

CITY OF GLENDORA COMMUNITY SERVICES DEPARTMENT

Request for Proposals

Operations and Maintenance of Glendora Dial-A-Ride and Public Transit Shuttle Services



RFP Released: June 9, 2016
Pre-Proposal Meeting: June 23 2016
Proposals Due: July 14, 2016

Proposals to be mailed or hand delivered to:
City of Glendora – City Clerk
116 E. Foothill Boulevard
Glendora, CA 91741

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Unofficial Copy

**NOTICE INVITING
REQUESTS FOR PROPOSALS (RFP)**

NOTICE IS HEREBY GIVEN that the City of Glendora, County of Los Angeles, California (hereinafter "City") will receive sealed Proposals in the Office of the City Clerk at 116 E. Foothill Boulevard, Glendora, California, 91741 until **10:00 a.m. on Thursday the 14th day of July, 2016**, for: **Operations and Maintenance of Glendora Dial-A-Ride and Public Transit Shuttle Services**.

NO BIDS WILL BE ACCEPTED AFTER THIS DATE AND TIME!

A MANDATORY PRE-BID JOB WALK is scheduled for **10:00 a.m. on Thursday, June, 23 2016**. The mandatory job walk will be held at the following location: **Transportation Division located in the Transportation Center, 410 E. Dalton Avenue, Glendora, CA 91741**. Consultants who intend to submit proposals must attend the meeting and must complete the sign-in sheet in order to be eligible to propose this project.

Each Proposal must conform and be responsive to all requirements set forth in the RFP. Proposals must be addressed to the attention of the City Clerk, sealed and marked on the outside of the envelope as follows: **“Operations and Maintenance of Glendora Dial-A-Ride and Public Transit Shuttle Services”**. Proposals will be evaluated and a consultant will be selected based on a Qualification-Based Selection process. RFP will be accepted only from bidders who are registered with the City as a Plan Holder. Copies of packet are now on file and open for public inspection in the Office of the City Clerk at the above address and on the City’s website at www.ci.glendora.ca.us under Bid/RFP Opportunities. For further information, contact Transportation Programs Analyst, Justine Garcia at (626) 852-4814.

“Official” copies of the RFP may be purchased at the Office of the City Clerk, 116 E. Foothill Boulevard, Glendora, California during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excepted, upon the payment of \$10.00 per set and, if purchased by mail, an additional \$10.00 per set,

The City of Glendora reserves the right to reject any and all proposals, to waive any informalities in any proposal and select the one that best meets the City’s needs.

Kathleen R. Sessman, MMC
City Clerk
City of Glendora

Posted: 6/9/16

Publish in SAN GABRIEL VALLEY EXAMINER: **6/9/16 and 6/16/16**

I. NOTICE OF REQUEST FOR PROPOSALS

The City of Glendora is soliciting proposals from qualified and experienced parties for the selection of a contractor to operate Glendora Mini-Bus programs and services. This growing operation consists of a Dial-A-Ride program that operates within the city limits of Glendora as well as outside of the City to approved medical facilities, as well as three (3) public transit shuttle services along four (4) defined routes traveling through the City of Glendora and parts of the Cities of Covina to the south and Azusa to the west.

The City of Glendora has provided local transportation services since the 1980's and currently operates from a City owned facility with a vehicle fleet of 6 ADA accessible mini-vans and 5 ADA accessible cutaway buses (3 of which are CNG fueled). The City is currently in the seventh year of a three-year plus two two-year option contract with Transportation Concepts.

The base term of the new contract shall be 58 months beginning September 1, 2016, and ending June 30, 2021. Upon completion of the base term, the City may extend the contract for up to two (2) additional two-year periods for a possible total contract term of nine (9) years. Compensation for such periods may increase no more than the annual increase in the Consumer Price Index for the State of California (Los Angeles-Riverside-Orange County statistical area) for the most recently reported calendar year.

Official proposal documents must be obtained from the City of Glendora, City Clerk, located at 116 E. Foothill Blvd., Glendora, CA 91741. The deadline for submitting proposals is 10:00 am, July 14, 2016. A pre-proposal conference will be held on June 23, 2016 at 10am at the Glendora Transportation Center located at 410 E. Dalton Ave. in the City of Glendora.

The deadline for submission of questions regarding this RFP is 4:00 pm, June 23, 2016. Please direct all questions and requests for clarification to Justine Garcia, Transportation Programs Analyst by email at jgarcia@cityofglendora.org.

II. BACKGROUND AND SUMMARY OF SERVICE

City of Glendora

Glendora is nestled at the base of the picturesque San Gabriel Mountains, in the eastern portion of Los Angeles County, approximately 27 miles from downtown Los Angeles. Founded in 1887, Glendora was officially incorporated as a City in 1911 and remained a small citrus-producing community until the late 1950's when agriculture gave way to large scale residential development. Today more than 50,000 residents enjoy Glendora's excellent public and private schools, lush parks, comprehensive community services and one of the lowest crime rates in LA County.

Major areas of employment and retail concentrations include Foothill Presbyterian Hospital, LA County Department of Children and Family Services, Citrus Community College, the Downtown Glendora Village and the Glendora Marketplace and Diamond Ridge retail centers.

Glendora is a growing suburban community and will see a handful of major housing developments both single family and multi-family come to completion within the next 5 years. With the opening of the Foothill Gold Line Extension 2A in March of this year, Glendora is also now connected by light rail to the greater Los Angeles and Southern California region. Glendora will house the next station along the Gold Line in the Foothill Gold Line Extension Phase 2b project.

Current Transit Services

Current Glendora Mini-Bus operations include Mini-Bus, Dial-A-Ride service for senior/disabled residents and three public shuttle services, the Metrolink Commuter Shuttle, Gold Line Commuter Shuttle and the Midday Teen Center Shuttle. The City currently contracts with Transportation Concepts for its operations and with a local vendor, Certified Automotive for maintenance of the City owned vehicle fleet. The current contract for operations is based on 17,972 revenue hours per year. Maintenance costs vary by vehicle and type of work. Current service costs are outlined in Attachment 3. In addition to the regular transit operations service hours the City also requests a limited number of special services throughout the year (approx. 80-100 hours annually). These special service hours typically fall within the 17,972 base contract hours

The City currently uses Proposition A Local Return funding and fare revenue to finance the Glendora Mini-Bus operation. No Federal or State funding is being received at this time, however these types of funds may be utilized in the future.

Dial-A-Ride Service Background:

The Glendora Mini-Bus Dial-A-Ride is a curb-to-curb, reservation-based, paratransit service open to senior residents 55 years of age or older and disabled residents of any

age. There are currently about 1667 registered riders and approximately 1428 active riders.

The service runs seven days a week operating from 8am to 5pm Monday through Friday and 9am to 2pm Saturday and Sunday. Trips are provided to any location within the city limits and approved medical facilities located in the cities of Azusa, Covina, San Dimas, West Covina, Baldwin Park, Duarte and Pomona. A map of the service area and medical facility locations is included as Attachment 1.

Current fare is \$0.50 for a one-way trip with City limits and to neighboring City medical facility locations and \$4.00 for a one-way trip to outlying medical facility locations. This fare structure may change slightly at the start of FY16-17 with the cost for one-way trips to neighboring City medical facilities increasing to \$1.50 pending City Council approval.

Shuttle Service Background:

Glendora's Shuttle services include the Metrolink Commuter Shuttle, Gold Line Commuter Shuttle and the Midday Teen Center Shuttle. All shuttle services are open to the general public and run on set routes and timetables. Descriptions of service and hours of operation for each service are as follows:

Metrolink Commuter Shuttle – Utilizes one cutaway bus and runs along a set route and timetable beginning at our Transit Parking Plaza and ending at the Covina Metrolink Station making a limited amount of stops along the way. This service runs Monday through Friday in the morning from 5:10am to 7:54am and then again in the afternoon from 4:15pm to 6:50pm. Current fare is \$0.50 per boarding however pending City Council approval this fare may increase to \$1.00 per boarding at the start of FY16-17.

Gold Line Commuter Shuttle – Utilizes two cutaway buses along two separate routes beginning at the Transit Parking Plaza and the Teen Center and traveling to the Downtown Azusa Gold Line Station. This service is a point-to-point shuttle and runs Monday through Friday in the morning from 4:45am to 8:15am and then in the afternoon from 4:00pm to 7:30pm. Current fare is \$0.50 per boarding however pending City Council approval this fare may increase to \$1.00 per boarding at the start of FY16-17.

Midday Teen Center Shuttle – Utilized three cutaway buses along two separate routes stopping at 3 middle schools, 2 high schools, the Downtown Village/Library and the Teen Center. This service is primarily used by youth between the ages of 11 and 18 years of age and is highly popular. Service runs according to end of day bell times which can vary depending on early out days for certain schools. Service is primarily run Monday through Friday from 2:15pm to 3:45pm. Current fare is \$0.50 per boarding however pending City Council approval this fare may increase to \$0.75 per boarding at the start of FY16-17.

Maps and timetables for all shuttle services have been included in Attachment 1.

The City is responsible for all policy decisions and activities relative to Glendora Dial-A-Ride and Shuttle Services including but not limited to days and hours of operation, planning, budgets, grant applications, marketing, and other activities related to the administration of the system.

Glendora Mini-Bus and Midday Teen Center Shuttle Service Data:

	FY 12-13	FY 13-14	FY 14-15	FY 15-16 (YTD)
Total Vehicle Miles	111,186	121,695	115,404	See Attachment 1
Vehicle Revenue Miles	102,475	112,352	107,704	
Total Vehicle Hours	14,603	14,625	13,595	
Total Revenue Hours	11,892	12,026	11,258	
Passenger Trips	31,889	36,904	31,587	
Passengers per VRH	2.7	3.1	2.81	
Farebox Recovery	\$14,615	\$19,700	\$18,153	
Peak Vehicles/Spares	6/3	6/3	6/4	
Wheelchair Passengers	-	164	188	

DAR Stats and Key Trip Generators:

La Fetra Center – 333 E. Foothill Blvd.

This center provides programs, services and activities focused towards older adults age 55+. Trips provided center mainly around the Senior Café however many use the service to travel to the Center for special classes and workshops as well as the monthly Food Bank.

Market & Walmart Runs

Heritage Oaks – 1000 S. Glendora Avenue

Market Run Tuesday & Thursday; pick-up @ 10am, return @ 11am and 12pm

Walmart Run every Friday; pick-up @ 10am, return 12pm and 1pm

Glendora Gardens – 340 N. Wabash Avenue

Market Run Monday & Wednesday; pick-up @ 10am, return @ 11am and 12pm

Walmart Run every Friday; pick-up @ 10am, return 12pm and 1pm

Facility Group Outings

Glendora Grand – 805 W. Arrow Hwy

Thursday to Walmart; pick-up @ 10:30am, return @1pm

Arbor Glen Care Center – 1033 E. Arrow Hwy

Twice per month to a specified restaurant or Walmart; pick-up @11am, return @ 1:10pm

Gladstone Care & Rehab – 435 E. Gladstone Street

Twice per month to a specified restaurant or Walmart; pick-up @ 11:30am, return @ 1:10pm
 Mesa Glen Care Center – 638 E. Colorado Avenue
 One to two times per month to specified restaurant; pick=up @ 10:45am, return @ 1pm

Metrolink Shuttle Stats

	FY 12-13	FY 13-14	FY 14-15	FY 15-16 (YTD)
Total Vehicle Miles	33,334	34,526	35,091	See Attachment 1
Vehicle Revenue Miles	32,916	34,139	34,697	
Total Vehicle Hours	3,003	3,025	2,959	
Total Revenue Hours	2,572	2,584	2,609	
Passenger Trips	10,129	9,418	7,352	
Passengers per VRH	3.9	3.6	2.8	
Farebox Recovery	\$3,208	\$4,324	\$3,985	
Peak Vehicles/Spares	2/2	2/2	2/2	

Special Services:

Paratransit

EYE-DAS is an organization dedicated to helping visually impaired individuals within the San Gabriel Valley. Monthly club meetings are held from 6:30pm to 8pm in Glendora at the La Fetra Center located at 333 E. Foothill Boulevard. This service requires after hours operation to provide transportation for Glendora resident club members to and from the meeting.

La Fetra Center Volunteer Recognition – This is an annual event held at the La Fetra Center to honor volunteers for their dedication to the Center and its programs. This event occurs after hours and requires operations after hours to transport Glendora residents who are registered with the Dial-A-Ride service to and from the event. Event typically runs from 6pm to 7:30pm.

Holiday Light Tour – During Christmas time a shuttle is provided to registered Dial-A-Ride patrons to participate in an annual tour of homes that have competed in the Annual Holiday Home Decorating Contest. This special service is typically run from 6pm to 8pm on one night.

Shuttle

Earth Day- The City’s Annual Earth Day Celebration occurs every year in April on a Saturday from 9am to 3pm. The Transportation Division provides three cutaway buses

to operate an Eco-Tour Shuttle and Shuttle to the Nature Center. All shuttle stops for this event are within City limits and routes are predetermined by City of Glendora, Transportation Division staff.

Heritage Day & Pumpkin Festival – These two Community Services Department sponsored events occur on Saturdays from approximately 10am to 2pm. One cutaway bus is provided for shuttle service between off-site parking and event location.

Transit Options Workshops – The Transportation Division hosts at least three travel training workshops per calendar year and provides two cutaway buses to transport the group to and from public transportation. Event hours are typically from 10am to 4pm.

City Owned Vehicles and Software

The City of Glendora will furnish the City-owned vehicles specified in Attachment 2. RouteMatch paratransit and mobile data software will also be furnished by the City. Contractor shall use and operate all City equipment in accordance with terms and provisions of the RFP and all applicable federal, state, and local laws and regulations and solely for the purpose of providing Dial-A-Ride, Shuttle Services and Special Services on behalf of the City.

Vehicles will be registered to the City of Glendora; however insurance for all vehicles is to be provided by the Contractor. 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. City shall have access to all vehicles in the event of an emergency after hours.

The Contractor shall require that due care is taken in operating and maintaining both vehicles and software to ensure that the effective vehicle life is maximized and that minimum required vehicle availability and road performance are attained.

Contractor shall provide a list of at least 2 spare vehicles and the Contractor vehicle rate associated with each vehicle.. Spare vehicles should be provided in order to ensure service levels are maintained in the event a City-owned vehicle is taken out of service either due to scheduled repair or mechanical failure.

III. DEFINITION OF TERMS

The following terms used in the RFP documents shall be construed as follows:

“Agreement” shall be considered synonymous with the term “Contract”.

“City” shall mean the City of Glendora.

“Contractor” shall mean the individual, partnership, corporation or other entity to which an agreement is awarded.

“Days” shall mean the business days recognized by City of Glendora.

“Deadhead” for paratransit services, refers to either miles or hours when a vehicle is not in revenue service including travel from the yard to the first pickup, from the last drop-off back to the yard when released by the dispatcher and travel during driver breaks and other "out of service" times. The travel between scheduled pickups and drop offs, regardless of whether a passenger is on board, is not deadhead.

“Dwell Time” shall mean the amount of time spent by vehicle and driver at each pickup and drop-off waiting for the passenger(s) to appear, during passenger boarding, alighting and wheelchair securement. Dwell time is included in the Revenue Vehicle Hour computation.

“Late Trip” shall mean any trip on which the vehicle arrives for the pickup more than 10 minutes after the scheduled time for Dial-A-Ride and 5 minutes after the scheduled time for Shuttle Services.

“Missed Trip” shall mean any scheduled trip on which the Dial-A-Ride vehicle arrives more than 30 minutes after the scheduled pickup time or does not arrive at all.

“No-Show” shall mean a scheduled passenger who does not appear at the designated location for vehicle boarding within 5 minutes of an on-time vehicle arrival or calls the Dial-A-Ride to cancel the trip less than two (2) hours before the scheduled pickup time.

“On-Time Pickup” or “Pickup Window” shall mean a vehicle arrival at the designated pickup location no more than 10 minutes prior to the scheduled pickup time or no more than 10 minutes after that time.

“Pass Through” shall mean a process for payment of direct costs for CNG fuel and any out of the ordinary activity not included in the RFP at the request of and approved by the City.

“Passenger Trip” shall mean a one way trip made on the paratransit service by a registered participant or a one way trip made on shuttle services.

“Project” shall mean the Glendora Dial-A-Ride and Shuttle and Special Services.

“Proposer” shall mean the individual, partnership, corporation or other entity who responds to the RFP.

“Revenue Service” shall mean the operation of a revenue vehicle in transit service available to carry fare paying passengers. The term does not include Deadhead Time.

“Revenue Vehicles” shall refer to vehicles used to transport passengers in transit and paratransit revenue services. It does not include Operations Supervisor vehicles that may transport passengers on an emergency or incidental basis.

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

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

“Vehicle Revenue Mile” shall mean the mileage incurred by a vehicle while operating a vehicle revenue hour.

IV. TERMS AND CONDITIONS

The Agreement, Request for Proposal, and the Proposer’s Response constitute the entire agreement between the Contractor and the City of Glendora covering the goods and services described herein.

1) Agreement

The Contractor to whom the Agreement is awarded shall be required to enter into a written Agreement with the City of Glendora in a form approved by the City Attorney. The RFP, or any part thereof, and the Proposer’s responses, will be incorporated into and made a part of the final Agreement; however, City reserves the right to further negotiate the terms and conditions of the Agreement with the selected Proposer.

Neither the Agreement nor any interest herein nor claim hereunder may be assigned by Contractor, either voluntarily or by operation of law, nor may more than twenty percent (20%) of the Agreement be subcontracted by Proposer without the prior written consent of City. Penalty or possible termination may result for failing to procure written approval from the City. No such consent shall be deemed to relieve Proposer of its obligations to comply fully with the requirements hereof.

A sample City of Glendora agreement is shown in Attachment 9.

2) Insurance Requirements/Indemnity

Before commencing performance under the Agreement, and at all other times the Agreement is effective, Contractor will procure and maintain and require any of its Subcontractors to procure and maintain the required types of insurance with coverage limits complying, at a minimum, with the limits set forth below and in Attachment 5, Sample Agreement Section 8. Failure to procure and continuously maintain such coverage may result in termination of this agreement.

Required Insurance and Limits based on Sample Agreement

Worker’s Compensation and Employer Liability Insurance	\$1,000,000
Comprehensive General Liability	\$5,000,000
Business Automobile Liability	\$5,000,000
Collision and Comprehensive Auto Liability	\$5,000,000
Collision and Comprehensive General Liability	\$2,000,000

Liability policies must be endorsed to name City of Glendora as “additional insured” under said insurance coverage and to state that such insurance will be deemed “direct primary” such that any other insurance that may be carried by these agencies will be excess thereto. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable except upon thirty (30) days prior written notice to City.

Contractor will furnish to City duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under the Agreement and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers “admitted” by the State of California Department of Insurance or listed on the “List of Surplus Line Insurers” (“LESLI”) and with a current A.M. Best Company rating equivalent to at least a “A:VII” or better. Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage.

Should Contractor, for any reason, fail to obtain and maintain the insurance required by the Agreement, City may obtain such coverage at Contractor’s expense and charge the cost of such insurance to Contractor under the Agreement or terminate the Agreement. In addition to the above-insurance requirements, Contractor will agree to indemnify, defend and hold harmless the City of Glendora from and against a liability or expense or both that arise out of, any act, error or omission of Contractor.

3) Performance Bond

Within ten (10) calendar days after notice of selection, the successful Contractor will be required to furnish, at Contractor's own expense (not as a cost incurred in the contract), a Performance Bond, or other security acceptable to the City of Glendora, in the amount of one hundred percent (100%) of the estimated first year contract expense, as a guarantee of good faith on behalf of the Proposer that the terms of the contract will remain in full force and effect during the full term of the contract between the Contractor and the City of Glendora. This performance bond must remain in full force and effect during the full term of the contract and any extensions thereof.

The Performance Bond must follow the requirements as set forth in the Agreement.

4) Renewal of Agreement

Agreements entered into pursuant to this Request for Proposal may be renewed in accordance with the terms of the contract. If not otherwise stated, the contract may be renewed if the new pricing of the contract does not increase more than the increase in the Consumer Price Index - All Urban Consumers, Los Angeles Area and prevailing wage, if applicable, for the same time period since the last contracted price. If not renewed prior to the anniversary date, the contract may continue on a month to month basis until renewed or awarded to a new Contractor.

5) Compliance with Law

Contractor warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this Contract, including, without limitation, the Fair Labor Standards Act of 1938, as amended, the Equal Employment Opportunity Clause prescribed by Executive Order 11246 dated September 24, 1965 as amended, the Occupational Safety and Health Act of 1970 (or latest revision), the State of California Safety Orders, and any rules, regulations or orders issued or promulgated under such Acts and Orders. Contractor shall indemnify and save and hold City from and against any and all claims, damages, demands, costs and losses which the City may suffer in the event that Contractor fails to comply with said Act, Order, rules, regulations or orders. Any clause required by any law, ordinance, rule or regulation to be included in a contract of the type evidenced by this document shall be deemed to be incorporated herein.

6) Reports, Property and Materials

(a) If the Contract results in the creation of written products, including but not limited to reports, data, logos, pictures, drawings, graphs, charts, brochures, analyses, photographs, will be considered works for hire and the Contractor expressly transfers all ownership to the City by signing the contract. Such works and the like shall not be used by Contractor in the conduct of any business with any third party without the City's written consent.

(b) Unless otherwise agreed herein, Contractor at its cost shall supply all parts, materials, equipment, tools, facilities and service, and support vehicles required to perform this Contract. Any materials, equipment, tools, or properties furnished by City or specifically paid for by City shall be City's property. Any such property shall be used only in filling orders from City and may on demand be removed by City without charge. Contractor shall use such property at its own risk, and shall be responsible for all loss of or damage to the same while in Contractor's custody. Contractor shall at its cost store and maintain all such property in good condition and repair. City makes no warranties of any nature with respect to any property it may furnish to Contractor hereunder.

7) Transition to Subsequent Contractor

Incumbent Contractor must cooperatively participate in the transition of this service to a new Contractor if necessary. No less than forty-five (45) days prior to a new Contractor starting, participation is necessary in meetings, transfer of records, access to property, and access to vehicles.

The above noted access shall be granted during normal hours of operation and with a reasonable amount of notice. A transition period is defined as the 30-45 day period of time prior to the contract expiration date. Incumbent Contractor shall participate in the smooth transition of service to a new provider in such a manner as to ensure the transition results in minimum service disruption to operations.

During the transition phase City staff will conduct several meetings with incumbent Contractor and new Contractor to discuss specific operations, records and vehicle transition events and the time frame in which they must occur. As requested by City, Incumbent Contractor must make pertinent records accessible to both City and new Contractor within three (3) days of City's request.

City owned vehicles will be subject to a transition inspection and acceptance; any needed repairs as determined by City will be completed before transfer of the vehicles to the new Contractor. If repairs are not completed before the time of transfer, the cost of the repairs will be deducted from the Incumbent Contractor's final payment.

8) Employees of Prior Operator

Pursuant to Senate Bill No. 158 (California Labor Code, Chapter 4.6, Section 1070 to Part 3 of Division 2), CITY shall grant a ten percent (10%) bidding preference to any Contractor who agrees to retain, for a period of at least ninety (90) days, certain employees. 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 Proposer in any superior court having jurisdiction over the successor Proposer. Upon finding a violation, the court shall order reinstatement to employment with successor Contractor and award back pay, including the value of benefits, for each day of violation.

The existing service Contractor shall make available the number of employees who are performing services under the service contract and the wage rates, benefits, and job classifications of those employees to City or to any entity that City identified as a bona fide Contractor. See Attachment 4 Transportation Concepts Current Employee Information.

9) Operation during A Declared Emergency

In the event of a declared emergency by the City, the Contractor shall deploy vehicles in a manner described by the City or, should the City be unavailable, as directed by the Incident Commander. The City shall be obligated to compensate the Contractor, during such period of declared emergency, for services which significantly exceed the normal expense of operating services under this Agreement.

10) Force Majeure

The Contractor shall not be liable for any failure to perform its obligations under this Agreement if it demonstrates to the satisfaction of the City that such failure to perform was due to causes beyond the control and without the fault or negligence of the Contractor. If an event or condition constituting a “force majeure”— including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster— prevents or delays the Contractor from performing or fulfilling as requested in this RFP, the Contractor is not in Default. A delay beyond a Contractor’s control automatically extends the time, in an amount equal to the period of the delay, for the Contractor to perform the obligation as requested in the RFP. The parties to the Agreement shall prepare and sign an appropriate document acknowledging any extension of time under this paragraph.

11) Miscellaneous

(a) The waiver of any term, condition or provision hereof shall not be construed to be a waiver of any other such term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision.

(b) Stenographic and clerical errors, whether in mathematical computations or otherwise, made by City on this RFP, the Contract or any other forms delivered to Contractor shall be subject to correction.

(c) On the issue of primacy in disagreements in Proposer responses, words shall hold over numbers and unit prices shall hold over extended prices.

(d) 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. It is the Proposer'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.

12) Wages and Benefits

As part of this proposal, proposers shall detail the wage and benefits for all positions assigned to Glendora Mini-Bus Transit Operations in Form E, Staffing Plan.

13) Termination

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

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

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

(c) Opportunity to Cure – The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor thirty (30) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within thirty (30) days after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City 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 City 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 City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

14) 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 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.

V. SCOPE OF WORK

1) Overview

Utilizing City-furnished revenue vehicles, operations facility and equipment specified herein, the Contractor shall provide maintenance facility, all other equipment, supplies, insurance, services, and personnel necessary to operate Glendora Mini-Bus services unless specifically identified in this document.

The Contractor shall coordinate, manage and control all activities necessary to perform the Scope of Work and carry out its responsibilities under this Agreement, which include, but are not limited to, the following: providing a maintenance facility, either in house or sub-contracted; maintaining all revenue vehicles; providing support vehicles as

needed; providing appropriate personnel to conduct vehicle operations, vehicle maintenance, registration, reservations, dispatching, supervision, safety and training, data reporting, and any other project personnel; developing administrative procedures; providing data reporting, financial records and reporting; providing insurance and licensing; and developing methods to improve effectiveness and maximize service efficiency.

The Contractor shall be responsible for the costs of all equipment and supplies necessary for performance of services under this Agreement, as well as for the cost of maintaining, repairing, and replacing such equipment or supplies and for maintaining and repairing the revenue vehicles and replacing vehicle components (including major components such as engines and transmission) and parts as necessary.

In operating services under this Agreement, emphasis will be placed on providing outstanding customer service to passengers, conducting adequate training, implementation of policies designed to minimize employee turnover and maximize on-time performance, providing well-maintained and mechanically safe vehicles, and otherwise carrying out all contractual obligations in a safe and reliable manner.

2) General Requirements

Service Start-Up

Service will commence on September 1, 2016 or such other date specified by City, whichever is later.

The Contractor will be staffed and able to perform all contractual obligations by the Mini-Bus service commencement. The Contractor is subject to liquidated damages for delay in service start-up.

Term

All services initiated under this contract shall begin September 1, 2016 and shall continue through June 30, 2021, unless otherwise terminated pursuant to the terms of the Agreement. Following the base term's expiration on June 30, 2021, the City shall have the option of exercising two two-year options as follows: Option 1 – July 1, 2021 to June 30, 2023 and Option 2 – July 1, 2023 to June 30, 2025.

As an integral part of providing Glendora Mini-Bus services, the Contractor shall at all times:

- Comply with all City service standards and all provisions outlined in this RFP;
- Take all 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, and interconnections between different modes of transportation;
- Comply with all policies, practices, procedures, terms, and conditions as may be directed by the City with regard to availability and distribution of printed material related to the Dial-A-Ride service and related transportation services, including distribution of such printed materials on vehicles or by mail;
- Conduct such services, and its business and operation as they related to such services, in a safe, sound, economical, and efficient manner and comply with all City efforts to improve efficiency;
- Assure that all contractor personnel are responsible for knowledge of the Glendora Mini-Bus services as well as Metro, Foothill Transit and Metrolink services within the area.
- Maintain a courteous attitude, answering to the best of their ability any questions from the public regarding the provision of service. Customer service training must include a focus on passenger relations; and
- Comply with all applicable provisions of federal, state, and local law.

Project Personnel

Contractor shall provide the necessary management, administrative, operations, maintenance, and customer service personnel with expertise to customary industry standards ensuring the professional and efficient operation of Glendora Mini-Bus services. Contractor shall manage services to meet or exceed the guidelines and parameters established herein. Contractor's personnel policies will be in conformance with State and Federal laws. The City reserves the right to approve the final staffing plan submitted by the Contractor. The Contractor will provide the City with an updated staffing plan per format approved by the City at the beginning of each quarter and as requested.

As the full-time management of Mini-Bus services and day-to-day operations shall be vested in the Contractor, the Contractor shall assign individuals who show by decision and action, to be competent in all aspects of Mini-Bus service.

1) Key Personnel

The Project Manager and Maintenance Supervisor or equivalent are defined as "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. All "key personnel" must be assigned a minimum of fifty percent (50%) 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.

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. If, during the course of normal employee turnover, any of the key personnel positions remain open for a period in excess of 30 calendar days, the City may assess liquidated damages and deduct the wages and benefits of the open position(s). The Contractor is also subject to liquidated damages for making changes to "Key Personnel" without prior approval by the City and may also be subject to other remedies up to and including termination of the Agreement.

2) General Personnel

All other Contractor employees including but not limited to Operations Supervisor(s), drivers, dispatchers, reservationists, customer service representatives, mechanics, and clerks working on the Glendora Mini-Bus service shall be defined as "general personnel." The City reserves the right to remove any general personnel from Glendora Mini-Bus service at its sole discretion. If a proposed position is vacated and not filled within 30 days, the City at its sole discretion may deduct wages for the empty position.

Either the Project Manager or Operations Supervisor(s) must provide 100% on site schedule coverage during weekday operating hours. Either the Project Manager or Operations Supervisor(s) must be scheduled on call during weekend or holiday operating hours.

Employee Standards

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.

Any employee providing service under this Contract will at all times:

- Be alert, careful, courteous and competent in performing their job assignment and human relations habits;
- Be neat and clean in appearance and in uniform or dress; and
- Speak, read, write and understand English adequately as solely determined by the City.
- In addition to the above, all employees assigned to drive will at all times:
 - Be legally licensed and qualified to operate City assigned project vehicles;
 - Have no reckless driving convictions;
 - Have no more than one moving violation during any twelve (12) month period preceding or during assignment to contract;
 - Have never been convicted of a felony; and
 - Have no conviction of a drug or alcohol offense or had his or her license suspended due to a drug or alcohol offense during the five (5) year period preceding assignment to contract or during assignment to the contract.

Drug Free Workplace and Drug & Alcohol Program

The Contractor must provide a program for drug testing of operations, maintenance and other personnel in compliance with the US Department of Transportation

Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40).

Contractor will provide the City with a copy, and any subsequent updates of the following:

- Drug Free Workplace policy;
- Drug and Alcohol Testing policy;
- Copy of certificate of DHHS collection and processing facility;
- Copy of MIS and/or DAMIS reports; and
- Copy of reports requiring post-accident determinations.

Permits & 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 Agreement. 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.

The City of Glendora requires drivers to be fingerprinted and cleared by the State of California Department of Justice (DOJ). This may be required every three years. Any new drivers to the Glendora Mini-Bus project at the commencement of this Agreement must be fingerprinted. Existing Mini-Bus project drivers retained by the new Contractor have already been fingerprinted and may not need to be fingerprinted again unless a 3-year cycle is initiated by City as its sole discretion. The City will provide the fingerprinting 3-year cycle dates as needed and if necessary. The fingerprint results must be provided directly to the City from the California DOJ. Partially preprinted DOJ forms are available and will be provided as needed.

Contractor will have 10 days from the Mini-Bus service commencement date or the fingerprint 3-year cycle anniversary date to have a driver fingerprinted and provide a copy of the completed DOJ form to the City.

City at its sole discretion may remove any driver from service if that driver is not fingerprinted within 30 days of Mini-Bus service commencement or fingerprint anniversary date. Contractor is subject to liquidated damages for failure to maintain appropriately permitted and or licensed employees.

Employment Contracts and Labor Agreements

The Contractor shall be solely responsible for payment of all its employees and or subcontractor's wages and benefits. The Contractor may deal with and enter into written agreements with its employees and shall keep the City fully informed of the status and progress of such negotiations. The City shall not negotiate with collective bargaining agents.

Compensation for Services

The City will pay the Contractor based on proposed cost per Revenue Service Hour. Calculation for this rate will be made using Form F-Price Proposal. Proposers should base their rate on current contract estimated Revenue Service Hours of 17,972. Special Service is included within these parameters and will be compensated for at the same proposed rate for regular service.

The Contractor will submit a detailed invoice to the City every month. The City will pay the Contractor within forty-five working days from the date of submission, provided the invoice is complete with all necessary backup information, reports, and other required documents.

The Contractor will include and outline CNG fuel costs on invoice and will be compensated through direct pass through. The Contractor will deduct from the invoice any liquidated damage payments due based upon City's determination of performance in relation to liquidated damages outlined in Section VI.

Contractor should remember that operations facility and all maintenance and supplies associated with facility will be provided by the City at the City's expense.

3) Operations

Contractor shall ensure that Contractor employees 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 labor, supplies, and all other necessary equipment required for the operation of the Mini-Bus services.

Operating Description

The Contractor will provide safe, efficient, and effective paratransit and shuttle services to the general public within the prescribed service area.

1) Service Level – Revenue Hours

It is anticipated that the Contractor will provide service for 17,972 revenue hours during the course of an operation year. Actual deployment of hours will be based on service demand and vehicle resources. For proposal purposes, the Contractor should anticipate that the number of revenue hours will not change from year to year.

2) Service Schedule

Service shall be provided as scheduled or according to any adjusted schedule established by the City, including modifications required as a result of a declared emergency per Section IV.11. Additional or modified scheduled time and service areas will be established pursuant to the procedures in Section V.3.B, Adjustments to Service.

3) Published Hours of Operation

Glendora Mini-Bus operates during the following hours:

Dial-A-Ride

Monday - Friday: First pickup 8:00 AM – Last pickup 4:30 PM

Saturday: First pickup 9:00 AM – Last pickup 1:30 PM

Sunday: First pickup 9:00 AM – Last pickup 1:30 PM

Metrolink Commuter Shuttle

Monday – Friday: 5:10am to 7:54am and 4:15pm to 6:50pm

Gold Line Commuter Shuttle

Monday – Friday: 4:45am to 8:15am and 4:15pm to 7:30pm

Midday Teen Center Shuttle (during school year, off summer months)

Monday – Friday: 2:15pm to 3:45pm

4) Holidays

Glendora Mini-Bus does not operate on the following holidays:

- New Year's Day (first day of January)
- Memorial Day (last Monday of May)
- Independence Day (July 4)
- Labor Day (first Monday of September)
- Thanksgiving Day (fourth Thursday of November)
- Christmas Day (December 25)

Glendora Mini-Bus may operate a modified weekday schedule (fewer vehicles) on the following holidays based on demand:

- President's Day (third Monday of February)
- Veteran's Day (November 11)
- Friday after Thanksgiving Day

Adjustments to Service

Glendora Mini-Bus services are currently growing and 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 or routes; and increasing, decreasing, or changing operating hours, service hours or days of operation.

Any service change proposed by the City shall be transmitted to the Contractor in writing, identifying the change and specifying the effective date. The Contractor shall provide a written response identifying the impact of such change on operations, estimating any resulting cost increase or savings, and identifying any feasibility problems the Contractor believes would be created by the proposed change. The proposed change shall thereafter be accepted or modified by negotiations between the Contractor and the City.

The Contractor shall be provided schedule changes at least 15 days in advance of their effective date for service, provided that a period of shorter notice may be provided in the event of a declared emergency per Section IV.11.

The Contractor may suggest alternatives to any service changes proposed by the City, and may also propose service changes it believes are appropriate for more efficient or improved services under the Agreement.

Special Service

Special Services may be requested by the City as additional service above and beyond the contracted service. Operational data for these services should be recorded and billed separately at the marginal rate contracted cost per vehicle revenue hour.

Service Quality

The Contractor shall adhere to the following standards:

1) Passengers per Vehicle Revenue Hour Performance for Dial-A-Ride
Regardless of how trips are to be provided on the system, the Contractor must meet or exceed the City's standard of 2.80 passengers per vehicle revenue hour. Liquidated damages may be assessed every month service falls below the standard.

2) On Time Performance

The wait-time window for Dial-A-Ride trips will be from 10 minutes before the pickup reservation time to 10 minutes after the pickup reservation time (total of 20 minutes). Trips not meeting this window will be deemed as late.

For all shuttle services, pick-ups at designated stops may not occur before the published time-point and must be within 5 minutes after. All departures before schedule times and arrivals 5 minutes after scheduled times will be deemed missed or late.

Liquidated damages may be assessed if the monthly on-time performance falls below 95%.

3) Missed Trips

The Contractor will complete 100% of all scheduled one-way passenger trips as well as all pick-ups along shuttle routes.

Liquidated damages may be assessed on each occurrence of a missed trip.

Mini-Bus Telephone Number and Phone System

The City will assume financial and operational responsibility for all telecommunications equipment and the existing Mini-Bus customer service/reservations telephone number 626-914-8233.

The Mini-Bus reservation/customer service phone number shall be attended 30 minutes before first published daily pickup and 30 minutes after last published daily pickup. All reservations, scheduling, and dispatch staff must be able to clearly communicate in English. There must always be one staff member immediately available who is fluent in Spanish.

All telephone calls must be answered within three rings. Customers shall not be put on hold for longer than three minutes.

Registration Database

Registration for the Dial-A-Ride service is handled by City of Glendora staff. The registration process includes determination of applicant eligibility and entering approved applicant data into the City provided on-line reservation/scheduling/dispatch software program RouteMatch.

The City will maintain access to the database so that registrant records may be added, modified, or deleted by City staff.

DAR Reservations, Scheduling and Dispatch

Contractor shall provide the necessary staff to ensure efficient and timely administration of reservations, scheduling and dispatch of DAR trips in accordance with the service schedules and policies set forth by the City.

Glendora Mini-Bus currently uses RouteMatch for reservations, scheduling, dispatching and reporting. Proposers should expect to utilize the RouteMatch software provided by the City and should outline how proposed staff will be trained to utilize this software.

Accepting Trip Requests and Scheduling

Registered Dial-A-Ride customers may schedule all pickup and return trips from 30 days to 48 hours in advance. No more than 80% of the trips during any hour can be subscription-based service. Contractor will make every effort so that no passenger is abandoned after a missed return trip. Same day trips are allowed however will only be scheduled based on availability.

Reservation and Dispatch Record Keeping

The reservation and dispatch functions will maintain records that enable the Contractor to provide necessary data to the City monthly and upon request. This record keeping will include but not be limited to:

- 1) Call center reporting to include monthly and annual counts for reservation requests, information requests, trips denied/refused, reason for trip denial/refusal, trips scheduled, and subscription trips scheduled. A monthly report including cumulative year to date data will be submitted with each invoice.

- 2) Trip information including customer name, vehicle used, trip origin and destination, scheduled pickup time, actual pickup time, actual arrival time at destination, wait time and deadhead time.
- 3) Daily incident log to report collisions, down revenue vehicles, and unusual occurrences. Incident log will be electronic and emailed to City upon each incident occurring.

Other Transit Services

Reservation staff must be trained about the other local fixed-route services (Foothill Transit, Metrolink and Metro) within the Mini-Bus service area. Reservation staff should make an effort to give transit information to registrants who request to make trips which could be served using other services in the area.

Reservation staff will offer to mail other transit services schedules to customers who are interested in these services.

Operation Staffing Levels

Regularly assigned drivers and extra board drivers must be available daily to ensure consistent and reliable service under the Agreement. All vehicle drivers placed into Glendora Mini-Bus service must be fully-trained and licensed in accordance with this RFP and California DMV regulations.

Required Driver Services

In addition to driving the passenger to and from their destination, Mini-Bus drivers are required to perform the following functions:

- 1) Smile and greet passengers as they board;
- 2) Assist passengers with boarding and alighting as needed;
- 3) Carry up to three (3) shopping bags per passenger into vehicle as needed;
- 4) Provide reasonable accommodations/modifications as requested or needed;
- 5) Operate wheelchair lift or ramp upon need or request, secure wheelchair passengers, and, as needed, guide wheelchair passengers to curb area when alighting;
- 6) Collect appropriate fares;
- 7) Hand-out and collect on-board passenger surveys;
- 8) Hand-out printed transit materials, service notifications, and other promotional materials.
- 9) Complete and submit an "Incident Report" on each occurrence that an out-of-ordinary incident arises during service, and accurately and completely submit any other required operating reports each day, and
- 10) Maintain interior cleanliness of the vehicle during revenue service. The driver's area shall be clean at all times and not used to store personal items. Other than an approved beverage container, each driver's personal items should be kept in a secure area and out of sight. Drivers must check the vehicle when coming into and on leaving service, removing large pieces of litter and making sure the passenger seating area is clean for service.

Driver Uniforms

The Contractor must provide uniforms to all drivers. Uniforms will be subject to City approval and must ensure the drivers visually reflect the high quality of the Glendora Mini-Bus service. Driver name identification easily visible to passengers is required.

Pre-Trip Inspection

Contractor will require each driver to inspect each vehicle with regard to safety, function and appearance of the vehicle prior to the start of service. A daily pre-trip inspection/daily vehicle report (DVR) form shall be completed prior to start of service, and submitted to the Maintenance Supervisor for all vehicles. Contractor will immediately repair or replace, prior to placement in service, any vehicle with a safety problem. Contractor will repair any non-safety items within 72 hours. DVR records retained for each vehicle shall be signed off by mechanic or technician noting status of repairs.

Training of Drivers and Operations Personnel

Contractor shall develop, implement, and maintain a formal training and retraining program that shall be subject to review and approval by City. An outline of the training program, including periodic updates, shall be on file with the City. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

The driver training program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not be limited to, the following topics:

- instruction covering applicable laws and regulations and defensive driving practices;
- City operating policies and procedures;
- employee work rules;
- vehicle safety inspection;
- equipment care and maintenance;
- fare policies and cash handling procedures;
- customer relations;
- passenger assistance techniques including operation of lift/ramp and securement equipment;
- ADA requirements; and
- Sensitivity training for working with seniors and persons with disabilities.

Drivers shall be trained to operate Class B vehicles, wheelchair lifts/ramps and securement systems, and other equipment that may be expected to be used in the Glendora Mini-Bus services to competency.

All drivers shall be certified as having completed Contractor's formal training course for new drivers or experienced drivers as approved by City. At minimum, 50% of all drivers must be licensed with a valid California Class B operator's license with appropriate certification(s) and medical card. Drivers shall meet all applicable requirements as established by the California Highway Patrol (CHP).

Dispatchers, telephone operators, supervisors, and any other personnel who may from time to time be assigned to provide telephone information on the Dial-A-Ride telephone reservation lines shall be trained in customer relation skills; telephone manners; accident/incident procedures; fares; Dial-A-Ride reservation procedures; Access Services, Foothill Transit and Metro information and numbers; and operating policies. Operations control personnel assigned to Dial-A-Ride trip scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

Vehicle Fueling & Cleaning

All revenue vehicles are fueled at the City's expense. Gasoline fueled vehicles are to be fueled at the City Public Works Yard and CNG vehicles are fueled at the City's expense on a direct pass through basis. The City permits CNG fueling at two locations; So Cal Gas Public CNG Station located at 950 N. Todd Avenue, Azusa, CA 91702 and City of Covina Public Works Yard located at 534 N. Barranca Avenue, Covina, CA 91723.

It is understood that revenue vehicle CNG fuel costs included in the monthly invoice are for the sole and exclusive provision of the City's DAR and Shuttle services. City shall not reimburse Contractor for fuel used in non-revenue vehicles.

Contractor shall utilize a dispensing system, approved by City, which accurately records all fueling purchases to allow City to reconcile all fuel transactions by date and vehicle number. The City expressly reserves the right in its sole discretion to establish fueling procedures as determined by City to be in City's best interest.

Contractor and all of its employees shall adhere to any and all operating, administrative, and accounting procedures required by City in connection with all fueling operations.

Fueling and cleaning must be performed after the end of service and before service the next day. To be prepared for any after hour emergencies, Contractor shall ensure that each vehicle has a full tank of fuel before the close of each day.

Fare Collection

All passengers are expected to pay the full fare for each one-way trip. Currently cash and Glendora Mini-Bus paper tickets are accepted.

At City's discretion, City may develop and implement a form of fare media that will be accepted in lieu of cash or paper ticket fares. City shall prepare, print, and

provide to Contractor all schedules, passes, tickets, and like materials required by Glendora Mini-Bus operations. Contractor shall distribute and disseminate such materials in accordance with the provisions of the Agreement and any directions supplemental thereto provided by City.

The City has established procedures that aim to provide adequate controls over the collection, processing and depositing of fare revenue. Minimal handling of cash by a driver is highly recommended. Current Mini-Bus fleet is not equipped with fare boxes; therefore Proposer shall include addition of fare boxes to existing fleet within proposal. Customer perception of misappropriation can adversely affect both Contractor and City. Contractor will provide a copy of its cash handling procedures for fare collection to City.

Vehicle Collisions and Transit Service Incidents

Collision Reporting: In the event of a collision involving a Mini-Bus vehicle, Contractor will notify the City by phone and email within 10 minutes and prepare all necessary reports to City within a twenty-four hour period. If the collision is severe in nature, Contractor must phone and speak directly to City staff. Contractor shall respond in person to any emergency or accident involving extensive property damage, passenger injuries or as requested by City during or after the operational hours of the system. Emergencies or incidents involving injuries, major damage, or media coverage must be reported to City immediately upon occurrence.

Incident Reporting: In the event of an incident during Mini-Bus service, Contractor will notify the City within two hours of incident. The City will determine any additional reporting required on a case by case basis depending on severity of incident.

Replacement Services

In the event that the Contractor is unable, due to a strike, work stoppage, or other event not caused by the City and not covered by the force majeure exception in Section IV.12 to provide services in full compliance with the requirements of the Agreement, then the City may, in lieu of finding the Contractor in default, obtain the services of a replacement operator or provide the services with its own resources (collectively referred to as "replacement services"). The City may utilize such replacement service as a substitute for all or any part of the Contractor's services, and may maintain such replacement services in effect until the Contractor is able to resume performance in full compliance with the Agreement. Prior to implementing replacement services, the City shall notify the Contractor in writing and provide the Contractor with 3 days to cure its noncompliance.

If the City utilizes replacement services under this Section, the Contractor shall be liable to the City for the actual amount by which the cost of such replacement services exceeds the amount that would have been payable under this Agreement for comparable services including any expenses (including internal administrative costs) incurred by the City in soliciting and obtaining those replacement services. In addition, the only compensation due and payable to the Contractor by the City

during any period in which replacement services are being provided shall be for any hours of service actually provided by the Contractor. Any actions taken by the City pursuant to this Section by reason of the Contractor's failure to perform shall not preclude the City from subsequently finding the Contractor in default for the same of any related failure to perform.

Operational Reporting

The Contractor will maintain dispatch and service records that enable the Contractor to provide necessary data to the City upon request. The Contractor will readily produce a variety of operational reports to City as required by different regulatory agencies, as well as other reports the City may, from time to time, request related to service operations. The following reports must be submitted:

- 1) Incident Report (as needed) – Report indicating nature of any passenger incident, road call where vehicle is delayed or pulled from service, and collision provided within two hours of incident or as requested.
- 2) Vehicle Collisions (as needed) – Verbal report to City staff of any collision within 10 minutes of collision; followed up with written accident report and police report number within 24 hour period.
- 3) Operations Staffing Schedule (as needed) – Weekly staffing schedule showing required daily coverage of managerial, operations supervisor, dispatcher, and reservationists with language competencies.

4) Vehicle Maintenance

Contractor shall ensure that Contractor employees, City vehicles and Contractor equipment meet all applicable laws, codes, and safety standards as set by Federal, State and local governments. The Contractor is responsible to maintain and keep all City and Contractor vehicles in excellent mechanical condition. All maintenance and repair of vehicles shall be completed as specified by the original and final stage vehicle manufacturer, and shall be subject to approval by City.

Contractor, at its sole cost and expense, shall provide labor, lubricants, parts, repairs, paint, supplies, towing services, and all other necessary equipment required for the maintenance and operation of the vehicles and equipment utilized in providing the transit services. All parts and supplies will be OEM or approved-equals.

Vehicle Requirements

The City will supply ten vehicles for Contractor use. These vehicles are listed in Exhibit C. The Contractor will also propose the number and type of support vehicles required to meet the performance indicators. Support vehicles may be shared with other services as long as they are available when needed for Glendora Mini-Bus. The City requires the Contractor to provide support vehicles that are also ADA accessible.

Vehicle inventories for the proposed support vehicles must be provided to the City on July 1 of each year. The City reserves the right to reject any vehicle that by virtue of age, mileage, or physical condition, is not appropriate for the purpose being proposed.

The Contractor shall not remove any revenue vehicle from service without prior written approval from the City.

Contractor Furnished Vehicle Equipment

Contractor will provide and maintain fare box equipment for all revenue vehicles at Contractor cost.

Mechanic Certifications

Mechanics must be legally licensed and qualified to operate the vehicles to which they are assigned. The Contractor must always have mechanics, maintenance supervisor, or maintenance manager assigned to the Project and that perform Glendora Mini-Bus vehicle maintenance, who jointly, have completed the following ASE Automobile/Light Truck Test Series certifications, or equivalent, as determined by the City:

- Engine Repair (A1)
- Automatic Transmission/Transaxle (A2)
- Manual Drive Train and Axles (A3)
- Suspension and Steering (A4)
- Brakes (A5)
- Electrical/Electronic Systems (A6)
- Heating and Air Conditioning (A7)
- Engine Performance (A8).

Contractor will provide City with copies of certificates as often as necessary to demonstrate full compliance with this requirement. Liquidated damages may be assessed for non-compliance.

Maintenance Staffing Levels

1) Mechanics

There must be adequate maintenance staff to ensure daily pull-out, on time PMs, and minimal daily hold list.

2) Maintenance Clerk

There must be adequate staff support to provide accurate record keeping and maintenance of vehicle files. This position may be combined with another administrative support position.

Scheduled & Preventive Maintenance

Contractor will be responsible for providing precise scheduled maintenance and preventive maintenance inspections as specified by the original and final stage

vehicle manufacturer. All scheduled and preventive maintenance must be completed on a timely basis and within the established mileage interval.

The City will randomly inspect vehicle and equipment records for compliance. Liquidated damages may be assessed for non-compliance.

Vehicle and Equipment Maintenance Records

Contractor will be required to keep an accurate record of all repair and work orders performed by, or for, the Contractor on all vehicles and equipment.

1) Contractor shall maintain a separate file for each vehicle containing all maintenance records in sequential order pertaining thereto. Vehicle inspection records for each vehicle must include the following:

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

2) Contractor will assure that Daily Vehicle Report (DVR) forms for each Revenue Vehicle are collected and reviewed by maintenance staff on a daily basis. Repairs performed in response to a DVR issue will be signed and dated by the mechanic on the on-board DVR record.

The City will randomly inspect vehicle and equipment records for compliance. Liquidated damages may be assessed for non-compliance.

Warranty Maintenance

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. Contractor is required to exercise all warranty repairs during the warranty period.

ADA Equipment

The Contractor will ensure that all ADA equipment on each revenue vehicle is complete and fully operable each day prior to pullout.

The Contractor will ensure that wheelchair lifts or ramps are operational, clean, and walking surface is not worn on all such equipped vehicles in the fleet.

The City will randomly inspect daily vehicle inspection reports and/or randomly perform physical inspection for compliance. Liquidated damages may be assessed if wheelchair lifts or ramps fail while in service or are not fixed within 24 hours.

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 2 hours of reported failure or sooner.

The City will randomly inspect daily vehicle inspection reports and/or random physical inspection for compliance. Liquidated damages may be assessed if heating or air conditioning fail while in service and are not fixed within 24 hours.

Other Vehicle Systems

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

Vehicle Interior Maintenance

Contractor shall maintain the interior passenger compartment and related equipment 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 and that the doors 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 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 hourly intervals each day. The Contractor or any of its staff may not attach or place any markings on the interior of the vehicle unless directed by City to do so or as required by federal, state and local regulations.

- 1) Contractor shall perform the following maintenance daily:
 - Sweep clean and remove all trash, gum, sticky substances, foreign objects, vermin, 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, and streaks;
 - Clean passenger seats to the extent that they are dust free and free of all foreign substances; and
 - Clean all ledges, stanchions, handrails, panels, and remove dust, grease, gum or sticky substances.

- 2) Contractor shall perform the following interior maintenance each week:
 - Clean seats as necessary to remove any foreign substances;
 - Replace seat covering if ANY markings or stains are present;

- Repair seats if there are ANY rips or tears;
- Remove graffiti and etching from ALL interior surfaces of the vehicle;
and
- Replace window glass if scratched, broken, or cracked.

The City will randomly inspect daily vehicle inspection reports and/or randomly perform physical inspection for compliance. Liquidated damages may be assessed for non-compliance.

Vehicle Exterior Maintenance

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 or unless required by federal, state or local regulations.

Contractor shall take vehicles to City assigned car wash a minimum of once per week. City is responsible for all costs associated with vehicle wash.

The City will randomly inspect daily vehicle inspection reports and/or randomly perform physical inspection for compliance. Liquidated damages may be assessed for non-compliance.

Vehicle 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.

California Highway Patrol Inspections

The Contractor must make the terminal and 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. The Contractor must notify the City within 2 hours of an inspection failure.

Liquidated damages may be assessed per vehicle on each occurrence that a vehicle fails or is placed out of service as a result of a CHP inspection or re-inspection.

Liquidated damages may be assessed per occurrence that the bus terminal fails to meet a satisfactory rating as a result of a CHP inspection or re-inspection.

Vehicle Out-of-Service Criteria

The Contractor shall not operate any vehicle that is unsafe for service. The following is the list of criteria used by the City to determine if a vehicle is unsafe for service:

- 1) Failing a CHP inspection;
- 2) Any violation of the North American Uniform Out-of-Service Criteria;
- 3) Any lift, ramp, or securement device that is inoperable;
- 4) Any fuel leak;
- 5) Any liquid leakages beyond a minor seepage;
- 6) Removal of any component, without replacement that has not been approved by the City;
- 7) Identification of any sub-standard repair or condition that could put the City of Glendora, their employees, or the public at risk of health hazard or injury; and
- 8) Overfilling of engine or transmission fluid.

Mechanical System Failures and Reporting

In the event of a vehicle failure while in revenue service, Contractor shall deploy a vehicle, immediately upon notification, to replace the failed vehicle. An ADA-accessible supervisor vehicle is an acceptable means of providing travel when a revenue vehicle breaks down.

Contractor shall track "Major Mechanical System Failures" and "Other Mechanical System Failures" as defined by FTA's National Transit Database (NTD) reporting system. Mileage and mechanical failures must be recorded for each vehicle used in revenue service. The Contractor will capture miles between Major Mechanical and Other Mechanical failures and the nature of the road calls and report by month including YTD data report to City.

Liquidated damages may be assessed for excessive mechanical system failures.

Return of City Vehicles and Maintenance Files

In the event the initial contract term or any extension thereafter is terminated, Contractor shall immediately surrender and deliver all City vehicles and vehicle records. Contractor is responsible for returning vehicles in an acceptable appearance and mechanical condition as specified in Section V.2.1. Vehicle records must be up to date and provided in vehicle file format in file storage boxes or file cabinets.

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, making necessary repairs, or compiling or assembling a vehicle maintenance filing system.

Tires

The Contractor shall be responsible for providing all tires and spares for all revenue vehicles. The Contractor shall be responsible, at the termination of this Agreement, for returning the revenue vehicles with tires that meet the following standards:

- 1) Front axle -- Tires shall have a tread depth of 12/32" minimum. Recapped or re-grooved tires are not acceptable.
- 2) Rear axle -- Tires should have a tread depth of 8/32" minimum. The tire height between two tires on the same hub should not vary more than 3/32".
- 3) Tires with cuts, grooves, or evidence of curb damage (past the manufacturer's rub bars) are not acceptable.

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 new tires.

Maintenance Reporting

The Contractor will readily produce a variety of maintenance reports to City as required by different regulatory agencies, as well as other reports the City may, from time to time, request related to service operations. The following reports must be submitted as shown:

- 1) Mechanical System Failures (Monthly)- Report miles between Major Mechanical and Other Mechanical failures and the nature of the failure in an electronic report by vehicle, by month including YTD totals.
- 2) Quarterly, semi-annually or as needed reporting of vehicle service data for governmental agencies.

5) Facilities and Equipment

Operations and Maintenance Facility

The City of Glendora will provide an operations facility with an office for the proposed Project Manager, space for dispatch/reservationists, driver break room and vehicle storage area. All furniture and IT equipment (phones and computers) will also be provided.

The Contractor shall locate the maintenance facility in Glendora, preferably, or at a location that is in reasonably close proximity to the City operations facility (no more than 5 miles) to allow for minimal deadhead mileage. The City will determine reasonableness of proposed facility location. Contractor is encouraged to sub-contract with a local vehicle maintenance provider if maintenance facility space within Glendora is not obtainable.

The Contractor will provide an adequate facility for supporting the maintenance of Mini-Bus fleet provided under this contract. The maintenance area will be fully equipped with all equipment required to maintain all vehicles in accordance with the specifications and manufacturer's warranty and preventive maintenance programs, including lifts. The Contractor shall assure that any and all electronic and/or mechanical diagnostic and repair equipment required or recommended by the OEM

vehicle builder or component manufacturer are provided to service the vehicles subject to this contract.

Both maintenance and operating facilities shall be kept clean and safe at all times throughout the term of the contract. The Contractor will be responsible for obtaining and complying with all required building, occupancy, or other governmental permits and must abide by OSHA safety standards.

Communications System

The City provides on-board radio communications system and any base stations or handheld radios needed for operations. The City is responsible for obtaining, and paying for, the necessary frequencies for the radio system. The City also provides phones for both dispatch and reservations to communicate with clients as well as all staff involved with the operation. The cost of proper upkeep of the radios and replacement, if damaged, is the sole responsibility of Contractor.

Return of City Equipment and Equipment Maintenance Files

In the event the initial contract term or any extension thereafter is terminated, Contractor shall immediately surrender the City equipment and equipment records. Contractor is responsible for returning equipment in an acceptable appearance and mechanical condition. Equipment records must be up to date and provided in file storage boxes or file cabinets.

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 equipment, making necessary repairs, or compiling or assembling an equipment inventory and filing system.

6) Administration

Customer Comments & Complaints

All customer comments or complaints received by the City or Call Center will be documented in writing and brought to the attention of the City's Transportation Programs Analyst.

The Contractor will investigate all comments or complaints and submit to the City results of the investigation within 24 hours. The City may invoke liquidated damages for failure to respond within the specified time as indicated above, and also for excessive quantity of verified complaints received.

Advertising / Promotion

The City shall be responsible for advertising and promoting Glendora Mini-Bus services. The Contractor shall cooperate in the City's marketing and advertising efforts at no additional expense to the City. The Contractor shall be responsible for

ensuring proper care, protection, handling, and maintenance of all Glendora Mini-Bus marketing materials.

The Contractor will distribute promotional materials and assist in public relations activities, for example, having the project manager attend and event at the senior center to promote Dial-A-Ride, provide information and collect registrant applications.

Service Data Collection and Reporting

Contractor will collect all operational data with a process that provides an auditable data trail. This process must enable the Contractor to readily produce a variety of data reports to the City. The following represent examples of reports that are expected to be provided:

Incident Report (as needed): Report of any out-of-the-ordinary incidents arising within service. These reports should include but not be limited to disputes with or among passengers, disputes among driver and passengers or disputes between reservation agent or dispatch and passenger; roadcall where vehicle is delayed or pulled from service; collisions; and any injury to passenger while on, boarding, or exiting a vehicle. The report must be provided within 3 hours of the incident or as requested.

Service Data Report (monthly): The Contractor will provide service data by producing a monthly and YTD cumulative electronic report that includes service data by route, weekday, Saturday, Sunday/Holiday for the following categories:

- Number of Passengers boarded by fare category
- Number of wheelchair boardings
- Total vehicle miles and hours
- Deadhead miles and hours
- Revenue vehicle mile and hours
- Passengers per vehicle service hour
- Total passenger miles
- Total passengers served

National Transit Database Report (monthly and annually): Contractor shall collect and produce data for reporting in a format consistent with the National Transit Database (NTD). The Contractor shall provide monthly data and year-to-date data at the beginning of every month for the previous month. Contractor warrants the accuracy of the data reported; any discrepancies shall be remedied at the Contractor's expense. Contractor must provide any annual data or reporting to the City by August 1 for each City fiscal year. Contractor may have to input data directly into the online NTD data reporting module.

At a minimum, the Contractor is required to provide data for the following NTD forms:

- Transit Agency Service Non-Rail (S-10)
- Revenue Vehicle Inventory, Vehicle Miles (A-30)
- Operating Expenses by Function (F-10)
- Monthly Ridership Form (MR-20)

Record Keeping and Audit Control

Contractor will retain and provide access to or copies of all service records or any other operational records deemed necessary or requested by the City.

All financial records directly related to the work performed in this contract shall be made available to City upon request. These records shall be subject to audit or inspection by authorized representatives of the City, County, State or Federal agencies and the LACMTA upon request.

The Contractor shall maintain financial records and reports relating to funds received during the contract. The Contractor shall maintain book, records, documents, and other accounting procedures and practices which reflect all costs of any nature expended in the performance during the contract.

The Contractor shall maintain all books, records, and other relative documents related to the contract for three (3) years after completion or termination of the Agreement. Upon termination of the contract and any extensions thereof, Contractor shall deliver to City, either electronically or physically, all operating records for the prior three (3) years. All revenue vehicle maintenance records shall be provided to the City coincident with the transfer of City-owned vehicles back to the City.

VI. LIQUIDATED DAMAGES

The relationship between the City and the Contractor is one of partnership. There is an expectation that both parties will provide exceptional support and service to each other and the public. There is an expectation on the City's part that the Contractor has taken due care in preparing its estimate of costs so as not to degrade the quality of any one aspect of the contract provisions during the life of the contract.

The Contractor will strive at all times to provide service in a manner which will ensure responsive service to transit 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 liquidated damage fines may be assessed when service falls below the standard.

Any breach of this Agreement by Contractor could result in substantial damages and injury to the public and City in amounts which are difficult to ascertain with specificity at this time. Therefore, certain dollar amounts are established here for the identified standards. Liquidated damages will be waived if due to a manufacturer defect existing in

a vehicle or series of vehicles. The liquidated damage clauses described below may be instituted by the City no sooner than two months after the initiation of the service, with the exception of the Service Start-up and the Service Failure liquidated damage clauses described below.

1) General Requirement Liquidated Damages

a. Service Start-Up

Service will commence on July 1, 2016, or such other date specified by City, whichever is later. The liquidated damages to be paid hereunder will not be required where it is determined by City that a failure to commence timely service is solely as a result of actions by City, as solely determined by City.

Liquidated damage: Ten thousand dollars (\$10,000) for each day service is delayed until the service is started.

b. Key Personnel Retention

The “key personnel”, are crucial to the day-to-day operations which will be provided under this contract. The City is requiring that these people be dedicated to this project for the initial Agreement Term of five years.

Liquidated damage: Five thousand dollars (\$5,000) per occurrence, if any Key Personnel are reassigned or promoted to another position by the Contractor, without City consent, during the agreement term.

Liquidated damage: Should any key personnel positions remain unfilled for a period in excess of 30 calendar days, a penalty of one hundred dollars (\$100) per day shall be assessed per position for any month or portion thereof in which the position(s) remains unfilled beyond the first 30 days. In addition, the salary and benefits associated with each unfilled position will be deducted from amounts owed to the Contractor.

c. Full Staffing Requirement

Contractor shall ensure that a full complement of fully-trained and licensed general operating staff – including drivers, dispatch staff, maintenance and service employees, and administrative staff – is available at all times to satisfy the requirements of this RFP and the expectations set forth in Contractor’s Proposal.

Liquidated damage: Should any general personnel positions remain unfilled for a period in excess of 30 calendar days, a penalty of five hundred dollars (\$500) per month shall be assessed per position for any month or portion thereof in which the position(s) remains unfilled beyond the first 30 days. In addition, the salary and benefits associated with each unfilled position will be deducted from amounts owed to the Contractor.

d. Drug Free Workplace and Drug & Alcohol Program

The Contractor must provide a program for drug testing of operations, maintenance and other personnel in compliance with the US Department of Transportation. City will determine compliance by reviewing Contractor documentation.

Liquidated damage: Two thousand dollars (\$2,000) per occurrence, if Contractor is out of compliance.

e. Permits and Licenses

Contractor and its employees will hold and provide copies of valid permits, licenses, certificates, and other documents that 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.

Liquidated damage: One hundred dollars (\$100) per day per employee for each day a Contractor's employee is without valid permits, licenses, certificates and other documents as are required by Federal State County, City and other governmental or regulatory bodies.

2) Operations Liquidated Damages

a. Service Failure

Service will be provided by Contractor to the City at all times during the term of this Contract, except during specified holidays noted herein.

Liquidated damage: Ten thousand dollars (\$10,000) per day, for each day City is without the services provided by Contractor from the date of the breach to and including the date the services are replaced.

b. Service Performance

The City has set a productivity standard of 2.80 passengers per vehicle revenue hour.

Liquidated damage: Three thousand dollars (\$3,000) per month for each month the passengers per vehicle revenue hour figure is below 2.80.

c. Service Quality

i. On-Time Performance

The City has set an on-time performance standard of 95% for paratransit service. The City will base the on-time performance on data provided via the Automated Vehicle Tracking system as coordinated through the automated reporting process or other measurement system as approved by City.

Liquidated damage: Three hundred dollars (\$300) per month, for each percentage point below the 95% on time standard.

ii. Missed Trip

The City has set a standard for 100% trip completion for paratransit service. The City will base the missed trip performance on information reported by the automated dispatching/reporting process.

Liquidated damage: One hundred dollars (\$100) for each passenger on the missed trip (includes PCA).

3) Vehicle Maintenance Liquidated Damages

a. Mechanic Certifications

Maintenance performed on the revenue vehicles used for this contract must be performed by mechanics assigned to the Project which have the proper training and certifications per Section V.4.C. The City will monitor compliance through review of work orders and mechanic certifications during quarterly 3rd party inspections.

Liquidated damage: Three thousand dollars (\$3,000) each quarter, if the Contractor performs maintenance using non-assigned mechanics without the required certifications.

b. Scheduled & Preventive Maintenance

Contractor will be responsible for providing precise scheduled maintenance and preventive maintenance inspections as specified by the vehicle manufacturer and City. The City will randomly inspect vehicle and equipment records for compliance.

Liquidated damage: Two thousand dollars (\$2,000) for each vehicle that has missed its on-time preventative maintenance service.

c. Wheelchair Lifts and Ramps

The Contractor must maintain wheelchair lifts or ramps on all vehicles in a working condition. Broken lifts or ramps must be repaired within 24 hours of failure. The City will determine compliance through Contractor work orders and pull-out inspections.

Liquidated damage: One thousand dollars (\$1,000) per occurrence, if any wheelchair lift or ramp is down for more than 24 hours.

d. Climate Control

The Contractor must maintain the heating and air conditioning systems on all vehicles in a working condition. Broken heating and air conditioning systems must be repaired within 24 hours of failure. The City will determine compliance through Contractor work orders and pullout inspections.

Liquidated damage: One thousand dollars (\$1,000) per occurrence, if any heating and air conditioning system is down for more than 24 hours.

e. Vehicle Interior and Exterior

The Contractor must maintain the interior and exterior of all revenue vehicles. The City will determine compliance through vehicle inspection reports and random physical inspections.

Liquidated damage: One hundred dollars (\$100) per vehicle per occurrence, if a vehicle does not meet the requirements set.

f. CHP Vehicle Inspection Failure.

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

Liquidated damage: Two thousand five hundred dollars (\$2,500) for each vehicle which fails a CHP vehicle inspection or re-inspection, or for a facility awarded less than satisfactory terminal rating.

g. Mechanical System Failures.

The Contractor must maintain all vehicles to a level where they do not break down in service. The City will calculate the average miles between "Major Mechanical System Failures" and "Other Mechanical System Failures" based on a fleet average.

Liquidated damage: Two thousand five hundred dollars (\$2,500) if the Contractor averages less than 1,500 miles between "Major Mechanical System Failures" during any calendar month. One thousand dollars (\$1,000) if the Contractor averages less than 2,250 miles between "Other Mechanical System Failures" during any calendar month.

4) Administration Liquidated Damagesa. Customer Complaint Processing

The City desires to respond to customer complaints in a timely manner. Integral to the response process is the amount of time the Contractor uses to respond to a complaint. The City will track all requests to determine compliance.

Liquidated damage: One hundred dollar (\$100) per late response to Customer Service Request.

b. Number of Customer Complaints

City-verified service complaints may be no more than five (5) within a calendar month, exclusive of customer questions, comments or suggestions. Multiple reports of the same occurrence will only count as one complaint. The City will determine compliance by tracking customer service requests. The City will make the ultimate determination if a complaint is valid.

Liquidated damage: 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.

c. Service Data Collection and Reporting

The Contractor and City are obligated to report to regulatory agencies in a timely manner.

Liquidated damage: One hundred dollar (\$100) per late, incomplete, or inaccurate report per business day.

VII. INSTRUCTIONS, CONDITIONS AND NOTICES TO PROPOSERS

All interested Contractors must obtain, for a fee, either in person or by mail, an official copy of the Glendora Mini-Bus RFP from the Glendora City Clerk's Office. The City Clerk maintains an official bidders list based on registrations for official RFP copies. Any proposal received from a Contractor not on the official bidders list will be rejected and returned to the Contractor unopened. Unofficial copies of the RFP as well as any addenda will be made available on the City's website at www.CityofGlendora.org. These documents are to serve as *reference only*.

1) **Restrictions on Lobbying and Contacts.**

Proposer's sole contact during the RFP, proposal and awards process is limited to Justine Garcia, Transportation Programs Analyst, City of Glendora.

During the period beginning on the date of the issuance of the RFP and ending on the date of contract award to a Proposer, no person (or entity) submitting a proposal in response to this RFP, nor any officer, employee, representative, agent, or CONTRACTOR representing such a person (or entity) shall contact through any means or engage in any discussion concerning the award of the Contract with any member of the City Council of the City of Glendora or his or her personal staff, or with any candidate for election to the City Council of the City of Glendora. Any such contact shall be grounds for the disqualification of the proposal.

During the period beginning on the date of the issuance of this RFP and ending on the date of contract award to a Proposer, each person or entity described in the previous paragraph shall limit his or her communication with City staff to the written clarification and amendment process described in Section VII.5, and interviews or discussions pursuant to evaluation and selection process described in Section IX. At no time may any Proposer have any communication with a member of the City's Evaluation Committee, other than communication initiated by such member during interviews or discussions.

Nothing herein shall be construed to limit or restrict any person or entity from communicating with the City Council in writing or at a meeting of the Council noticed

under the Ralph M. Brown Act, Government Code section 54950 et seq., provided such communication occurs after the public release of the staff report to the Council recommending an award of contract.

2) Pre-Proposal Conference

A mandatory pre-proposal conference will be held Thursday, May 24, 2016 at 10:00 am at the City of Glendora, Transportation Center located at 410 E. Dalton Avenue, Glendora, CA 91741.

Arrangements will be made for attendees to do a walk-through of the Glendora Transportation Center and Operations Yard and to make cursory inspections of City-owned vehicles. Proposers should be prepared to submit any questions in writing at this meeting in accordance with Section VII.5.

3) Disclaimers

The City reserves the right to extend the time allotted for the RFP submittal, to interview the Proposer in person, and to request a best and final offer, should the City deem that it is in its best interest to do so.

This RFP does not commit the City to award a contract, or to pay any costs incurred in its preparation. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm, or to cancel this RFP in part or in its entirety. The City may require the selected firm to participate in negotiations and to submit such technical, price, or other revisions of their proposals as may result from negotiations.

Any costs incurred by the Proposer in responding to this Request for Proposals shall be the Proposer's sole expense and will not be reimbursed by the City.

4) Limitations

All reports and pertinent data or materials provided in the RFP process shall be the sole property of the City of Glendora, and may not be used or reproduced in any form without the explicit written permission of the City.

The Proposer should expect to have access to only the public records and files of local government agencies in preparing the proposal or reports. City staff assistance should not be anticipated by the Proposer in the preparation of responses to this RFP. Good business practices, such as the use of formal requests for information and the setting of appointments, should be followed.

5) Written Questions

Proposers must submit *ALL* questions and requests for clarification or additional information in writing by 4:00 PM on Friday, May 27, 2016. Questions should be emailed to Justine Garcia, Transportation Programs Analyst at jgarcia@cityofglendora.org with the subject line "Glendora Mini-Bus RFP".

The City will not respond to questions received after the deadline. All responses will be posted on-line at www.CityofGlendora.org as well as emailed to Contractors on the official bidders list.

6) RFP Addenda

Any changes to the RFP requirements will be made by written addendum. Addenda will be emailed with confirmation of receipt to Contractors on the official bidders list at the address provide as well as posted online at www.CityofGlendora.org. All addenda must be specifically acknowledged in the Contractors proposal using Form C, Addenda Acknowledgement. Failure to acknowledge receipt of addenda shall cause the proposal to be considered non-responsive.

The City is not bound by any oral interpretations, clarifications, or changes made to this RFP by any City staff member. Any clarification or change to the RFP must be provided in writing pursuant to this section.

7) Late Proposals

All proposals, as well as any modifications, received at this office after the hour and date specified will not be considered.

8) Alternative Proposals

Alternative proposals to the specified scope of work may be submitted and must be identified with the words "Alternative Proposal". Any alternative proposals shall be represented in the same level of detail as a proposal in the response to the original scope of work. The City has the option of accepting or rejecting any alternative proposal.

9) Acceptance of Proposals.

Each proposal shall be submitted with the understanding that it is subject to the evaluation procedure set forth in Section IX, and to negotiation at the option of the City. Upon acceptance in writing by the City of the final offer to furnish any and all of the services described herein, the parties shall promptly execute the final contract documents. The written Agreement shall bind the Proposer to furnish, deliver, maintain, operate or compensate in accordance with conditions of said accepted proposal and this Request for Proposals, as negotiated. The City reserves the right to make the award under this RFP based upon the initial proposals submitted. The City has the right to reject any and all proposals and to waive any informality in any proposal.

10) Protests

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

1) Types of Protests

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

a. Pre-bid or Solicitation Phase Protest is received prior to the bid opening or proposal due date. A Pre-bid Protest must be received by the City prior to the published time and date for receipt of proposals or bids following the content and submission procedures specified herein. Depending upon when the protest is received and the agency's review, the City may or may not delay the bid opening or proposal due date.

b. Pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract. A Pre-award Protest must be submitted to the City following the content and submission procedures specified herein within three (3) working days of the date the protester learned or should have learned of the basis of appeal. Pre-award Protests must be received by the City prior to the agency's formal action on the contract award. Depending upon when the protest is received and the agency's review, the City may or may not delay the contract award.

c. Post-award Protest is received after award of a contract. A Post-award Protest must be submitted to the City following the content and submission procedures specified herein within five (5) working days of the date the protester learned or should have learned of the basis of appeal.

2) Content and Submission of Protests

Protests must contain the following information:

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

Protests must be submitted in writing via email, USPS, FedEx or other package delivery service, or hand-delivered to:

City of Glendora
Attention: Justine Garcia, Transportation Programs Analyst
116 E. Foothill Blvd.
Glendora, CA 91741
Email: jgarcia@cityofglendora.org

3) Evaluation and Decision on Protest

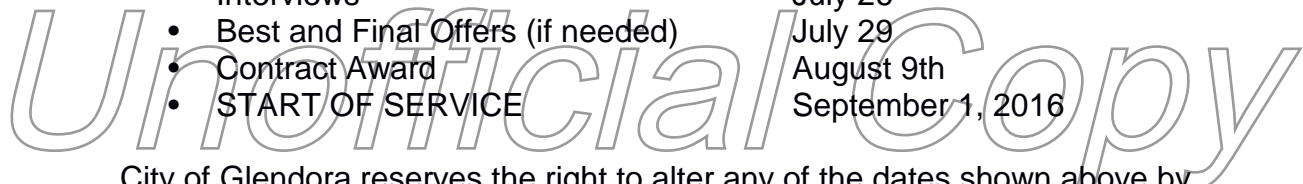
Upon receipt of a protest, the City of Glendora will review the grounds for the protest and, within five (5) working days provide a written response addressing in detail each substantive issue raised in the protest. A copy of the protest and the City's

decision will be transmitted to the protester and to each firm or individual who has received a copy of the RFP or solicitation. The Community Services Director is the responsible official for evaluation of protests and has the authority to make the final determination in matters of protest.

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

VIII. SCHEDULE

- Request for Proposals Issued June 9
- Mandatory Pre-proposal Conference 10:00 am June 23
- Deadline for Submission of Questions 4:00 pm June 27
- Final Addenda and Answers Issued July 1
- PROPOSALS DUE 10:00 am July 14
- Evaluation Period July 14 – July 22
- Interviews July 26
- Best and Final Offers (if needed) July 29
- Contract Award August 9th
- START OF SERVICE September 1, 2016



City of Glendora reserves the right to alter any of the dates shown above by written notice. All times shown are Pacific Standard Time.

IX. EVALUATION AND SELECTION

The Selection Committee will evaluate all proposals for completeness, and demonstration of the Proposals adequacy, sustainability, technical capacity and competence, and the suitability of the Proposer for the project. The City reserves the right to reject all proposals that are inappropriate, inadequate, or incomplete.

Evaluation of submitted proposals will be based on the criteria as required in the Proposer's response to this RFP per Section X. The points indicated for each section denote the relative weightings of each criterion.

Criterion	Points
Part I. Background, Affirmations, Certifications, and Financial Sustainability	2

Part II. Qualifications & Technical Proposal		
	Technical Capacity -- Operations	14
	Technical Capacity – Vehicle Maintenance	14
	Bonus Pts. Facility Location or Vendor Sub-Contract in Glendora	2
	Technical Capacity -- Administration	13
	Safety Program and Employee Training	10
	Experience, References, and Performance Record	10
Part III. Price Proposal, Incentives, and Staffing Plan		
	Price Proposal and Incentives	20
	Staffing Plan	15
Subtotal Points		100
Bidding Preference for Retention of Employees [10%]*		10
Total Possible Points		110

***Per California Labor Code Section 1070**

To assist in the selection process, the City, at its option, may conduct interviews with the most responsive Proposer(s). The interview will provide the selection committee an opportunity to clarify information submitted by the Proposer in response to the RFP. Proposers may not make electronic presentations or provide handouts during the interview process.

The City reserves the right to reject the proposal of any Proposer who has previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a Proposer who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to reject the proposal of any Proposer who is in default of the payment of taxes, Agreements or other monies due to the City of Glendora.

X. RESPONSE TO RFP – FORMATTING AND CONTENTS

The City expects the Proposer to prepare a comprehensive proposal with recommendations, actions, and procedures to accomplish the scope of work set forth in Section V.

The City shall provide all relevant data in its possession that pertains to this project in support of the Proposer's services. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of any information supplied. The Proposer shall be responsible for evaluation of all information supplied by the City.

The City of Glendora must receive one unbound two-sided original, five (5) two-sided copies, and one electronic copy on USB flash drive of the complete proposal by the date and time noted in Section VIII, Schedule. The five copies of the proposal shall be presented in 3-ring binders. The Staffing and Price Proposal forms provided by City in Excel electronic format must be completed and returned in Excel electronic format. Note that the original and each copy of the proposal shall be accompanied by a USB flash drive which will be used by Proposer to provide lengthy attachments. In addition to documents that are specifically directed to be provided on the flash drive, Proposers are invited to use the flash drive to avoid printing other attachments or appendices, so long as these documents are clearly referenced within the proposal.

Proposals must be organized and formatted as described herein. Each proposal must be divided into Parts I, II, and III as specified below, and must include all of the required contents of each Part, in the sequence specified. Each proposal shall include a table of contents clearly referencing each Part and section in the proposal and the pages numbered sequentially through the document. A proposal will not be considered if it modifies or fails to conform to each of the requirements set forth in Parts I, II, and III.

Page Limitation: Proposals are limited to a total of fifty (50) letter-sized [8 1/2" x 10"] pages using a typeface no smaller than 11 point. The fifty (50) pages shall include all text pages, tables, figures, and exhibits, but shall not include divider and cover pages (unless printed with text), and required proposal forms. Appendices and attachments to the proposal will not be included in the page count; however, Proposers are warned against placing material information in appendices and/or attachments. Inclusion of obvious proposal boilerplate may detract from a Proposer's scoring.

PART I – PROPOSER CERTIFICATIONS, CAPACITY AND SUSTAINABILITY

Tab 1. Submittal Cover Page - Form A

The proposal shall be signed by an individual authorized to bind the Proposer and shall state that the proposal is a firm offer for a 120-day period.

Proposer Contact Information – Form B

Provide the indicated contact information for the primary contact person who will be authorized to make representations for the Proposer's firm. Provide information for the Proposer's secondary contact. List all subcontractors proposed for this project including type of work to be performed. Use additional sheets as needed.

Required Forms C-G

This section shall include the required forms C through G contained in Section XI.

Tab 2 Corporate Management Structure

Proposer must submit an organizational chart identifying the corporate management structure showing the names, titles and relationships of personnel and any resources that will be available to support the project team. Be specific regarding level of effort [FTEs], staffing, work location, etc. The submittal shall also include a brief description for each position identifying which functions they will be responsible to perform in relation to the Agreement.

Start-Up Plan

Describe the Proposer's capacity for assuming responsibility for the services specified in this RFP, provide a timeline for startup activities, identify the issues that will need to be addressed in the start-up and the Proposer's plan for addressing these matters. Note that the Proposer's start-up costs should be identified in its price proposal.

Sustainability, Viability and Financial Statement

Provide documentation to demonstrate that the Proposer possesses the financial resources necessary to sustain operations over the life of the proposed contract, including any extensions. These financial materials shall be submitted electronically on the flash drive, will be treated as confidential and shall not be counted against the page limitation specified herein.

Typical documentation would be audited financial statements for the two complete fiscal years immediately preceding the submission of this proposal. If an audited financial statement is not available, the Proposer may provide a certified financial statement signed and authenticated by its chief financial officer.

The financial statement and related documents must set forth the financial status of the entity, subsidiary, division, subdivision, or unit which conducts business operations in the United States and who will actually perform the services described in this RFP.

The Proposer shall also disclose any adverse financial information or condition (including bankruptcy or insolvency) for the two years prior to the audited or certified financial statements submitted regarding the Proposer, its parent, its subsidiaries, its partners, or its joint venture members, or its major subcontractors, or that has arisen since the date of the latest audited or certified financial statement, or that is not fully reflected in that financial statement.

Part II – QUALIFICATIONS & TECHNICAL PROPOSAL

Proposer shall submit details explaining the qualifications of the Proposer to perform the scope of work and setting forth the Proposer's capability, experience, and proposed programs and plans to ensure successful performance of the Scope of Work.

Tab 3 Technical Capacity - Operations

Proposer should discuss their overall operations plan to provide all Mini-Bus services. This statement should include any strategies or concepts the Proposer may have for enhancing service quality, reducing costs, or otherwise improving the productivity and performance of the services provided.

At a minimum, this Section must include the following:

- 1) An explanation of how the operations will be managed, the qualifications and experience of the dispatchers, reservationists, operations supervisors, safety & training staff and supervisors, and plans for maintaining the high quality of operations.
- 2) Describe your procedures for monitoring on-street operations to ensure that services meet or exceed defined standards, how operators will be evaluated, and how supervisory staff will respond to in-service incidents, accidents and disruptions.
- 3) Discuss your overall operations plan to provide Glendora Mini-Bus services. List any software/hardware to be used for dispatching and provide a comprehensive reservation and dispatch system plan. Detail the networked computer system and software that will be provided. Provide equipment specifications and implementation timeline, backup capability and emergency power generation for operating during power outages. Provide sample forms and reports used in other contract services your firm operates, pursuant to the requirements of the Scope of Work. Sample forms and reports will not count toward the page limitation of the proposal.

Tab 4 Technical Capacity - Vehicle Maintenance

Proposer should include a detailed description of the Proposer's vehicle maintenance program, including preventative maintenance. It should explain how the program will be managed, the qualifications and experience of the mechanics and supervisors, and plans for maintaining the revenue vehicles.

The City reserves the right to inspect vehicles and/or maintenance facilities currently operated by the Proposer, and to consider the results of such inspections in the evaluation process.

At a minimum, this Section must include the following:

- 1) Description of facility location and if maintenance is to be completed by proposer or by a third party vendor or subcontractor.

- 2) Copies of required valid ASE certifications for assigned project staff.
- 3) The Proposer's preventive maintenance program, including levels of inspections, intervals, and the types of inspections and/or components serviced at each interval.
- 4) An identification of inventory levels and controls, scheduled and unscheduled repair items, air conditioning and wheelchair lift parts and materials, method of control, and whether the parts will be supplied by original equipment manufacturers (OEM) or after-market suppliers.
- 5) Requirements, schedule and procedures for regular and periodic exterior and interior cleaning and detailing of all Revenue Vehicles, including the equipment, cleaning materials and polish/waxing/protection products to be used.
- 6) A description of the proposed pre-operation and post-trip inspection process and how operator-reported defects will be handled prior to revenue vehicles being returned to service. Provide a copy of your pre-operation inspection form.
- 7) A description of road call procedures and other unscheduled maintenance repairs and/or services.
- 8) A description of the process of repairing/rebuilding major components (i.e., engines and transmissions). The description must include whether the repairs will be performed on-site or by a contractor or vendor.
- 9) A description of the method of accident repairs and painting and graffiti removal including tolerance levels.

Tab 5 Technical Capacity – Facilities and Equipment

1) Facility

The City's Transportation Center located at 410 E. Dalton Avenue, Glendora, CA 91741 shall be provided as primary operations facility.

Proposer shall include the address and a description of its planned *maintenance facility* location. Proposer shall disclose the legal status of the proposed facility, that is, whether the facility is presently owned or under lease to the Proposer, or whether the Proposer has executed a letter of intent to lease or otherwise has guaranteed the availability of the proposed facility.

Proposer shall include a site plan and property description including physical address, square footage of property along with breakout of square footage of maintenance garage/facility. The Proposer must indicate one-way vehicle miles between proposed facility and the Transportation Center.

This section should describe the Proposer's plan for (A) maintaining the facility and equipment in accordance with the preventative maintenance

requirements and schedules of the facility owner and of the equipment suppliers and/or manufacturers; (B) conducting regular inspections of the facility and equipment; and (C) cleaning the facility and equipment and assuring that the entire property maintains a professional and orderly appearance.

2) Communications System

City provides on-board and base dispatch radios through LA County. Please describe your experience, if any, with LA County's Internal Services Department (ISD) and how you would ensure radios are properly maintained.

3) Telephone System

City shall provide the administrative telephone system that will be provided for dispatch/reservations and for overall telephone communication. Proposers should outline steps to ensure all staff are properly trained to use City's phone system.

4) Spare Vehicles

Contractor shall provide a list of at least 2 spare vehicles. Include vehicle year and current mileage as well as the Contractor rate associated with each spare vehicle listed.

Tab 6 Technical Capacity – Administration

1) Customer Comments and Complaints

Proposer shall discuss its process to receive, investigate and respond to customer comments and complaints, insuring a timely response.

2) Service Data Collection and Reporting

Proposer shall include a description of its data collection process and procedures to ensure accurate and timely data collection and reporting. Description may make reference to specific policies and procedures included in Operations and Maintenance documentation.

3) Compliance and Audits

Describe your firm's experience in supporting and participating in audits. In such audits, detail any review finding where the Contractor contributed to or was responsible for non-compliance.

Tab 7 Safety and Training Programs

1) Safety

This section shall include a description of the Proposer's program (or Safety Handbook) for assuring safe transit operations and compliance with Federal and State safety laws and regulations. This section shall include a description of the Proposer's safety record over the past five years, including

an identification of any citations during that period for violations of the California Occupational Safety and Health Act, the Federal Occupational Safety and Health Act of 1970, or other applicable safety laws and regulations. One complete copy of a safety program must be included as an addendum with the Proposal.

2) Employee Training

Provide a description of all employee training programs including driver, maintenance, management, dispatch, operations supervisor, and safety training. One complete copy of the driver training program must be included as an addendum with the Proposal on the flash drive. The training description should address both initial and in-service training, who will be providing the training, and should include the steps the Proposer intends to take to improve employee skills, enhance service quality, and promote safety in the performance of work. The number of hours and types of training to be provided should be specified.

3) Operating Policies and Procedures

Describe your operations and maintenance policies and procedures and how you will customize these to reflect the specific conditions and requirements of the Glendora Mini-Bus service and system. Indicate if and how the City will be consulted in the establishment of system-specific procedures and how the City will be informed of changes to policies and procedures.

On a flash drive accompanying the Original and Proposal Copies, provide an electronic copy of the Proposer's standard operations and maintenance policy and practices manual.

Tab 8 Experience, References, and Performance Record

Provide contact information for three (3) current agencies for which the Proposer has operated elderly and disabled paratransit services during the past three or more years. Two of these contracts should be located in Southern California.

For each of the three (3) references, provide:

- Provide a copy of the last two CHP Terminal Inspection reports, and
- Describe any notable achievements in the execution of the contract.

Provide a list of all public transit contracts held by the Proposer during the past five years including contracting agency, service name, city/state where located, contract status, number of revenue vehicles, and dollar value of base contract.

PART III -- PRICE PROPOSAL, STAFFING PLAN AND INCENTIVES

Tab 9 Staffing Plan

Proposer must submit an organizational chart identifying the names, titles, and FTEs of “key personnel” assigned to be on-site for the project. The chart will also include the titles and FTEs of the unnamed staff that complete the staffing plan. The chart will show reporting relationships within the team. [An “FTE” or Full-Time Equivalent is equal to 2,000 labor hours per year.]

Proposer shall submit a staffing plan using “Form E – Staffing Plan”. A copy of this form in Microsoft Excel is provided. Proposer must submit a Staffing Plan that includes a comprehensive list of all positions identifying by count each position proposed for this Agreement. The submittal shall include a detailed position description of each job classification that is included in your staffing plan. The form must be completed and submitted in Microsoft Excel electronic format.

A resume shall be included for each of the key personnel (Project Manager and Maintenance Supervisor, or their equivalents) proposed for the project. The names and compensation of the proposed key personnel will be considered confidential up until the point that the project is submitted for award of contract, at which time it becomes a public record.

Provide a description of the Proposer’s plans to provide and retain a sufficient number of qualified personnel to operate and maintain the services required, any programs to promote employee retention, including its plan for adequate compensation and benefits, opportunities for advancement, and other means for promoting the retention of employees and the preservation of a stable work force. Also describe the Proposer’s program for rewarding outstanding employee performance and for enhancing the overall quality and performance of the workforce.

If applicable, the Proposer will submit a description of the proposed subcontractors and their services. The Proposer must submit an organizational outline or chart identifying the names and titles of subcontractors, reporting relationships within the team, and identifying which functions they will be responsible to perform in relation to the Agreement.

Tab 10 Price Proposal

Each Proposer shall submit a price proposal using “Form F - Price Proposal”. A copy of this form in Microsoft Excel is provided and must be completed and submitted in Microsoft Excel electronic format.

In developing price proposals, Proposer should note that the City of Glendora will be paying for unleaded fuel costs directly to the PW Department and for CNG fuel costs as a direct pass through for the Revenue Vehicles used to provide services pursuant to this RFP. The City of Glendora will supply all Revenue Vehicles but no non-revenue vehicles or fuel for such vehicles.

The price proposal shall set forth the cost for providing the services requested in this RFP, including each of the following:

- 1) Cost per function based on the National Transit Data Base Reporting Program.
- 2) The total price and cost component information for each year of the Contract Term, including the option years.
- 3) The proposed trip rate, base cost per revenue hour and marginal cost per revenue hour for special services.
- 4) The proposed startup costs, if applicable.

Incentive Proposals

Proposer is invited to submit proposals, if any, for specific incentive provisions to be included in the Agreement. These incentives could apply to matters such as key staff retention, on-time performance, vehicle availability, condition of facilities and equipment, minimal passenger complaints, etc.

Incentives should be based on performance that clearly exceeds the requirements of the Agreement. Proposer should identify specific categories and proposed incentive dollar amounts. The City of Glendora intends to negotiate appropriate incentive provisions in its Agreement with the successful Proposer.

XI. Forms

Form A Submittal Cover Page
Form B Proposer Contact Information
Form C Addenda Acknowledgement
Form D Non-Collusion Affidavit for Contractor
Form E Staffing Plan
Form F Price Proposal

XII. ATTACHMENTS

Attachment 1 Dial-A-Ride and Shuttle Services Information and Data
Attachment 2 Vehicle List
Attachment 3 Current Maintenance Contract and RouteMatch Software Information
Attachment 4 Transportation Concepts Current Employee Information
Attachment 5 Sample Agreement and Faithful Performance Bond

**FORM A
SUBMITTAL COVER PAGE**

**RESPONSE TO REQUEST FOR PROPOSALS
OPERATION OF GLENDALE DIAL-A-RIDE**

Proposer's Company Name

Legal Structure
(corp./partner/proprietor)

Principal Office Address

City, State, Zip
Federal Employer Identification
Number

I certify that this Proposer 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; and 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. This 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.

I certify that this response fully complies with the requirements as defined in the RFP, and that I am an authorized representative of the company to bind the firm to this response to the RFP for a 120 day period.

I certify that this Proposer is NOT on the U.S. Comptroller General's list of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

Name of Authorized Representative _____

Title _____

Signature of Authorized Representative _____

Date _____

FORM B
PROPOSER CONTACT INFORMATION

Proposer

Firm Name:

Authorized Representative Name:

Authorized Representative Title:

Telephone Number:

Email Address:

Secondary Contact Name:

Secondary Contact Title:

Telephone Number:

Email Address:

Subcontractors to Proposer

Firm Name:

Address:

City, State, Zip

Authorized Representative Name:

Authorized Representative Title:

Telephone Number:

Email Address:

Work to be performed:

Firm Name:

Address:

City, State, Zip

Authorized Representative Name:

Authorized Representative Title:

Telephone Number:

Email Address:

Work to be performed:

Attach additional pages as necessary.

**FORM C
ADDENDA ACKNOWLEDGEMENT**

**CITY OF GLENDORA
OPERATIONS and Maintenance of Glendora
Dial-A-Ride and Public Transit Shuttle Services**

CONTRACTOR NAME:

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

Addendum # Signature _____

Addendum # Signature _____

Addendum # Signature _____

Addendum # Signature _____

Addendum # Signature _____

Unofficial Copy

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

(Name) declares and says:

1. That he/she is the (owner, partner, representative, or agent) of (Contractor Name), hereinafter referred to as (CONTRACTOR) or (subcontractor).
2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the City of Glendale, State of California.
3. That his/her proposal is genuine, and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONTRACTOR, firm, or person to submit a collusive or sham proposal in connection with such contract, or to refrain from submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other CONTRACTOR, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against City, or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the CONTRACTOR, or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

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

Signature of Authorized Representative _____

Date _____

Name of Authorized Representative

Title

Form E
CONTRACTOR'S PROPOSED STAFFING LEVELS AND EXPENSE

Position Type	Position Title	Full Time # of persons	Part Time # of persons	FTE Hours (2080)
General/Project Manager				
Operations Supervisor				
Maintenance Supervisor				

Average FT Hourly Rate	Average FT Annual Salary	FT % Benefits
	\$0	0.0%
	\$0	0.0%
	\$0	0.0%

Average PT Hourly Rate	PT % Benefits
\$0	0.0%
\$0	0.0%
\$0	0.0%

Safety and Training Manager				
Road Supervisor				
Dispatcher				
Scheduler				
Reservation Agent				
Vehicle Operator				
Other (specify)				
Other (specify)				

	\$0	0.0%
	\$0	0.0%
	\$0	0.0%
	\$0	0.0%
	\$0	0.0%
	\$0	0.0%
	\$0	0.0%
	\$0	0.0%

\$0	0.0%
\$0	0.0%
\$0	0.0%
\$0	0.0%
\$0	0.0%
\$0	0.0%
\$0	0.0%
\$0	0.0%

Mechanic A				
Mechanic B				
Mechanic C				
Service Worker				
Fueler				
Maintenance Clerk				
Other (specify)				
Other (specify)				

	\$0	0.0%
	\$0	0.0%
	\$0	0.0%
	\$0	0.0%
	\$0	0.0%
	\$0	0.0%
	\$0	0.0%
	\$0	0.0%

\$0	0.0%
\$0	0.0%
\$0	0.0%
\$0	0.0%
\$0	0.0%
\$0	0.0%
\$0	0.0%
\$0	0.0%

Customer Service				
Administrative				
Other (specify)				
Other (specify)				

	\$0	0.0%
	\$0	0.0%
	\$0	0.0%
	\$0	0.0%

\$0	0.0%
\$0	0.0%
\$0	0.0%
\$0	0.0%

Unofficial Copy

**Form F
PRICE PROPOSAL**

Firm Pricing for Each Year of Initial Term and all Options

	Expenses Per Functional Category				Total Yr 1 FY 2017	Yr 2 FY 2018	Yr 3 FY 2019	Yr 4 FY 2020	Yr 5 FY 2021	Option Yrs #1 FY 2022 & FY2023	Option Yrs #2 FY 2024 & FY2025
	Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration							
Labor											
Drivers' Salaries and Wages	\$0				\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Salaries & Wages	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fringe Benefits											
Health, Welfare, Leave	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Retirement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Uniform	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tool Allowance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Services											
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contract Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Temporary Labor	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Materials & Supplies											
Lubricants (excludes fuel)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tires & Tubes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Parts/Major Components	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Safety Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Training Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Rent/Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Materials & Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities					\$0	\$0	\$0	\$0	\$0	\$0	\$0
Casualty & Liability Costs					\$0	\$0	\$0	\$0	\$0	\$0	\$0
License Fees & Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous Expenses											
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Letter of Credit/Bond	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contract Overhead	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Profit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Expenses: Please Specify											
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Modal Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Estimated Annual Vehicle Revenue Hours	0
Functional/Total Cost/Revenue Hour	#DIV/0!

0	0	0	0
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

0	0
#DIV/0!	#DIV/0!

One Time Expenses					
Start- Up Expense	\$0				
Other:	\$0	\$0	\$0	\$0	\$0
Other:	\$0	\$0	\$0	\$0	\$0
Total One Time Expenses	\$0	\$0	\$0	\$0	\$0

\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0

\$0	\$0
\$0	\$0
\$0	\$0

ATTACHMENT 1

Dial-A-Ride and Shuttle Information

*All information is current however is subject to change before contract term start and throughout the contract term.

Unofficial Copy

Glendora Mini-Bus Dial-A-Ride Rider's Guide

Reservations and Cancellations
(626) 914-8233

If you are having a
medical emergency:

CALL 911

Unofficial Copy

The Glendora Mini-Bus, Dial-A-Ride
program is administered by:
City of Glendora
Community Services Department
Transportation Division

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Glendora Mini-Bus Service Hours

Monday through Friday

- 8:00 am to 5:00 pm

Saturday and Sunday

- 9:00 am to 2:00 pm

Service is not available on the following holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Glendora Mini-Bus Fare Information

One-Way Fare within the City of Glendora (Regular and Medical Trips) : **\$0.50**

One-Way Fare to or from medical appointments within Covina, San Dimas and Azusa: **\$0.50**

One-Way Fare to or from medical appointments outside of normal boundaries—Baldwin Park Kaiser, West Covina, La Verne, Pomona, and City of Hope in Duarte: **\$4.00**

If you need to travel to any other location for medical appointments please call our dispatch line to inquire about possible transportation to areas not listed above. Accommodations are not guaranteed.

Welcome to Glendora Mini-Bus

Now that you are signed up for the Glendora Mini-Bus program, it is important to learn how to use our system. This guide will help explain how to:

- Schedule (and if necessary cancel) your ride
- Wait for your ride
- Help make sure your trip is pleasant!

We hope that this guide will answer all of your questions, however if it does not, please don't hesitate to contact the Transportation Division at 626-852-4814.

What We Are

Paratransit Service: Glendora Mini-Bus is a shared ride transportation service administered by the City of Glendora, Community Services Department. Glendora Mini-Bus serves City of Glendora residents who are 55 years of age or older, as well as residents who are younger than 55 who are unable to independently use the public transportation system due to permanent disability.

A trip on Glendora Mini-Bus may take as long as it would on a bus or train. The vehicle's route may not be direct to your destination due to shared rides, traffic, and other factors.

Our Service Area: Glendora Mini-Bus operates within the service area outlined below. This area covers all of the City of Glendora and some points just outside the City border.

Northern Boundary: Glendora Foothills

Southern Boundary: Arrow Hwy.

Western Boundary: Barranca Ave. or Citrus Ave.

Eastern Boundary: Valley Center Ave. or Amelia Ave.

Trips outside of the service area are allowed only for medical appointments. These trips must be to *licensed medical facilities* during normal business hours.

Giving You Independence: Glendora Mini-Bus helps you independently get to wherever you need to go within the City of Glendora:

- To visit friends
- To keep a doctor's appointment
- To a store
- To a place of worship
- To take a class
- To see a movie

And anywhere else you wish to go!

Please note that under federal law (the Americans with Disabilities Act), all destinations must be treated as equal. For example, a person who needs to visit the doctor cannot get a quicker pick-up or a faster ride than a person who wants to visit a friend.

What We Are Not

- We are not a medical transportation service.
- We are not like a private taxi because we must be called at least 48 hours in advance and your ride will likely be shared with others.
- We are not a door to door or door thru door service.

For other transportation options, see page 21 or call The City of Glendora Transportation Division at 626-852-4814

How to Ride

Getting Started

Understanding Service: You must schedule your ride at least 48 hours in advance. For example, if you would like to ride somewhere on Friday you must call by Wednesday to make a reservation. You may make reservations up to two weeks in advance. During each call you may book one trip or up to 4 one-way trips.

Understanding the One-Hour Reservation Window:

It is impossible to pick up everyone who needs a ride at exactly the time they would like; therefore we have a one-hour reservation window. This means that the Reservationist can offer you a pick-up time up to one

hour before or after your requested time. For example, if you ask for a pick-up at 9am, you can be offered a trip between 8am and 10am. There is no guarantee that a ride will be available at the exact time that you wish to travel.

Call the reservation line at least 48 hours before you need a ride. The line is open every day during office hours!

Understanding Pick-Up Times: Glendora Mini-Bus has a 10 minute pick-up window. That means that a vehicle is considered on time if it arrives at the pick-up location 10 minutes past the scheduled pick-up time. For example, if you have a pick-up time at 11am the vehicle can arrive any time between 11am and 11:10am and still be considered “on-time”.

Understanding Curbside Pick-Ups: Glendora Mini-Bus is a curb-to-curb service. Riders must meet the Glendora Mini-Bus vehicles at the curb. Drivers cannot leave the vehicle to come to your door or enter a building. In most cases, our vehicles will not be able to enter private driveways or gated communities. If you need assistance getting to and from a pick-up or drop-off curb, please be prepared to rely on a Personal Care Assistant (PCA). Drivers will wait for you in front of or as

close as possible to your scheduled pick-up location.

Glendora Mini-Bus will refuse service to a specific location if the location cannot safely accommodate the vehicle. This includes alleys, narrow driveways or dead end streets and underground parking.

All Glendora Mini-Bus participants are responsible for being at the curb when the vehicle arrives for your scheduled pick up time.

Understanding Wait Times: Glendora Mini-Bus drivers are required to wait only five (5) minutes for you to arrive at the curb. If the driver is early, the five (5) minute wait time begins at your scheduled pick-up time.

Understanding ‘Rider No-Shows’: When riders do not show up for a scheduled ride, time and valuable resources that could have helped other riders are lost. A rider No-Show occurs when:

- You cancel a trip less than one hour before your scheduled pick-up time
- or-
- You do not show for a scheduled ride within 5 minutes of the driver arriving as long as the driver has arrived within the 10 minute pick-up window.

It is not considered a Rider No-Show if the driver arrives after the 10 minute pick-up window, regardless if you are there or call to cancel the trip.

A person who has six (6) or more Rider No-Shows in 90 days may be suspended for a period of time. Written notice will be sent to the participant before action is taken. If the Rider No-Show is for a good cause and/or due to the circumstances beyond your control, you may request that it be removed from your record by calling the Transportation Division to explain.

Understanding Trip Changes and Cancellations: If you would like to request a change or cancellation for a trip you have already scheduled, please call the reservation line. Glendora Mini-Bus is not required to accommodate trip change requests on the day of the trip.

When you discover you cannot take an already scheduled trip, please call the reservation line to cancel the trip as soon as possible. Please be prepared to give the reservationist your name, address and scheduled pick-up time. If you cancel your trip less than one hour before your scheduled pick-up you may be considered a No-Show.

Planning for Your Ride

How to Schedule Your Ride

To schedule a trip on Glendora Mini-Bus remember to call the reservation line at least two days before you would like to ride. The reservation line is open during regular business hours.

Reservation Line: (626) 914-8233

When you call the reservation line you will reach a reservationist who will be able to schedule your requested rides. Please have the following information prepared for your reservationist:

- Your full name
- Day and time you would like to be picked up
- Exact pick-up address and drop off address
- Whether you will be traveling with a mobility device or service animal
- If you will be traveling with a Personal Care Assistant
- The time you would like to schedule your return trip should you need one

Remember to always ask to schedule a return trip. Return trips are not scheduled automatically.

Paying for Your Ride

Fare must be paid at the time you enter the vehicle with **exact** cash fare or Glendora Mini-Bus pre-paid fare tickets. Drivers do not have the ability to give change. All riders must pay the designated fares for their trip; fare evasion will be reported and may lead to a suspension of riding privileges or termination of service.

**Reminder: Drivers are not allowed to accept tips!
Please do not offer.**

Day of Your Ride

Who and What You Can Take on the Vehicle

- A service animal
- A personal care assistant (The personal care assistant rides for free.)
- A limited number of packages– a maximum of three (3) packages equivalent to the size of plastic grocery bags per passenger and must be controlled by the passenger at all times during the ride. Combined weight must not exceed twenty-five (25) pounds. You may bring more than three (3) packages or a package that exceeds twenty-five (25) pounds if

you are able to maintain control of your package at all times. You may ask the driver to assist you in loading and unloading your packages curbside but please do not ask the driver to carry packages to your door.

- Pets that are not service animals may travel on Glendora Mini-Bus only if the animal is in a properly secured cage or container that meets the guidelines of the package policy and does not jeopardize the health and safety of others. The driver cannot assist in loading or unloading the cage or container.

What You Cannot Take on the Vehicle

- Hazardous materials, including weapons of any kind, explosives, corrosive liquids and flammable materials.
- Packages that you cannot keep control of during your ride.
- Packages that are larger than the equivalent of three (3) plastic grocery bags or that weigh more than 25 pounds in total.
- A pet that is not a service animal and is not in a secured cage or container.

Waiting for the Vehicle

Remember that the driver cannot leave the vehicle to enter a building or even come to the front door. You must be at the curb for your pick-up. If you need help getting to the curb, please be prepared to have a personal care assistant, relative or friend available to help you.

Remember that there is a 10 minute pick-up window.

If it has been 10 minutes after your pick-up time and the vehicle has not come, please call the dispatch line at 626-914-8233 for an estimated time of arrival.

Boarding the Vehicle

Fares: You must pay the exact fare with cash when you board the vehicle. Remember that drivers do not carry change!

Help from the Driver: You are responsible for getting to, into and out of the vehicle. Drivers will offer assistance as you get on and off the vehicle and in using the vehicle securement devices, however they are not able to lift you or carry you nor will they accompany you to or from locations away from the vehicle. If you need assistance we do not provide, please make sure to sign-up with a personal care assistant or be sure to have someone available at the pick-up or drop-off location to help you.

Ramps and Lifts: All Glendora Mini-Bus vehicles have either ramps or lifts available. If necessary, you may board the vehicle while standing on the lift and if requested, the driver will ride on the lift with you to ensure your safety.

Securement on a Vehicle: Only drivers may position and secure riders using wheelchairs or mobility devices in a forward-facing position. Items such as folded walkers, folded shopping carts, and oxygen tanks must be secured. All riders must wear a seatbelt or be properly secured at all times. If you refuse to wear a seatbelt, or if you refuse to have your wheelchair or items secured, you may be refused service and subject to suspension.

CODE OF CONDUCT

Glendora Mini-Bus has a list of common sense rules to ensure the safety and comfort of all passengers and drivers. Violation of the Code of Conduct may lead to a suspension of services for a period of time. The Code of Conduct includes:

- No abusive, threatening or obscene language or behavior including sexual harassment towards riders, drivers, passengers or other employees.

- Removing or refusing to wear a seatbelt.
- Patterns of behavior that infringe on the rights of other riders, such as boarding a vehicle without a reservation.
- No deliberate fare evasion.
- Rider must maintain acceptable standards of personal hygiene.
- No eating, drinking, or smoking on vehicles.
- No riding under the influence of alcohol or illegal drugs.
- No weapons, firearms, explosives, flammable material, or corrosive liquids on vehicles.
- No operating or tampering with any Glendora Mini-Bus equipment (driver's 2-way radio, Mobile Data Terminal, etc.) on board a vehicle.
- No radios, cassette tape players, compact disc players or other sound generating equipment (except devices used for communication purposes) are to be played aboard the vehicles. Riders may use such equipment with headphones.
- **IMPORTANT!** Any rider engaging in physical assault or other illegal behavior may be subject to immediate suspension, and possible criminal prosecution.

Other Rules:

- The driver is not allowed to change a drop-off location.
- Drivers are not allowed to accept tips. If you had a good experience, we encourage you to contact the City of Glendora, Transportation Division at **626-852-4814**.

Other Important Information

Vehicles: IMPORTANT! All Glendora Mini-Bus vehicles have the Glendora Mini-Bus logo on both sides and rear and are labeled "Glendora Mini-Bus". If any taxi claims to be picking you up for Dial-a-Ride do not accept the ride. Immediately call the Transportation Division to report the incident.

Changing Your Trip: If you want to change a trip you have scheduled, please call the reservation line ahead of your scheduled trip time. Glendora Mini-Bus is not required to make changes on the day of your trip.

Trips to Drop Something Off or Pick Something Up: Even if all you need to do is drop something off or pick something up, the driver is not able to wait for you. You need to schedule two separate trips.

Size of Your Mobility Device: Glendora Mini-Bus will make every attempt to accommodate “common” wheelchairs, scooters and other mobility devices using the definition of the ADA. Glendora Mini-Bus may not be able to accommodate devices larger than these dimensions:

- Exceed 30 inches wide;
- 48 inches long;
- And 600 pounds in total weight (rider and mobility device).

IMPORTANT! If you forget to inform the reservationist that you use a mobility device or you change to another mobility device without informing Glendora Mini-Bus, the vehicle dispatched for the scheduled trip may not be able to accommodate you.

Change of Information: Please notify the transportation Division if your name, home address, mailing address, phone number, mobility device or any other personal information changes.

Lost and Found: Glendora Mini-Bus is not responsible for lost or damaged items. If you leave an item on a Glendora Mini-Bus vehicle, call and inform the reservationist. If the item is located, you may schedule a Next

Day ride to pick up the item. All lost and found articles are disposed of after 60 days.

Personal Care Assistants (PCAs): Physical or cognitive Personal Care Assistants may be necessary for a rider to use the curb-to curb service.

Physical assistance would include:

- Assistance in boarding or disembarking that would require physical contact.
- Assistance in carrying personal belongings from the curb to the door.
- Assistance in reaching the curb from the door.

Cognitive assistance would include:

- Location or time orientation beyond what would normally be expected in a transit employee’s daily practice of providing route assistance.

Physical assistance PCAs must be at least 16 years of age and in good physical condition. Cognitive assistance PCAs must be at least 10 years of age, weigh more than 60 pounds and be capable of orienting the rider to time or location.

Other Transportation Options

In addition to Glendora Mini-Bus, there are other options within the San Gabriel Valley that can be more flexible, convenient and less expensive than Glendora Mini-Bus.

Ride the Bus: There are many different Foothill Transit lines that run through Glendora. The City of Glendora Transportation Center located at 410 E. Dalton Avenue has the ability to sell monthly Foothill Transit and Metro passes as well as stored value TAP cards. For more information on pricing and types of passes sold, please contact the Transportation Division at 626-852-4814.

A valid senior/disabled TAP card must be obtained before the Transportation Center can sell you a monthly bus pass for either Foothill Transit or Metro. You can apply for a TAP card at:

Foothill Transit
100 S. Vincent, 2nd Floor
West Covina, CA 91791

Or you can send an application to:

TAP Service Center
PO Box 811310
Los Angeles, CA 90081

Access Services: This is the designated ADA Para-transit service for Los Angeles County. Access Services provides transportation in the entire Los Angeles County area whereas Glendora Mini-Bus is focused on serving only the City of Glendora. Individuals who qualify for Access have the added benefit of riding the public transit system for free by presenting a valid ID Card. Access Services uses a screening procedure to define eligibility. Please call 1-800-827-0829 for more information on how to sign up for Access Services.

Frequently Asked Questions

May I reserve more than one trip at a time?

Yes, you may reserve up to 4 one way trips in a single phone call.

I reserved a return trip from my doctor's office for 3pm but my appointment ended early. When I called dispatch they said I would have to wait until 3pm for a pick-up.

Our Glendora Mini-Bus dispatchers will try their best to send an available vehicle to pick you up if your appointment is finished earlier than expected, however we may not always be able to reschedule. In many cases you may need to wait until your already scheduled pick-up

time. This is why we ask you to schedule for the latest time you think you will be ready.

What if the vehicle doesn't arrive on time?

First, be sure that you have waited the 15 minutes past your scheduled pick up time. If the vehicle has still not arrived, call the dispatch line and ask for an estimated time of arrival. It is always good practice to call the dispatch line to confirm your appointments for the day!

How can I tell if the vehicle is a Glendora Mini-bus vehicle?

All Glendora Mini-Bus vehicles have the Glendora Mini-Bus logo on each side, rear and are labeled "Glendora Mini-Bus". If any other vehicle, including a taxi, claims to be picking you up for Dial-a-Ride do not accept the ride. Immediately call the City of Glendora, Transportation Division to report the incident.

Why did the vehicle travel a route that did not make sense?

Glendora Mini-Bus is a shared rider service. You will most likely not be traveling directly to your end destination. A Glendora Mini-Bus trip may take as long as a similar trip on a bus or train. Your trip time will usually be longer than if you traveled by car or took a taxi. If you feel your trip was too long, please file a complaint.

Improving Glendora Mini-Bus

Filing a Complaint

Why Should I File a Complaint?: It is important to file a complaint when you feel you have experienced poor service. It will help the Transportation Division to:

- Improve your service.
- Improve the service of others.
- Identify problems that need to be fixed.

When Should I file a Complaint?: You should file a complaint when you experience any of the following service problems:

- Late pick-ups or "no-shows"
- Issues related to the use of a service animal
- Problems or mistakes in placing a reservation—Please remember that not receiving a ride at the exact time you wish to ride does not indicate a trip denial. You should be offered alternate ride times by a reservationist. If you are unhappy with the ride times that have been offered, this is not an indication of a trip denial. A trip denial occurs when you cannot book any ride the next day, not when you cannot book your desired time.

- Inappropriate conduct of drivers, reservationists or other personnel
- Incorrect fare is charged
- Inaccessible vehicles
- Excessive travel time for a trip
- Suspected violations of any law (including but not limited to criminal laws and anti-discrimination statutes like the ADA and the Unruh Act.)
- Suspected violations of Glendora Mini-Bus policy
- Abuse of the system by other riders

There is no limit on the number of complaints you can file. Complaints are taken seriously and staff time is devoted to their investigation and resolution.

How Do I File a Complaint?: Complaints can be filed either by calling or writing to the City of Glendora, Transportation Division.

Call: 626-852-4814
Email: jgarcia@ci.glendora.ca.us
Write: City of Glendora
 Transportation Division
 116 E. Foothill Blvd
 Glendora, CA 91741

What Information Should I Include In My Complaint?

Complaints should be filed as soon as possible and should include the following information:

- Name and contact information in case we need to clarify anything in your complaint.
- Date, time and location of the incident
- Name of any other people involved (reservationist, driver, friends or family members who witnessed the problem, etc.).
- A summary of the problem or event that occurred and any harm it may have caused you.
- Your preference on how you would like a response (ex. phone call or writing).

What if someone retaliates against me?: Glendora Mini-Bus does not tolerate retaliation against riders. If you file a complaint and later feel you are retaliated against, please file another complaint concerning the retaliation and it will be addressed accordingly.

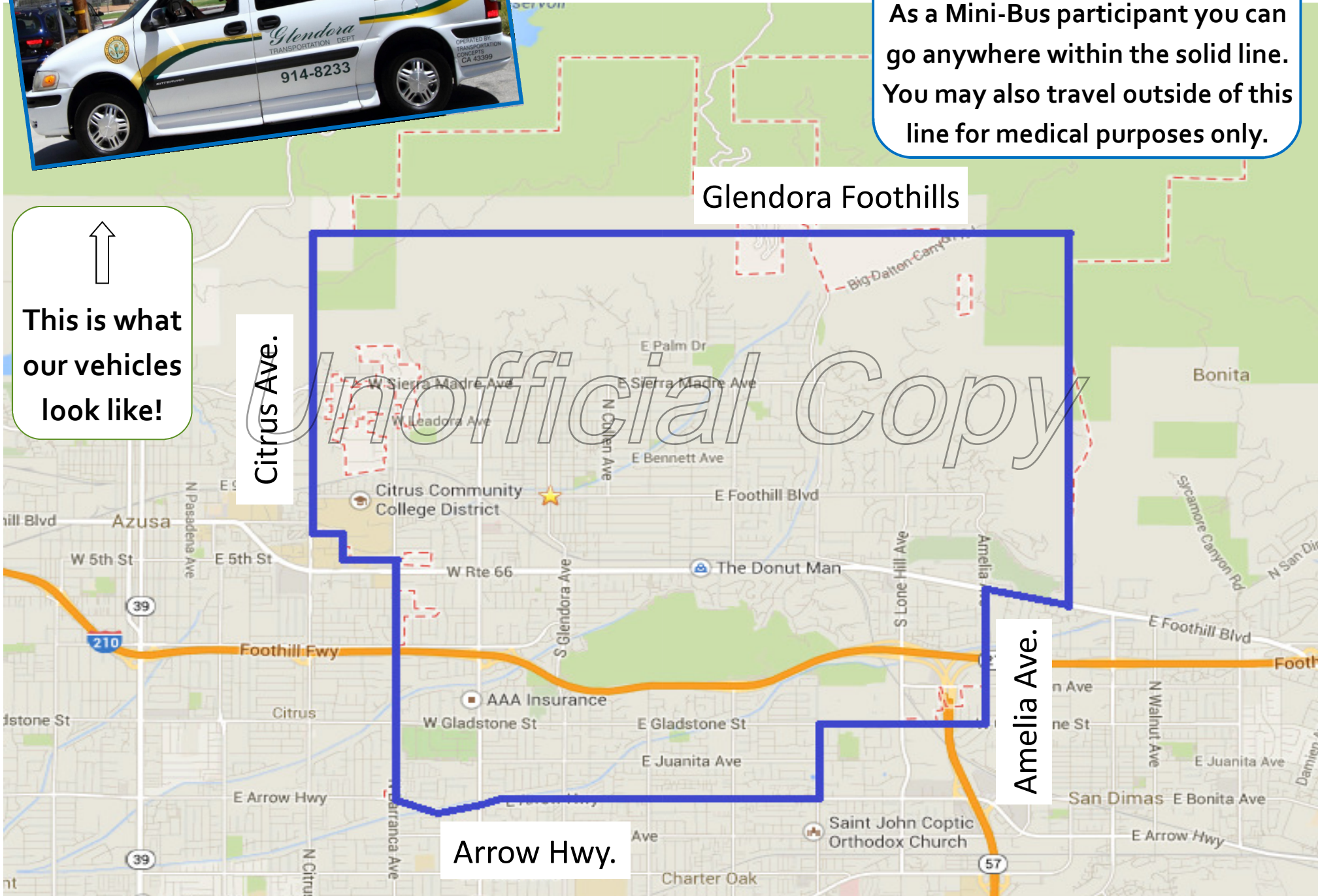
You Have the Right to File a Complaint with the Federal Transit Administration:

Federal Transit Administration Office of Civil Rights
 400 7th Street S.W. Room 9102
 Washington, D.C. 20590
 1-888-446-4511



The solid blue line outlines the Glendora Mini-Bus Service Area. As a Mini-Bus participant you can go anywhere within the solid line. You may also travel outside of this line for medical purposes only.

↑
This is what our vehicles look like!



Glendora Foothills

Citrus Ave.

Amelia Ave.

Arrow Hwy.

Unofficial Copy



Enjoy your ride!
www.ci.glendora.ca.us

City of Glendora | Transportation Division

Office: 410 E. Dalton Avenue

Mailing: 116 E. Foothill Blvd.

Glendora, CA 91741

Phone Contacts

Dispatch: 626-914-8233

Justine Garcia: 626-852-4814

jgarcia@ci.glendora.ca.us

Transportation Programs Analyst

Metro

Bus & Rail Transit Information:

323-GO-METRO (323-466-3876)

www.metro.net

Foothill Transit

1-800-RIDE-INFO (800-743-3463)

www.foothilltransit.org

Access Services

1-800-827-0829

www.accessla.org

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NEW SERVICE ANNOUNCEMENT!

GLENDORA GOLD LINE SHUTTLES

Just 50¢ a ride! Shuttle will run every 30 minutes along two different routes during the AM and PM peak commute hours. Our vehicles are also equipped with bike racks!

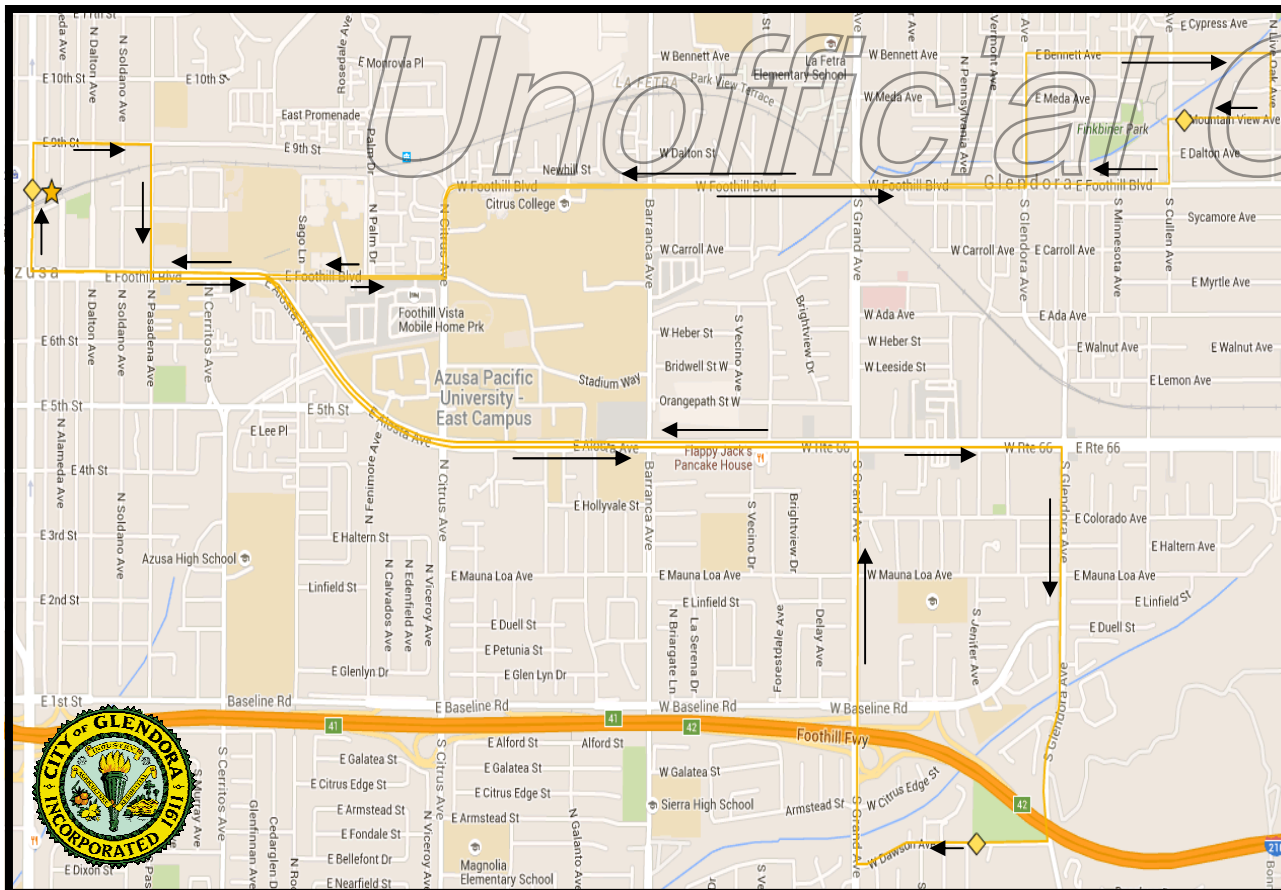
NORTH ROUTE—Transit Parking Plaza @ Mountain View & Cullen Avenues to DT Azusa Station

- Parking lot is located just north of Foothill Blvd off of Cullen Avenue on Mountain View Avenue.
- 59 parking spaces are available on a first come first serve basis. No permit required.
- As a courtesy to Finkbiner Park and La Fetra Center Patrons, please do not park along Dalton Avenue west of Cullen Avenue.

SOUTH ROUTE—Crowther Teen & Family Center to DT Azusa Station

- Parking lot entrance is located just west of the tennis courts. As a courtesy to Teen Center and Golf Course Patrons, please do not park in the main Teen Center parking lot.
- 98 parking spaces are available on a first come first serve basis. No permit required.
- Shuttle stop is located on Dawson Avenue by the tennis courts.

For additional information please contact Justine Garcia at jgarcia@cityofglendora.org or 626.852.4814.



NORTH AM	Transit Parking Plaza Mountain View and Cullen Avenues	DT Azusa Gold Line Station
	4:45am	5:00am
	5:15	5:30
	5:45	6:00
	6:15	6:30
	6:45	7:00
7:15	7:30	
7:45am	8:00am*	
NORTH PM	DT Azusa Gold Line Station	Transit Parking Plaza Mountain View and Cullen Avenues
	4:00pm	4:15pm
	4:30	4:45
	5:00	5:15
	5:30	5:45
	6:00	6:15
6:30	6:45	
7:00pm	7:15pm*	
SOUTH AM	Crowther Teen & Family Center	DT Azusa Gold Line Station
	5:00am	5:15am
	5:30	5:45
	6:00	6:15
	6:30	6:45
	7:00	7:15
7:30	7:45	
8:00am	8:15am*	
SOUTH PM	DT Azusa Gold Line Station	Crowther Teen & Family Center
	4:15pm	4:30
	4:45	5:00
	5:15	5:30
	5:45	6:00
	6:15	6:30
6:45	7:00	
7:15pm	7:30pm*	

*Drop off only

*Drop off only

Metrolink Shuttle Schedule - Effective April 4, 2016

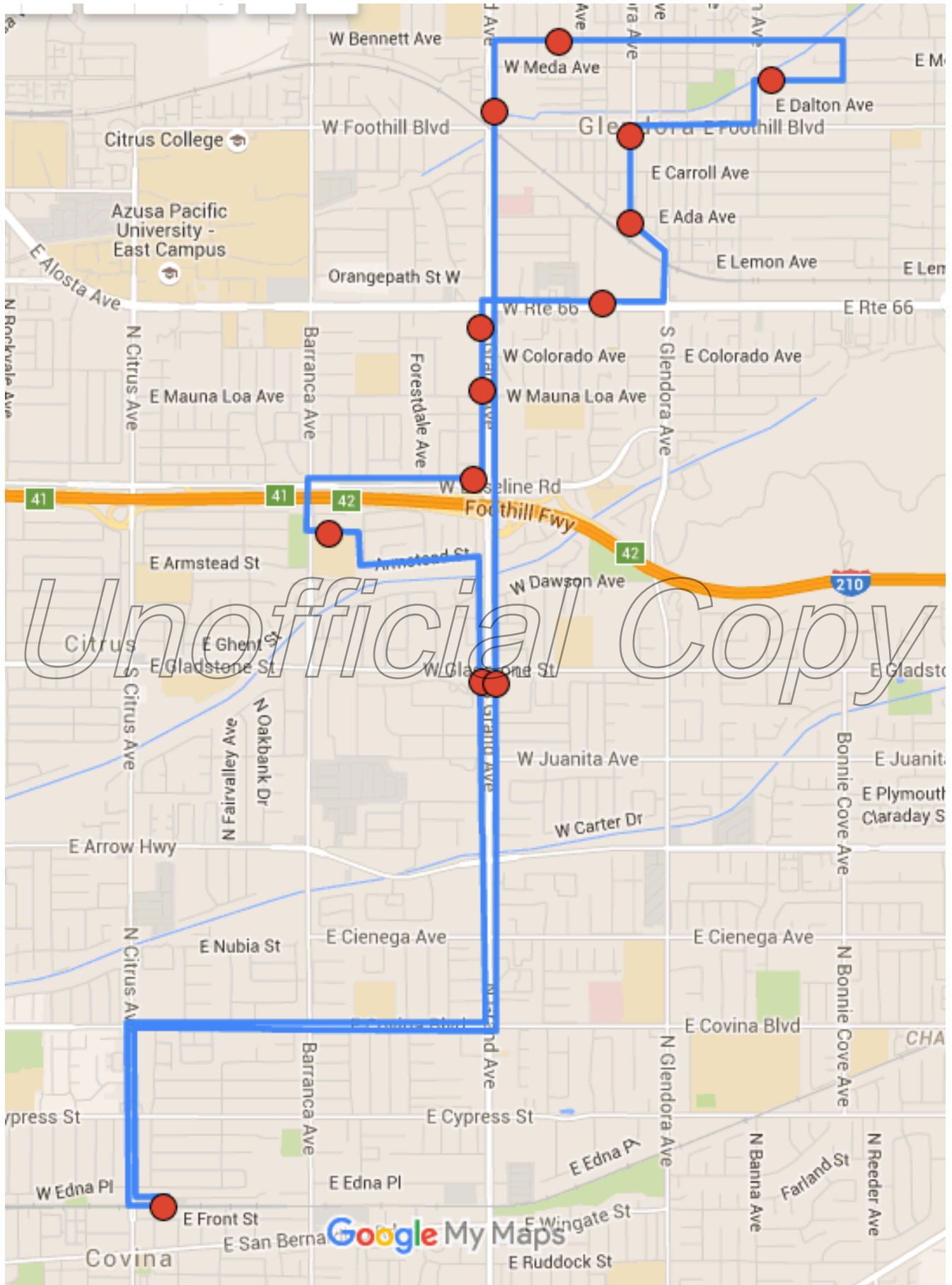
Shuttle Departs Glendora Transit Parking Plaza	Glendora @ Ada	Grand @ Mauna Loa	Azusa Adult (Galatea St.)	Grand @ Gladstone	Arrive @ Metrolink Station	TRAIN TIME	*Depart Metrolink Station	Grand @ Gladstone	Grand @ Mauna Loa	Bennett @ Washington	Arrive Transit Parking Plaza
AM SHUTTLE RUNS											
5:10	5:12	5:16	5:20	5:25	5:35	5:39	5:43	5:53	5:56	6:01	6:03
6:08	6:10	6:14	6:18	6:23	6:33	6:37	6:41	6:51	6:54	6:59	7:01
7:03	7:05	7:09	-	7:13	7:23	7:27	7:31	7:41	7:44	7:49	7:51
7:52	7:54										
PM SHUTTLE RUNS											
-	-	-	-	-	-	4:15	4:19	4:29	4:32	4:37	4:40
4:46	4:48	4:52	*	4:56	5:06	5:10	5:12	5:20	5:23	5:28	5:30
5:31	5:33	5:37	*	5:41	5:50	5:40	5:51	6:00	6:03	6:08	6:10
6:11	6:13	6:17	*	6:21	6:30	6:00 6:22	6:31	6:40	6:43	6:48	6:50

Shuttle Arrives **AFTER** Train Arrival

Drop off only

* May depart early.

Metrolink Shuttle Route

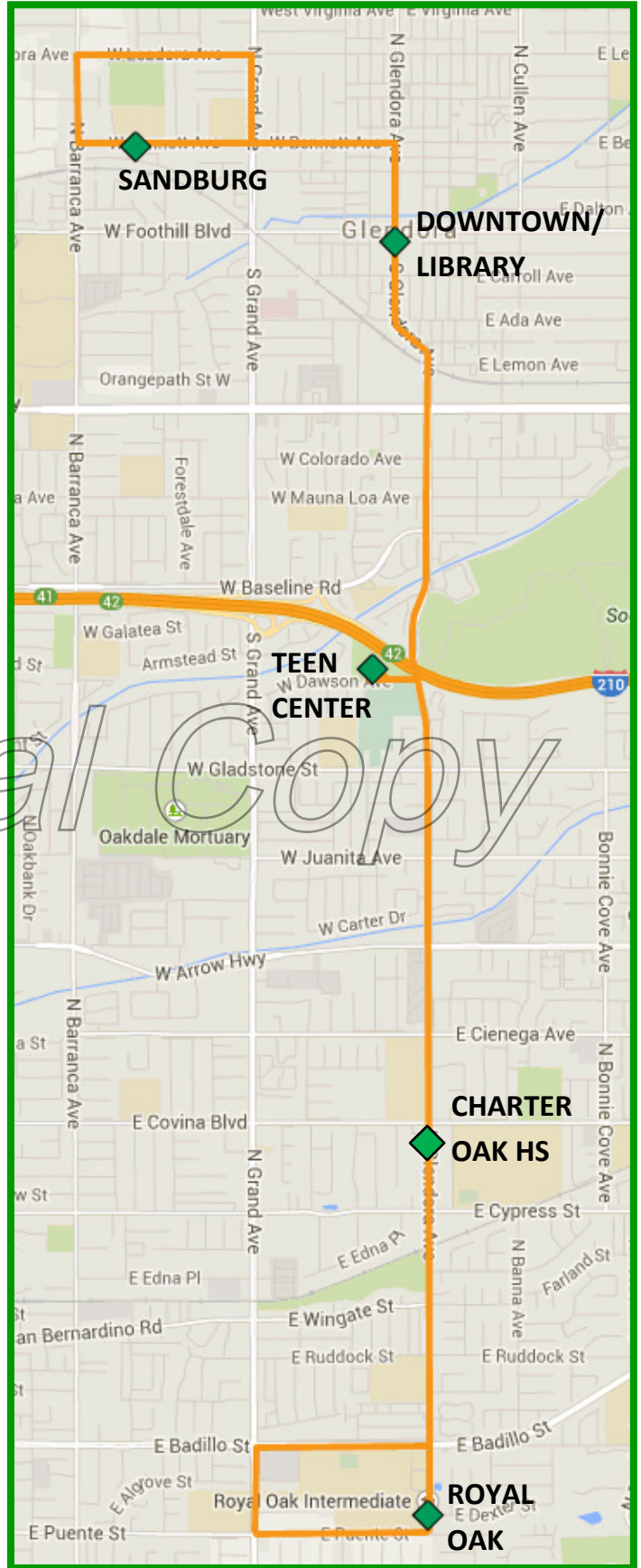


ORANGE LINE

<u>STOP</u>	<u>RUN 1</u>	<u>RUN 2</u>
Sandburg	2:35 PM	3:08 PM
Downtown/Library	2:39 PM	3:12 PM
Teen Center	2:43 PM	3:16 PM
Royal Oak	2:50 PM	3:23 PM
Charter Oak HS	2:53 PM	3:26 PM
Teen Center	2:58 PM	3:31 PM
Downtown/Library	3:02 PM	3:35 PM

Stop Locations:

- Sandburg : South side of Bennett near school crosswalk.
- Downtown/Library: S/W and S/E Corners of Glendora Ave. and Foothill Blvd.
- Teen Center: Front Parking Lot
- Royal Oak : West side of Glendora Avenue @ Dexter St.
- Charter Oak HS: East side of Glendora Avenue @ Covina Blvd.



GREEN LINE

<u>STOP</u>	<u>RUN 1</u>	<u>RUN 2</u>
Goddard	2:33 PM	2:52 PM
GHS	—	2:55 PM
Downtown/Library	2:40 PM	2:59 PM
Teen Center	2:44 PM	3:03 PM
Downtown/Library	2:48 PM	—

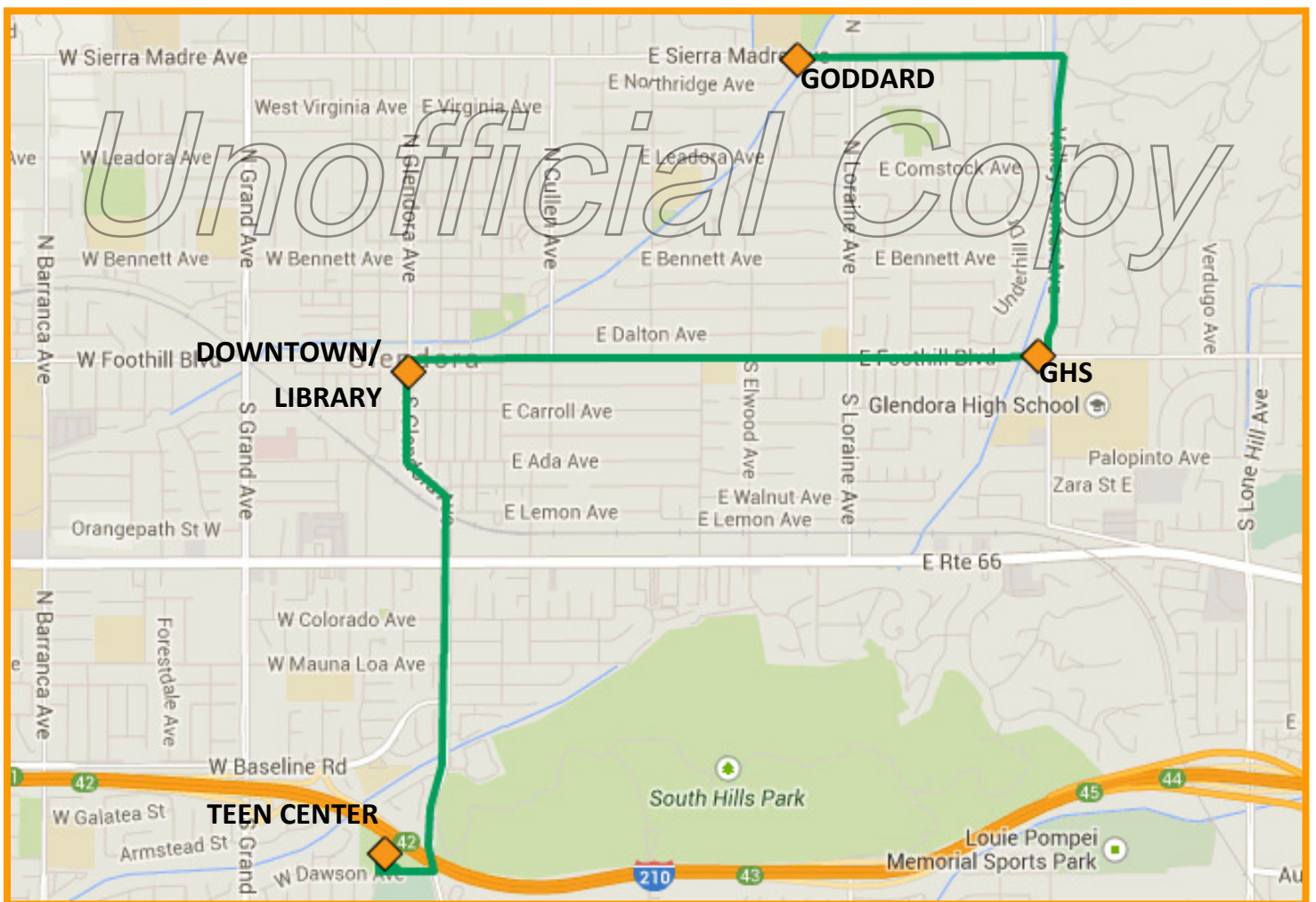
Stop Locations:

Goddard: South side of Sierra Madre @ Northridge Ave

GHS: N/W corner of Foothill Blvd and Valley Center Ave.

Downtown/Library: S/W and S/E Corners of Glendora Ave. and Foothill Blvd.

Teen Center: Front Parking Lot



FY15-16 Service Data (YTD)

DAR

FY 15-16	july	august	sept	oct	nov	dec	jan	feb	mar	apr	may	june	Averages
Total Vehicle Miles	8992	9150	9379	9119	8170	8512	9001	9142	9657	9127			9024.90
Vehicle Revenue Miles	8474	8614	8962	8509	7564	8196	8341	8849	9413	8450			8537.20
Total Vehicle Hours	1016.74	958.2	944.93	918.6	937.79	1106.42	1135.73	1105.12	1122.1	1008.96			1025.46
Total Revenue Hours	844.38	796.01	786.26	771.71	781.36	920.46	927.38	889.53	959.15	831.25			850.75
Passenger Trips	2285	2263	2314	2413	1992	2237	2215	2322	2510	2424			2297.50
Passengers per VRH	2.71	2.84	2.94	3.13	2.55	2.43	2.39	2.61	2.62	2.92			2.71

Metrolink Commuter Shuttle

FY 15-16	jul	aug	sept	oct	nov	dec	jan	feb	mar	apr	may	june	Averages
Total Vehicle Miles	2963	2795	2800	3215	2800	3109	2888	3031	3392	1669			2866.20
Vehicle Revenue Miles	2927	2791	2793	3212	2798	3107	2887	3030	3382	1651			2857.80
Total Vehicle Hours	241.85	225.73	229.21	288.37	254.07	281.86	264.49	278.92	307.35	143.13			251.50
Total Revenue Hours	232.61	217.85	225.37	273.07	240.7	268.8	248.77	260.79	286.1	124.57			237.86
Passenger Trips	444	483	448	582	402	605	595	755	603	329			524.60
Passengers per VRH	1.91	2.22	1.99	2.13	1.67	2.25	2.39	2.9	2.11				1.96

Midday Teen Center Shuttle

FY 15-16	july	aug	sept	oct	nov	dec	jan	feb	mar	apr	may	june	Averages
Total Vehicle Miles		414	695	667	470	496	623	622	592	630			578.78
Vehicle Revenue Miles		396	644	625	437	487	605	590	573	611			552.00
Total Vehicle Hours		29.23	47.4	48.38	37.92	33.47	52.4	46.82	52.42	45.5			43.73
Total Revenue Hours		27.12	45.05	46.6	35.27	30.22	46.22	42.74	42.32	41.72			39.70
Passenger Trips		669	1889	1770	1290	1141	1410	1587	1508	1727			1443.44
Passengers per VRH		24.67	41.93	37.98	36.57	37.76	30.51	37.13	35.63	41.4			35.95

Gold Line Commuter Shuttle

FY 15-16	july	aug	sept	oct	nov	dec	jan	feb	mar	apr	may *	june	Averages
Total Vehicle Miles										2937	2050		2493.50
Vehicle Revenue Miles										2889	2020		2454.50
Total Vehicle Hours										297.99	207		252.50
Total Revenue Hours										263.02	196		229.51
Passenger Trips										366	464		415.00
Passengers per VRH										1.39	2.37		1.88

*As of 5/19/16; rev. miles and hours estimated.

City Owned Vehicle List

Veh #	Year	Make / Model	VIN Number	Mileage
307	2010	Dodge Grand Caravan	2D4RN4DE2AR420522	95758
308	2008	Chevrolet Amerivan	1GBDV13W68D206599	92436
309	2008	Chevrolet Amerivan	1GBDV13W48D207816	96554
310	2011	Dodge Grand Caravan	2D4RN4DG2BR794972	69997
311	2012	Dodge Caravan	2C4RDGB4CR322603	57177
312	2014	Dodge Grand Caravan	2C7WDGB2EZ2200323	33361
416	2007	Eldorado Aerotech	1FDXE45S56DA85805	170323
418	2011	Ford El Dorado	1FDAF5GY0BEC71976	63521
419	2014	Ford Aerostar	1FD4E457EDA88861	55609
420	2015	Ford Starcraft	1FD4E4FS7GDC03946	9246
421	2015	Chevrolet Arboc	1GB6G5BG9F1248848	1113

CITY OF GLENDORA

AGREEMENT FOR AUTOMOTIVE MAINTENANCE/REPAIR SERVICES

THIS AGREEMENT made and entered into this 18th day of November, 2014, between the CITY OF GLENDORA", a municipal corporation, hereinafter referred to as 'City' and "CERTIFIED AUTOMOTIVE SPECIALISTS", hereinafter referred to as "Contractor". Contractor shall commence its services under this Agreement on the 24th of November 2014 and will continue until the 31st of August 2016 with two (2) one year extension options. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **SCOPE OF SERVICES.** Contractor agrees to perform the services set forth in Exhibit A 'SCOPE OF SERVICES' and made a part hereof. PMI service will be performed at the flat rate of **\$49.95-Schedule A; \$115.95-Schedule B; and \$341.95-Schedule C per minivan and \$179.95-Schedule A; \$270.95-Schedule B; and \$586.95-Schedule C per cutaway and \$249.95-Schedule A; \$364.95-Schedule B; and \$753.95-Schedule C per CNG cutaway** as stated in the bid packet (refer to Exhibit B for all services included in PMI). Contractor also agrees to perform Major Brake Service for both Cutaways and Minivans, which includes replacement of pads, turning drums and/or rotors, packing bearings and replacing wheel seals at the quoted flat rate of **\$259.95 for minivans and \$465.95 for cutaways**. In-service calls for vehicle breakdowns will be at a flat rate of **\$100/incident**. Any additional work to be billed outside of the above stated 'Scope of Services' shall be billed at the quoted standard hourly labor rate of **\$104.29** per hour excluding necessary parts. The Contractor shall perform all of these services to the satisfaction of the City. Contractor represents and warrants that it has the qualifications, experience and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law. Contractor shall maintain a master technician under Contractor's employment and on site while performing the services provided herein.

2. **STATUS OF CONTRACTOR.** Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Contractor shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City except information or reports required by government agencies to enable Contractor to perform its duties under this Agreement.

3. **CONTRACTOR'S KNOWLEDGE OF APPLICABLE LAWS.** Contractor shall keep themselves informed of applicable local, state and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Contractor shall observe and comply with all such laws and regulations affecting its employees. City and its officers and employees shall not be liable at law or in equity as a result of any failure of Contractor to comply with this section.

4. PERSONNEL. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services hereunder and shall obtain the approval of the Director of Community Services of all proposed staff members performing services under this Agreement prior to any such performance.

5. COMPENSATION AND METHOD OF PAYMENT. Compensation and reimbursement to the Contractor shall be as set forth in Exhibit A hereto and made a part hereof. **The total compensation shall not exceed Forty Thousand Dollars (\$40,000.00), per fiscal year, unless additional compensation is approved in writing by the City Council or City Manager.** Payments shall be made within thirty (30) days after receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. ADDITIONAL SERVICES OF CONTRACTOR. This contract will be implemented by the City in cooperation with Transportation Concepts. Transportation Concepts will provide direct oversight for all maintenance matters and act as liaison between the maintenance provider and city staff. It will be city staff's responsibility to review and approve all expenditures; however, Transportation Concepts project manager and maintenance supervisor will evaluate and approve all PMI work as well as any additional or extraordinary expense recommended by contractor prior to further action being taken by contractor.

Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the Director of Community Services or her designee. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by Director of Community Services or her designee and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

7. ASSIGNMENT. All services required hereunder shall be performed by Contractor, its employees or personnel under direct contract with Contractor. Contractor shall not assign to any subcontractor the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of the Director of Community Services or her designee.

8. FACILITIES AND RECORDS. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

9. TERMINATION OF AGREEMENT. This Agreement will terminate on August 31, 2016, unless otherwise extended. This Agreement may be terminated with or without cause by either

party upon thirty (30) days written notice. In the event of such termination, Contractor shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.

10. COOPERATION BY CITY. All public information, data, reports, records and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Scope of Services, shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

11. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City. With respect to computer files, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

12. RELEASE OF INFORMATION. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the California Public Records Act, Government Code Section 6250, et seq. Contractor, its officers, employees, agents or subcontractors shall not, without written authorization from the Director of Community Services or her designee or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

If Contractor or any of its officers, employees, consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Contractor for any damages caused by Contractor's conduct, including the City's attorney fees.

Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite said response.

13. CONFLICTS OF INTEREST. Contractor covenants that neither Contractor nor any officer or principal of Contractor's firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services herein. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by Contractor as an officer, employee, agent or subcontractor without

the express written consent of the Community Services Director or her designee. If required by the Director of Community Services or her designee, Contractor's principles, officers, employees or agents shall file a disclosure statement pursuant to the Political Reform Act, Government Code Section 87200.

14. DEFAULT. In the event that Contractor is in default of any term of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor.

15. INDEMNIFICATION. Contractor represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Contractor and City relies upon the skills and knowledge of Contractor. Contractor shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.

City, its elected and appointed officials, officers, agents, employees and volunteers (individually and collectively, "Indemnities") shall have no liability to Contractor or to any other person for, and Contractor shall indemnify, defend, protect and hold harmless the Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which the Indemnities may suffer or incur or to which the Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of negligent or willful acts or omissions of Contractor, its agents, officers, directors or employees, in performing any of the services under this Agreement.

If any action or proceeding is brought against the Indemnities by reason of any of the matters against which Contractor has agreed to indemnify the Indemnities as above provided, Contractor, upon notice from the City, shall defend the Indemnities at Contractor's expense by counsel acceptable to the City. The Indemnities shall not have first paid any of the matters as to which the Indemnities are entitled to indemnify in order to be so indemnified. The insurance required to be maintained by Contractor under paragraph 16 shall ensure Contractor's obligations under this paragraph 15, but the limits of such insurance shall not limit the liability of Contractor hereunder. The provisions of this paragraph 15 shall survive the expiration or earlier termination of this Agreement.

16. INSURANCE. The contractor agrees to maintain in force at all times the following insurance with a current A.M. Best's rating of no less than A: VII: as set forth.

A. Worker's Compensation insurance covering employees of the Contractor in such amounts as required by law.

B. Commercial General liability insurance in the amount of two million dollars (\$2,000,000), per occurrence for all coverage and three million dollars (\$3,000,000) general aggregate applicable exclusively to this project and excluding any mechanical failure, naming the City as an additional insured using Insurance Service Office additional insured endorsement form CG 20 10 11 85. Commercial Liability insurance shall be provided on Insurance Service Office-CGL, form No. CG 00 01 or the exact equivalent.

C. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Automotive Service Company shall reduce or eliminate such deductible or self-insured retentions as respects the City, its officials, employees and volunteers; or the Automotive Service Company shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. The general liability is to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Automotive Service Company. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Automotive Service Company's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Contractor, its officers, officials, employees or volunteers shall be excess of the Automotive Service Company's insurance and shall not contribute with it.

3) The Automotive Insurance Company'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.

4) 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 (30) days' prior written notice by Certified Mail, Return Receipt Requested has been given to the City.

E. The Automotive Service Company shall furnish the City Clerk annually with original endorsements affecting coverage required by this clause (if applicable). The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

17. NON-DISCRIMINATION CLAUSE. Contractor represents and warrants that it does not and shall not discriminate against any subcontractor, contractor, employee or applicant for employment in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap.

18. UNAUTHORIZED ALIENS. Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101, et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Contractor hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City in connection therewith.

19. ENTIRE AGREEMENT. This Agreement is the complete, final, entire and exclusive expression of the agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which

are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

20. NO PRESUMPTION RE: DRAFTER. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

21. ASSISTANCE OF COUNSEL. Each party to this Agreement warrants to each other party as follows:

A. That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this Agreement, and all related documents; and

B. That each party has lawfully authorized the execution of this Agreement.

22. GOVERNING LAW. The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Los Angeles County Superior Court.

23. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the City Council and the Contractor. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

24. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Contractor to the performance of its obligations hereunder.

25. NOTICES. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered, or sent by facsimile and certified mail, postage prepaid and return receipt requested, on the party to be notified, addressed as follows:

To City:

Attention: La Shawn Butler
Director of Community Services City of Glendora
116 E. Foothill Boulevard
Glendora, California 91741

To Contractor:

Attention: Gene Morrill, Owner
Certified Automotive Specialists
476 South Vermont Avenue
Glendora, CA 91741

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

26. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CONTRACTOR

BY: Cheryl L. Aguilar CHERYL L. AGUILAR

TITLE: office Manager

CITY OF GLENDORA

BY: Judy M. Nelson

TITLE: Mayor
Judy M. Nelson, Mayor

ATTEST: Kathleen R. Sessman
City Clerk Kathleen R. Sessman

APPROVED AS TO FORM:
D. Wayne Leech
City Attorney D. Wayne Leech

Unofficial Copy

EXHIBIT A

Compensation and Method of Payment

Contract shall not exceed \$40,000 per year over the contract period from December 1st 2014 to August 31st 2016.

Each Preventative Maintenance Inspection (PMI) for Minivans will be billed at:

- A) **\$49.95**
- B) **\$115.95**
- C) **\$341.95**

(See Exhibit B for services included in PMI)

Each Preventative Maintenance Inspection (PMI) for Cutaways will be billed at:

- A) **\$179.95**
- B) **\$270.95**
- C) **\$586.95**

(See Exhibit B for services included in PMI)

Each Preventative Maintenance Inspection (PMI) for the CNG Cutaway will be billed at:

- A) **\$249.95**
- B) **\$364.95**
- C) **\$753.95**

(See Exhibit B for services included in PMI)

Each Major Brake Job for Minivans will be billed at **\$259.95**

- Replacement of pads
- Turning drums and/or rotors
- Packing bearings
- Replacing wheel seals

Each Major Brake Job for Cutaways will be billed at **\$465.95**

- Replacement of pads
- Turning drums and/or rotors
- Packing bearings
- Replacing wheel seals

Standard hourly labor rate is based upon the quote of **\$104.29** per hour as provided in the bid.

In-Service Breakdowns will be billed at the rate of **\$100/incident**

Parts markup will not exceed actual cost plus .15%.

Payments shall be within thirty (30) days after receipt of each non-disputed invoice. Two (2) original copies of an invoice will be provided upon completion of work.



Preventative Maintenance Inspection

TRANSPORTATION CONCEPTS

Date
Bus #
Mileage
Tech Name:

A	PMI Inspection
B	PMI Inspection-LOF
C	PMI Inspection-Tune Up

Circle One

P	D	Inspected Item	P	D	Comments
		Drivers area inspection			Walk around inspection
		Drivers door operation			Emergency flashers
		Drivers door panel condition			Back up lights
		Drivers door weatherstripping condition			Back up alarm
		Drivers door window operation			Reflector condition
		Drivers seat condition			Mirror mounting
		Drivers seat operation			Mirror condition
		Drivers dome light			Mirrors tightened
		Drivers floor area			Bumpers secure
		Parking brake pedal condition			Bumper condition
		Service brake pedal condition			Body condition (see separate sheet)
		Steering wheel condition			
		Horn operation			Interior Inspection
		Shift lever operation			Entrance door step lights condition and operation
		Neutral safety switch operation			Entrance door step flooring condition
		Engine starting/runability/load test/idle			Standee line condition
		Multifunction switch lever operation / condition			Stanchions and handrails tight
		Instrument panel condition			Stanchions and handrails condition
		Instrument panel lighting			Farebox mounting
		Instrument panel gauges operation			Farebox rattle-free
		Instrument panel warning lights operation			Fire extinguisher mounting / secure
		Auxiliary switch panel lighting operation			Fire extinguisher condition / expiration date
		High beam indicator operation			First aid kit mounting / condition
		Parking brake operation (should hold in gear)			First aid kit (proper contents)
		Parking brake indicator operation			Body fluid kit mounting / condition
		Fast idle operation			Body fluid kit (proper contents)
		Windshield condition (cracks or chips indicate)			Triangle reflector kit condition / check for (3)
		Windshield wipers condition and operation			Interior front cap panel condition
		Windshield washer operation (check fluid)			Interior driver mirror condition
		Front heater operation			Accident kit in bus
		Front defroster operation			Floor condition
		Rear heater operation			Rear interior wall condition
		Passenger door operation / adjustment			Rear interior panel condition
		Passenger door condition			Interior lighting operation
		Ambient/Outside Temp. (Record) _____			Passenger seat condition
		Front A/C Temp. (Record Temp) _____			Passenger seat mounting and frame condition
		Rear A/C Temp. (Record Temp) _____			Passenger foldaway seat operation/adjustment
					Passenger seat belt condition (if applicable)
		Walk around inspection			Passenger seat belt operation (if applicable)
		Headlights high beam			Emergency window lights condition /operation
		Headlights low beam			Emergency window operation
		Clearance lights			Passenger window condition
		Front marker light			Window "T" slider operation
		Rear marker lights			Verify correct Emergency Window latch
		Right turn signal operation			Emergency Exit decals
		Left turn signal operation			Emergency Exit operation decals
		Brake lights operation and condition			Stop request system operation
		License plate light condition and operation			

Interior Inspection (Cont)		Underhood	
	W/C tie down track, secure clean and free from debris		Check charging system
	Wheelchair lap belt condition / check for		Check Batteries
	(2) Qstraint		Battery condition
	Wheelchair shoulder belt condition / check for		Battery mounting / hold-downs
	(2) Qstraint		Cable ends cleaned
	Wheelchair tie downs condition / check for		Battery cable routing / condition
	(8) Qstraint		Transmission fluid level
	Wheelchair container / bag condition		Power steering fluid level
	Check roof hatch operation / condition		Brake fluid level / condition
			Coolant level
			Windshield washer fluid level
Wheelchair Lift			Hood prop
	Wheelchair lift door condition /clean		Wiring and harness routing / condition
	Wheelchair lift door operation		Air filter housing condition
	Wheelchair lift door weatherstripping		A/C hose routing / condition
	Wheelchair lift door rods and handle		Check A/C Compressor mounting / condition
	Pendant control condition / mounting / routing		Upper radiator hose condition
	Wheelchair lift load light condition		Drive belt condition
	Wheelchair lift load light operation		Idler Pulley condition
	Lift deploy operation		Tensioner pulley condition
	Platform roll stop condition		Water pump / pulley
	Platform roll stop operation		Fan shroud condition and hardware
	Inner roll stop operation		Fan clutch operation
	Inner roll stop condition		Check for oil leaks
	Check base / frame for defects and cracks		Check for coolant leaks
	Check lift mounting / hardware		Check for power steering leaks
	Check hydraulic cylinders for leaks		Check for brake fluid leaks
	Check hoses and lines for leaks		Radiator or condensor free from debris
	Pinch guards		Check front grille area of vehicle
	Restraint / belt interlock operation & condition (Ricon)		
	Make sure handrails are tight	Under vehicle	
	Platform adjustment (correct angle)		Steam Clean underhood and chassis
	50 lb limit switch adjusted		Front brakes: ILF ___ OLF ___ IRF ___ ORF ___
	Lift stow operation		Rear brakes: ILR ___ OLR ___ IRR ___ ORR ___
	Stow lock operation		Check all calipers
	Base adjustment		Steering tie rod play
	Manual operation		Steering drag link play
	Check pump for leaks		Steering stabilizer condition
	Wheelchair lift cover condition		Steering gear box condition / play
	Check that all decals are installed		Steering shaft condition / includes "u" joints
	Wheelchair lift vehicle interlock system operation:		Check pitman arm
	Parking Brake interlock		Upper ball joint play / zerk fittings installed
	Lift switch interlock		Lower ball joint play / zerk fittings installed
	Transmission interlock		Lube chassis incl: tie rods, ball joints, center link, driveline, etc
	Seatbelt interlock		Check wheel bearing adjustment
			Frame sway bar bushings
			Axle sway bar bushings

Under vehicle (Cont)		Tires
Radius arm bushings		Check wheel condition
"I" beam or control arm bushings		Clean wheels
Shock absorbers and bushings		Paint wheels as needed
Front spring and shock tower condition		Paint hubs
Crossmembers		Check tires for damage
Engine mounts		Check for uneven wear
Engine oil leaks		Torque all wheels (Ford's 140ft. Lbs - Chevys 409 ft. lbs.)
Coolant leaks		Re-torque all wheels after test drive
Exhaust leaks		
Power steering leaks		
Transmission cooler and lines check for leaks		
Oil cooler and lines check for leaks		
Check engine to chassis ground		
Battery cable routing / condition		
Front brake line routing / condition		
ABS wiring routing / condition		
Transmission leaks		
Transmission mount condition		
Hose routing condition over transmission		
		DVR Inspection
Driveshaft slip yoke condition		Check DVR operation
Driveshaft carrier bearing condition		Check DVR camera positions
Driveshaft condition		Check camera mountings and housings
Universal joint condition		Test camera input sources
Condensor fan operation		Check DVR if recording
Condensor mounting		Inspect fuses relays and wires / check 5 amp fuse
A/C hose routing and condition		Check mounting hardware cables and harnesses and connectors
Heater hose routing and condition		Check screws in DVR unit to assure they are tight
Wiring harness routing and condition		Clean DVR cabinet
Fuel line routing and condition		Check status lights on DVR
Exhaust hangers		Run on/off condition
Exhaust pipe condition		Check microphone operation and alignment
Catalytic converter condition / mounting		Check DVR clock / date and time / adjust
Muffler condition / mounting		Actual Time _____ DVR Time _____
Differential pinion seal		NOTE: BE SURE TO DOCUMENT WHETHER TIME WAS
Differential oil leaks		FORWARD OR BACKWARD
Axle hub seal condition		Record DVR Serial # _____
Rear shock absorbers		
Rear brake line routing / condition		
		Destination Sign
Spring hanger condition		N/A
Leaf spring condition		
Leaf spring shackle condition		
U Bolts tight		
Body frame condition		
Chassis frame condition		
Body mounting bolts / liquid filled cab mounts (chevy)		Fire Suppression
Wheelchair lift ground / tight		Check fire suppression bottle (charged or discharged)
Fuel filler hose condition		Check fire suppression system test button for sensor operation
Fuel tank mounting straps		Check nozzles and assure covers are installed
A/C evap drain hose		Check hoses and routing
Tailpipe mounting		Check shutdown (if applicable)
		Check button for safety pin/tamper tab installed
		Bike Rack
Bike rack deployed light		
Deployment handle condition / operation		
J handle tension and magnets / condition		
Bike rack mounting plates and hardware condition		
Pivot bushings and weldment condition		

*Please notate all defects on PMI Defect Form

Signature _____

Date _____

Current Staffing Level

<i>Position</i>	<i>DOH</i>	<i>FT/PT</i>	<i>Wage</i>
Driver	9/1/2009	PT	\$ 13.50
Driver	9/1/2009	FT	\$ 13.50
Driver	7/27/2009	FT	\$ 11.50
Driver	7/27/2009	FT	\$ 11.50
Driver	10/11/2010	FT	\$ 11.25
Driver	1/30/2011	FT	\$ 13.09
Driver	8/15/2013	PT	\$ 12.00
Driver	4/1/2014	FT	\$ 12.50
Driver	10/12/2015	FT	\$ 12.00
Driver	11/10/2015	FT	\$ 12.00
Dispatcher	9/1/2009	FT	\$ 12.75
Dispatcher	10/1/2015	PT	\$ 12.00

SAMPLE AGREEMENT

DIAL-A-RIDE AGREEMENT BETWEEN THE CITY OF GLENDORA AND _____

THIS AGREEMENT is approved by the City Council at their ___ day of _____, 2016. Agreement Extension will commence on 1st day of September, 2016, by and between the CITY OF GLENDORA, a California municipal corporation (hereinafter referred to as "CITY") and Parking Concepts, Inc., a California corporation dba Transportation Concepts (hereinafter referred to as "CONTRACTOR"):

WITNESSETH

The parties hereto agree as follows:

SECTION 1. RECITALS.

This Agreement is made and entered into with respect to the following facts:

- a) That pursuant to applicable provisions of law, CITY is permitted to expend certain of its funds for transportation purposes; and
- b) That the Legislative Body of CITY heretofore determined that the public interest, convenience and necessity require that senior citizens and persons with disabilities (hereinafter "ELIGIBLE PERSONS") be provided with reasonable cost, flexible public transportation within the corporate limits of the CITY; and
- c) The CONTRACTOR was previously selected as the most responsive proposer and was awarded the contract to provide transportation services for the CITY. Said contract expires on _____; and
- d) The CONTRACTOR and CITY desire and herein agree that CONTRACTOR shall continue to perform certain transportation services in the time and manner as set forth herein, and that the public interest requires the execution of this Agreement.

The parties hereto do agree that, during the term, and subject to the provisions of this Agreement, CONTRACTOR agrees to provide transportation services for the CITY under the terms and conditions stated in the RFP attached hereto as Exhibit A and the Proposal attached hereto as Exhibit B and as more fully set forth herein below. The express terms, conditions and specifications contained in this Agreement shall govern over any conflicting terms, conditions and specifications in the RFP and Proposal:

SECTION 2. TERM.

This Agreement shall be in full force and effect for _____ from _____ through and including _____, provided that either party hereto may terminate this Agreement by said party giving the other party a ninety (90) day written notice of cancellation.

CONTRACTOR will not have the option to extend the Agreement for any additional term as this is the second and final extension option.

SECTION 3. SERVICES.

The parties hereto do agree that, during the term, and subject to the provisions of this Agreement, CONTRACTOR agrees to provide transportation services for the CITY under the terms and conditions stated in the RFP and Proposal including the following services:

CONTRACTOR understands that the current Dial-A-Ride Service program is a seven-day a week operation, except for stated holidays. The hours of operation at this time are Monday through Friday 8:00 a.m. to 5:00 p.m.; Saturday 9:00 a.m. to 2:00 p.m. and Sunday 9:00 a.m. to 2:00 p.m.

CONTRACTOR understands that the current Metrolink Shuttle program is a five-day a week operation, except for stated holidays. The hours of operation at this time are Monday through Friday 5:00 a.m. to 7:30 a.m. and then from 3:15 p.m. to 7:00 p.m.

Transportation, by nine (9) City-furnished vehicles, and one (1) CITY-furnished back-up vehicle as necessary ("CITY-OWNED" vehicles); and

Such services shall be provided according to the schedule determined by the CITY including a 48-hour in advance reservation policy; and

A minimum of eight (8) vehicles (hereinafter "DEDICATED VEHICLES") shall be used exclusively for this program of transportation for "ELIGIBLE PERSONS" on a weekday. The exact number of hours and time of operation for each vehicle shall be based upon ridership demand, and adjusted periodically during the course of the Agreement term to reflect changes in the ridership demand; and

Weekend transportation for "ELIGIBLE PERSONS" shall be based upon ridership demand, and adjusted periodically during the course of the Agreement term to reflect changes in the ridership demand; and

In addition to the CITY-OWNED vehicles, CONTRACTOR shall furnish one vehicle if needed to provide a level of service acceptable to the CITY; and

CONTRACTOR shall assure that all vehicles meet or exceed all applicable codes and laws for operating public transit and paratransit systems on public streets and highways in California. CONTRACTOR shall pass any and all vehicle inspections by the Department of Motor Vehicles, California Highway Patrol or other agencies as required.

CONTRACTOR shall coordinate with the CITY'S outside vendor relative to on time preventive maintenance inspection, monitor repairs and track maintenance issues specific to each vehicle, keep records to monitor all aspects of the maintenance program, and ensure that maintenance work is being done to the standards required by regulatory agencies and in consideration of the safety of the passengers and to the CITY'S satisfaction, assume all coordination with the original manufacturer of the vehicles necessary to keep the vehicles in safe and good operating condition, including negotiating and processing all vehicle warranty

claims through the manufacturer's own warranty, extended warranties or credits. CITY shall pay for the maintenance of all CITY-OWNED vehicles and dedicated CONTRACTOR provided vehicles used in revenue service; and

- a) CONTRACTOR shall dedicate the Project Manager, Brian Connell, to the Operation, who shall be onsite 100% of the time or until such time both parties mutually agree.
- b) CONTRACTOR shall designate a staff member to serve as the full- time Operations Supervisor based at the Glendora Transportation Center for the Dial-A-Ride system; and
- c) CONTRACTOR shall submit to CITY, on a monthly basis, reports reflecting the number of vehicle hours of service provided and the number and types of passengers carried, pursuant to the provisions of this Agreement; said reports shall contain such other information as the CITY may deem necessary, including separate information on National Transit Database (NTD) quarterly reports; and
- d) CONTRACTOR will provide dispatching services at the Transportation Center, 410 E. Dalton Avenue, Glendora, California 91741 for all revenue service hours of the Dial-A-Ride service; and
- e) CONTRACTOR shall be solely responsible for the timely reporting to CITY of all traffic accidents sustained to the vehicles and for the timely repair of any and all vehicle damage where CONTRACTOR'S employee is found at fault or the cause of said vehicle damage; and
- f) CONTRACTOR shall provide adequate staffing to cover for sickness, vacation, holiday, and late reporting to work.

CONTRACTOR shall provide all other items and services as agreed upon.

SECTION 4. CITY'S OBLIGATION.

The CITY shall:

- a) Determine the eligibility of persons to ride the service; and
- b) Provide fuel for all gas fueled, dedicated vehicles used in revenue service. CITY will monitor usage on a regular basis through the computer system used by the Street Department. The City's fueling station is located at the Public Works Yard. The one CNG City vehicle will be taken to one of the two local alternative fueling stations located in either the City of Azusa or the City of Covina and will have the City fuel credit card (Wright Express) made available for this purpose; and
- c) Provide parking for all dedicated vehicles used in revenue service at CITY-OWNED premises; and
- d) Provide a cleaning service for all dedicated vehicles used in revenue service; and

- e) Receive all customer complaints and transmit, by e-mail or fax, a copy of same to CONTRACTOR for a response. CONTRACTOR shall provide a response within 24-hours.
- f) Pay for the cost of maintenance of all dedicated vehicles used in revenue service.
- g) CITY is responsible for the building maintenance at the Transportation Center, including janitorial services.
- h) Pay for the cost of maintenance, provide fuel, provide cleaning service and parking for the CONTRACTOR owned vehicle to be held in reserve, to the extent the CONTRACTOR owned vehicle is used for the CITY's Dial-A-Ride service. CONTRACTOR shall be responsible for the cost of maintenance, fuel, cleaning service and parking for the CONTRACTOR owned vehicle to be held in reserve to the extent said vehicle is used for purposes other than the CITY's Dial-A-Ride Service Operation. CONTRACTOR shall maintain and produce to the CITY proper documentation to allow CONTRACTOR and CITY to prorate the foregoing costs relating to the CONTRACTOR owned vehicle to be held in reserve.

SECTION 5. RESTRICTIONS ON TRANSPORTATION.

The purpose of this Agreement as above set forth is to provide a subsidy for public transportation for certain eligible persons within the City of Glendora as defined in the RFP. Accordingly, the provisions of this Agreement, and the fares established for eligible persons, shall apply only to intra-city service being provided by CONTRACTOR within those cities. Dedicated vehicles shall not be permitted to transport passengers outside the service area except for medical appointments in the cities of Covina, Azusa, and San Dimas, not to exceed five (5) miles outside the CITY'S boundaries, without the approval of the City Manager or his designated representative.

SECTION 6. COMPENSATION.

The CITY shall pay CONTRACTOR as follows for the services being rendered under this Agreement:

	Year 1 2014-2015	Year 2 2015-2016
Vehicle Revenue Service Hours	17,972	17,972
Hourly Rate (per-trip)	\$_____	\$_____

- a) CONTRACTOR shall submit to CITY within fifteen (15) calendar days after the close of each calendar month a monthly invoice for the revenue service hours operated; and
- b) CITY reserves the right to order an increase or decrease in the level of service. CITY may increase or decrease revenue service hours by up to 10% from the base of 17,972 annual revenue service hours without an increase to the hourly charge. Any such revised revenue service hours above this amount, including additional or fewer personnel and/or vehicles, could result in adjustment of the contract hourly cost

subject to negotiation with the CONTRACTOR. The total payments to CONTRACTOR shall not exceed the sum of \$_____ per year.

SECTION 7. DRIVERS.

The following shall be required of drivers and other designated employees of CONTRACTOR performing duties pursuant to this Agreement:

- a) All drivers assigned to Glendora Dial-A-Ride vehicles shall, prior to hiring, be given a DMV and Live Scan background check. CONTRACTOR shall utilize the Community Services Department's account with the State Department of Justice to receive LiveScan reports. CONTRACTOR will also ensure that all drivers maintain an up to date California Medical Examiner's Certificate (DL 51Ak); and
- b) CONTRACTOR will train and continually evaluate drivers to safely perform the essential functions of a bus driver; and
- c) All dedicated drivers shall have at the time of hiring and shall maintain in force during the period of employment for this service a valid Class B (with passenger endorsement) California driver's license and medical examination certificate, as well as any other licenses required by applicable Federal, State, or local regulations; and
- d) CONTRACTOR shall implement a testing program for drug and alcohol testing of drivers and other operational personnel in accordance with Department of Transportation's regulations. This comprehensive testing program shall include and will be required for pre-employment testing, testing within three hours of a traffic accident/incident; random testing of not less than twenty-five percent (25%) of the safety sensitive employees; upon reasonable suspicion of drug and/or alcohol abuse; and upon all employees who return to work after an absence of at least 90 days. All employees' driving records must meet or exceed the requirements of the CHP; and
- e) In no event, shall CONTRACTOR employ any individual who is considered negligent by CHP standards; and
- f) CONTRACTOR shall further monitor employee driving records through the Department of Motor Vehicles "Pull Notice Program" and shall provide results to the CITY on at least a semi-annual basis or upon request; and
- g) CONTRACTOR shall hold at least monthly safety meetings for all drivers and other key personnel, such as dispatchers; Contractor shall notify the CITY in advance of said safety meetings and in the event that CITY representatives wish to participate, CONTRACTOR shall provide the CITY with attendance sheets showing the signatures of those present; and
- h) CONTRACTOR shall have a new driver training program for any driver assigned to the DEDICATED VEHICLES who has not previously driven as a dedicated vehicle driver. The curriculum of the program shall be no less than 40 hours in length and shall include passenger assistance techniques and standard defensive driving practices, including both classroom and behind-the-wheel hours. CONTRACTOR shall provide CITY with a

copy of the curriculum of said training program prior to the end of the first quarter of this agreement.

Training for each driver assigned to the service shall include the following:

- Defensive driving.
- Orientation to Glendora Dial-A-Ride operating policies and procedures.
- Emergency first aid, including CPR.
- Knowledge of safe vehicle operations.
- Knowledge of applicable laws for operation of a vehicle providing public transportation.
- Knowledge of the street network of Glendora.
- Operation of radio and other CONTRACTOR communications equipment.
- Passenger assistance-drivers shall be instructed in the courteous handling of passengers with special emphasis placed upon the needs of the elderly and disabled rider, including operation of wheelchair lift equipment.
- Sensitivity training.
- Use of the wheelchair lift and securement of all kinds of mobility devices.
- Also, CONTRACTOR shall maintain an ongoing training program utilizing procedures with all State and Local laws.

CONTRACTOR shall adopt a standard uniform approved by CITY and shall require all drivers to wear it while on duty in dedicated vehicles.

SECTION 8. LIABILITY

- a) With respect to performance of work under this Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as described below:
- 1) Workers' Compensation Insurance with statutory limits, as required by law, and Employer's Liability Insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per single occurrence.
 - 2) Comprehensive General Liability Insurance written on an "occurrence" basis with a minimum limit of liability of FIVE MILLION DOLLARS (\$5,000,000) for injuries or death to one person and subject to the same limitations for each person in an amount not less than FIVE MILLION DOLLARS (\$5,000,000) on account of any one occurrence.
 - 3) Business Automobile Liability Insurance, insuring all owned, non-owned and hired automobiles and blanket contract liability coverage with a limit of liability of FIVE MILLION DOLLARS (\$5,000,000) combined single limit per accident for bodily injury and property damage.
 - 4) Collision and comprehensive with a deductible of \$10,000. Coverage will be FIVE MILLION DOLLARS (\$5,000,000) in auto liability coverage and TWO MILLION DOLLARS (\$2,000,000) in general liability.

- b) Said insurance shall: 1. Name CITY, its appointed and elected officials, officers, employees and agents as an additional insured; and, 2. Be primary with respect to any insurance or self-insurance programs maintained by the CITY; and 3. Contain standard cross liability provisions.
- c) CONTRACTOR shall:
- 1) Furnish properly executed certificates of insurance to CITY prior to commencement of work under this Agreement, which certificates shall clearly evidence all coverages required above and provide that such insurance shall not be materially changed, terminated, or allowed to expire except on thirty (30) days prior written notice to CITY; and
 - 2) Maintain such insurance from the time work first commences until completion of the work under this Agreement; and
 - 3) Shall replace such certificates for policies expiring to completion of work under this Agreement.
 - 4) If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. CITY, at its sole option, may forthwith terminate this Agreement and obtain damages from CONTRACTOR resulting from said breach. Alternatively, CITY may purchase such required insurance coverage, and without further notice to CONTRACTOR, CITY may deduct from sums due to CONTRACTOR any premium costs advanced by CITY for such insurance.
 - 5) Notwithstanding the existence of insurance coverage required CONTRACTOR pursuant to this contract, CONTRACTOR shall save, keep, indemnify, hold harmless, and defend CITY and its appointed and elected officials, officers, employees, and agents from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever and all costs or expenses incurred in connection therewith, which arise at any time, by reason of damage to the property of, or personal injury to, any person, occurring or arising out of the performance by CONTRACTOR, its officers, agents, or employees, including, but not limited to, its subcontractors (hereinafter collectively "CONTRACTOR"), of the work required pursuant to this Agreement, occasioned by any alleged or actual negligent act or omission by CONTRACTOR, including any such liability imposed by reason of any infringement or alleged infringement of rights of any person or persons, firm or corporation, in the performance by CONTRACTOR of the work hereunder of any article or material supplied or installed pursuant to this Agreement.

SECTION 9. LIQUIDATED DAMAGES.

It is agreed by CITY and CONTRACTOR that, because of the nature of the services to be rendered under this Agreement, it is impractical and extremely difficult to fix the actual damage to CITY from the failure of CONTRACTOR to provide certain services required under this Agreement and therefore liquidated damages in a fixed sum may be assessed for such failures as follows:

- a) Customer service is very important in building ridership and support for this service. Therefore, the third (and any additional) substantiated complaint of unprofessional conduct or negligent behavior by an employee of the CONTRACTOR from passengers in any moving 30-day period shall result in the CONTRACTOR paying a penalty of \$100 per substantiated complaint.
- b) If the wait time of any will call trip has been verified to exceed 45 minutes, the liquidated damages shall be \$100 per incident. ("will call" trip is a trip that is not a pre-scheduled or standing order trip, for example where a passenger has been dropped off for a doctor's appointment and the passenger calls after the doctor's appointment to be picked up).
- c) If the wait time of a pre-scheduled or standing order trip has been verified to exceed 30 minutes, the liquidated damages shall be \$100 per incident. ("pre-scheduled order trip" is where the passenger has called in advance for a pickup at a certain time; "standing order trip" is where a passenger has a regular trip order on file, such as where the passenger has regular doctor's appointment on Thursdays of every week).
- d) Failure to submit monthly report data, operational assessment reports, and monthly presentations by the tenth (10th) day of each succeeding month, complete and accurate, the liquidated damages shall be \$250 per month.
- e) Failure to provide staffing, including dispatch, to operate a minimum of seven vehicles for service for the Dial-A-Ride or the vehicles for the Metrolink shuttle, the liquidated damages shall be \$150 per day per vehicle.
- f) Failure to coordinate preventive maintenance inspections in a timely manner, the liquidated damages shall be \$100 per day per vehicle.
- g) The CITY reserves the right, at its sole discretion, to inspect and reject temporarily or permanently by notice to the CONTRACTOR any vehicle the CONTRACTOR provides which the CITY deems unacceptable. In the event any designated vehicle is rejected temporarily by the CITY as a result of deficient vehicle condition or appearance, and not corrected within seven (7) days after prompt notice to CONTRACTOR, the \$500 per vehicle per day shall be assessed until the condition is corrected. In the event any designated vehicle is rejected permanently by the CITY as a result of the vehicle's conditions, CONTRACTOR shall replace the vehicle and will be assess \$500 per vehicle per day until the vehicle is replaced with one that is acceptable to the CITY.
- h) If any regulatory agency or funding source penalizes or if the CITY is denied funding that would have otherwise been eligible to receive due to late, incomplete, or Inaccurate data, which was the CONTRACTOR'S responsibility to collect and/or provide to the CITY, the liquidated damages shall be the amount of the penalty and any administrative costs incurred or the amount which would have otherwise been received by the CITY.
- i) Upon receipt of an invoice and accompanying letter outlining the charges for liquidated damages owed to the CITY, fees will be deducted from payments otherwise due to the

CONTRACTOR. Liquidated damages may be waived for any reason at the sole and absolute discretion of the CITY.

SECTION 10. MONITORING.

CITY reserves the right to monitor all areas of CONTRACTOR'S performance under this Agreement. CITY may investigate and obtain any additional information on all accidents/incidents or complaints and may document same during vehicle operations periods.

SECTION 11. PERMITS, LICENSES, LAWS, AND REGULATIONS.

CONTRACTOR shall secure and maintain in force such licenses and permits as are required by law or regulation for furnishing the service specified and comply with and observe all provisions of the California Vehicle Code, the California Highway Patrol and Public Utilities Commission and other governmental agency relating to the transportation of the elderly and disabled passengers.

SECTION 12. CONTRACTOR'S STATUS.

- a) CONTRACTOR with reference to their performance of duties pursuant to this Agreement, shall be deemed, for all purposes, to be an independent contractor, and not an employee of the CITY. Neither the CITY nor any of its officers or employees are authorized to engage in any supervisory function or exercise control with respect to the performance of duties by CONTRACTOR pursuant to this Agreement.
- b) CONTRACTOR shall not be permitted to assign any of its rights or obligations hereunder, except the payment of funds due from the CITY without the prior written consent of the CITY. The City Council shall be satisfied by competent evidence that the proposed assignee is fully capable of performing those services proposed to be assigned. In the event of such assignment, the City Council may condition the same so as to ensure compliance with the provisions of this Agreement.

SECTION 13. ATTORNEY FEES.

If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs of suit from the losing party.

SECTION 14. NOTICES.

Notices pursuant to this Agreement shall be given by United States mail, postage prepaid, addressed to the parties hereto as follows:

- a) CITY
Director of Community Services, City of Glendora,
116 E. Foothill Blvd., Glendora, California 91741
with a copy to the City Manager, City of Glendora,
116 E. Foothill Blvd., Glendora, California 91741
- b) CONTRACTOR

SECTION 15. INDEMNITY.

CONTRACTOR shall specifically and unequivocally indemnify, defend, and hold free and harmless the CITY, its City Council, Boards and Commissions, officers appointed and elected, and employees from and against any and all acts caused by active negligence, passive negligence, loss, damages, liability, claims, suits, costs, expenses whatsoever and/or acts for which the CITY would be held strictly liable, including defense costs and reasonable attorney's fees, which arrive out of or result from or occur in connection with CONTRACTOR'S performance for services or work conducted or performed pursuant to this Agreement for the provision of demand-response transportation service within the CITY. Moreover, fees incurred in pursuing an indemnity claim will be recoverable by CITY. CONTRACTOR shall indemnify and hold harmless CITY, its City Council, Boards and Commissions, officers appointed and elected, and employees from and against any reasonable attorneys' fees, accruing or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, equipment or supplies arising from or in any manner connected to the CONTRACTOR'S performance of service or work conducted or performed pursuant to the Agreement.

SECTION 16. REQUIREMENT FROM DEPARTMENT OF TRANSPORTATION (STATE) FOR USE OF 5310 PURCHASED VEHICLES (PROJECT).

At this time the CITY does not hold equipment including vehicles that are purchased through the use of 5310 Funds; however, consideration is being given to the purchase of vehicles or other equipment, which would qualify under the 5310 program. In the event CITY holds equipment and/or vehicles purchased through the use of 5310 Funds, CONTRACTOR agrees to comply with any and all insurance, maintenance coordination, data collection and all other requirements imposed by the use of 5310 Funds consistent with the CONTRACTOR duties and responsibilities stated within this agreement..

SECTION 17. ENTIRE AGREEMENT.

This Agreement, embodies the entire Agreement and entire understanding of the parties; there are no oral agreements. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may not be altered, amended, or modified except in writing by both parties hereto. In the event of any conflicts in the RFP, Proposal and the Agreement, the Agreement shall prevail over the RFP and Proposal, and the RFP shall prevail over the Proposal.

SECTION 18. TIME OF THE ESSENCE.

Time is of the essence of this contract.

SECTION 19. NON-DISCRIMINATION CLAUSE.

CONTRACTOR shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this

Agreement and shall comply with the provisions of the State Fair Employment Practices Act as set forth in Part 4.5 of the Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order No. 11246; and all administrative rules and regulations issued pursuant to such acts and order.

SECTION 20. UNAUTHORIZED ALIENS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101, et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

SECTION 21. NO PRESUMPTION RE: DRAFTER.

The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

SECTION 22. SEVERABILITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

SECTION 23. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of CONTRACTOR warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind CONTRACTOR to the performance of its obligations hereunder.

SECTION 24. FORCE MAJEURE.

CONTRACTOR shall not be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of CONTRACTOR. Such events may include but are not limited to the following: Acts of God; fire, epidemics, earthquake, flood, or other natural disasters; acts of the government or public; riots, strikes, ware, civil disorder or fuel shortages. However, CONTRACTOR shall not receive payment for the vehicle service hour rate, and only the mutually agreed direct and indirect monthly fixed price expenditures, during the period of time that service is not provided. CONTRACTOR also

grants CITY the right to provide these services through other means on a temporary basis should CONTRACTOR be unable to perform said services.

IN WITNESS WHEREOF, THIS Agreement has been executed on the _____ day of, _____, 2014.

CITY OF GLENDORA, a municipal corporation

Mayor of the City of Glendora

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACTOR:

Chief Operating Office

Unofficial Copy
SAMPLE

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Glendora, California, a municipal corporation, (hereinafter "City") and _____ (hereinafter "Contractor") have entered into an Agreement dated _____, 2016, for work identified as _____, which Agreement is hereby incorporated into and made a part hereof; and

WHEREAS, pursuant to said Agreement, said Contractor is required to furnish a bond providing for the faithful performance thereof;

NOW, THEREFORE, we, the Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bond unto the City, as Obligee, in the sum of _____ dollars (\$ _____), lawful money of the United States of America, said sum being not less than one hundred (100) percent of the estimated amount payable by the said Obligee under the terms of the Agreement for which payment well and truly to be made, the said Principal and the said Surety, bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal, his or its heirs, executors, administrators, successors or assigns, his or its subcontractors, shall perform and fulfill all the undertakings, covenants, terms and conditions of said Agreement during the original term of the Agreement, any and all duly authorized extensions thereof, with or without notice thereof to the Surety, and during the life of any guaranty required under the agreement, and shall also perform and fulfill all the undertaking, covenants, terms, conditions and agreements of any and all duly authorized amendments of said Agreement that may hereafter be made, with or without notice thereof to the Surety, then this obligation shall be void and of no effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City in successfully enforcing said obligation.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS THEREOF, we have hereunto set our hands and seal this _____ day of _____, 2016.

(Corporate Seal)

(Principal)

By _____ Title _____

(Corporate Seal)

(Surety)

By _____ Title _____

[Appropriate modifications shall be made in this form if the bond is being furnished for the performance of an act not provided for by agreement]

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
County of _____) ss

On this _____ day of _____, in the year _____, before me, _____ personally appeared _____, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

WITNESS my hand and official seal.

Unofficial Copy

PARTNERSHIP ACKNOWLEDGEMENT

State of _____)
County of _____) ss

On this _____ day of _____, in the year _____, before me, _____ personally appeared _____, known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument, on behalf of the partnership, and acknowledged that the partnership executed it.

WITNESS my hand and official seal.

CORPORATE ACKNOWLEDGEMENT

State of _____)
County of _____) ss

On this _____ day of _____, in the year _____, before me,
_____ personally appeared _____,
known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument
as president (or secretary) or on behalf of the corporation therein named and acknowledged that the corporation executed
it.

WITNESS my hand and official seal.

ATTORNEY IN FACT

State of _____)
County of _____) ss

On this _____ day of _____, in the year _____, before me,
_____ personally appeared _____,
known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this
instrument as the attorney in fact of _____,
and acknowledged that he (she) subscribed the name of _____
thereto as principal, and his (her) own name as attorney in fact.

WITNESS my hand and official seal.

Unofficial Copy

end Section VI - Bond for Faithful Performance