will base the on-time performance on randomly sampled trips.

Penalty/Liquidated Damages: One Hundred Dollars (\$100) per month for each full or partial percentage point below the 97% performance target.

Contractor is to inform City with recommendation for all route detours prior to rerouting.

Penalty/Liquidated Damages: One hundred dollars (\$100) per incident will be assessed if Contractor fails to contact City and receive approval prior to required reroute.

Missed Service and Road Call Notification (Fixed Route)

The City has set a minimum trip completion rate of 99%. This figure will be determined using figures reported by Contractor. A trip where service was not operated will be considered missed.

Penalty/Liquidated Damages: One thousand dollars (\$1,000) per month for each full or partial percentage point below the 99% performance target.

Penalty/Liquidated Damages: Two hundred and fifty dollar (\$250) per incident will be assessed if Contractor fails to contact City as RFP's "Road Call Notification" requires (Page 20).

Vehicle Replacement - Down Vehicle or Pulled Vehicle

The Contractor to immediately replace vehicles that are down and/or pulled out of service.

Penalty/Liquidated Damages: Two hundred and fifty dollars (\$250) per incident will be assessed if Contractor fails to timely replace a vehicle that was taken out of service (No more than 2 loops missed).

Vehicle Out-of-Service Criteria

The Contractor shall not operate any vehicle that the City, code, regulation, etc., designates/indicates/references as unsafe for service.

Vehicles must pass a City inspection after repairs are made and before the vehicle can go back into service. The Contractor is subject to penalties/liquidated damages for having vehicles that are pulled out of service and not repaired and replaced back into service within twenty-one (21) days.

Penalty/Liquidated Damages: One hundred dollars (\$100) per day beyond required twenty-one days (21) without City's written approval.

On-Time Performance (Paratransit)

The City has set an on-time performance level of 97% for paratransit. On-time performance is defined as arriving to pick up a passenger no more than five (5) minutes before to 15 minutes after the scheduled pick-up time. The City will base the on-time performance on field observations and the information reported by the Contractor.

Penalty/Liquidated Damages: One hundred dollars (\$100) per month for each full or partial percentage point below the 97% performance target.

Missed Trip (Paratransit)

The City has set a trip completion target of 99% for paratransit. A missed trip will be defined as not arriving within 30 minutes of the scheduled pick-up time. The City will base the on-time performance on field observations and information reported by the Contractor.

Penalty/Liquidated Damages: One thousand dollars (\$1,000) per month for each full or partial percentage point below the 99% performance target.

Passengers / Vehicle Service Hour – VSH (Paratransit)

The City requires that the Contractor exceed a target of two and a quarter (2.25) passengers per VSH for the first year and two and a half (2.5) passengers per VSH thereafter (monthly average). The City will base this figure on information reported by the Contractor.

Penalty/Liquidated Damages: One thousand dollars (\$1,000) per month for having an average of less than 2.25 passengers per VSH for the first year and two and a half (2.5) passengers per VSH thereafter.

CHP Vehicle Inspection Failure (Fixed-Route & Paratransit)

To ensure safe, quality operations, the Contractor will be expected to pass all California Highway Patrol terminal inspections.

Penalty/Liquidated Damages: One thousand dollars (\$1,000) for each vehicle that fails a CHP vehicle inspection or re-inspection.

Wheelchair Lifts (Fixed Route & Paratransit)

The Contractor must maintain wheelchair lifts on all vehicles to operate in a safe manner. If a wheelchair lift malfunctions, the vehicle must be immediately removed from service and not placed back in service until repairs are made and wheelchair lift is fully and safely functioning. The City will determine compliance through Contractor reports, pullout inspections and random testing on route.

Penalty/Liquidated Damages: Two-hundred-fifty dollars (\$250) per occurrence if any vehicle with a malfunctioning wheelchair lift is not immediately removed from service and a replacement vehicle immediately returned to service.

Complaints (Fixed-Route & Paratransit)

The standard for City-verified service complaints, exclusive of customer questions, comments or suggestions, will be receiving fewer than five (5) valid complaints within a calendar month. Multiple reports of the same occurrence will only count as one complaint. The City will determine compliance by tracking customer service forms. The City will make the ultimate determination if a complaint is valid.

Penalty/Liquidated Damages: One thousand dollars (\$1,000) per month if the number of verifiable service complaints, as determined by City, is more than five (5) per month.

Written Responses to Comments/Complaints

Contractor to provide City with written results/responses of all customer complaints per Part I, Section B of RFP, “Customer Service” page 29.

Penalty/Liquidated Damages: Two-hundred-fifty dollars (\$250) per occurrence if Contractor’s responses to comments/complaints are not received by the City in a timely manner as outline in RFP.

Key Personnel Retention

The Key Personnel are crucial to the day-to-day operations.

The City is requiring the Project Manager be 100% dedicated to this contract.

Penalty/Liquidated Damages: Twenty-Five thousand dollars (\$25,000) if any Key Personnel are reassigned or promoted to another position by the Contractor without City consent during the Term of the Agreement or if Project Manager is not 100% dedicated to the contract (which includes tasking 100% Project Manager(s) with tasks not relating to the Contract Services Agreement or services and tasks outlined in the RFP).

Accurate Data Submittals

Contractor to provide accurate data to City. If Contractor fails to provide accurate data to City by way of daily trip sheets and monthly reports, the City will provide Contractor with a written notice requiring immediate improvement in reporting accuracy; if adequate improvement is not made within 30 days from delivery of the City’s written notice to the Contractor, penalty/liquidated damages will be assessed.

Penalty/Liquidated Damages: One thousand dollars (\$1000) per month if Contractor fails to provide accurate paperwork/data to City.

II. INSTRUCTIONS, CONDITIONS AND NOTICES TO PROPOSERS

A. GENERAL ADMINISTRATIVE INFORMATION

The proposer shall represent and warrant that it is sufficiently informed as to all matters affecting the performance of the work and the furnishing of labor, supplies, material or equipment called for in this proposal; that the proposal has been checked for errors and omissions, that the facts stated in the proposal are current and as intended and are a complete and correct statement of the facts stated therein for performing the work or furnishing the labor, supplies, materials or equipment required by the RFP. The proposer waives any claim for the return of its proposal on account of errors or omissions claimed to have been made in its proposal or for any other reason.

Each contractor understands and agrees that the City of El Monte, its elected and appointed officers, agents, employees and volunteers shall not be liable for:

- Any costs incurred by a contractor in the preparation, delivery or presentation of a proposal.
- Any costs incurred by a contractor in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal contract with the City of El Monte.
- Any errors, inaccuracies or misstatements related to the information or data supplied to any contractor by the City. The use of such information or data provided by the City, its officers, employees, or agents is intended to be used at the sole discretion and risk of the contractor in the preparation of a proposal pursuant to this RFP.
- It is the contractor's responsibility to carefully examine the requirements, specifications, and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required.
- Any changes made to the RFP will be made only by written addendum, duly issued by the City of El Monte to each firm that personally picks up an RFP from the City's Transportation Services offices located at 3990 Arden Drive, El Monte CA 91731. All addenda will also be placed on the City's webpage.
- All responses to this RFP will become the property of the City of El Monte and will be retained or disposed of accordingly.
- The City of El Monte is an equal opportunity employer.
- The City of El Monte reserves the right to modify or cancel this RFP, either in part or in its entirety, and to waive any informality in a proposal when to

do so would be in the best interest of City, and to negotiate directly with any of the firms making a proposal. Nothing in this RFP or the proposal process shall be construed in any manner as obligating the City to accept any proposal.

Unauthorized conditions, limitations, provisions attached to this RFP, or an incomplete package will render it non-responsive and may be cause for its rejection. No telegraph or telephone proposals or modifications will be considered. The successful proposer shall abide by and obey all applicable federal, state, and city laws, including, but not limited to, the non-discrimination provisions of the laws of the United States of America, the State of California, and City of El Monte.

The proposer to whom the agreement is awarded shall be required to enter into a written agreement with the City of El Monte in a form approved by the City attorney, City Council and City Manager. The RFP, or any part thereof, and the proposer's responses may be incorporated into and made a part of the final agreement; however, the City reserves the right to further negotiate the terms and conditions of the agreement with the selected proposer.

All proposals shall be firm offers and may not be withdrawn for a period of 180 days following the deadline date for submission of proposals noted herein.

All proposals submitted in response to this RFP will become the property of City of El Monte. The proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information that it claims is exempt from disclosure under the public records act, California Government Code Section 6250, et seq. Any proposer claiming such an exemption must also state in its proposal that the proposer agrees to defend any action brought against City for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request therefore. Any proposer who fails to include such a statement shall be deemed to have waived its right to an exemption from disclosure as provided by said act.

The Agreement shall be by and between the City and the proposer and shall not be intended, nor be construed to create the relationship of agent, servant, employer/employee, partnership, joint venture, or association, as between City and proposer.

Neither the agreement nor any interest herein nor claim hereunder may be assigned by proposer, neither voluntarily nor by operation of law, nor may all or substantially all of the agreement be further subcontracted by proposer without the prior written consent of City. Penalty or possible termination may result for failing to procure written approval from City. No such consent shall be deemed to relieve proposer of its obligations to comply fully with the requirements hereof.

In the event of a dispute based upon the proposer's submission of a proposal and the City's acceptance of same, the proposer will be required to indemnify, defend and hold harmless at its expense, including the provision of legal counsel, the City, its agents, employees and officers from liability, claims, demands, damages and costs if such dispute or action arises solely upon the award of the proposal in compliance with state, federal and local laws.

B. PROPOSALS

In addition to addressing the Scope of Services section, proposals must also include all required information, policies, procedures, manual, forms, etc., as outlined in the RFP. Proposals must be kept to 75 pages, excluding the required Forms and Appendix specified in this RFP to be returned with the Proposal Package.

Background and Experience of the Contractor

Discuss the overall capabilities of the company. Include a brief description of the company's history and recent relevant experience as it applies to the Scope of Services.

Proposed Personnel and Management Plan

The Contractor shall include an organizational chart showing the names of all proposed management staff. This shall include a "Project Manager(s)" who may be the City's central contact person on day-to-day operations for both the fixed route and paratransit services. The Fixed-Route and Paratransit Manager(s) or "Project Manager(s)" shall be fully and solely dedicated to this contract for the term of the contract. A resume for the General Manager, Fixed-Route Manager, Paratransit Manager, and Maintenance Manager must be included in the proposal. The resume should include the following:

- Name of staff member
- Experience
- Training
- Total effort of staff members' time allotted to the contract expressed in percentages
- Number of hours weekly.

Employee Training:

Provide a description of all employee training programs including driver, maintenance, management, reservationist, dispatch, road supervisor, and safety training. One complete copy of the driver training program and safety program must be included with the proposal.

Employee Wages & Benefits:

Provide the salary range and benefits for the following positions:

- Fixed-Route Driver
- Paratransit Driver
- Operations Supervisor
- Reservationist
- Road Supervisor
- Clerk
- Mechanic
- Service Worker

Proposer shall describe hiring policies and procedures, including approach and philosophy to minimize employee turnover and to maintain a stable work force.

Staffing Levels:

Provide a comprehensive list of all positions (as Full-Time Equivalent figures) and a brief description of the job assignments. Include every position to be provided within your proposal.

Maintenance Program/Strategy

In this section Contractors should discuss their maintenance program and strategy including:

- Responding to road calls
- Warranty coverage/inventory management
- Recruitment of vehicle maintenance staff
- Vehicle maintenance hours of operation throughout contract.

Maintenance of Equipment:

Describe how vehicle maintenance will be performed at the Contractor's facility during the first two years of the contract. Outline which work will be in-house and which work will be performed in another manner. Provide descriptions for the type of equipment to be used for the maintenance.

Maintenance Personnel:

Indicate the number of personnel dedicated to maintaining all vehicles. Indicate the total number of full-time employees by position. Provide information on employee classifications and minimum qualifications. Also provide resumes for any "lead mechanics" that will be in charge when the Maintenance Manager is not onsite.

Preventative Maintenance Program:

Present the preventative maintenance plan including the inspection classes, specific actions, and intervals; daily work assignment plan; and the procedures to insure fleet readiness and reliability.

Backup Transit Bus:

Indicate backup transit bus's make and model, if any, contractor will propose to ensure uninterrupted fixed-route transit services while maintenance is performed on City vehicles. The City to approve proposed transit bus and verify insurance coverage prior to placement into service.

Paratransit Operation Plan

Overall Operation Plan:

- Please provide a description of how your company proposes to provide the City's Dial-A-Ride service.

Dispatching/Software:

Provide a description of how vehicles will be dispatched. List any software/hardware to be used for dispatching. If the system uses Global Positioning System (GPS), please mention the type of GPS technology used and whether real-time GPS data can be provided to the City.

Facility/Fueling Description

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

The facility should meet the following minimum requirements:

The facility should be located within a five-mile radius of the El Monte Trolley Station located at 3650 Center Avenue, El Monte 91731. The El Monte transit buses may be called upon to provide emergency transportation during City emergencies (“Emergency Operations” under “Scope of Work”). The City will consider other locations outside this radius with sufficient justification.

Implementation/Transition Plan

The Proposers shall submit an implementation/transition and operational plan and schedule. These step-by-step plans shall include, at minimum, the following: staffing, personnel training, vehicle maintenance and storage, fueling, cleaning and washing, uniforms, fare box collection, licensing and permits, insurance, road calls, accidents/incidents, documentation and reporting. Also include any and all procedures relating to the collection, recording, depositing, and reporting of all cash receipts.

The implementation schedule shall include all key dates and tasks that Contractor needs to complete prior to the startup date of July 1, 2020.

Cost Proposal Form

All Proposers must complete **Forms 1 and 2**, Cost Proposals (Attached). A copy of forms is available in electronic format upon request. The monthly cost for each year of the contract should be used to create an annual cost for each service.

List of References

List five (5) current or former clients for whom similar or comparable services have been performed. Include the name, mailing address, and telephone number of the principal contact person for the contract. Also include the dates of service, description and location of the facilities serviced, and a description of the services provided.

Also provide a list of all transit and paratransit services provided within the states of California, Arizona, Nevada, Oregon, and Washington for the last five (5) years

(including expired contracts). Please provide the name of the service operated, type of service, contracting agency name and years operated **(See Form 10)**.

Financial Responsibility

The Contractor shall provide an audited financial statement to demonstrate the financial status of the Contractor in order to provide the required services through the term of the contract and to finance the costs of services being proposed. This financial statement shall be, at a minimum, a compiled balance sheet and income statement signed by a certified public accountant **(See Part III, “Required Qualification of Contractor” for additional requirements)**.

Performance Bond

The Contractor shall deliver to the City at the time of or prior to the execution of the Agreement a Performance Bond approved by the City’s Risk Management Department in the amount of \$150,000 by a surety company authorized to do business in the State of California. Said bond shall be conditioned upon the full and faithful performance by the Contractor of each covenant, promise, term, condition, undertaking, and agreement set forth in the Agreement and this RFP **(See Form 5)**.

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.

Proposals which fail to provide documentation responding to all of the required items outlined in the RFP may be considered non-responsive and rejected.

C. SUBMITTALS

Please submit one original and five (5) copies of the proposal. Proposals are not to exceed 75 pages in length (double-sided page to count as two pages) excluding the required Forms and Appendix to be returned with the Proposal. The audited financial statement, driver training manual, and safety manual will not be counted towards the 75 page limit. Please use recycled paper and print on both sides, when possible. Proposals must also include the following Forms and Appendix:

- **Form 1**
- **Form 2**
- **Form 3**
- **Form 4**
- **Form 5**
- **Form 6**
- **Form 7**
- **Form 8**
- **Form 10**
- **Appendix 1**
- **Appendix 2**
- **Appendix 3**
- **Appendix 4**
- **Appendix 5**

All proposals must be sealed in a package showing the following information on the outside:

Addressed to: CITY CLERK
 CITY OF EL MONTE
 11333 VALLEY BLVD
 EL MONTE, CA 91731

Firm's name, address, fax number, phone number and email address.
"City of El Monte, Transit and Paratransit Operations and
Maintenance Proposal" and proposal due date

The proposal package must be mailed or delivered to the above address prior to the closing date and time for receipt of proposals. Firms mailing or shipping their proposals must allow sufficient delivery time to ensure timely receipt of their proposals by the time specified. Late proposals will not be accepted.

The City reserves the right to reject all proposals for any reasons whether or not said proposals are responsive or non-responsive. The City reserves the right to reject any proposal which is non-responsive to this RFP. The City may, but shall not be required to, solicit additional information, orally or in writing, from one or more of the applicants relating to the content of their proposal. The City may, but shall not be required to, meet with one or more of the applicants prior to a

preliminary selection of one or more applicants with which City may choose to negotiate.

D. OPTIONAL PRE-PROPOSAL CONFERENCE & QUESTIONS

Pre-Proposal Conference

A pre-proposal conference is scheduled for Wednesday, March 4, 2020, at 10:00 a.m. to enable prospective firms to clarify additional details considered pertinent for their evaluation prior to the proposal submittal date. All proposers must sign an attendance sheet at the conference verifying participation and providing contact information. The pre-proposal conference will be conducted at the City of El Monte's Public Works Maintenance and Transportation Services Divisions' offices located at 3990 Arden Drive, El Monte 91731.

Vehicle Inspection Meeting

A vehicle inspection meeting will be held at the City of El Monte's Transportation offices at 3990 Arden Drive, El Monte, 91731, on Thursday, March 5, 2020, between 10:00 a.m. - 11:00 a.m. This meeting will allow prospective firms time to perform a cursory inspection of a similar make and model bus that will be used for Fixed-Route Transit service.

Questions, Changes, and Clarifications

If any person contemplating submitting a proposal of the items or services listed herein is in doubt to the true meaning of any part of this Request for Proposals, they may submit their questions via email to szadok@elmonteca.gov requesting an interpretation or correction thereof.

If the request is received within 72 hours of the pre-proposal conference, these questions may be addressed in that forum. Proceedings of the pre-proposal conference will be distributed to all known interested parties, as well as any changes, clarifications, or any addenda to the RFP.

E. CLOSING DATE

Proposals must be received by the City of El Monte City Clerk's Office, 11333 Valley Blvd., El Monte, CA 91731, no later than 5:00 p.m., Tuesday, March 24, 2020. Late proposals will not be accepted and will be returned unopened. Proposals must be submitted in a manner addressing each and every item outlined in the **RFP**.

The City will not accept proposals submitted by facsimile copy or electronically. Responsibility for submitting the proposal and pricing to the City on or before the above stated time is **SOLELY AND STRICTLY** that of the **PROPOSER**. The City will in no way be responsible for the delays in the delivery of the mail or delays caused by any other occurrence. The City will not be responsible for premature opening of proposals not properly marked.

F. SELECTION PROCESS

This section describes the selection process by which proposals will be evaluated and a selection made for a potential award. The approach and procedures are those which are applicable to a competitive procurement whereby proposals are evaluated by an Advisory Committee selected by the Director of Public Works and Utilities which may determine which proposals are within a competitive range. The City may elect to request additional materials and/or hold additional discussions with Proposers in the competitive range so as to award the contract according to the overall best interest to the City.

Proposals will be evaluated based upon consideration of the criteria of “Minimum Qualifications” and “Selection Criteria.” Final determination of a Proposer’s qualification will be made based upon all the selection criteria and information received during the evaluation and interview process. Award will be to a responsive and responsible Proposer for the proposal which is found to be most advantageous to the City on a “best value” basis, with price and other factors listed below considered. Accordingly, the City may not necessarily make an award to the Proposer with the highest technical ranking, nor award to the Proposer with the lowest Cost Proposal if doing so would not be in the overall best interest of the City.

The “Selection Criteria” are listed in the relative order of importance. As proposals are considered by the City to be more equal in their technical merit, the evaluated price becomes more important so that when technical proposals are evaluated as essentially equal, price may be a deciding factor.

Minimum Qualifications

The following are the requirements for responsible Proposers, all of which must be met by the Proposer:

- Sufficient financial strength, resources and the capability to finance the work to be performed and complete the Agreement in a satisfactory manner.
- Ability to obtain required insurance with coverage values that meet the City’s minimum requirements.
- Evidence that the human and physical resources are sufficient to perform the Agreement as specified and assure the level of service required.
- Evidence that the Proposer possesses the qualifications and experience necessary to perform adequately and meet the Agreement requirements based on past performance and client references.

Selection Criteria

A City-formed Advisory Committee will review and evaluate all proposals submitted in accordance with this RFP. Evaluation of the proposals will be based on the competitive selection process, in which the evaluation of proposals will not be limited to price alone. This committee will use the following selection criteria to evaluate the proposals:

Cost Proposal (30%)

- Reasonableness of the total price and competitiveness of this amount with other offers received
- Adequacy of data in support of figures quoted
- Reasonableness of unit price (where applicable)
- Basis on which prices are quoted
- Accuracy.

Qualifications and Experience of Contractors/Subcontractors (25%)

- Demonstrated experience in performing work of a similar nature
- Safety record
- Experience working with public agencies
- Strength and stability of firm
- Strength, stability, experience and technical competence of subcontractors (if applicable)
- Demonstrated experience with projects of a similar nature to meet on-time performance and data collection requirements
- Demonstrated experience in initiating a new service and adapting to changing service requirements
- Demonstrated experience with unique technologies present, including CNG-fueled vehicles and real-time arrival information technology
- Demonstrated experience in compliance with all applicable federal, state and local codes, rules and regulations.

Responsiveness of Proposal to RFP / Work Plan (20%)

- Depth of Proposer's understanding of the City's requirements as set forth in the Scope of Work and within this RFP
- Overall quality of the work plan
- Logic, clarity and specificity of the work plan
- Appropriateness of labor distribution among the activities
- Ability to meet all service start dates
- Reasonableness of service operations as proposed
- Proposed Implementation/start-up plan and schedule
- Bus cleaning program
- Preventative maintenance program
- Facility location and amenities
- Training program
- Safety program
- Quality control and quality assurance programs
- Utility of suggested technological innovations
- Producing required forms, manuals, procedures, and miscellaneous information

Qualifications of Project and Management Staff (15%)

- Qualifications and experience of project staff, particularly Key Personnel

- Key personnel’s level of involvement in performing related work outlined in the Proposer’s background and experience
- Overall quality of the staffing plan
- Labor relations record
- Employee selection and retention program
- Disciplinary program
- Concurrence in the restrictions on changes in managers (“Key Personnel”)
- Wage and benefit levels paid to employees

Interview Evaluation (5%)

- Effective presentation and communication of proposal
- Coherence and clarity of all plans to execute proposal
- Overall quality of interview and information provided/clarified
- Overall quality of proposal

Information Obtained from References (5%)

- References with demonstrated success in providing similar services
- Assessment of client references and information provided

Interview Process

The City may conduct interviews with all Contractors submitting a complete and responsive Proposal, if required. These interviews will be approximately one hour in length. The City will have a panel comprised of City staff and, if available, experts from other entities in the fixed-route and paratransit fields. **All Key Personnel** must attend the Contractor interview.

Selection Schedule

- | | |
|--|----------------------------|
| • Issue Request for Proposals | February 19, 2020 |
| • Optional Pre-Proposal Conference | March 4, 2020 (10:00 a.m.) |
| • Vehicle Inspection Meeting | March 5, 2020 (10:00 a.m.) |
| • Deadline for Submitting Questions | March 11, 2020 (4:30 p.m.) |
| • Final Addenda and Answers Issued | March 17, 2020 |
| • Proposals Due
(At City Clerk’s Office by 5:00 p.m.) | March 24, 2020 |
| • Contractor Interviews (If needed) | April 15, 2020 |
| • Best and Final Offers Due (If needed) | April 20, 2020 |
| • Webpage Posting of Recommended Contract Award | April 27, 2020 |
| • Selection Recommendation Made to City Council and Contract Award | June 2, 2020 |
| • Start of Service | July 1, 2020 |

G. PROPOSAL PROTEST PROCEDURE

A proposer may protest a proposal award if he/she believes that the award was inconsistent with City policy or the proposal's specifications or was not in compliance with State or Federal law or guidelines.

A protest must be filed in writing with the City Manager or her designee within five (5) business days after webpage posting of recommended Contract award. The proposer shall submit all documents supporting or justifying the protest. A proposer's failure to file a timely protest shall constitute waiver of his/her rights to protest the award of the contract.

Any proposer submitting a proposal may file a protest of the City's intent to award the Contract provided that each and all of the following conditions are met:

- The protest must be submitted in writing to the City Clerk's Office (e-mailed protests will not be accepted) before 5:00 p.m. of the fifth business day following the webpage posting of recommended Contract award.
- The initial protest document must contain a complete statement of any and all bases for the protest including, without limitation, all facts, supporting documentation, legal authorities and argument(s) in support of the grounds for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.
- The protest must refer to the specific portions of all documents which form the basis of the protest.
- The protest must include the name, address and telephone number of the person representing the protesting party.

Any protest not conforming to the foregoing shall be rejected by the City as invalid. Provided that a protest is filed in strict conformity with the foregoing, the City Manager, or such individual(s) as may be designated by her, shall provide the proposer submitting the protest with a written statement concurring with or denying the protest. The City's Governing Board will render a final determination and disposition of a protest by taking action to adopt, modify or reject the disposition of a proposal as reflected in the written statement of the City Manager or her designee. Action by the City's Governing Board relative to a proposal award shall be final and not subject to appeal or reconsideration by the City, any employee or officer of the City or the City's Governing Board. The rendition of a written statement by the City Manager, or her designee, and action by the City's Governing Board to adopt, modify or reject the disposition of the proposal award reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the proposal process, the City's intent to award the Contract, the City's disposition of any protest or the City's decision to reject all proposals.

The procedure and time limits set forth in this Section are mandatory and are the proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute waiver of any right to further pursue the protest, including filing a California Government Code Claim or legal proceeding.

H. DRAFT AGREEMENT

The successful PROPOSER to whom an award is made will be required to enter into a Contract Services Agreement (“Agreement”) with CITY substantially similar to the DRAFT AGREEMENT provided as **Exhibit G** to the RFP. This RFP and the selected Proposer’s proposal package will be made a part of the ultimate AGREEMENT.

Execution of Agreement

If the PROPOSER is an individual, he or she shall execute the AGREEMENT personally. If the PROPOSER 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 PROPOSER 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 PROPOSER 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.

I. VEHICLE LEASE AGREEMENT TERMS

Basic Lease Terms

Initially the City hereby leases to Operator seven (7) transit-style buses, five (5) paratransit vans and one (1) paratransit bus (collectively, the “buses” or individually, a “bus”), which shall be dedicated and used by the operator solely and exclusively for the purpose of providing the public mass transportation service set forth in the Operating Agreement. Under no circumstances, may Operator use the aforementioned buses for any purpose other than the purpose set forth in the Operating Agreement. The buses may not be used or operated in any other jurisdiction other than the City of El Monte and may not be used in the service of any other persons or entities other than those persons contemplated under the Operating Agreement. The vehicle identification numbers of the buses are attached and incorporated hereto as **EXHIBIT “F.”** The Parties acknowledge, understand and agree that the Operating Agreement is inclusive of the City’s related request for proposals and Operator’s corresponding response to the request for proposal.

Term of Agreement

This Agreement shall commence from the Effective Date and shall terminate automatically upon the date the Operating Agreement or any extension thereto expires or terminates. Operator shall deliver possession of the City vehicles to the City promptly upon the termination of this Agreement but in no event later than five (5) days following the effective date of the termination. Notwithstanding, any other term or conditions set forth in this Agreement, the Operating Agreement or any extension, amendment or modification thereto, City, in its sole and absolute discretion, may terminate this Agreement prematurely without cause, upon thirty (30) days prior written notice to Operator.

Compensation

In consideration for City’s lease of the buses, Operator shall pay City the sum of One Dollar (\$1.00).

Maintenance, Repairs and Operating Expense

Consistent with any and all maintenance requirements set forth in the Operating Agreement or any extension, amendment or modification thereto (including the request for proposals), Operator shall pay for all maintenance and repairs to keep the buses in good working order and condition and shall pay any other expenses associated with operating the vehicle. Operator shall comply with all maintenance requirements set forth in the Operating Agreement, and upon the termination of this Agreement shall return the buses to City in good condition with no excessive or unacceptable wear and use.

Wear and Use Standards

Excessive or unacceptable wear and use includes, but is not limited to (a) glass breakage or discoloration; (b) damage or deterioration of body, fenders, metal work, trim, or paint; (c) torn dash, floor covers, seats, upholstery or interior work

(d) any wheels or tires that are missing or not in safe condition; or (e) any damage that makes the vehicle either unsafe or unlawful to operate.

Vehicle Insurance

Operator shall comply with all insurance requirements set forth in the Operating Agreement or any extension thereto, including any insurance required under the request for proposals.

Use

Only Operator and Operator's employees are authorized to operate the buses. Operator covenants and agrees (a) that it shall keep the buses free of all fines, liens and encumbrances; and (b) to pay any such fines or remove any such liens and encumbrances immediately. If Operator fails to comply with the terms of this Section, City may pay to remove or settle any such fines, liens or encumbrances and any amounts so paid by City shall be offset against any compensation otherwise owed to Operator under the Operating Agreement or any extension, amendment or modification thereto. Operator covenants and agrees that Operator will not use the buses in a manner that is illegal, improper or for hire. Operator may not remove the buses from the County of Los Angeles. Operator may not alter, mark or install equipment or sticker/decals on or in buses without City's prior written consent or where applicable, the consent of the El Monte City Council.

Theft, Destruction, and Substitution

Operator assumes full responsibility for the theft, loss or destruction of the buses or any one of them while under Operators' possession or control, including but not limited to those periods in which the buses are being operated by Operator. In the event of such theft, loss or destruction to the buses or any one of them, Operator shall be required to compensate City for the full replacement cost of the vehicle.

Inspection

(a) City may, but does not assume the obligation to, inspect the buses at any time. If City asks to inspect a bus, Operator will advise City in writing of the location of the bus and allow the inspection. If the bus is damaged or there is excessive or unacceptable wear and use, City will decide if the bus is reasonably repairable. If the bus is reasonably repairable, Operator shall promptly have the necessary repairs made.

(b) Operator further agrees to pay for a third-party inspection of the buses upon their return to City by Operator following the termination of this Agreement or the underlying Operating Agreement or any extension, amendment or modification thereto. Operator agrees to pay for all such repairs recommended by the third-party inspector in order to bring the vehicle into good operating condition. If Operator cannot reasonably comply with this paragraph within the five-day period for the return of the buses, Operator shall notify City of the need for additional time. City in its sole discretion may grant such additional time as may be needed

to return the buses in good condition, provided the grant of such additional time is made in writing. Operator's failure to return the buses to City within the five-day return period, absent timely notification to the City of the need for additional time, and approval, shall constitute an event of default and a material breach of this Agreement.

Default

Operator's failure to comply with or perform any term, condition or duty of this Agreement or any extension, amendment or modification thereto shall constitute an event of default. If Operator is in default, City may pursue any and all rights and remedies provided by law, including the right to sue Operator for damages and/or recovery of the buses or any one of them.

In the event of a default, City may take the buses from Operator without demand. To take the buses, City may enter Operator's premises or the premises where the buses or any one of them are stored or placed, so long as it is done peacefully. If there is any personal property in the vehicle when City takes the buses from Operator, City will hold such items for Operator until such time as Operator elects to retrieve them (no more than 12 months). Operator shall be charged and shall be obligated to pay all reasonable expenses associated with the taking of the buses. Operator will also be charged and be obligated to pay reasonable attorney's fees and legal expenses incurred by City, to the extent permitted by law.

In addition to any other default under this Agreement, the Operating Agreement or any extension, amendment or modification thereto, Operator shall also be considered to be in default in the event of any of the following:

- (a) Operator or Operator's property become the subject of a proceeding in bankruptcy, receivership or insolvency; or
- (b) Operator makes any assignment for the benefit of creditors; or
- (c) Operator fails to comply with the insurance requirements of this Agreement, the Operating Agreement or any extension, amendment or modification thereto; or
- (d) Operator fails to maintain or repair the vehicle as required by this Agreement, the Operating Agreement or any extension, amendment or modification thereto; or
- (e) Operator fails to answer a traffic summons or pay fines when due; or
- (f) Operator allows the placement of a lien interest on the buses or fails to timely pay for the release of any such lien.

The foregoing list of defaults is a non-exhaustive list and a default may include any other failure to timely comply with any term, condition or duty set forth in this Agreement, the Operating Agreement or any extension, amendment or modification thereto.

Ownership

This Agreement constitutes a lease and City remains the owner of the buses. Operator may not and shall not transfer, sublease, rent, or do anything to interfere with City's ownership of the buses. Operator shall execute any and all additional documentation as City may request or require in order to evidence and establish City's ownership interest in the buses.

Indemnification

Operator agrees to indemnify, defend and hold City and City's elected or appointed officials, officers, employees, agents and volunteers free and harmless from any and all claims.

Severability and Venue

Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either Party to enter into or carry out, such decision shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

Totality of Agreement

This Agreement, the Operating Agreement and any modifications, amendments or extensions thereto constitute the entire agreement of the Parties as to the subject matter of this Agreement.

Assignment

Operator has no right to assign this Agreement or the lease created hereunder without the prior written consent of City in its sole discretion. Any such assignment without City's prior written consent shall be null and void and of no legal effect and shall constitute a material breach of this Agreement.

Modification

No amendment, modification or supplement of this Agreement or the Operating Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to the City's approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

J. CONTRACT TERM

This contract will remain in effect for five (5) years from the effective date of the Agreement with extension options to be proposed to City Council for up to three (3), one (1) year extensions. The approval and exercise of such options shall be at the City's sole discretion. Should the City choose to exercise one (1) to three (3) of the additional extension options, the City shall notify the Contractor at least six (6) months prior to the expiration of the current term.

K. TERMINATION OF AGREEMENT

The Agreement may be terminated in whole or in part upon thirty (30) days written notice given by the City to the Contractor in the event that any funding source fails in any fiscal year to appropriate or otherwise make available sufficient funds, as determined in the sole discretion of the City to cover payments to be made to contractor or if equipment necessary to perform the services hereunder is unavailable for any reason as determined by the sole discretion of the City. The City may also terminate the Agreement upon 24 hours written notice in the event of Contractor's default including but not limited to the cancellation, elimination or reduction of any route or reduction in service or scheduling or any other violation or failure which cannot be cured to the sole satisfaction of City.

Upon termination, the City's obligations shall be limited to payment of services rendered by the Contractor up to the date of said termination, provided, however, that the City may agree to make certain additional payments to the Contractor that may be required herein. Immediately following termination of the Agreement, the Contractor shall surrender and deliver to the City at such time or times and at such locations as the City may designate all City vehicles and equipment, records pertaining to all City vehicles and equipment, payroll records and any other records that are deemed by the City to be necessary to the continuation of services.

L. COMPLIANCE WITH LAWS AND REQUIREMENTS

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

Equal Employment Opportunity

Regarding the performance of this contract, the PROPOSER 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.

Drug and Alcohol Testing Requirements and DMV Pull-Notice Program

The Contractor must provide an ongoing program for drug and alcohol testing of drivers and other personnel in compliance with the State and US Department of Transportation Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40). PROPOSER shall comply with DMV Employer Pull-Notice Program requirements, meeting all federal, state and local regulations.

Interpretation

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

Retention of Existing Employees

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

A successor CONTRACTOR or subcontractor who agrees to retain employees, pursuant to subdivision (a) [of Senate Bill No. 158] shall retain employees who have been employed by the prior CONTRACTOR or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the successor CONTRACTOR or subcontractor.

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

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

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

Within ten (10) working days after the contract has been awarded, the prior contractor and its subcontractor(s) shall provide to the Contractor and its Subcontractor(s) the name, address date of hire, wages, benefit level and job classification of each employee employed at the locations covered by the prior contractor's contract. The City shall notify the prior contractor and its subcontractor(s) as soon as practicable to facilitate the transfer of this information.

The City shall have the right, in its sole discretion, to reject or require the removal either temporarily or permanently, by notice to the Contractor, any operator furnished by the Contractor, including any operator previously furnished by the Contractor and accepted by the City. With respect to the service provided under this Contract, the Contractor shall promptly replace any operator not acceptable to or rejected by the City.

The Contractor will also be subject to the enforcement provisions of California Labor Code Section 1073 for any violations of this law.

In order to facilitate the provisions of the law, the City requires that upon the commencement of the Contract and throughout the full term of the Contract, which includes the information above, the Contractor or its Subcontractor(s) must indicate which employees were employed by the prior contractor and its subcontractor(s), if any. The Contractor and its Subcontractor(s) must also maintain a list of all employees of the prior Contractor and its Subcontractor(s) that were not retained by the Contractor or its Subcontractor(s), and such list must indicate the reasons why such employees were not retained.

Upon request from the City, the Contractor and its Subcontractor(s) must provide such lists to the City within 10 days of such request. The City has the ability to request such lists throughout the term of the Contract.

The Contractor shall be responsible for defending, and shall hold the City harmless from, any claims or controversies alleging any violation or breach of Labor Code Section 1070 et seq., whether made by the Contractor's own employees, the employees of its subcontractor(s), or employees of the prior contractor or its subcontractor(s), arising from or related to the terms and conditions of employment of employees hired to work for the Contractor as of the effective date for this contract. Notwithstanding any other provisions of this Contract, no cost of liability for which Contractor is responsible under this paragraph shall be deemed an allowable cost payable to the Contractor or claim or liability for which the Contractor is entitled to indemnification or reimbursement from the City. The Contractor shall be exclusively responsible for satisfaction of all obligations that may be owed to its employees of the prior contractor, pursuant to Labor Code Section 1070 et seq., both during and subsequent to the term of the Contract.

At least six months before the end of the initial term of the Contract, and each option term, if exercised, the Contractor and its subcontractor(s) will provide the City a list of employees providing service to the City pursuant to the transit and paratransit services contract. This list of employees shall indicate the length of services of each employee, their job title and description, and their current salary. This information may be distributed by the City to future bidders for a new contract that will commence whenever the current contract term ends. The Contractor and its subcontractor(s) must provide updates on a monthly basis of the employee lists after the original employee list has been submitted. The Contractor's and its subcontractors' obligation to provide monthly updates of the employee lists will last until the end of the contract term. If a new contract is awarded to a different contractor at the end of the Contractor's Contract, the Contractor must provide to the new contractor the name, address, date of hire, wages, benefit level, and job classification of each employee employed by the Contractor's locations covered by the Contractor's contract within three working days after the contractor has been notified by the City of the identity of the new contractor.

a. Compliance with Legal and Regulatory Requirements and Grant Conditions

In performance of the services described herein, contractor shall be responsible to comply with all applicable Federal, state and local requirements including but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, the Americans with Disabilities Act, Federal Transit Administration, Drug and Alcohol Testing requirements and other laws and regulations applicable to contracts utilizing federal funds and other local grants received by the City or by Contractor at any time with respect to the services, equipment, real property and facilities provided for hereunder.

No Obligation by the Federal Government:
49 U.S.C. Part 18, FTA Circular 4220.1E

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Program Fraud and False or Fraudulent Statements or Related Acts:

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to

be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

Access to Records:

The following access to records requirements apply to this Contract:

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at

49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

(3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

Requirements for Access to Records and Reports by Types of Contract:

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I <u>State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award	Those imposed on state pass thru to Contractor	None Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II <u>Non State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	Yes ³ Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

Sources of Authority: 1 49 USC 5325 (a), 49 USC 5325 (a), 2 49 CFR 633.17, 49 CFR 633.17, 3 18 CFR 18.36 (i), 18 CFR 18.36 (i)

Federal Changes

49 CFR Part 18

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

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

CIVIL RIGHTS REQUIREMENTS

- 29 U.S.C. § 623, 42 U.S.C. § 2000
- 42 U.S.C. § 6102, 42 U.S.C. § 12112
- 42 U.S.C. § 12132, 49 U.S.C. § 5332
- 29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Executive Order 13166 (2000) expanded Title VI to include persons with Limited English Proficiency (LEP).

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprise (DBE)
49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The City of El Monte elects not to place a DBE contract goal on this project as there are little or no opportunities for DBE subcontractors for fixed-route transit services. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of El Monte deems appropriate. Each subcontract the contractor signs

with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. A copy of all DBE Certifications are attached and required.

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of El Monte.

d. The contractor must promptly notify the City of El Monte whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of El Monte.

Incorporation of Federal Transit Administration ("FTA") Terms:
FTA Circular 4220.1E

FTA has developed the following incorporation of terms and language - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth herein are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of El Monte requests which would cause City of El Monte to be in violation of the FTA terms and conditions.

Prompt Payment:

49 CFR §26.29

The City will pay the Contractor on a "Vehicle Service Hour" (VSH) basis, also referred to as "Revenue Hour," for fixed-route transit and paratransit services. Vehicle Service Hours are calculated as the hours of operation of each vehicle during the scheduled operating hours (which includes scheduled layovers). Hours spent deadheading to and from the service area or from one route to

another, training time, fueling time, lunch time and storing vehicles do not constitute service. Missed service will also be deducted.

The Contractor will submit a detailed invoice to the City by the tenth (10th) day of each month. The City will pay the Contractor within sixty (60) working days from the date of submission, provided that the invoice is complete and contains all necessary backup information, reports, and other required documents. The Contractor will deduct from the invoiced amount due all fares collected during the billing period of the invoice, providing documentation of such fare collection.

All revenues collected during any month shall be retained by contractor and (1) accounted for in the monthly report for the month during which it was collected; and (2) shown on the monthly invoice required by this section as a deduction from any amount due to contractor from City.

The Contractor will submit invoice to City no later than 10 days from end of each month. Failure to submit invoice within 30 days will result in a 10% penalty assessment.

Termination for Convenience:

a. The City of El Monte may terminate this contract, in whole or in part, at any time by ten (10) days written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of El Monte to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Monte, the Contractor will account for the same, and dispose and/or return it in the manner the City of El Monte directs.

b. Termination for Default [Breach or Cause]: If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of El Monte may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of El Monte may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of El Monte that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of El Monte after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure: The City of El Monte in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 24 hours in most cases in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

d. Waiver of Remedies for any Breach: In the event that the City of El Monte elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of El Monte shall not limit the City of El Monte's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts)

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

f. Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of El Monte may terminate this contract for default. The City of El Monte shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

g. Termination for Default (Transportation Services)

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

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

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

Suspension and Debarment

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

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

By signing and submitting its proposal, which is attached hereto and made a part of this agreement, the contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of El Monte. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of El Monte, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 20, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Breaches and Resolutions

49 CFR Part 18, FTA Circular 4220.1E

The Breaches and Dispute Resolutions requirements flow down to all tiers.

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

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

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

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

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

Lobbying:

31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by

"Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and

submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

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

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

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

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

_____ Signature of Contractor's
Authorized Official
_____ Name and Title of Contractor's
Authorized Official
_____ Date

Clean Air:
42 U.S.C. 7401 et seq , 40 CFR 15.61, 49 CFR Part 18

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and

understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water Requirements:

33 U.S.C. 1251

Clean Water

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

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

Contract Work Hours and Safety Standards Act:

29 CFR 5.5(b)

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that

additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The City of El Monte shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Transit Employee Protective Provisions:

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

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

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities

If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and

conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that the U.S. DOL letter **(Exhibit J)**.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5311 in Nonurbanized Areas

If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Labor Protections:

Transit Employee Protection, Title 49 U.S.C. 5333(b) requires that the interests of employees affected by assistance under most FTA programs shall be protected under arrangements the Secretary of Labor concludes are fair and equitable. Employee protections under Section 5333(b) are required for the JARC program.

Charter Service Operations:

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Operations:

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance **may not** engage in school bus operations exclusively for the transportation of students and

school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

ADA Access:

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Energy Conservation:

42 U.S.C. 6321 et seq., 49 CFR Part 18

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

Drug and Alcohol Testing:

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California or the City of El Monte to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before March 15 and to submit the Management Information System (MIS) reports before March 15 to the City of El Monte City Manager or his or her designee. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

b. Race-Conscious Disadvantage Business Enterprises

A project-specific goal has not been established for this RFP. There are little or no subcontractor opportunities for DBE firms. We highly encourage the utilization of DBE firms on this procurement. All Proposers shall complete and submit **Appendix 1**, "Bidder DBE Commitment," and **Appendix 2**, "Bidders List," at the time of proposal submittal. Please reference **Appendix 3** entitled "RFP RC-DBE Instructions for the City of El Monte."

1 The CITY OF EL MONTE, as a recipient of federal financial assistance, is required to implement the Los Angeles County Metropolitan Transportation Authority's (Metro's) Disadvantaged Business Program in accordance with federal regulation 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT). If applicable, CONTRACTOR shall furnish all documentation satisfactory to City of El Monte that the work committed to RC-DBE's was actually performed by RC-DBE's. Requests for progress payments shall include a summary of payments actually made to RC-DBE's during the invoice period (Appendix 4) which includes a total of all payments made to all subcontractors under this Contract. RC-DBE participation shall be credited toward the overall RC-DBE goal only when payments are actually made to the RC-DBE firms. CONTRACTOR shall submit on the 15th of every month to CITY OF EL MONTE Contract Compliance Officer, **Appendix 4**. Upon completion of the Contract, CONTRACTOR shall submit "Final Report-Utilization of Disadvantaged Business Enterprises-First Tier Subcontractors," **Appendix 5**, and submit with the final invoice.

2 CONTRACTOR shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by CONTRACTOR to carry out these requirements is material breach of this Contract, which may result in the termination of this Contract or such other remedy, as CITY OF EL MONTE may deem appropriate.

III. REQUIREMENTS AND REQUIRED QUALIFICATIONS OF PROPOSERS

Proposals for the management and operation of the Monday through Sunday Fixed-Route Transit and Dial-A-Ride services will be evaluated by CITY to determine whether or not they meet the following required qualifications. Proposals which fail to provide documentation responding to all of the required items set out below and in the RFP may be considered non-responsive and will be rejected.

A. Experience

In order to be considered eligible and qualified, PROPOSER must have a minimum of five (5) years of experience in the field of providing public transportation services for systems similar to that contemplated herein. The PROPOSER should demonstrate familiarity with the management and operation of Fixed-Route and Paratransit Dial-A-Ride services, including all related tasks such as vehicle control and dispatch, training, safety, vehicle maintenance, etc. The PROPOSER must have the capability to provide qualified personnel to manage and operate the City of El Monte Monday through Sunday Fixed-Route Transit and Dial-A-Ride services.

A statement of qualifications demonstrating the foregoing and listing the PROPOSER'S experience in the public transit field, together with the names, addresses and telephone numbers of at least five (5) other clients for whom similar services are being provided, shall be furnished with the proposal using **Form 10**, "References."

B. Organization

The PROPOSER should 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 PROPOSER'S approach to managing local fixed-route transit and paratransit dial-a-ride operations, organizational resources and expertise available, and the primary businesses or range of diversified businesses in which the PROPOSER'S firm is involved.

C. Resource Allocation

PROPOSER'S proposed allocation of contract resources must demonstrate an understanding of Scope of Services requirements as described in this RFP and attachments thereto. PROPOSER must submit a detailed budget breakdown on the COST PROPOSAL FORMS.

D. Staffing

PROPOSER 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, operating and maintenance functions necessary to operate El Monte's Monday – Sunday transit and paratransit operations

The PROPOSER 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) and salary and benefit schedules for each employee classification.

The staffing plan must include the resumes of all key personnel proposed for the contract, including vehicle maintenance supervision, showing all relevant education, training and experience.

PROPOSER should also describe other personnel to the extent that their particular experience, skill and availability will affect the performance of this contract.

PROPOSER should also specifically address any technical resources and staff that will be available to assist their local management at no additional cost to the City.

PROPOSER shall ensure that all employees operating transit service vehicles, administering the reservations, scheduling and dispatch, and maintaining the revenue vehicles are trained to competence as appropriate for their positions and responsibilities.

E. Hiring and Personnel Policies

The PROPOSER 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 the City's contracted programs. Personnel policies shall help ensure that all employees perform their duties in a safe, legal, courteous and professional manner at all time. PROPOSER shall provide the CITY with a copy of its employee handbook.

F. Accounting and Reporting

The PROPOSER must propose an adequate management information system to implement and maintain data collection, accounting, and reporting requirements as specified in the DRAFT AGREEMENT (**Exhibit G**) and the RFP.

G. Insurance and Indemnity

The insurance and indemnity requirements of this RFP, including the DRAFT AGREEMENT, will be considered minimum requirements and must be complied with in every respect.

1. Indemnification

1.1 Indemnity by the Successful Proposer. PROPOSER, its successors and assigns (the "Indemnitors"), agree to indemnify, defend and hold harmless CITY, its elected and appointed officials, officers, directors, employees, agents and volunteers (the "Indemnitees"), from and against any and all Damages (as defined below suffered or incurred by the Indemnitees resulting from or related to (i) any breach of the Proposer's obligations under this Contract; (ii) any violation by PROPOSER of any federal, state or local law applicable to PROPOSER'S performance under this Contract, including without limitation, Applicable Environmental Laws; (iii) the failure of PROPOSER to pay any federal, state or local income, sales, use, payroll or other tax during the term of this Contract; (iv) the failure of PROPOSER to maintain any insurance coverage required to be maintained by this Contract; and (v) any claim resulting from the negligent or willful acts or omissions of PROPOSER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Notwithstanding the foregoing, the Indemnitors shall not be liable for any Damages that arise as a result of the sole negligence or willful misconduct of the Indemnitees.

1.2 Definition of Damages. As used herein, "Damages" shall mean all liabilities, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings, assessments, levies, losses, fines, penalties, damages, costs and expenses, in each case as awarded by a court or arbitrator, including, without limitation, reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability.

1.3 Indemnitee Claims. Except as set forth in Section 1.4, in the event that an Indemnitee makes a claim for which the Indemnitee is indemnified pursuant to Section 1.1, the Indemnitee shall provide written notice of such claim to Indemnitors and Indemnitors shall have thirty (30) days following receipt of such notice to (i) make payment of the claim to Indemnitee; or (ii) if there is a good faith dispute whether such claim is valid, then provide written notice to Indemnitee of the factual and/or legal basis for Indemnitors' dispute of the claim. If Indemnitee and Indemnitors have not agreed on a resolution of the disputed claim within thirty (30) days of notice from Indemnitors, then pending final resolution of the dispute by court, arbitration or otherwise, Indemnitors shall either make payment of the full amount of the claim into an escrow account or post a bond for the full amount of the claim.

1.4 Defense of Third Party Claims. In the event that an indemnification claim hereunder is based in whole or in part upon any claim or legal proceeding asserted by a person or entity which is not a party to this Contract (a "Third Party Claim"), promptly after receipt of notice of the Third Party Claim, the Indemnitees shall notify the Indemnitors of such claim in writing. The Indemnitors shall have a

period of thirty (30) days following the receipt of such notice to notify the Indemnitees of whether the Indemnitors elect to assume the defense thereof. If the Indemnitors so notify the Indemnitees that they elect to assume the defense, the Indemnitors thereafter shall undertake and diligently pursue the defense of the Third Party Claim. The Indemnitors shall not consent to entry of judgment or enter into any settlement agreement, without the consent of the Indemnitees, which does not include a complete and unconditional release of the Indemnitees or which imposes injunctive or other equitable relief against the Indemnitees. The Indemnitees shall be entitled to participate in, but not control, the defense thereof, with counsel of its choice and at its own expense. If the Indemnitors do not give the requisite notice, or fail to assume and diligently pursue the defense of such Third Party Claim, the Indemnitees may defend against such Third Party Claim in such manner as they may deem appropriate, including without limitation, settlement thereof on such terms as the Indemnitees may deem appropriate, and to pursue such remedies as may be available to the Indemnitees against the Indemnitors. Notwithstanding the foregoing, the Indemnitees shall not consent to entry of a judgment or enter into any settlement agreement, without the consent of the Indemnitors, which does not include a complete release of the Indemnitors.

2. Insurance:

On or before the commencement of the term of the DRAFT AGREEMENT, PROPOSER shall furnish CITY with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with this Section. PROPOSER must state renewal dates for all insurance coverage and must provide a statement of loss experience for the previous last two years. The statement of loss experience must also identify any claims that may be pending at the present time.

An endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insured for all liability coverage shall be furnished with the insurance certificates. Such certificates, may not limit PROPOSER's indemnification set forth herein, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer afforded coverage shall provide thirty (30) days' advance notice to the CITY of El Monte by certified mail, Attention: Risk Manager.”

A successful PROPOSER shall maintain in full force at all times during the performance of the contract awarded by the CITY all insurance coverages specified in this request for proposals and required under the written contract with the CITY.

No subcontract work shall commence until similar insurance coverage has been obtained by the subcontractor and verified to the reasonable satisfaction of the CITY.

3. Coverage. PROPOSER shall maintain the following insurance coverage:
 - (a). Vehicle Liability Insurance. Throughout the term of the agreement, the PROPOSER shall provide vehicle liability insurance in the amount of Fifteen Million Dollars (\$15,000,000.00) combined single limit Bodily Injury and Property Damage. Coverage may be provided through one or more policies and shall include: Uninsured Motorist (UM) and Personal Injury Protection (PIP) and Medical Payments with coverage limits as required by law.
 - (b). General Liability and Protection and Indemnity Insurance. The PROPOSER shall procure and maintain during the life of the agreement with the CITY General Liability Insurance on a commercial form with a minimum of Fifteen Million Dollars (\$15,000,000), covering all legal liability for personal injury, bodily injury, death and property damage to the vehicle maintenance facility and any applicable endorsement or rider for the storage, handling, transportation and disposal of Hazardous Substances that may arise out of PROPOSER's performance under its agreement with the CITY.
 - (c). Vehicle Physical Damage. With respect to the vehicles to be used under the terms of this Contract, PROPOSER shall maintain in full force and effect insurance covering vehicles against physical damage from comprehensive and collision, in an amount equal to the vehicles' actual cash value. Any deductible shall not exceed Ten Thousand Dollars (\$10,000.00) per Incident, must be stated in writing to the CITY and shall be the sole responsibility of the PROPOSER.
 - (d). Workers' Compensation and Employer's Liability Insurance. PROPOSER shall procure and maintain during the life of this Contract Workers' Compensation Insurance in conformance with the laws of the State of California and with the laws of the United States and Employers' Liability Insurance with a minimum of Five Million Dollars (\$5,000,000).
4. Subrogation Waiver. Each of the foregoing policies shall expressly waive subrogation against CITY.
5. Failure to Secure. If PROPOSER at any time during the term hereof should fail to secure or maintain the foregoing insurance, CITY shall be permitted to obtain such insurance in the PROPOSER's name or as an agent of the PROPOSER and shall be reimbursed by the PROPOSER for the costs of the insurance premiums plus interest at the maximum rate permitted by law computed from the date written notice is received that the premiums have been

paid. In addition to any other remedies available to CITY at law, CITY may secure reimbursement for the cost of paying for premiums not paid by PROPOSER by offsetting such cost against sums that would otherwise have been paid to PROPOSER under the agreement between CITY and the PROPOSER. PROPOSER shall indemnify and hold harmless CITY from the failure to place, the failure to maintain, or the failure of any of the insurance policies required above.

6. Additional Insured. CITY and CITY's elected and appointed officials, officers, agents, employees and volunteers shall be named as additional insureds under all insurance coverage, except Workers' Compensation, required by the agreement executed between the CITY and the PROPOSER. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

7. Primary Insurance. Endorsement(s) shall also be obtained which state that the coverage is Primary Insurance and that no other insurance affected by the CITY will be called upon to contribute to this coverage.

8. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. The CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers are to be covered as insured as respects; liability arising out of activities performed by or on behalf of the PROPOSER; products and completed operations of the PROPOSER; premises owned, occupied or used by the PROPOSER; or automobiles owned, leased hired or borrowed by the PROPOSER. The coverage shall contain no special limitations on the scope of protection afforded to the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

b. For any claims related to the services contemplated under this request for proposals, the PROPOSER's insurance coverage shall be primary insurance as respects the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers shall be excess of the PROPOSER's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees, agents or volunteers.

d. The PROPOSER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

9. Acceptability of Insurers. All varieties of insurance required under the agreement with the CITY shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under the agreement, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of A- or better and a minimum financial size VII. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY may authorize lower ratings than the rating otherwise called for under this paragraph.

10. Verification of Coverage. PROPOSER shall furnish the CITY with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY. All endorsements are to be received and approved by the CITY before services may commence. As an alternative to the CITY's forms, the PROPOSER's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

11. Disclosure of Self-Insurance and, Retentions. Each PROPOSER shall disclose its proposal any and all self-insurance, self-insured retentions, and deductibles by dollar amount related to the insurance coverages required by the CITY.

12. Subcontractors. The successful PROPOSER shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

H. Financial Responsibility

All PROPOSERS 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 that the PROPOSER possesses adequate financial ability and stability to enable the

PROPOSER to fulfill its obligations in connection with the management and operation of Monday through Sunday Fixed-Route Transit and paratransit Dial-A-Ride services under the terms of the agreement to executed with the CITY. CITY makes no representation that it will be able to maintain the confidentiality of proposers' financial information. A PROPOSER that submits financial information which it asks to have treated as confidential should submit a statement justifying its treatment as confidential under the California Public Records Act, citing relevant sections of the Act, and label it as a separate exhibit, clearly identified as confidential as a trade secret or otherwise and cross-referenced in the proposal.

CITY reserves the right to require a PROPOSER which has deficiencies with respect to CITY's criteria for financial strength and stability to provide financial information regarding one or more principals or guarantors of PROPOSER, which principals or guarantors, upon approval by CITY, would be required to execute a guaranty of PROPOSER'S obligations upon award of the contract.

I. Reservations & Dispatch Function

PROPOSER's proposal shall describe and detail how paratransit Dial-a-Ride service trip requests, cancellations and inquiries, and general requests for transit information will be answered. The proposal shall specify the technology and systems to be used to record, organize and maintain paratransit Dial-a-Ride service client records, trip reservations and dispatch records. Proposals shall also detail the languages that the PROPOSER'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. All PROPOSER's must have reservation/dispatch center staff fluent in English and Spanish, with immediate access to outside interpreters for all other languages.

J. Equipment

The PROPOSER shall provide all equipment other than service vehicles to operate the City's Monday through Sunday Fixed-Route Transit and Dial-A-Ride services.

K. Maintenance, Storage and Refueling of Vehicles

Each proposal shall specify the location where the PROPOSER contemplates maintaining and storing all vehicles, including Fixed-Route Transit service buses, paratransit vans and bus owned by the CITY. The PROPOSER's proposal shall identify and describe the features of the proposed facility. At a minimum, such facility should have all the requirements as set forth in Part I, Section B (Scope of Services). Each PROPOSER 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 PROPOSER or whether there is guarantee that the stated facility will be available for the Monday through Sunday

Fixed-Route Transit and Dial-A-Ride services. The foregoing notwithstanding, CITY's fixed-route transit service buses shall be refueled at the CITY's facility located at 3629 Cypress Avenue in El Monte.

L. Maintenance Program

The PROPOSER must have the capability to carry out the complete maintenance program as outlined in this request for proposals. The PROPOSER must document in the proposal its maintenance record-keeping and accounting system, and procedures for administering a preventive maintenance program.

M. Safety Program

PROPOSER must have an on-going, comprehensive safety program that shall be documented and described in the proposal. Each proposal shall include a copy of any written policies of the PROPOSER which set forth the PROPOSER's on-going, comprehensive safety program.

N. Screening and Selection Program

Each proposal must describe and document the PROPOSER'S screening program for vehicle operator's employees including the PROPOSER's substance abuse/alcohol abuse screening program. Each PROPOSAL shall include a copy of any written policies which set forth the PROPOSER's screening program.

O. Training and Retraining Program

Each PROPOSER must have a training program that will assure that all personnel will meet satisfactory standards and knowledge for performing the Monday through Sunday Fixed-Route Transit and Dial-A-Ride services. The training program must be documented in the proposal, and each proposal shall explain how replacement personnel to accommodate turnover are to be trained without detriment to the transit and paratransit programs or the quality of training. The PROPOSER shall include a copy of any written policies of PROPOSER that set forth the PROPOSER's training program.

P. Data Collection

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

Q. Implementation/Transition Plan and Time Schedule

Each PROPOSER shall submit an implementation/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 PROPOSER on July 1, 2020, will be accomplished with no disruption to the overall transit and paratransit programs.

IV. CONTRACTOR DUTIES AND RESPONSIBILITIES: MAINTENANCE

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with the maintenance of vehicles and equipment used in the performance of its agreement with CITY. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating public transit and paratransit systems.

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

A. Maintenance – General

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

B. Maintenance and Operations Facility

CONTRACTOR shall establish and maintain an operations and maintenance facility per RFP. In addition to those requirements, said facility shall, at a minimum, meet the following requirements to support the maintenance of transit and paratransit vehicles used in the performance of the agreement with the CITY:

- All tools and equipment necessary to perform periodic repairs and the preventive maintenance activities for gasoline and CNG 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 the specifications.

C. Maintenance Management and Personnel

1. Maintenance Management

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

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

The Maintenance Manager shall have a minimum of three (3) years' experience managing and supervising the maintenance functions of a shop similar in size and complexity to the services herein described. The Maintenance Manager shall have a minimum of five (5) years journeyman level experience with gasoline and CNG engines, air conditioning systems, wheelchair lifts, and farebox systems. This experience shall include work on vehicles similar to those used in the El Monte services.

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

2. Maintenance Personnel

In addition to the Maintenance Manager, CONTRACTOR shall hire and employ other maintenance and service personnel as necessary to properly maintain and service the vehicles used in the performance of the agreement with the CITY.

Maintenance personnel assigned to work on vehicles and equipment used by CONTRACT shall have the necessary skills to:

- a. Conduct preventive maintenance inspections and complete associated paperwork;

- b. Inspect vehicle engines, transmissions, and other mechanical, electric, and electronic parts and components;
- c. Diagnose vehicle engine, transmission, electrical and electronic component system problems; and
- d. Repair vehicle engines, transmissions, and other mechanical, electric and electronic parts and components.

D. Preventive Maintenance

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

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

E. General Maintenance Policies

- All wheelchair lift-related equipment shall be inspected, serviced and lubricated at intervals necessary to insure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service.
- Brake inspections and adjustments shall be performed at intervals that insure the safe and efficient operation of the braking system.
- All components of the vehicle bodies, appurtenances, and frames shall be maintained in a safe, sound and undamaged condition at all times.
- All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and fully functional, as designed, condition at all times.
- The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle.
- Heating, ventilation and air conditioning (HVAC) systems shall be maintained and used to insure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times on all in-

service hours. CONTRACTOR shall maintain the A/C systems in an operable condition throughout the entire year.

- All parts, materials, tires, lubricants, fluids, oils and procedures used by CONTRACTOR on all vehicles and equipment shall meet or exceed OEM Specifications and requirements.

F. Daily Vehicle Servicing

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

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

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

G. Daily Driver's Inspection

13 CCR 1234 lists the records required by regulation to be kept by motor vehicle carriers. Section 1234, 13 CCR reads, in part: (e) Daily Vehicle Inspection Reports: Motor carriers shall require drivers to submit a documented daily vehicle inspection report pursuant to section 1215(b). Reports shall be carefully examined, defects shall be corrected before the vehicle is driven on the highway, and carriers shall retain such reports.

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

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

H. Vehicle Cleaning

CONTRACTOR shall maintain all vehicles in a clean and neat condition at all times.

See pages 17-19 "Vehicle Interior and Exterior" for additional details.

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.

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

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

CONTRACTOR shall schedule vehicle detailing in a manner that does not adversely affect service operations.

I. Fuel

CONTRACTOR shall fuel all Fixed-Route transit vehicles belonging to CITY and used by CONTRACTOR in the performance of the Agreement with the CITY. CONTRACTOR shall be responsible for all fueling costs associated with the vehicles belonging to the CITY and used by the CONTRACTOR in the performance of the Agreement with the CITY for paratransit Dial-A-Ride vehicles.

CONTRACTOR shall maintain accurate records of all fuel utilized for fueling revenue vehicles.

J. Vehicle Towing

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

K. Emissions Control Programs

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

CONTRACTOR shall be responsible to maintain any applicable California Air Resources Board (CARB) Voluntary Compliance Program objectives subject to El Monte Transit and Paratransit operations.

CONTRACTOR shall be responsible for administration of a Smog Check program for El Monte transit and paratransit program vehicles. CONTRACTOR shall be responsible for emissions testing, and shall further be responsible to conduct repairs as required to meet emissions standards.

L. Maintenance Evaluations

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

M. 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 reasonable and comfortable temperature
- Heating or defrosting inoperable
- "Missed" Preventive Maintenance Inspection
- Tires with tread depth of less than 2/32" for back tires and 4/32" for front tires
- Failure to clean each vehicle as outlined above
- Failure to repair vehicle body damage within twenty-one days of the date damage occurred
- Inoperable Emergency Exits/Doors/Windows
- Inoperable two-way radio
- Inoperable farebox

- Failure to achieve a satisfactory rating in any category of the annual California Highway Patrol Safety Compliance report (CHP 343)
- Removal from road-worthy status by CHP of any vehicle used under the agreement with CITY;
- Any condition not in compliance with ADA
- Any condition not in compliance with applicable Federal or state Regulations

Vehicles shall continue to have the Out of Service Designation until it is brought into compliance, subject to approval by CITY.

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

N. Maintenance Records and Reports

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

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

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

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

- Daily vehicle inspection and servicing checklist

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

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

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

O. Vehicle Maintenance Recordkeeping

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
- Life miles
- Vehicle repairs
- Preventive Maintenance Inspection Reports
- Daily "Vehicle Condition" Reports
- Work Orders

The "Preventive Maintenance Inspection" Reports shall be kept indefinitely and provided to City at the end of contract. Daily "Vehicle Condition" Reports shall be kept indefinitely and provided to City at the end of the contract.

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

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

P. 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, corrosive or any other reasons.

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

in accordance with the terms of this Contract, applicable codes and/or regulations, etc. 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.

V. ADA Compliance

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

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