

0150-05517-0002

TRANSMITTAL

TO
The Council

DATE
02/22/2022

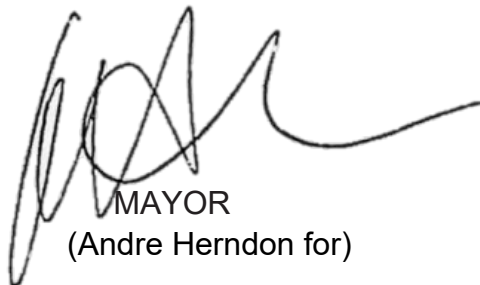
COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT
Citywide

Proposed CityRide/Dial-A-Ride Contract

Transmitted for your consideration. See the
City Administrative Officer report attached.



MAYOR
(Andre Herndon for)

MWS:DHH:06210051t


Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 2/22/22	C.D. No. Citywide	CAO File No.: 0150-05517-0002
Contracting Department/Bureau: Department of Transportation		Contact: Beverly Flynn 213-972-5989	
Reference: Letter from the Department of Transportation to the Mayor, dated December 28, 2021, referred for report on January 5, 2022.			
Purpose of Contract: To provide specialized transit services to elderly and disabled customers.			
Type of Contract: (X) New contract () Amendment, Contract No.		Contract Term Dates: April 1, 2022 through January 31, 2027	
Contract/Amendment Amount: \$58,072,443			
Proposed amount \$ 58,072,443+ Prior award(s) \$ 0= Total \$ 58,072,443			
Source of funds: Proposition A Local Transit Assistance Funds (Schedule 26)			
Name of Contractor: MV Transportation			
Address: 2711 North Haskell Avenue, Dallas TX 75204			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 46% of Los Angeles Offices Only			
8. Business Inclusion Program	X		
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		

RECOMMENDATIONS

That the Mayor and Council:

1. Authorize DOT to execute the new proposed contract with MV Transportation for specialized transit services for seniors and persons with disabilities in the City's Paratransit Program/Dial-A-Ride Program for an initial term of three years, with two one-year extensions, for a total term of five years to be effective on April 1, 2022 to ensure that a lapse in service does not occur; and,
2. Instruct DOT to report back within 18 months, for Council consideration prior to consideration of the first one-year extension, with the following:
 - a. A review of the costs and level of service of other comparable paratransit services in other jurisdictions;
 - b. A critical review of the 2021 Request for Proposal regarding what, if any, provisions or procedures may have limited the number of potential bidders; and,
 - c. An analysis of alternative service models and their costs, including expanding the use of City-permitted taxis and micro-transit within the City.

David Hirano		
DHH	Analyst	06220051
		City Administrative Officer

SUMMARY

The City provides essential specialized transit services to seniors and persons with disabilities through a Cityride Paratransit Program/Dial-A-Ride Program contract. The Program provides specialized transportation to medical offices and appointments, senior centers, libraries, vaccination sites, grocery stores, recreational facilities and local shopping centers. The Program also provides transportation subsidies as follows:

- Eligible Cityride participants receive \$84 of fare value per quarter for \$21 (\$9 for low income)
- Participants use fare value to pay for Cityride Dial-a- Ride (DAR) trips (\$4 for an individual trip up to 10 miles) or City-franchised taxicabs (up to \$20).

On April 14, 2021, the Department of Transportation (DOT) released a Request for Proposals (RFP) for the operation of the Cityride Paratransit Program. DOT received proposals from MV Transportation and ZeroTrans in response to the RFP. DOT declared ZeroTrans' bid non-responsive due to non-compliance with the City's Business Inclusion Program (BIP) requirements.

MV Transportation, who is the current service provider for the City, was rated and received 92 out of 100 possible points. Therefore, DOT now recommends a new five year service contract with MV. The proposed contract is requested to have an initial three year term with two one-year extensions authorized in advance (a total of five years).

The cost of the proposed new contract increased significantly from February 2021 to March 2022. DOT reports that MV's new collective bargaining agreement raised labor rates and thereby generated the increased cost. DOT asked for two cost profiles – one reflecting continued use of a shared maintenance facility and one reflecting the use of a non-shared use facility.

- To continue to use a shared maintenance facility, the base hourly service rate increased from \$87.68 to \$111.13 (an increase of 27 percent); and,
- To move to a non-shared use maintenance facility, the base hourly service rate increased from \$87.68 to \$127.26 (an increase of 45 percent).

Both the current and proposed contracts include a modified rate structure should the City change the required service hours under the contract. This allows the contractor to recover fixed costs when required service hours decrease and allows the City to receive a discount on the hourly rate when required service hours increase and the contractor can spread fixed costs across more hours.

The structure of the modified rates changes from the current contract to the proposed contract. Under the current contract, the hourly rate increases started with a one percent reduction in service hours. Under the proposed contract, the hourly rate increases start with a 15.1 percent reduction in service hours. This means that minor fluctuations in service hours will be easier for DOT to administer. However, it is likely that this is one contributing factor (along with labor costs) in the increased hourly rate.

With the change in the structure of the modified rates, it is harder to accurately evaluate the impact of increases in the modified rates. However, using specific modified service levels, the impact can be illustrated as follows:

Shared Use Maintenance Facility

Reduction in Service Hours	Feb-21	Mar-22	Change
20 percent	97.29	126.6	30%
25 percent	101.52	126.6	25%
30 percent	101.52	126.6	25%
35 percent	109.16	146.49	34%
40 percent	109.16	146.49	34%
45 percent	115.24	146.49	27%
50 percent	115.24	171.69	49%
55 percent	125.44	171.69	37%
60 percent	125.44	171.69	37%
65 percent	147.67	229.13	55%
70 percent	147.67	229.13	55%

Non-Shared Use Maintenance Facility

Reduction in Service Hours	Feb-21	Mar-22	Change
20 percent	97.29	145.81	50%
25 percent	101.52	145.81	44%
30 percent	101.52	145.81	44%
35 percent	109.16	171.26	57%
40 percent	109.16	171.26	57%
45 percent	115.24	171.26	49%
50 percent	115.24	205.72	79%
55 percent	125.44	205.72	64%
60 percent	125.44	205.72	64%
65 percent	147.67	280.82	90%
70 percent	147.67	280.82	90%

After the increase in costs from the last year of the current contract to the first year of the proposed contract, the contractor proposes annual increases between one percent and four percent in both the base hourly rate and the modified rate structure.

The large and rapid increases in the costs of this important service is a cause for concern. While the contractor may feel justified in requiring these increases in hourly rates, it is important that the City consider whether this service can be provided in a more cost effective manner. A more cost effective strategy will allow this important service to be provided to more constituents, more frequently.

Therefore, it is recommended that the Mayor and Council do the following:

- Authorize DOT to execute the proposed contract to ensure that a lapse in service does not occur;
- Instruct DOT to report back within 18 months, for Council consideration prior to consideration of the first one-year extension, with the following:
 - A review of the costs and level of service of other comparable paratransit services in other jurisdictions;
 - A critical review of the 2021 Request for Proposal regarding what, if any, provisions or procedures may have limited the number of potential bidders; and,
 - An analysis of alternative service models and their costs, including expanding the use of City-permitted taxis and micro-transit within the City.

In compliance with Section 10.5 of the Los Angeles Administrative Code, City Council approval is required as the proposed term of the contract exceeds three years. Sufficient funds to support the proposed contract are available within the City Proposition A Local Transit Fund. The City financial obligation under this contract is limited to the extent of appropriations approved by the Council and Mayor. The City retains the right to terminate the contract with 60 days notice.

FISCAL IMPACT STATEMENT

Approval of the recommendations in this report could potentially obligate the City to \$58,072,443 in costs over five years. Sufficient funds are projected to be available within the City Proposition A Local Transit Assistance Fund. The City financial obligation under this contract is limited to the extent of appropriations approved by the Council and Mayor.


FINANCIAL POLICIES STATEMENT

The recommendations in this report are in compliance with the City Financial Policies as sufficient funds exist to support the cost of this contract.

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

Date: December 28, 2021

To: The Honorable Eric Garcetti, Mayor
Attention: Heleen Ramirez, Legislative Coordinator

From: Seleta J. Reynolds, General Manager 
Department of Transportation

Subject: **AGREEMENT BETWEEN THE LOS ANGELES DEPARTMENT OF TRANSPORTATION AND
MV TRANSPORTATION, INC. FOR THE OPERATION OF THE CITYRIDE PARATRANSIT
PROGRAM**

SUMMARY

The City of Los Angeles Department of Transportation (LADOT) requests authority to execute a three-year contract, with two one-year options for a total of five years, with MV Transportation, Inc. (MV Transportation), for the continued operation of the Cityride Paratransit Program.

RECOMMENDATIONS

That the City Council, with the concurrence by the Mayor:

1. Authorize the General Manager of LADOT to execute the attached three-year agreement with MV Transportation for the operation of the Cityride Paratransit Program; and
2. Authorize the General Manager of LADOT, at his/her sole discretion, to extend the Agreement for two additional years (two one-year options), and extend the term of the Agreement on a month-to-month basis following the fifth year, for a period up to eight months, with compensation not-to-exceed \$58,072,443, subject to the approval of the City Attorney as to form and legality.

BACKGROUND

The Cityride Program, operating since the early 1990s, is a senior and persons with disabilities user-side subsidy transportation program administered by LADOT. Cityride eligible clients pay \$21 (\$9 for low income) quarterly and receive \$84 of fare value. Participants use fare value to pay for Cityride Dial-a-Ride (DAR) trips (\$4 for an individual trip up to 10 miles) or City-franchised taxicabs (up to \$20).

The Cityride Program consists of three main components: (1) the Cityride Coordinator, which registers participants and issues Cityride fare value; (2) the Cityride Paratransit Program, which operates the Cityride DAR services and the Taxi Overflow Program; and (3) the City-franchised taxicab companies, which provide taxicab trips to registered Cityride participants.

The Cityride Paratransit Program's DAR service (currently operated by MV Transportation) uses 44 City-owned gasoline-powered and CNG cutaway vehicles, each seating 6 to 10 passengers and equipped with

a wheelchair lift. LADOT plans to replace its gasoline-powered cutaway vehicles with battery-electric buses in the near future.

The DAR service operates in three service areas throughout the City and some unincorporated portions of Los Angeles County adjacent to the City (Kagel Canyon, Calabasas, Topanga, Marina Del Rey, and areas near Carson and Long Beach) in partnership with the County of Los Angeles. Also, as part of the DAR contract, the service provider must operate two fixed routes in the northeast (Via Marisol) and mid-city (Park La Brea) area of the City. The circulators serve several senior housing complexes and provide access to nearby shopping, medical offices, senior centers, libraries, and recreational facilities.

The DAR service provides essential services for older adults and persons with disabilities by providing transportation to medical offices and appointments (including dialysis), senior centers, libraries, COVID vaccination sites, grocery stores, recreational facilities, and local shopping centers.

DISCUSSION

On April 14, 2021, LADOT released a Request for Proposals (RFP) for the operation of the Cityride Paratransit Program. The pre-proposal conference, held on May 13, 2021, was attended by 15 firms. During the pre-proposal conference, LADOT provided an overview of the scope of work in the Cityride Paratransit Program RFP and the City's contract requirements.

The Department received two proposals in response to the Cityride Paratransit Program RFP. MV Transportation and ZeroTrans, a dba of Jeremiah Phillips, LLC., submitted a proposal. The proposal submitted by ZeroTrans was deemed unresponsive due to non-compliance with the City's Business Inclusion Program (BIP) requirements and removed from the evaluation process.

The evaluation panel, consisting of representatives from LADOT and the Los Angeles County Department of Public Works, evaluated the remaining proposal based on the evaluation criteria established in the RFP. The evaluation panel scored the MV Transportation proposal as follows:

Item No.	Evaluation Category	Total Points Possible	Rater 1 Evaluation Points	Rater 2 Evaluation Points	Rater 3 Evaluation Points	Average of Evaluation Points
1	Qualification of Proposer	20	18	20	18	19
2	Qualification of Proposed Staff	20	20	20	19	20
3	Operating Methodology	20	18	18	17	18
4	Cost-Effectiveness	40	35	35	36	35
	Total Points	100	91	93	90	92

The evaluation panel determined that the proposal submitted by MV Transportation was the best and most responsive proposal based on the evaluation criteria established in the RFP. Additionally, MV Transportation would have received additional bonus points under the Local Business Ordinance and Labor Code 1070-1074 evaluation categories if being scored against other proposals.

MV Transportation is California-based and certified Local Business Enterprise (LBE), Minority Business Enterprise (MBE), and Woman-owned Business Enterprise (WBE). MV Transportation is one of the

largest paratransit operators in the country, with significant local DAR experience in the Los Angeles area, including a significant DAR contract with Access Services for the County of Los Angeles. MV Transportation is also the incumbent contractor for the Cityride Paratransit Program and satisfactorily met their contractual obligations and provided services as required.

FISCAL IMPACT

There is no fiscal impact to the General Fund. The City's Adopted FY 2021-22 Proposition A Local Transit Assistance (PALTA) budget, Fund No. 385, includes sufficient funds in the amount of \$9,372,297.80 for year one. The Department will request additional funding for subsequent years of the contract in those fiscal year budgets.

SJR:JF

Attachment

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
MV TRANSPORTATION, INC.
FOR THE
OPERATION OF THE CITYRIDE PARATRANSIT PROGRAM

**AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
MV TRANSPORTATION INC.
FOR THE
OPERATION OF THE CITYRIDE PARATRANSIT PROGRAM**

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as the “City”), acting by and through the Department of Transportation (hereinafter referred to as “LADOT”), and MV Transportation, Inc., a California corporation (hereinafter referred to as the “Contractor”), referred to collectively as “Parties” and individually as “Party,” is entered into with reference to the following:

WITNESSETH

WHEREAS, the City started the Cityride Program in the 1990s to provide residents of the City of Los Angeles and select unincorporated County of Los Angeles residents aged 65 or over and those individuals with disabilities users subsidized paratransit; and

WHEREAS, the City is desirous of obtaining services for the management and operation of the Cityride Paratransit Program of the City of Los Angeles, Department of Transportation, Office of Transit Services; and

WHEREAS, the City performed a Charter 1022 review and determined that services can be performed more economically or feasibly by an independent contractor than by City employees; and

WHEREAS, on April 14, 2021, the City released a Request for Proposals (RFP) for Cityride Paratransit Program to local and national companies interested in providing such services; which RFP, along with its Exhibits, Forms, Appendices, Attachments, and Addendum, is on file in the City’s Department of Transportation and is incorporated herein by reference (collectively hereinafter referred to as the “RFP”); and

WHEREAS, the Contractor has the management and technical expertise and other assets necessary for the operation and management of the Cityride Paratransit Program; and

WHEREAS, on June 14, 2021, MV Transportation, Inc. submitted a proposal in response to the RFP, which along with its Exhibits, Forms, Appendices, and Attachments, is on file in the City’s Department of Transportation and is incorporated herein by reference (collectively hereinafter referred to as the “Proposal”); and

WHEREAS, the LADOT has determined that the Contractor possesses the qualification and experience necessary to provide the services and requested the Contractor operate the Cityride Paratransit Program in the time and manner set forth in the RFP and Proposal; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

The Parties to this Agreement are:

- 1.1.1 The City of Los Angeles, a municipal corporation, having its principal offices at 200 North Main Street, Los Angeles, California 90012
- 1.1.2 MV Transportation, Inc., a California corporation, having its principal offices at 2711 North Haskell Avenue, Dallas, Texas 75204.

1.2 Representatives of the Parties and Service of Notices

The representatives of the respective Parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

- 1.2.1 The representatives of the City shall be unless otherwise stated in the Agreement:

Seleta J. Reynolds
General Manager
City of Los Angeles, Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California 90012

with copies to:

Chief of Transit Programs
City of Los Angeles, Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California 90012

- 1.2.2 The representative of the Contractor shall be:

Tom Egan
Chief Executive Officer; and

Emily Somerville
Secretary

MV Transportation, Inc.
2711 North Haskell Avenue,
Dallas, Texas 75204

with copies to:

Joe Escobedo
Senior Vice President; and

Scott Sosnowski
Chief Sales Officer

MV Transportation, Inc.
479 Mason Street, Suite 221
Vacaville, California 95688

1.3 Notices

- 1.3.1 Formal notices, demands, and communications to be given by either party shall be made in writing (hardcopy or email) and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing. Notice of Breach of Agreement or liquidated damages, if any, will be sent via certified mail.
- 1.3.2 If the name of the person designated to receive the notices, demands or communications, or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.

2. TERMS OF AGREEMENT

2.1 Term

This Agreement will be in effect for a three-year term, beginning on February 1, 2022, and ending on January 31, 2025, with two (2) one-year option extensions, unless otherwise terminated in accordance with the termination provisions herein. The first one-year extension option would begin on February 1, 2025, and end on January 31, 2026, and the second one-year extension option would begin on February 1, 2026, and end on January 31, 2027. The City reserves the right to exercise one or both one-year extension options.

2.2 Funding Contingency

City obligations under this contract are contingent upon the City's ability to obtain the funds from the funding agencies and the availability of City funds in this and subsequent fiscal year budgets to finance the cost of this Agreement. The City may terminate this Agreement with at least sixty (60) days' notice if the City is unable, after using its bona fide best efforts, to obtain funding for this Agreement. This right to terminate is in addition to any other termination rights provided to the City in this Agreement, or as otherwise provided by federal, state, or local law.

2.3 Month-to-Month Clause

The City reserves the right to invoke a month-to-month clause with a thirty (30) day written notice to the Contractor to continue the Agreement under the same terms and conditions until another contract is awarded to ensure continuations of services. The month-to-month clause duration is limited to a maximum of eight (8) months. The Month-to-Month Clause costs are on a not-to-exceed 3.9% increase from Option Year 2 costs and in line with the LA County CPI.

2.4 Conditions Precedent

2.4.1 Insurance Requirements

The Contractor shall comply at all time with all of the insurance requirements set forth in Form Gen 146, Exhibit 1 of Attachment A – Standard Provisions for City Contracts (Rev. 10/21 [v.4]) attached hereto and incorporated herein. Required insurance shall be fully paid for, and evidence of such payment provided to the City upon City's request, in advance of the signing of this Agreement. Moreover, insurance certificates must include an Additional Insured Endorsement naming the City an additional insured, completed by Contractor's insurance company or its designee.

2.4.2 Business Tax Registration Certificate

The Contractor must provide a Business Tax Registration Certificate (BTRC) number or an exemption number as proof of compliance with the City's business tax requirements. See Attachment A – City's Standard Provision for City Contracts

2.4.3 Required Facilities and Equipment

The Contractor shall, prior to the commencement of service, have all facilities and facility equipment required for all necessary functions in place for the operation, administration, maintenance, repairs, and safety of the Transit Facilities and Paratransit Services required by this RFP.

2.4.4 Position and Task Report

The Contractor shall, prior to the commencement of service, and thereafter provide the required Position and Task Report each month to the City. The report shall include the following current information:

- 2.4.4.1 Name and position/title of all employees under the Agreement;
- 2.4.4.2 Percentage of involvement of all the employees under this Agreement; and
- 2.4.4.3 The starting salary to be paid to the employees.

3. CONTRACTUAL RESPONSIBILITIES

3.1 Project Management

- 3.1.1 The Contractor will coordinate, manage, and control all tasks related to the Cityride Paratransit Program and must retain the personnel and services needed to perform the work.
- 3.1.2 The Contractor will be held responsible for project management according to specified procedures. The City may establish additional rules that are reasonable for the operation of this service after consultation with the Contractor.
- 3.1.3 The Contractor will evaluate and approve the work performed by subcontractors and vendors.
- 3.1.4 The Contractor will assess the performance of all contractor personnel and subcontractors assigned to the Project. The Contractor will evaluate the efficiency and effectiveness of said personnel and the Project subcontractors.
- 3.1.5 The Contractor and its subcontractors must comply with all City's Contracting Requirements during the term of the Agreement, including the Standard Provisions for City Contractor attached hereto and incorporated herein as Attachment A.
- 3.1.6 The Contractor and its subcontractors must comply with all Contracting Provisions for Federal Transit Administration (FTA) Contracting Provisions for FTA Funds during the term of the Agreement attached hereto and incorporated herein as Attachment B.
- 3.1.7 The Contractor will not enter into agreements with any other parties for the use of equipment or personnel dedicated to LADOT programs without the approval of LADOT.
- 3.1.8 The Contractor must make regular physical inspections of the facilities and must immediately report to City staff any issues discovered and/or emergency situations that occur.

3.2 Operating Standards

- 3.2.1 The Contractor will operate the vehicles with primary regard for the safety, comfort, convenience, and overall satisfaction of passengers and the general public.
- 3.2.2 The Contractor will provide service as scheduled or according to any adjusted schedule established by the City, including route modifications required as a result of a declared emergency. The Contractor will strive to maintain on-time service if this is not possible due to unusual weather or traffic conditions, unavoidable vehicle malfunctions, or naturally occurring disasters; the Contractor must provide sufficient documentation to the City to avoid penalties. Operational difficulties that result in missed trips, or vehicles not operating as required by this Agreement, must be reported to the City immediately.

- 3.2.3 The Contractor will establish procedures to ensure that project management staff is aware of passenger complaints and operational problems. The Contractor will ensure that vehicle operators report any passenger complaints or operational problems with the vehicle immediately to the Contractor management staff, who will ensure that appropriate measures are taken by Contractor supervisory or maintenance staff to correct the problem. The Contractor's management staff will report all complaints received to LADOT.

3.2.4 Operating During an Emergency

Upon declaration of an emergency by the Mayor, the General Manager of the Department of Transportation is responsible for a number of transportation-related activities, including the development of emergency travel routes and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, the Contractor shall deploy vehicles in a manner prescribed by LADOT's General Manager as a part of the Emergency Operations Transportation Services Plan. The Contractor may, from time to time, be required to provide non-declared emergency service, which does not necessarily require a declaration by the Mayor or General Manager of LADOT. However, the City shall be obligated to compensate the Contractor for Service, which significantly exceeds the normal expense of operating the service during such a period of declared or non-declared emergency.

3.3 Personnel Standards

- 3.3.1 The Contractor's regularly assigned vehicle operators, including fully trained backup vehicle operators, must be available at all times to ensure consistent and reliable service.
- 3.3.2 The Contractor is responsible for ensuring all Contractor project personnel are trained in all aspects of the service system design, including the routing and semi-fixed route stops, fare policy, schedules, access to major attractions and regional transit service connections, Americans with Disabilities Act (ADA) requirements as it relates to stop announcements and wheelchair passengers, etc. Contractor project personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Contractor personnel must also report all participant complaints and operational problems to Contractor project management staff. The Contractor's management staff is responsible for reporting all participant complaints to the City's assigned LADOT Project Manager.

3.3.3 Vehicle Operator Training

- 3.3.3.1 The Contractor will provide vehicle operator training which places significant emphasis on techniques for dealing with the public helpfully and courteously to achieve the maximum level of customer service. The Contractor's vehicle operating training will include a vehicle operator sensitivity and empathy-training program directed toward the needs of passengers with disabilities in

compliance with the ADA, and training on a communication program for dealing with passenger disturbance; this requirement pertains to regularly assigned and relief vehicle operations.

- 3.3.3.2 The Contractor will ensure the vehicle operators are trained in all operational procedures relating to the system. The Contractor will provide a program of vehicle operator training in vehicle operation, defensive driving, passenger relations, ADA requirements, fare collection, route and schedule orientation, and on-time performance before permitting any vehicle operator to operate any bus in revenue service. The Contractor's training is to include techniques for dealing with the public in a helpful and courteous manner, sensitivity training, and basic information about the Cityride Paratransit Program service and the different Cityride Dial-a-Ride (DAR) service areas. The Contractor will provide an ongoing safety program to ensure a safe operating environment. The ongoing vehicle operator safety training should include and emphasize pedestrian safety for both people who ride bicycles and people who are walking.
- 3.3.3.3 The Contractor will have an ongoing refresher vehicle operator-training program for existing vehicle operators. The training will include various topics, including the areas of defensive and safe driving; emergency crisis management; understanding work expectations; and other relevant topics.
- 3.3.3.4 The Contractor will ensure new vehicle operators, at a minimum, receive 20.33 hours of classroom training, 4.5 hours of pre-driving skills training, 25.5 hours of observation time with a senior vehicle operator, 21 hours of behind-the-wheel training, and 16 hours of cadetting time prior to allowing the new vehicle operator to operate a Cityride revenue service vehicle alone.
- 3.3.3.5 The Contractor will ensure that all vehicle operators complete training comprised of the U.S. Department of Homeland Security's Transit Workers Security Training, the Transportation Security Administration's (TSA) Motorcoach Security – Best Practices, and TSA's First Observer Plus Video Training (Mode 2: Mass Transit and Passenger Rail).
- 3.3.3.6 The Contractor will maintain written documentation of all training, including new hires, recurrent, and retraining, and will provide the documentation upon City request.
- 3.3.3.7 The Contractor is required to pre-plan a training schedule on an annual basis. The Contractor must submit upon request by the City a written training schedule with specific topics and objections. The Contractor is required to hold training that may be pertinent to any Project issues at the time of the training as they relate to vehicle operators.
- 3.3.3.8 The Contractor will offer Contractor selected experienced vehicle operators the training opportunity to earn their Behind-the-Wheel Certification.

- 3.3.3.9 The Contractor will offer Contractor selected experienced vehicle operators the opportunity to become LLLC Defensive Driving Instructor Certified.

3.3.4 Subcontractors

- 3.3.4.1 The Contractor is required to maintain the level of all subcontractor participation listed in the Contractor's Schedule A (See Exhibit 3) throughout the contract term.

3.3.4.2 Subcontractor Substitution During the Contract Duration

- 3.3.4.2.1 Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.

a. The Consultant shall request approval of the Awarding Authority for all substitutions of bid-listed (Schedule A) subconsultants.

b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.

- 3.3.4.2.2 MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) subconsultant, the Consultant must perform a BIP Supplemental Outreach to replace the subconsultant.

a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:

1. Name of company contacted; contact person and telephone number; date and time of contact.
2. Response for each area of work which was solicited, including dollar amounts.
3. Reason for selection or rejection of sub-bid prospect.
4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Office of Contract

Compliance by e-mail at bca.biphelp@lacity.org for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.

b. The Consultant shall submit all documentation to the Awarding Authority's Project Manager who may refer it to the Office of Contract Compliance for review and approval.

3.3.4.2.3 In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:

a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.

b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.

c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

3.4 Fare Collection and Accountability

The Contractor will accept cash, all LADOT prepaid fare media Cityride Cards and Access Services ID Cards as fare on the Cityride Paratransit Program's Cityride DAR services.

3.4.1 Fare Collection

The Contractor's vehicle operators or other authorized personnel will collect from all passengers on each vehicle the amount of fare per the Cityride Program fare policy. See Exhibit 4 for Cityride Program fare policy. The City reserves the right to modify the Cityride Program fare policy during the term of this Agreement.

The Contractor will maintain the security of fareboxes and associated revenue collection systems. The Contractor will not accept from passengers any trip tickets, transfer passes, or non-cash fare substitutes other than those specified by the City.

3.4.2 Accuracy

The Contractor will ensure an accurate count of all collected revenues. The Contractor will provide LADOT's Accounting Division with a daily receipt and the Contractor's bank account statements for their revenue collection account as a verification of the revenue collected. The City reserves the right to count revenues contained in each farebox vault at any time without any notice and to change the delivery process with thirty (30) days' written notice.

3.4.3 Farebox and Vaulting Security Procedures

The Contractor is responsible for providing security over the collected funds, equipment in service, and all inventoried fareboxes and associated equipment. The Contractor will develop, place into service, and monitor procedures, controls, and security devices, including security cameras that will prevent theft or expose pilferage. The Contractor is required to submit Bank Deposit Slips and Bank Statements as proof of the revenue collected, and these must be submitted along with the monthly invoices. The Contractor is responsible for ensuring there are no discrepancies between the actual revenue counts and the estimated revenue counts from the ridership data, and if an investigation proves the Contractor failed to protect the City's revenues adequately, then the Contractor is responsible for reimbursing the City for the revenue shortages.

The Contractor will ensure the vault room is always secure. The Contractor will ensure there are a minimum of two people must always be present in the Contractor's vault room during money counting and a video camera is recording continuously during money counting. The Contractor must have a sign-off procedures are used to assure active security camera monitoring. The Contractor's sign-off log must be signed at least three times per week, indicating the start and end times of money counting and corresponding monitoring of the counting process. The Contractor's sign-off log must be kept in the vault for a Contractor specified time and is to be archived and preserved to assure written documentation of ongoing and uninterrupted compliance.

3.5 Safety and Security Requirements

The Contractor will be accountable for the safety and security of the transit operations and to help LADOT promote safety and security principles in their transit service employees.

The Contractor is responsible for maintaining a Safety and Security Plan to mitigation the risks associated with terrorist acts for passengers, operators, and all other personnel, including surveillance and security of equipment and facilities; coordination of emergency plans with the City; tactics and training to assess characteristics of a threat, implementation strategies for emergency response service; contingency plans for facilities and transport of personnel. The Contractor will update their Safety and Security Plan on an annual basis and submit it to the City.

3.5.1 Transit Maintenance Facility Security

- 3.5.1.1 All Contractor personnel are required to report to Contractor management all safety/security threats, verbal/physical incidents, crime, or vandalism immediately upon identification.
- 3.5.1.2 Contractor management will immediately contact the appropriate LADOT personnel upon notification of an incident. The Contractor personnel will complete and submit the designated Law Enforcement Service Request Form to the Los Angeles Police Department (LAPD) or any other security firm or agency

along with a copy to the Contractor's Project Manager or Assistant Project Manager, and the LADOT Project Manager.

- 3.5.1.3 Each month the Contractor will compile all daily reports and Law Enforcement Service Request Forms and include these reports in the Contractor's Monthly Report to the City.

3.5.2 Revenue Vehicle Security

- 3.5.2.1 The Contractor will ensure that all bus vehicle operators report to the dispatcher all safety/security threats, verbal/physical incidents, crime, or vandalism immediately after identification.
- 3.5.2.2 The Contractor dispatcher will immediately contact the appropriate LADOT personnel and report any revenue vehicle security threat, incident, crime, or vandalism is reported. The Contractor dispatcher will complete and submit the designated Law Enforcement Service Request Form to the LAPD or any other security firm or agency along with a copy to the Contractor's Project Manager or Assistant Project Manager and the LADOT Project Manager.

3.5.3 Safety/Security/Emergency Response Responsibilities

The Contractor will ensure all Contractor personnel understand and adopt into their operating policies the expected specific roles and responsibilities identified in LADOT's Safety and Security Requirements listed in Exhibit 5, thereby increasing their personal safety and their passengers during normal operations and in emergency conditions.

3.5.4 Vehicle Fire Prevention and Safety Program

The Contractor must provide the City with a written Vehicle Fire Prevention and Safety Plan. The Contractor will be required to update the program annually. The Vehicle Fire Prevention and Safety Plan will include a detailed plan for routine inspections and maintenance for all vehicles and components that comprise the fire suppression system. The Contractor's Plan must detail the vehicle operator fire training procedures, including passenger evacuation, notification and reporting procedures, proper use of the fire suppression system, electrical shut-off procedures, and all vehicle campaigns that were conducted during the year, such as the replacement and reloading of fire suppression materials, fire extinguisher inspections, etc., and include any other details that will enhance the effectiveness of the Vehicle Fire Suppression and Safety Program. The Contractor will email a copy of the most current Contractor Vehicle Fire Prevention and Safety Program/Plan annually to the City's Maintenance Manager and to the City's Transit Safety and Security Manager.

3.6 Project Personnel

- 3.6.1 The Contractor is solely responsible for maintaining an adequate quality labor force and for the satisfactory work performance of all employees as described by this Agreement

or any reasonable performance standard established by the City. The Contractor will maintain staffing in accordance with Exhibit 2 – Position and Task Report, herein incorporated by reference, of this Agreement.

- 3.6.2 The Contractor is required to maintain the staffing levels under the Position and Task Report at all times as the lack of operators, mechanics, field supervisors, key personnel, etc., has a direct impact on the quality of service on the streets.
- 3.6.3 If the Contractor is seeking an external candidate(s) to fill open positions, forty-five (45) days are allowed; for an internal candidate, thirty (30) days are allowed. If the Contractor neglects to fill a vacancy, the City may assess the Contractor a penalty of \$100 per day for each day after the allotted time. If Contractor Management positions are vacant for more than thirty (30) days, the City may elect to deduct from the monthly invoice the Contractor's proposed salary for each month the position is not filled.
- 3.6.4 The Contractor is required to comply with the City's Living Wage Ordinance throughout the contract period.
- 3.6.5 The Contractor shall be solely responsible for payment of all employees' wages and benefits and subcontractors' costs. Without any additional expense to the City, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance, and Social Security. The Contractor shall defend, indemnify, and hold the City harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices. The City shall have the right to demand removal from the project, for reasonable cause (to be determined by the City), of any personnel furnished by the Contractor.
- 3.6.6 The Contractor is responsible for notifying the City regarding any changes in proposed key personnel duties or hours that deviate from their original proposal. Essential personnel includes the following positions: Project Manager, Assistant Project Manager, Safety/Training Manager, Maintenance Manager, and Assistant Maintenance Manager/Lead Mechanic, Data Manager.

The Contractor will input into the City's Management Information System (MIS) system the staffing updates (Position and Task Report) every month, and when any updates or modifications from the original proposal occur.

- 3.6.7 The City reserves the right to approve any changes in the proposed personnel duties or hours per this project. The Contractor will notify the City, in writing, of new hires or reassignments of management project personnel. The City reserves the right to approve any changes in the Contractor's proposed key project staff.
- 3.6.8 The Contractor will ensure that all Contractor Project Personnel are versed in the Cityride Paratransit Program to the extent that their assigned duties require contact with the Cityride participants or potential participants. The Contractor Project Manager,

Assistant Project Manager(s), Dispatchers, Reservationists, and Vehicle Operators are to have a full understanding of the Cityride Paratransit Program.

3.6.9 Project Manager

The Contractor will ensure the Project Manager is 100% dedicated to this project and acts as a liaison, working cooperatively with City staff in providing operational data, responding to comments from passengers and the general public, coordinate detours and public information for service alerts, and respond to specific requests for other assistance as the need arises.

The Contractor will ensure that the Project Manager serves a minimum two-year term on this project before the Contractor considers reassignment to any other position or project.

The Contractor will ensure that the Project Manager attends City meetings and reports on the Cityride Paratransit Program status. The Contractor shall ensure its Project Manager shall be available to meet with the City as required.

The Contractor Project Manager will provide both on-site supervision and management of the project's accounts and operating records. The City reserves the right to approve any change of the Contractor Project Manager for this service.

Under this Agreement on-site supervision includes, but is not limited to, the following duties: training and scheduling of all regularly assigned project personnel; arranging of assignments of qualified back-up personnel whenever necessary; the distribution, collection, and accuracy of all reports; the daily monitoring of ridership and fare collection; supervision of all project staff to ensure the provision of quality service that meets or exceeds the requirements of this project; and Project Management.

The Contractor Project Management includes, but is not limited to, the following: the preparation of daily, weekly, monthly, quarterly, annual, and ad hoc reports requested by the City; maintenance of the project's accounts and operating records; and the preparation of the monthly invoice that will document all charges minus the total amount of cash fares collected, and minus any performance penalties.

The Contractor Project Manager will be responsible for the complete operation and maintenance of all City-owned vehicles (including all ancillary equipment, i.e., wheelchair lifts/ramps, HVAC, fareboxes, schedule holders, etc.). The Contractor Project Manager will assume immediate responsibility for any operational problems, complaint resolutions, and the accurate reporting of these problems and complaints to the City.

The Contractor Project Manager shall be available to meet with or respond to inquiries from the City or public Monday through Friday between 8:00 AM and 5:00 PM.

3.6.10 Assistant Project Manager

The Contractor will provide Assistant Project Managers to this Project. The Contractor Assistant Project Managers will directly supervise the daily activities of all vehicle operators, dispatchers, and other personnel necessary to support system operations in the provision of services. A Contractor Assistant Project Manager or the Project Manager must be on-site at one of the Cityride DAR transit maintenance facilities during regular business hours and available to respond to Contractor staff or LADOT staff questions.

3.6.11 Safety/Training Manager

The Contractor will provide a Safety/Training Manager that is 100% dedicated to this project. The Safety/Training Manager will handle all safety-related functions and related reporting exclusively. The Safety/Training Manager will be the point of contact for accidents, claims, and complaints regarding vehicle operations, or vehicle operator driving skills. The Safety/Training Manager will bring all claims and lawsuits to the attention of the Contractor's Management responsible for resolving such issues.

3.6.12 Trainer

The Contractor Trainer will be responsible for the training of all vehicle operators assigned to the Cityride Paratransit Dial-a-Ride Project. The Contractor Trainer may use Behind-the-Wheel Certified Driver to assist with the behind-the-wheel vehicle operator training.

3.6.13 Maintenance Manager

The Contractor will provide the services of a qualified Maintenance Manager that has a minimum of three years' experience in managing and supervising the maintenance function of a shop similar in size and complexity to the services herein described.

The Contractor will assign a full-time, 100% dedicated Maintenance Manager. The Contractor Maintenance Manager will ensure that all vehicle performance standards are adhered to and that all vehicles get systematically inspected, maintained, and repaired while minimizing time out of service. The Contractor Maintenance Manager is responsible for providing vehicle maintenance supervision, quality oversight, and administrative support. The Contractor Maintenance Manager must have a valid California Class B license (with appropriate endorsements).

The Contractor Maintenance Manager's responsibilities will include, but not be limited to:

- the oversight of maintenance personnel;
- the organization of the maintenance yard;
- the tracking of maintenance quality;
- the monitoring and correctness of all maintenance reporting into the City's MIS system;
- the monitoring and analysis of PMI on-time performance and quality;
- the monitoring of monthly vehicle road calls and breakdowns;
- the monitoring of monthly vehicle engine/transmission condition;
- the oversight of the oil analysis program; and

- develop any engine/transmission rebuild campaigns to maximize the miles between road calls, and minimize the miles between road failures.

Should the services of the Maintenance Manager become unavailable to the Contractor, the resume and qualifications of the proposed replacement shall be submitted to the City for approval as soon as possible. In no event can Contractor provide this information later than ten (10) working days prior to the departure of the incumbent Maintenance Manager unless the Contractor was not provided with such notice by the departing employee. Should the position of Maintenance Manager remain unfilled for a period of 30 days or more, the City may deduct the Maintenance Manager's compensation for the Contractor's payments.

3.6.14 Assistant Maintenance Manager/Lead Mechanic

The Contractor Assistant Maintenance Manager's/Lead Mechanic responsibilities will include, but not be limited to, assisting the Maintenance Manager with the oversight of maintenance personnel, the organization of the maintenance yard, and various administrative duties. The Contractor Assistant Maintenance Manager/Lead Mechanic is responsible for supervising the maintenance operation during shifts when the Maintenance Manager is not at the transit maintenance facility. The Contractor Maintenance Manager or Assistant Maintenance Manager/Lead Mechanic must be on-site during regular business hours. The Contractor Assistant Maintenance Manager or a Lead Mechanic must be at least an "A" Level Mechanic (see Exhibit 6) before the date of hire and must have a valid California Class B license (with appropriate endorsements).

3.6.15 Data Manager

The Contractor will ensure that all personnel required to input data, input forms, and reports into the City's automated web-enabled MIS system be able to do so with the highest level of accuracy and proficiency. The Contractor Data Manager must be 100% dedicated to this project and have previous experience preparing NTD data reports. The Contractor Data Manager will oversee the data inputting, collection, and reporting for Cityride Paratransit Program.

3.6.16 Field Supervisors

The Contractor will provide Field Supervision for the Cityride DAR services. The Contractor will provide two (2) full-time Field Supervisors for the Cityride DAR service.

The Contractor Field Supervisors' tasks include, but are not be limited to, the ability to facilitate fleet deployment, ensure vehicle operators perform pre-trip and post-trip inspections, monitor on-time service performance, provide extensive field support to minimize service interruptions, respond to road calls and other in-field service requests, and to assist in data collection and reporting of service disturbances (accidents, injuries, passenger conflicts, etc.).

All Contractor Field Supervision personnel will be prepared, in cases of emergency, to function as Vehicle Operators. All Field Supervision personnel are required to have a valid California Class B (with appropriate endorsements) driver's license and Medical Examination Certificate, as well

as any other licenses required by applicable federal, state, and local regulations, including operator's permits issued by the City Board of Transportation Commissioners.

3.6.17 Dispatchers

The Contractor will provide a minimum of three (3) Dispatchers under this Agreement. The Contractor Dispatchers are to be 100% dedicated to this project. A Contractor Dispatcher must be available from the time the vehicle operators sign in until the time the last revenue service vehicle returns to the yard each evening.

Contractor Dispatchers are responsible for coordinating vehicle and vehicle operator assignments, monitoring radio transmissions for service quality, responding to requests or inquiries from operation personnel or City staff, monitoring daily traffic conditions, responding to service interruptions and alterations, and logging all service responses to disruptions and alterations.

Contractor Dispatchers, and any other personnel assigned to answer the Contractor's telephones, will receive customer service training, operational training, radio procedures, and accident/incident procedures.

3.6.18 Reservationists

The Contractor is responsible for providing a minimum of four (4) number of trained personnel to answer the telephones during regular working hours (8:00 a.m. PST to 5:00 p.m. PST) to ensure participants have access to schedule trips throughout the day, especially during the peak periods 8:00 a.m. through 10:00 a.m., and 3:00 p.m. through 5:00 p.m. Due to the high number of calls, the Contractor is responsible for ensuring participants are not placed on hold for more than two (2) minutes at all times. The Contractor will monitor and record all calls for training purposes.

The Contractor will ensure that all Reservationists receive annual training in customer service and sensitivity to the special needs of the elderly and individuals with disabilities. The Contractor will ensure that all Reservationists receive ongoing training to maintain quality of service and their Cityride Paratransit Program knowledge.

The Contractor shall ensure that all Reservationists must be trained in all aspects of the program, including eligibility requirements and customer service, and be sensitive to the special needs of the elderly and individuals with disabilities.

The Contractor will conduct quarterly training classes to ensure that all reservationists are trained on any Cityride Paratransit Program changes. The quarterly training classes will also include refresher courses covering the following subjects: ADA requirements, sensitivity training, customer service training, and the special needs of the elderly and individuals with disabilities.

The Contractor Reservationists must be familiar with other transportation options available to participants in their service area. The Contractor Reservationists must speak clear, concise, and

fluent English, with at least one Reservationist on duty throughout the day who is available and is fluent in Spanish.

3.6.19 Mechanics

The Contractor will ensure all maintenance personnel assigned to work on Cityride DAR vehicles and equipment have the necessary skills to:

- Conduct preventive maintenance inspections and accurately complete all associated paperwork
- Inspect vehicle engines, transmissions, and other mechanical, electrical, and electrical parts and components, including the HVAC system and wheelchair lifts
- Diagnose vehicle engines, transmission, electrical, and electronic component system problems, including HVAC and wheelchair lifts; and
- Repair vehicle engines, transmissions, and other mechanical electronic and electronic parts and components, including HVAC and wheelchair lifts.

The Contractor will provide a minimum of one Mechanic for every ten assigned vehicles (1:10) for each service. The Contractor's mechanics are required to have a California Class B license and required endorsements but with medical exemption. The City is limiting the number of "C" mechanics to one (1) for this project. See Exhibit 6 for Mechanic qualification levels requirements and definitions.

The Contractor will submit electronically by email and input into the City's MIS system a semi-annual list of all mechanic positions with the name of the Mechanic assigned to each position, their skill level, ASE certification(s) with their expiration date(s), and changes or vacancies of each position.

3.6.20 Vehicle Operators

Vehicle Operators will work on a schedule that ensures a consistent and overall high quality of service. The Contractor is responsible for obtaining permits for all vehicle operators from the City. The Contractor shall conduct an adequate background check on each vehicle operator to ensure all vehicle operators meet the following standards and are qualified to perform the intended services:

- An employee (full or part-time) of the Contractor must maintain continuous possession of a valid California driver's license, Medical Examination Certificate, vehicle operator permits issued by the City Board of Transportation Commissioners, and possession of a Class A or B license;
- Not more than two moving violations in the past five years and no DWI/DUI convictions within the last seven years;
- Demonstrated command of the English language, both oral and written;
- Ability to resolve complaints and problems as required;
- No felony conviction history; and
- Pass Federal drug and alcohol testing regulations

The Contractor must conduct an employee pre-employment screening process that mirrors the City's criteria for bus vehicle operators or comply with industry practices that comply with standards set by the Federal Transit Administration (FTA), Federal Bureau of Investigation (FBI), and the United States Department of Homeland Security (DHS).

The Contractor shall conduct pre-employment DMV checks of all personnel, including independent contractors or subcontractor employees hired for service. The Contractor shall also check DMV records at least every six (6) months for accidents, vehicle code violations, and validity of driver's licenses of all employees whose job required them to operate vehicles for this project. The Contractors shall file, by vehicle operator name, all DMV records. The Contractor shall maintain these files in a centrally located place. The Contractor shall prepare for the City's use every three (3) months a list of current vehicle operators and their City permit numbers. It is the responsibility of the Contractor that driver's permits are always current.

All vehicle operators operating City vehicles are subject to the following City fees.

DRIVER PERMIT (CURRENT)

- \$106/driver - New Drivers
- \$146/driver – Bi-Annual Renewal (2-year permit)
- \$88/driver – Fingerprinting Costs
- \$52/driver – Replacement of Lost Permit Cards

ANTICIPATED DRIVER PERMIT NEW RATES (Anticipated Start Date of December 1, 2022)

- \$98/driver – New Drivers
- \$103/driver – Bi-Annual Renewal (2-year permit)
- \$107/driver – Fingerprinting Costs
- \$111/driver – Replacement of Lost Permit Cards

The anticipated new driver permit rates are pending approval and may be delayed due to the current COVID-19 pandemic Transportation Committee and City Council meeting delays.

These rates are subject to change. In the event that the driver permit fees are raised above those as indicated in this Section, the City agrees to pay the Contractor the difference between the above "Anticipated Driver Permit New Rates" and the new higher rates.

While performing their duties on the route, vehicle operators shall maintain a clean and neat appearance and shall be in a uniform that displays the operator's name. The City has the right to approve or disapprove of the vehicle operators' uniforms to be used for the service. The Contractor is responsible for the maintenance and replacement of operator uniforms.

The Contractor will ensure that any vehicle operator observed running a red light will be suspended for a minimum of three days for the first offense. If the vehicle operator commits a second offense of running a red light, the vehicle operator will not be allowed to drive for LADOT services. If the first offense is egregious enough as determined by LADOT, LADOT may

request that the vehicle operator be removed from the operation of LADOT services immediately.

A vehicle operator observed not to comply with the law or any ordinance may result in the vehicle operator not being allowed to drive for any LADOT Transit Service. Please note that if the offense (as determined by LADOT) is egregious enough, LADOT reserves the right to have the operator removed from the operation of LADOT services immediately.

3.6.21 Security Guards

All security personnel must meet the “Security of Guard Standards” and be licensed by the State of California Department of Consumer Affairs (DCA), and all frontline employees should be required to have an FBI/National Watch list background check.

- Designated security personnel will conduct roving safety and security patrols in both the administrative facility and the maintenance facility areas with limited or irregular staff presence.
- Security patrols will, at a minimum, cover restricted areas: main power supply switchgear, lighting controls, perimeter access points, vehicle parking areas, communications, operations control centers, and waterside access areas.
- Designated personnel must be able to respond immediately to a security alert signal in accordance with procedures as established by the City.
- Records of unusual occurrences encountered during security patrols will be recorded in a log. Such records should be maintained and must be available for inspection.
- The Contractor will always have a minimum of two (2) Security Guards on duty.
- The Contractor will provide Security Guards on duty 24-hours/7-days a week at both Transit Maintenance Facilities used for the Cityride Program.

3.7 Apple iPhone Requirements

The Contractor will provide the City with two (2) Apple iPhones for LADOT use. The Apple iPhones must be the latest available version when the contract begins. The Contractor shall provide the wireless cell phone connection service with an unlimited data texting plan for each iPhone provided. The Contractor may be required to add international service to the iPhone service plans if requested by LADOT. The Contractor shall replace the iPhones every two (2) years during the contract period. If any of these iPhones are lost, damaged, or stolen during the contract term, the Contractor will be responsible for replacement and associated costs. The replacement iPhones will be upgraded to the latest iPhone version available. The Contractor may be required to ensure cell phone numbers transfer from the existing contractor cell phones to one or more of these iPhones. At the end of the contract, the Contractor will assist in cell phone number transfers at the City’s request.

The Contractor will provide all items listed in this Section by the beginning of the contract term. All iPhones will become the property of LADOT at the end of the contract period.

4. SCOPE OF WORK

The Contractor will manage and operate the Cityride Paratransit Program which offers transportation to individuals 65 years of age or older and qualified persons with disabilities residing in the City of Los Angeles and select areas of Los Angeles County. The Cityride Paratransit Program consists of two distinct services: Cityride Dial-a-Ride (DAR) services and the Paratransit Overflow services. The Cityride Dial-a-Ride services provide curb-to-curb paratransit service to Cityride participants, see in Exhibit 7 for service description and requirements. The Paratransit Overflow services provide trips to Cityride participants when the Cityride Dial-a-Ride Services are unavailable using the City's taxicab companies.

The City's Paratransit Overflow services requires the Contractor to negotiate and contract with the City permitted taxicab companies (hereinafter known interchangeably as the "taxicabs" or "taxis") to provide transportation for those participants trips as needed to increase the overall effectiveness of the Cityride DAR service. The City is considering the addition of transportation network company(ies) (hereinafter known as "TNCs") to the Paratransit Overflow services during the term of the Agreement. The Contractor agrees to pay the taxicab company the negotiated trip rate to offset the difference between the subsidized rate and the trip's actual rate plus a minimal administrative fee.

The Contractor will provide the City with a copy of any Agreement entered into by the Contractor and City permitted taxicab company to provide the Paratransit Overflow Services.

The Contractor will provide the Transit Miner performance monitoring platform, TripSpark Notifications IVR, and Taximate to the Contractor's subcontracted taxicab companies.

4.1 General Requirements

- 4.1.1 The Contractor shall be responsible for all operational activities, including route supervision. The Contractor shall coordinate, manage, and control all necessary program activities, which include: providing vehicle operations, vehicle maintenance, operating personnel, providing vehicle operators, and other personnel; training; providing reservations phone system and personnel; developing administrative procedures, performance statistics, and financial records; route and schedule planning; reservations, scheduling, and dispatching of participant's trips; Federal Transit Administration (FTA) National Transportation Database (NTD) data collection; FTA Financial Reporting, and reporting; program audits and development methods to maximize service efficiency.
- 4.1.2 The Contractor shall provide operations management at a level sufficient to oversee its functions and employees. The Contractor will provide all necessary personnel, equipment, and services to operate the Cityride Paratransit Program.
- 4.1.3 The Contractor will not make operational modifications that affect the level of service, including but not limited to hours of operation, schedule, or routes without the prior written approval of the City.
- 4.1.4 The Contractor shall not enter into any agreement with any other party for the use of equipment or personnel dedicated to this service without the City's written approval. All

vehicle operators must have current City driver permits issued after a City-conducted driver investigation.

- 4.1.5 The Contractor will be responsible for the maintenance and condition of the assigned Cityride DAR fleet vehicles. All vehicle maintenance, general supplies, and services required for the operation of Cityride DAR services shall be furnished by the Contractor unless otherwise specified.
- 4.1.6 The Contractor will provide continuous supervision of Cityride DAR services during revenue operations, including monitoring schedule adherence, on-street operations, and on-route compliance.
- 4.1.7 The Contractor shall provide a high-quality customer service-oriented paratransit bus operation. The City will closely monitor the service for compliance with all contractual aspects. The Contractor shall abide by and obey all applicable Federal, State, and City laws. The Contractor must also fully comply with all provisions of the Federal Americans with Disabilities Act (ADA).
- 4.1.8 The City is recently completing the development of a Safety Plan in compliance with FTA Safety Management System (SMS) requirements. When completed, the Contractor will assist the City in its implementation and to adopt the specified monitoring, risk management, and reporting procedures. The Contractor shall be familiar with the Federal Public Transportation Agency Safety Plan (PTASP) requirements and will implement the City's plan. See <https://www.transit.dot.gov/PTASP> for requirements.
- 4.1.9 The Contractor is responsible for the coordination of all paratransit overflow service trips with the Paratransit Overflow service providers. Participant trips are limited to the ten (10) mile maximum trip length when using the Paratransit Overflow service. The Contractor is responsible for providing sufficient Paratransit Overflow service to ensure there are no trip denials.

4.2 Drug-Free Workplace

Contractor shall comply with:

- **U.S. Department of Transportation (DOT)**
"Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40 to the extent applicable.
- **Federal Transit Administration (FTA)**
"Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.
- **Drug and Alcohol Testing Program**
If any of the work under this contract falls within the scope of 49 CFR Part 655, the Contractor (as applicable) shall implement all programs required under regulations,

including without limitation, a Drug and Alcohol Testing Program and an anti-drug use and alcohol misuse program, in full compliance with the regulations.

- **Certificate of Compliance**

The Certificate of Compliance with 49 CFR Parts 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit, submitted by the Contractor prior to award, is incorporated as part of the contract documents (See Attachment B – Contracting Provisions for Federal Transit Administration (FTA) Funds).

- **Contractor Oversight**

LADOT will conduct ongoing oversight to ensure the Contractor's compliance with the DOT/FTA regulations during the term of the contract. The Contractor will provide LADOT with a copy of their Anti-Drug and Alcohol Misuse Policy and related forms, quarterly and annual drug and alcohol testing reports, and other information as requested. Noncompliance may result in suspension or termination of the contract and/or non-payment of outstanding invoices.

These regulations apply to all "Contractor and Subcontractor(s)" that have "covered employees" that perform "Safety Sensitive Functions" as these terms are defined in the regulations.

4.3 Cityride DAR Fleet Vehicles

4.3.1 The Contractor will be provided with vehicles by the City in sufficient number and capacity to provide the services as described herein.

4.3.2 The Contractor will be responsible for the maintenance of all service vehicles and must ensure that all vehicle warranty work is performed in accordance with the warranty conditions, if applicable. The Contractor will ensure that all revenue vehicles are stored in a guarded, fenced, and well-lit secure area when not in revenue service. The Contractor will not use service vehicles on any other service than that specified in this Agreement without specific written authority from LADOT. The Contractor will maintain all in-service and spare vehicles provided as part of this project.

4.3.3 Non-Service/Non-Revenue Vehicles

The Contractor is required to provide non-service/non-revenue vehicles. The Contractor will provide the non-service/non-revenue vehicles for the term of this Agreement. LADOT reserves the right to do an ongoing inspection of non-service/non-revenue vehicles, including their preventive maintenance records and lease agreements. The Contractor will fuel all non-service/non-revenue vehicles, and the fueling costs for all non-service/non-revenue vehicles are included in the hourly revenue rate indicated in Exhibit 1 of this Agreement.

4.3.4 Cityride DAR Fleet Vehicle Availability

The Contractor is responsible for ensuring enough vehicles are available daily in order to meet the Cityride DAR service needs. At a minimum, the Contractor will have forty (40) vehicles available for revenue service daily, except for weekends and holidays unless otherwise directed by the City.

4.3.5 Vehicle Fueling/Charging

The City will reimburse the Contractor for actual fuel (gasoline, propane, and electric) costs incurred for all revenue service vehicles. The Contractor will utilize separate fuel cards for each Cityride DAR vehicle. Contractor provided fuel cards are to be used for vehicle fueling/charging at off-site locations or share use locations and are to be used only for that assigned vehicle. The Contractor is responsible for entering the date the vehicle is fueled, the vehicle mileage, and the number of gallons (or gallon equivalent) purchased by vehicle number into the City's MIS daily for every Cityride DAR fleet vehicle assigned.

If the Contractor is operating out of a transit maintenance facility that has a fueling station or charging station on the facility, the Contractor may use a Fuel/Charging logbook instead of fuel cards to log the date, vehicle number, fuel type, and the amount of fuel/charge.

The City shall reserve the right to compare the fuel rate being requested for reimbursement by the Contractor to available information concerning the average retail rate in the region each month to determine whether the Contractor is billing a reasonable rate for fuel. The City reserves the right to withhold or modify payment of the Contractor's request for fuel cost reimbursement if the Department determines that the invoiced costs for fuel are above the average retail fuel costs in the area.

The Contractor will accurately document daily fuel usage by vehicle and mileage with a monthly per vehicle and fleet total. The form shall include a column with formula calculations to depict monthly miles per gallon by vehicle and by the fleet. The Contractor shall submit the fuel usage and mileage details to the City within the monthly report, on a spreadsheet form approved by the City, or electronically through a web-enabled database.

The fuel used on the City-owned Cityride DAR fleet vehicles is a straight pass-through cost. The Contractor will need to present receipts/bills (subject to review) for the fuel to be reimbursed by the City. The Contractor is responsible for costs associated with fueling of their non-service/non-revenue fleet vehicles provided under this Agreement.

4.3.6 Radio Communication System

The Contractor will provide, install, and maintain a radio communications system that will allow for timely and efficient communication, dispatching, coordinating, and responding to necessary service calls. Each revenue service vehicle, as well as each administrative vehicle, shall have a receiver/transmitter installed and operational. The

Contractor will provide handheld mobile units for all street supervisors, vehicles with temporarily inoperative radios, and other personnel as needed. The Contractor shall also provide LADOT project managers and maintenance support staff with a minimum of three (3) handheld radios to enable LADOT to monitor the Contractor's radio transmissions. The Contractor must use the same radio systems in the service area to ensure effective communication between all staff and vehicle operators.

4.3.7 Public WiFi

All Cityride DAR vehicles model year 2018 and newer are equipped with a modem used to provide Cityride participants free WiFi access. The City contracts with Syncromatics for the installation, maintenance, and repair of the cradle-point router used to supply public WiFi access on Cityride DAR vehicles model year 2018 and newer. The Contractor will allow access to Cityride DAR vehicles for Syncromatics technicians to maintain and repair the cradle-point routers. The associated costs for the cellular service allowing WiFi access on Cityride DAR vehicles will be provided and paid directly by the City. The Contractor will be responsible for coordinating with the City to arrange installation dates with Syncromatics technicians.

In cases where the public WiFi is not working, the Contractor will immediately notify the City. The City will arrange for Syncromatics technician on-site repairs as required.

4.3.8 Tablets

The City will transfer a total of fifty (50) tablets (includes six (6) spares) to the Contractor for use on the DAR vehicles. The Contractor will ensure that the tablets are installed using brackets to safely and securely hold the tablets during service. The Contractor will be responsible for installing safety and security applications to ensure that only City authorized applications are installed in the Cityride Card Readers.

The Contractor will ensure all tablets have Trapeze DriverMate application and SOTI MobiControl to provide redundancy in the GPS location, and to lock down the Android OS for work-related applications only. The Contractor will provide the MJM Faring System for electronic fare collection. The Contractor will integrate the MJM Faring System with the Trapeze system to support the seamless transmission of faring data.

The Contractor will be responsible for maintenance, repair, upkeep, and warranty of the tablets or proposed alternative devices. The Contractor will provide all necessary equipment, accessories, or peripheral equipment to ensure that the tablets or proposed alternative devices are operational and can be used for their intended purpose.

4.3.9 Vehicle Condition

The Contractor will maintain all revenue vehicles and vehicle equipment in excellent working condition both operationally and in appearance, including free from graffiti. The Contractor-supplied vehicles must be maintained using the same preventive

maintenance, graphic, and cleanliness standards as the City provided revenue vehicles if the City authorizes the use of non-City owned vehicles.

4.3.10 Revenue Vehicle Advertisement

The Contractor will be required to cooperate with the City's contracted advertising firm by ensuring access to the facilities and the City-owned vehicles. On occasion, the Contractor may be required to assist the City with the installation of interior advertising (car cards) beyond the scope of the City's contracted Advertisement Firm.

4.3.11 Vehicle Fire Prevention, Fuel Detection, and Safety Program

The Contractor will develop an ongoing Vehicle Fire Prevention and Safety Program to be included in their maintenance program for City-provided vehicles and training for their vehicle operators. The Contractor's Vehicle Fire Prevention, Fuel Detection, and Safety Program will include a detailed plan for regular inspection and maintenance for all vehicles and affected components, including the fire suppression/fuel detection systems. The Contractor must conduct regular inspections and replacement, if needed, for exhaust heat blankets that cover the catalytic converters. Catalytic converters must be maintained pursuant to Section 4.15.5 Preventive Maintenance of Catalytic Converters of this Agreement. The Contractor's Vehicle Fire Prevention, Fuel Detection, and Safety Program must detail vehicle operator notification of dispatcher, proper use of the fire suppression/fuel detection systems, electrical cut-off procedures, etc. The Contractor must submit a Vehicle Fire Prevention, Fuel Detection, and Safety Program annually to the City, which will include all vehicle campaigns conducted during the prior year, such as exhaust blanket replacement and reloading of fire suppression materials.

4.3.12 Applicable Codes and Regulations

The Contractor will ensure all vehicles used for this proposal are safe for operation on public streets and freeways over the term of the project and meet all requirements in the California Vehicle Code for a public transit bus. The Contractor will ensure that all parts of the vehicle and all equipment mounted on or in the vehicle shall conform to the California Vehicle Safety Standards and the California Administrative Code, Title 13. The Contractor will pay particular attention to the California Highway Patrol Motor Carrier Safety Regulations. Each vehicle is required to be inspected annually by the California Highway Patrol (CHP) as it pertains to the CHP, Title 13. The Contractor shall notify the City of inspections performed by a governmental agency other than the City. The results of those inspections shall be transmitted to the City immediately, and any applicable, signed certification shall be displayed or carried on the vehicles.

The Contractor shall maintain a record of satisfactory California Highway Patrol (CHP) terminal inspections throughout the life of the contract. If the Contractor receives an unsatisfactory rating from the CHP, the Contractor shall notify the City immediately and state what is being done to correct the deficiency. If the vehicle operating authority fails under the California Utilities Commission (PUC) and if the PUC revokes the permits to

operate the vehicles in this service as a result of unsatisfactory inspection rating by the CHP, the vehicles shall not operate and a \$500, per vehicle, per day penalty, shall be assessed until a satisfactory inspection report is obtained.

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 proposes to use or subsequently utilizes, which the City deems unacceptable.

4.4 Cityride Program Coordinator Customer Service Center

The Contractor is required to cooperate with the Cityride Paratransit Program Coordinator throughout the term of the contract.

4.5 Reservations and Trip Scheduling

The Contractor is responsible for providing trained personnel to handle the large volume of telephone calls from Cityride participants. The Contractor is solely responsible for having an adequate labor force to ensure all telephone calls are answered in a timely manner.

The Contractor is responsible for ensuring that all dispatchers and reservationists are fully trained in the use and operation of the routing, scheduling, and dispatching system used by the Cityride DAR services.

The Contractor will provide a reservation, scheduling, and dispatch system (hereinafter known as "RSDS"). The RSDS must include the functionality as listed in Exhibit 8 – RSDS Required Functionalities.

The Contractor will provide the Trapeze PASS with the Trapeze MON add-on as the RSDS during the term of this Agreement. The Contractor will use the PASS-Info Server API to integrate with the Cityride passenger-facing application TripSpark Passenger Portal web to enable passengers to confirm, cancel, or book trips online or via a passenger-facing application. The Contractor will work with Trapeze to support in-app/online fare payment and customer complaints. The Contractor will provide two (2) licenses to LADOT to allow City Staff access to the RSDS.

LADOT reserves the right to procure its own RSDS system during the term of the contract. If so, the Contractor shall migrate to the new LADOT provided system. The cost of the Contractor in providing the RSDS system will be deducted from the monthly invoice, including any ancillary cost.

4.5.1 Telephone System Requirements

The Contractor will acquire and maintain a telephone system that can adequately handle the volume of phone calls and adjust to higher volumes of calls when needed. The Contractor should provide only one phone number with three menu options: one – for reservations, two – for cancellations, and three – for service routes and information.

The Contractor is responsible for purchasing and maintaining an automated telephone tracking system to monitor all incoming calls to the Cityride Paratransit Program. At a minimum, the tracking system should have the following capabilities: call times (the time each participant/caller spends on the phone talking to a reservationist); tracking the call hold times (the time it takes from the point the call enters the queue to the point the caller talks to a reservationist); average call times; average hold times; the number of calls in the queue at any requested time-period; hourly call times; the number of missed calls (incoming calls that receive a busy tone); the number of dropped calls; and the number of reservationists logged on the phone system to receive phone calls during any requested time-period.

The Contractor will use TripSpark Notifications application to provide interactive voice response (IVR) technology that enables passengers to book trips by either calling or texting into the Notifications IVR platform. The TripSpark Notifications application will work in concert with the Contractor's telephone system and will be accessible 24-hours a day.

The Contractor will monitor and record all calls to ensure quality control. The Contractor is required to purchase and maintain a telephone recording system to be used for monitoring and training purposes.

4.5.2 Reservationist Availability and Telephone Reservation Hours

The Contractor will ensure that Reservationists are available to receive calls beginning at 8:00 a.m. PST each day, until 5:00 p.m. PST, Monday through Friday, except on Cityride Holidays. Each reservationist shall be assigned to no more than two (2) telephone lines during peak call times, and three (3) lines during non-peak call times. Sufficient staff and telephone lines must be available during reservation hours to ensure that the call hold time (the time it takes from the point the call enters the queue to the point the participant/caller talks to a reservationist) for a participant to speak to a staff member is no more than 120 seconds, even during peak periods. All reservations, scheduling, and dispatch staff must be able to communicate in English clearly. There must always be one staff member immediately available who is fluent in Spanish. Ninety-five percent (95%) of the calls per day must be able to enter the telephone queue.

4.5.3 Required Reservationist Training

In addition to the training requirements outlined in Section 3.2.18 of this Agreement, the Contractor Reservationists are to be trained to ask the following questions when scheduling a trip for a participant:

1. Your name and your Cityride Card number?
2. Your exact pick-up and drop-off addresses, including apartment or suite number?
3. What is your requested pick-up time and return time?
4. The time you would like to be at your destination?
5. Will you be using a wheelchair or other assistive device?
6. Will you have an attendant or service animal traveling with you?

One additional question for medical appointments:

1. What is your doctor's telephone number? May we call your doctor to verify your appointment?

And three additional questions if the participant notifies reservationist that they are traveling with an animal:

1. What kind of animal are you traveling with?
2. Is the animal a service animal?
3. What task are they trained to perform to assist you?

4.5.4 Trip Scheduling

The Contractor Reservationists are required to book Cityride participant trips in accordance with the Cityride Trip Scheduling Guidelines listed in Exhibit 9.

4.5.5 Participant Suspension from Cityride DAR Service

The Contractor is responsible for tracking the participants suspended by Cityride from using DAR services. The City will provide a copy of the Suspension Letter to the Contractor for their records. The letter will clearly identify the participant's name, the length of the suspension, and the cause that led to the suspension. It is the Contractor's responsibility to ensure that no Cityride DAR services are provided to the participant during the suspension period, as indicated in the suspension letter.

The Contractor must be familiar with and enforce the Cityride no-show policy: If a participant accrues three (3) no-shows within a thirty (30) day period, they are advised that if they get one more no-show during the next thirty (30) day period, they will be suspended from the Cityride DAR service for a minimum of thirty (30) days, and can be suspended sixty (60) or even ninety (90) days depending upon the number of occurrences of past suspensions. See **Exhibit 10** – Suspension Policy for Cityride DAR Services for further details on Cityride participant suspensions.

4.6 Quality, On-Time, and Reliable Service

The Contractor shall operate the services in a quality, on-time, and reliable manner. The City will closely monitor services and will work closely with the Contractor to ensure a high-quality service is provided to Cityride participants.

4.6.1 Schedule Adherence

The Contractor shall ensure that the service adheres to the service schedule set forth by LADOT in Section 4.6, "Quality, On-Time, and Reliable Service." The criteria listed below will be used by the City to assess the Contractor's adherence to scheduled service.

4.6.1.1 Definitions for Early and Late Trip

The City will use the following criteria to further define “early trip” and “late trip” as they apply to the specific service types listed below.

4.6.1.1.1 Early and Late Trip Definitions for DAR

An early trip is defined as when a participant is picked up fifteen (15) minutes or more prior to their scheduled pick-up time without their prior consent.

A late trip is defined as when a participant is picked up thirty-one (31) minutes or later from the scheduled pick-up time.

4.6.1.1.2 Early and Late Trip Definitions for Semi-fixed Routes

An early trip is defined as any trip in which the vehicle departs a time-point stop prior to the published time, as indicated on the public schedule. See below for the listing of the time-points.

A late trip is defined as any trip in which the vehicle arrives at a time-point stop six (6) minutes or more after the published time, as indicated on the public schedule. See below for the listing of the time-points.

Via Marisol Connector Time-Point Stops

Northbound at Telacu Vista
Northbound at Monterey Plaza
The 99¢ Only Store Entrance
Via Marisol and Via Arbolada (Southbound)
Collis Avenue and Edison Street
Via Marisol and Via Arbolada (Northbound)

Park La Brea Connector Time-Point Stops

Gardner Street at the Fairfax Branch Library
South Burnside Avenue and South Burnside Avenue
South Ogden Drive and South Alandale Avenue
South Fairfax Avenue and West 3rd Street
Beverly Boulevard and Genesee Avenue

4.6.1.2 Missed Trip

The Contractor shall run all scheduled trips every day the service is in operation and shall not miss a single trip. A missed trip is defined as when the vehicle operator arrives more than sixty (60) minutes after the scheduled pick-up time, or fails to arrive at the pick-up location. The Contractor shall have no more than one (1) missed trip in any single calendar month.

4.6.1.3 No-Show Trips

A “No-Show” is a rider who places a request for service but does not meet his or her ride within three (3) minutes of the vehicle’s arrival or does not call and cancel the trip at least two (2) hours before the scheduled pick-up time. Vehicle operators are to contact dispatch if a participant does not arrive within the three minutes of the vehicle’s arrival at the pick-up location.

Contractor Dispatch personnel will attempt to contact the participant to inform them of the vehicle’s arrival. If the Contractor dispatcher is able to establish communication with the participant and the participant is on their way to the pick-up location and will arrive within the next minute or two, the dispatcher will inform the vehicle operator to wait for the participant. However, if due to vehicle routing, this will cause the vehicle operator to be late to the vehicle operator’s next scheduled pick-up, the Contractor dispatcher will inform the participant that they missed the trip and release the vehicle operator from the location to continue on schedule for the next pick-up. In cases that the vehicle operator is told to continue to the next scheduled pick-up, the dispatcher will indicate in their records that the participant was a “no-show.”

4.6.1.4 Road Calls

Under this Agreement a road call shall be defined as when a mechanic and/or tow truck responds to a call for assistance for any reason. A road call is triggered the moment a mechanic leaves the yard or when a tow truck is sent regardless of whether the revenue vehicle went back to operations before the mechanic or tow truck arrived or regardless of whether the reported event was due to a mechanical failure or not.

4.6.1.5 Maximum Response Time for Breakdowns or Accidents

The Contractor will ensure the maximum response time from the moment a trouble call is received until a substitute revenue vehicle arrives shall not exceed thirty (30) minutes.

4.6.1.6 Maximum Time for Participant Trip to be Completed

All Cityride DAR trips are to be under sixty (60) minutes in time.

4.6.2 Vehicle Operator Safety and Preventable Accidents

The Contractor shall ensure that all vehicle operators adhere to safe and defensive driving procedures. The Contractor shall ensure that vehicle operators shall not use cell phones while driving, not run red lights, and that all vehicle operators comply with the speed limits. Vehicle operators are required to wear their seatbelts while operating the vehicle. The Contractor must take appropriate steps to ensure that preventable accidents are minimized.

Under this Agreement a “Preventable Accident” is defined as one in which the vehicle operator failed to exercise every reasonable precaution to prevent the accident. This is irrespective of

whether there is property damage or personal injury, the extent of the loss or injury, to whom it occurred, and the location of the accident.

4.6.3 Quality Customer Service

The Contractor shall ensure that the vehicle operators are courteous, have a neat and presentable appearance, and possess their driver's permits on them. The vehicle operator shall not be rude, confrontational, or disrespectful to passengers. Vehicle operators are not permitted to pass up riders. Vehicle operators must ensure that heating and air conditioning units are operating during revenue service and that complaint/complimentary cards are always on the revenue service vehicles. The Contractor must ensure that vehicle operators always have the correct brochure(s) in their revenue service vehicles.

4.6.4 Engine Idling

The Contractor's vehicle operators are not to idle the vehicles over five (5) minutes except for certain vehicles that need to keep their engines running at layover zones to maintain air condition unit temperatures during the summer season.

4.6.5 Americans with Disabilities Act (ADA) Requirements

Pursuant to Title 49, Part A of the Transportation Services for Individuals with Disabilities, subpart A (collectively referred to as "DOT ADA"), Section 37.23 (a), the Contractor shall meet the requirements of providing transportation services for individuals with disabilities the same way as if the City itself provides the service. The Contractor shall comply with Section 37.167 of the DOT ADA.

The City is providing the Contractor with vehicles for operating the service. The Contractor will ensure vehicle operators verbally announce stops pursuant to Section 37.167 (b) and (c) of the DOT ADA.

4.6.5.1 ADA Announcements on Semi-Fixed Routes

- A. Vehicle operators must announce both inside and outside the bus all transfer points with other fixed routes, other major intersections and destination points, and intervals along a route sufficient to permit individuals with visual impairments or other disabilities to be oriented to their location.
- B. Vehicle operators must announce any stop within the route upon request of an individual with a disability.
- C. If multiple routes serve a stop, vehicle operators shall provide a means by which an individual with a visual impairment or other disability is able to identify the proper vehicle to enter or be identified to the vehicle operator as a person seeking a ride on a particular route.

4.6.5.2 ADA Training

The Contractor shall ensure that its personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities pursuant to Section 37.173 of the DOT ADA. Training materials and manuals shall include existing vehicle operators and vehicle operators that require additional training as a result of observation or complaint.

4.6.5.3 Additional ADA Requirements

The Contractor shall also comply with all ADA requirements, including, but not limited to:

- Deploying functioning wheelchair lifts or ramps; allowing a passenger who uses a lift to disembark from the vehicle
- Having a functioning wheelchair lift or ramp
- Allowing service animals to accompany individuals with disabilities in vehicles
- Allowing a passenger with a disability traveling with a respirator or portable oxygen supply, consistent with the applicable DOT rules on the transportation of hazardous materials, to board and ride the bus
- Allowing a passenger with disabilities adequate time to allow the complete boarding or disembarking from a vehicle
- Allowing a passenger with disabilities priority seating by requesting passengers without disabilities to move from a seat or wheelchair securement location

4.6.5.4 Progressive Discipline of Vehicle Operators Violating ADA Requirements

The Contractor, as a private entity and third-party Contractor operating LADOT's service, is responsible for ensuring that vehicle operators are complying with all ADA requirements enumerated in this Agreement and the DOT ADA rules. The Contractor is required to administer progressive disciplinary actions against any vehicle operator who does not comply with the ADA requirements. LADOT reserves the right to impose additional penalties to the Contractor for failing to impose disciplinary actions against a vehicle operator violating ADA requirements.

4.6.5.5 Service Performance Standards and Penalties Relating to ADA Violations

In order to enforce the ADA requirements under Section 37.23 (a) and (b), the Service Performance Standards for ADA require a standard of 100% compliance. Any ADA violation

pursuant to this Agreement or any other section under the DOT ADA may result in a \$300 penalty per incident. Penalties shall be deducted from the monthly Contractor's Invoice.

4.7 City-Owned Transit Maintenance Facility Requirements

The Contractor is authorized to utilize five (5) of the administration offices, two (2) maintenance offices, and one (1) maintenance bay at the City-owned Sylmar Transit Maintenance Facility for the management, operation, and maintenance of the Cityride Paratransit Program. The Contractor will use the charging/fueling stations located on the Sylmar Transit Maintenance Facility for the Cityride DAR revenue service vehicles.

The Contractor is responsible for two percent (2%) of all building maintenance and repair costs, will provide (50%) of the security guard services, and is responsible for fifty percent (50%) of the facility custodial service costs at the Sylmar Transit Maintenance Facility.

If during the terms of this Agreement the City opens its new City-Owned South Region Transit Maintenance Facility and requires the Contractor to move Project Operations into the City-Owned Facility, the following will apply. The Contractor will operate as a separate entity while operating out of the new City-owned South Region Transit Maintenance Facility. The Cityride Paratransit Program Contractor will occupy no more than two (2) of the administration offices, two (2) maintenance offices, and one (1) maintenance bay at the new City-Owned South Region Transit Maintenance Facility. The Contractor will be allowed to use the charging/fueling stations located on the new facility. The Contractor will be responsible for six percent (6%) of all building maintenance and repair costs, 50% of the security guard services costs, and 50% of the facility custodial services costs if relocated during the contract term to a newly opened South Region Transit Maintenance Facility.

4.8 Contractor-owned/leased Transit Maintenance Facility Requirements

In the event the Contractor is required by the City to relocate its operations to a non-shared facility (ies) during the term of this Agreement, Contractor reserves the right to update its non-shared use facility (ies) plans, and related pricing should LADOT select this option. As required under the Request for Proposal, Contractor has identified two non-shared locations, and has negotiated lease rates and estimated needed leasehold improvements, which have been factored in its proposal. However, due to the current real estate market in the Los Angeles area, the facilities proposed may or may not be available at the time of award, given that Contractor has entered into a letter of intent which does not preclude the current landlords from leasing the facilities to other interested parties. Due to the uncertainty regarding which facility option LADOT will select, Contractor cannot guarantee the availability of these sites without entering into an actual lease agreement.

The Contractor-owned/leased facilities will include, but not be limited to, asphalted parking lot, a garage with portable lifting equipment with the ability to lift the bus overhead, steam cleaning facility properly equipped with approved clarification system, maintenance area, parts storage area, revenue vehicle cleaning and servicing area, administrative offices, vehicle operator break area, revenue vehicle parking lot and a dispatch area. The Contractor-owned/leased transit maintenance

facility must be equipped with all necessary upgrades/improvements to safely operate and maintain the City's Cityride DAR fleet.

The Contractor-owned/leased transit maintenance facility's maintenance area will be fully equipped with all equipment required to maintain all vehicles per the original equipment manufacturer (OEM) specifications, manufacturer's warranty, and preventive maintenance programs. The Contractor-owned/leased transit maintenance facility's maintenance area will include, but not be limited to, parking lot, garage floor, workbenches, oil drain area, parts room, restroom/washroom, shop tools, etc. The Contractor-owned/leased transit maintenance facility's maintenance area shall always be kept clean and safe 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 the Occupational Safety and Health Administration (OSHA) safety standards.

The Contractor will be responsible for the proper handling, use, storage, and disposal of all waste oil and hazardous materials produced at the facility and shall comply with all applicable Federal, State, and local laws, regulations, and requirements.

The Contractor will be responsible for supplying all office supplies, furnishings (including computers, monitors, copiers, printers, etc.), and storage areas necessary to perform the tasks and duties outlined in this Agreement.

The Contractor will assure that all electrical diagnostic, mechanical diagnostic, and repair equipment required or recommended by the original equipment manufacturer (OEM) bus builder or component manufacturer is provided to service the vehicles subject to this Agreement.

4.8.1 Facility Equipment Maintenance

The Contractor will ensure that any electronic and/or mechanical diagnostic and repair equipment required or recommended by the OEM bus builder or component manufacturer are provided to service the vehicles subject to this Agreement. This equipment will remain the City's property during and after the term of the Agreement. The Contractor must maintain an inventory of all equipment. The City's Risk Manager, LADOT Asset Manager, and LADOT Project Manager shall have access to this inventory and will periodically take inventory of said equipment. All warranties and instruction manuals/training materials will be the property of the City. The Contractor will deliver this equipment, all warranties, and instruction manuals/training materials to a City specified location(s), within the County of Los Angeles, at the end of the Agreement term or upon Agreement termination.

4.8.2 Computer, Internet, and WiFi Technology

The Contractor is responsible for the purchase, licensing, networking, installations, and programming of all computers, laptops, iPads, and any other communication equipment needed for the operation of the services as described in this Agreement. The Contractor must be able to, at a minimum, access/interface, enter, upload reports/data, monitor, summarize, generate reports, or otherwise handle and interact with the City's various technology platforms. The Contractor will provide and utilize the latest mobile technology (i.e., laptops, tablets,

smartphone devices, cloud computing, etc.) with Internet connectivity, at 5G speed or better, for use by the field supervisors or Contractor field personnel to access the various platforms from any location.

The Contractor is required to attend some meetings by way of the teleconference. The Contractor is responsible for the purchase, installation, maintenance, and upkeep of the telecommunications devices. The Contractor is required to set up a video conferencing room in all transit maintenance facilities utilized under this Agreement. The Contractor is responsible for any equipment, software, or internet service provider's costs associated with the video conferencing rooms.

The Contractor-owned/leased transit maintenance facility is required to have internet connectivity at 5G speed or better for use by dispatchers, reservationists, supervisors, management, and other Contractor personnel to access the various platforms necessary to complete their daily functions.

4.8.3 Facility Pavement Maintenance

The Contractor will be responsible for Contractor-owned/leased transit maintenance facility asphalt maintenance and repair throughout the contract period. Asphalt maintenance includes, but is not limited to, pothole repair, pitting repair, crack repairs, weed abatement, facility lot striping (including any traffic flow indicators), resurfacing, water abatement measures, grading measures, any necessary permitting/inspection costs, and yard driveway repairs.

The Contractor will be responsible for any required restriping to allow for additional vehicle parking due to fleet increases.

4.8.4 Transit Yard Access Management Standards

The Contractor is responsible for ensuring the Contractor-owned/leased transit maintenance facility complies with the guidelines outlined in **Exhibit 11 – Transit Yard Access Management Standards**.

4.9 Threat and Vulnerability Assessments

LADOT plans to conduct threat and vulnerability assessments of the Contractor's security plan(s) used to provide security for the transit maintenance facility(ies) used under this Agreement. The assessment will determine whether the Contractor complies with LADOT's Safety and Security requirements as contained in the Agreement and as revised to comply with the Federal Transit Administration (FTA) requirements. This Assessment will be completed no later than the end of the first year of the contract. The Contractor must address all deficiencies found as a result of the City's threat and vulnerability assessment within four (4) months of the completion of the evaluation report.

4.10 Hazardous Substances

During the term of this Agreement, the Contractor will be responsible for the proper handling, use, storage, and disposal of all waste oil and hazardous materials produced at the facility and shall comply with all applicable federal, state, and local laws, regulations, and requirements.

The term "Hazardous Substances" as used in this Agreement shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the transit maintenance facility(ies), is either: (a) potentially injurious to the public health, safety or welfare, the environment, or the facility(ies), (b) regulated or monitored by any governmental authority, or (c) a basis for the potential liability of Contractor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products, or fractions thereof.

The Contractor shall not engage in any activity in or on the transit maintenance facility(ies) which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of LADOT, and timely compliance (at Contractor's expense) will meet all applicable requirements. Under this Agreement a "Reportable Use" shall mean (a) the installation or use of any above or below ground storage tank, (b) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (c) the presence at the transit maintenance facility(ies) of a Hazardous Substance with respect to which any applicable requirements require that a notice be given to persons entering or occupying the transit maintenance facility(ies) or neighboring properties.

Notwithstanding the foregoing, the Contractor may use any ordinary and customary materials reasonably required to be used in the normal course of the agreed use, ordinary office supplies (copier, toner, liquid paper, glue, etc.), and common household cleaning materials, so long as such use is in compliance with all applicable requirements, is not a reportable use, and does not expose the transit maintenance facility(ies) or neighboring property to any meaningful risk of contamination or damage or expose the City to any liability therefor. The Contractor may receive consent for reportable use upon LADOT receiving such additional assurances as the City reasonably deems necessary to protect itself, the public, the transit maintenance facility(ies) and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before contract expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Insurance Requirements.

If the Contractor knows or has reasonable cause to believe that a Hazardous Substance has come to be located in, on, under, or about the transit maintenance facility(ies), other than as previously consented to by LADOT, the Contractor shall immediately give written notice of such fact to LADOT, and provide LADOT with a copy of any report, notice, claim, or other documentation which it has concerning the presence of such Hazardous Substance.

The Contractor shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the transit maintenance facility(ies) (including through the plumbing or sanitary sewer system) and shall promptly, at Contractor's expense, comply with all applicable requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally

ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the transit maintenance facility(ies) or neighboring properties, that was caused or materially contributed to by the Contractor, or pertaining to, or involving any hazardous substance brought onto the transit maintenance facility(ies) during the term of the contract, by or for the Contractor, or any third party.

The Contractor shall perform regular cleaning maintenance with respect to minimizing the potential buildup of fluid discharge from vehicles or equipment on or about the transit maintenance facility(ies). The Contractor shall remove all hazardous waste from the transit maintenance facility(ies) before the end of the contract term.

The Contractor shall indemnify, defend and hold the City, its agents, employees harmless from and against any and all loss and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys and consultants' fees arising out of or involving any hazardous substance brought onto the transit maintenance facility(ies) by or for the Contractor, or any third party (provided, however, that the Contractor shall have no liability with respect to underground migration of any hazardous substance under the premises form adjacent properties not caused or contributed to by the Contractor). Contractor's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or suffered by Contractor, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of the contract.

LADOT and its successors and assigns shall indemnify, defend, reimburse and hold Contractor, its employees, and lenders harmless from and against any and all environmental damages, including the cost of remediation, which results from hazardous substances which existed on or beneath the City-owned transit maintenance facility(ies) prior to the Contractor's occupancy or which are caused by the gross negligence or willful misconduct of LADOT, its agents or employees.

4.11 Facility Security Systems

The Contractor must install or upgrade the existing facility security system at all transit maintenance facilities utilized under this Agreement. The Contractor must ensure the security system includes night-vision cameras, camera recording systems, and full-time monitoring. The facility security system must include a video backup system with enough storage capacity to store up to six months of surveillance video. The Contractor shall install a system that allows for secure remote viewing access for LADOT to access the surveillance video feed in real-time. The Contractor will ensure the facility security system allows LADOT staff to access the stored video surveillance remotely. The Contractor is responsible for the facility security system maintenance. The Contractor is responsible for the safekeeping of the video surveillance backup. Any Contractor installed or upgraded facility security system installed at a City-owned transit maintenance facility will remain the property of the City upon end of the Agreement term or Agreement termination.

4.12 Contractor Liability for Mechanical Diagnostic/Repair Equipment

The Contractor assumes liability for repairs required/recommended on any electronic and/or mechanical diagnostic and repair equipment required or recommended by the OEM bus builder or

component manufacturer that is provided to service the vehicles subject to this Agreement that are not under warranty.

4.13 Contractor Reporting

The Contractor is responsible for generating reports for review and audit by the City and the collection of data for NTD reporting and FTA Financial reporting. See **Exhibit 12 – Required Reporting and Reporting Schedule** for specific reports and submission schedules. The Contractor is responsible for operating in compliance with the governmental codes, regulations, and directives applicable to such programs and as defined in the RFP, exhibits, appendices, addendums, attachments, and this Agreement.

The Contractor will supply computers necessary for the reporting requirements that meet the following criteria;

- A) The minimum hardware requirements are a late-model computer with at least 256 GB of Hard Disk Storage, Intel® Core™ i5 processor, and 8 GB RAM. If multiple applications are running on the desktop simultaneously, additional RAM may be needed to ensure applications respond as needed. Ability to back up software and data and a high-speed internet connection is also required.
- B) Minimum software requirements are Microsoft Windows 10 or newer, with Internet Explorer 9 or newer. The MIS website also may require the disabling of pop-up blockers for data entry and reporting. The Contractor shall be responsible for upgrades of the software and hardware to accommodate the requests of the City. All Contractor staff responsible for internal reporting must have a computer with High-Speed Internet access available.

The Contractor will ensure that all data is scrubbed from the hard drives prior to returning any computer leased for the services outlined in this Agreement.

The Contractor will supply internet services to access the City's Management Information System (MIS).

The City owns all data pertaining to this Agreement, and all components of the system. The City reserves the right to request data as needed and to share the data if necessary.

4.14 Maintenance of Service Vehicles

The Contractor is responsible for implementing a comprehensive vehicle maintenance program, as approved by LADOT, which complies with the requirements of this Agreement. LADOT reserves the right to require additional maintenance standards at its discretion.

4.14.1 Contractor Revenue Vehicle Maintenance Responsibilities

Through an approved Preventive Maintenance program, the Contractor shall cause all components of each bus, including its body, frame, furnishing, mechanical, electrical, hydraulic, or other operating systems, to be maintained in a proper working condition free from damage and malfunction. Any significant revenue vehicle damage caused in an accident or otherwise shall require the Contractor to immediately repair such damage when it is determined such damage impairs the proper and safe mechanical operation of the revenue vehicle. No revenue vehicle shall be operated in revenue service that has body, paint, or interior damage unless the City, due to extraordinary circumstances, has granted special permission. In no event shall the City be required to repair, replace, or maintain any revenue vehicle. The Contractor, at its sole cost and expense, shall maintain stores of and provide fuel, lubricants, repairs, parts, decals, and supplies required for the maintenance and operation of all revenue vehicles used in providing the contract services.

The Contractor is required to negotiate and process all vehicle warranty claims through the manufacturer's warranty department and is responsible for the collection of any monies, extended warranties, or credits as a result of the time the warranty is in effect.

The Contractor is responsible for providing tires for the transportation of all revenue vehicles without additional cost to the City. The Contractor will furnish and maintain tires for all vehicles utilized at any time during the term of this contract. In no event shall the City be required to provide repair, replace, or maintain any tires for any vehicle during the duration of this contract.

The Contractor is required to maintain a consistent and ample inventory of parts that are commonly used in maintenance service and/or repairs. The Contractor will ensure that parts such as clamps, lights, hoses, and belts of all variety of sizes, and other highly used parts shall be readily available for use at the transit maintenance facilities. The Contractor will not delay the repair of a vehicle because of a lack of parts.

The Contractor will ensure that all necessary repairs are completed prior to placing a vehicle back into service. Any vehicle that must return to the transit maintenance facility from revenue service due to mechanical issues that were repaired within thirty (30) days from the time the Contractor placed the vehicle into revenue service for the same issue, or an issue that would normally be discovered had the repairs been done correctly and completely, may result in a penalty assessment of \$200 per incident.

4.14.2 General Repairs

The Contractor shall provide, as required, all general repairs to vehicles provided by this Agreement. The Contractor will be required to obtain original equipment manufacturer (OEM) parts and supplies. No variance will be allowed regarding OEM replacement parts or recommended fluids unless written requests are submitted by the Contractor with all relative documentation to the City for review and subsequent written approval forwarded to the Contractor.

As a result of vehicle repairs, the Contractor shall ensure that all reassembly tasks are performed in such a manner that the vehicle remains in the OEM configuration as it was

received. Reassembly tasks include, but are not limited to, wiring configuration and clamping, powertrain components, and body assembly. The Contractor will ensure that no variation or vehicle system modifications are done without written authorization from the City.

Maintenance repairs on City-owned revenue service vehicles must be completed within a reasonable amount of time to minimize the time the bus is not available for revenue service. All efforts must be made by the Contractor maintenance manager to accomplish this. The Contractor will ensure LADOT revenue service vehicles are available for revenue service within two weeks (14 days) of the time the vehicle was first placed out of service.

4.14.3 Revenue Service Vehicle Replacement

If a revenue service vehicle needs to be replaced due to extensive damage resulting from an accident, fire, etc., the Contractor shall be responsible for replacing the damaged vehicle at its cost. If LADOT chooses a replacement vehicle, the replacement vehicle, subject to LADOT's approval, should be of similar age, mileage, size, and condition of the bus to be replaced. If LADOT chooses cash payment instead, the cash payment shall be determined using the following formula:

LADOT Purchase Price for the Unit divided by the vehicle's life cycle in years at the time of purchase multiplied by the number of years left in the vehicle's life cycle plus \$5,000. (An additional amount of \$10,000 may be imposed if an investigation of the extensive damage reveals that it was a result of the Contractor's lack of proper maintenance.)

It is the Contractor's responsibility to provide automobile insurance for City-owned revenue service vehicles.

4.14.4 Required Service and Maintenance Records

The Contractor shall maintain a "Logbook" as the preferred form that the vehicle operator(s) use to do their daily pre- and post-trip vehicle inspections to document vehicle condition on the vehicle inspection/defect report (Driver Vehicle Inspection Report (DVI) Logbook). The Contractor will ensure that the logbooks include sequential page numbering, enough carbon copies so that there is at least one copy for the main record, one copy for the maintenance shop, and a copy that remains in the logbook. These logbooks must be kept on the bus during the current month and be available for inspection by the City. Logbooks must be changed out on the evening of the last day of the month. The previous logbook shall be identified on the cover as to month, year, and vehicle number and shall be archived by the Contractor for a period of at least one year.

The Contractor is responsible for keeping a vehicle file by vehicle number, documenting all vehicle maintenance to include preventive maintenance, scheduled maintenance, and inspections, parts usage, unscheduled maintenance, fuel and oil usage, labor expended on each vehicle, and engine and transmission rebuilds. The Contractor will ensure that all files and all other records must be clear, legible, accurately describe the work performed, and completely filled out by the mechanic doing the work. If a third-party vendor completed work, the

Contractor must ensure that the documentation by the third-party vendor is included in the vehicle file.

The Contractor is responsible for keeping the vehicle file current throughout the term of the contract and shall remit complete copies of all vehicle files to the City at the end of the contract. The City shall have immediate access to all vehicle maintenance records during planned or unannounced visits or inspections of the maintenance and operation facilities for the duration of the contract. The Contractor shall have a maintenance records system that meets the criteria set forth in this Section within thirty (30) days of the start of the contract.

The Contractor will provide Preventive Maintenance Inspection (PMI) documentation that includes an inspection form that is applicable to the system/subsystems of the vehicle being inspected, such as the engine, transmission, wheelchair lift, etc. The Contractor's PMI documentation will include a maintenance shop repair order which includes all the vehicle information (such as vehicle number, date, mileage, etc.), the type of PMI inspection performed (such as A, B, C, D, E), the defects noted on the inspection, the time charged to do the work, the parts used, and any subcontracted work performed. The Contractor will ensure that all generated work (defects noted on the inspection) performed is charged out to the same maintenance shop repair order that the preventative maintenance/safety inspection is charged to. The Contractor's PMI documentation will include the factory form the air conditioning system manufacturer (ex. Thermo King, Carrier, etc.) for the inspection/service of the air conditioning system. The Contractor will ensure the PMI documentation includes a separate form for the inspection of the fire suppression/methane detection system.

All scheduled repairs shall have a maintenance shop repair order. The Contractor will ensure the repair order will have the document that generated the request for the repair, such as a driver defect report, attached to it. The Contractor will ensure all road calls shall have a maintenance shop repair order. The Contractor's repair orders that are generated from a road call will have a dispatch request attached to it.

In addition to the forms and procedures described above, the Contractor will ensure that each vehicle file incorporates a "Master Sheet," typically called a hard card, on which all PMI services and unscheduled repairs are recorded briefly. The Master Sheet shall be located at the beginning of the vehicle repair file and shall be identified by vehicle number, VIN, engine serial number, and transmission serial number. The Master Sheet shall include columns to indicate the date of repair, vehicle mileage as indicated on the dash odometer and hub odometer, description of the repair or PMI service, what generated the repair (DVI, road call, scheduled PMI, LADOT audit, etc.) and shall be signed by the technician performing the repairs and the Maintenance Manager. All Master Sheets shall remain with the vehicle file for the life of the Agreement and shall be the property of LADOT.

All work orders generated in the performance of maintenance on City vehicles, or any equipment used in relation to the Cityride DAR services will include the labor costs, parts costs, replacement costs, consumable costs, and any other costs associated with the repair of the item as indicated on the work order. The Contractor is required to enter this information into the City's MIS upon closure of the work order.

4.14.5 Repair of Accident Damage

All accident damage repairs shall be performed by the Contractor within a reasonable time, as determined by LADOT. The Contractor must submit to the City a written schedule for such repair. In addition, the Contractor will notify the City each time an accident occurs involving a City-owned vehicle. The Contractor will ensure that all vehicle repairs are performed by competent repair facilities, which are capable of repairing the vehicles back to their original configuration, appearance, and structural integrity.

4.14.6 Vehicle Cleanliness

The Contractor shall cause, on a scheduled basis, each vehicle to be maintained in a clean condition throughout, both interior and exterior. The Contractor shall ensure the cleanliness of each vehicle prior to the commencement of each service day. The exterior of each vehicle shall be kept clean from road dust, mud, tar, grime, and graffiti. The interior floor of each vehicle shall be swept and mopped by the Contractor prior to the commencement of each service day.

The Contractor will thoroughly clean the interior of each vehicle at least once each week. This complete cleaning of each vehicle completed by the Contractor shall include but not be limited to ceiling, walls, the area behind the seats, floors, vehicle operator's area and dash, ancillary equipment, and windows. The Contractor will ensure the seats are cleaned regularly, and marks and stains removed promptly. Seats that are worn, excessively stained, or torn shall be replaced by the Contractor. The Contractor will ensure the interior of each vehicle shall always be maintained free from roaches and other vermin.

The Contractor must submit to the Department for review and approval a program to maintain all buses free from roaches and other vermin. The Contractor must only use a licensed pest control contractor to perform pest control work in its maintenance program. The Contractor will ensure the interior passenger compartment of each vehicle is free of noxious odors from cleaning products, vermin control products, and exhaust fumes emitted by the engine of such a vehicle. The Contractor is expressly prohibited from using any vermin control product of application procedure that would be hazardous to the health and well-being of the passengers and vehicle operator of such vehicle.

Any vehicle found by the City to not be in compliance with these cleaning provisions will be removed from service immediately without limiting the Contractor's service obligations. Once all required actions have been completed by the Contractor to correct any deficiencies found within this provision, the City reserves the right to inspect and approve all actions taken prior to the vehicle being eligible for use in scheduled service.

4.14.7 End of Service Life Cycle/Retirement of Buses

The vehicles owned by the City that will be used for service have a service life cycle. At the end of the service life cycle, the vehicles will be retired and sent to salvage. The Contractor is required to maintain the vehicles in working condition regardless of whether the vehicle is

slated for salvage or not. The Contractor may not remove any parts, units, or systems from the vehicle without prior written permission from the City's Head of Transit Operations. The Contractor is responsible for performing the tasks necessary for preparing the buses for salvage. The City reserves the right to revise or modify the tasks associated with this process.

4.14.8 Safety-Related Items

The Contractor shall maintain the vehicles in accordance with all safety-related requirements set forth by the California Code of Regulations, Title 13, Division 2, Chapter 6.5, Article 6, §1232, and the Code of Federal Regulations, Title 49, Section 396 (49 CFR §396). The City, through its maintenance staff or by a third-party auditor, may inspect the vehicles for safety-related items. If the City finds safety defects in violation of federal and state safety requirements, the City reserves the right to place the vehicle out of service (OOS) and will impose penalties.

4.14.9 Quality Assurance

The City shall have immediate and unrestricted access to all vehicle maintenance records and vehicles during planned or unannounced visits or inspections to vehicles and the Contractor's transit maintenance facility for the duration of the contract.

The City shall be entitled, at all times, to conduct inspections of any vehicle in order to determine compliance with the provisions hereof. The Contractor shall, upon request by the City, immediately remove from operation any vehicle which is determined by the City to not be in compliance herewith and will repair, clean, or take any other reasonable action requested by the City in order to cause such vehicle to be in compliance herewith. Nothing in this provision or in any inspection or approval by the City of any vehicle shall relieve the Contractor of its obligation to maintain and operate each vehicle in strict compliance with the provisions hereof. The City will establish procedures for the initial inspection and acceptance of all vehicles.

4.14.10 CHP Terminal Inspection

Upon completion of a CHP terminal inspection, the Contractor shall immediately notify the City in writing as to whether the Contractor's transit maintenance facility received a satisfactory or unsatisfactory rating from the CHP; the Contractor shall provide a copy of the CHP report to the City and indicate what action is being pursued if an unsatisfactory rating was received. These reports shall be submitted by the Contractor to the City within ten (10) working days subsequent to the CHP inspection.

The City intends for all its programs to meet or exceed the standards set forth by CHP for the operation of all terminals and vehicles. The Contractor shall maintain its terminal and vehicles so as to pass a CHP inspection regardless of whether the CHP inspects Contractor-owned/leased or City-owned project vehicles.

Performance penalties of \$500 shall be assessed for any City project vehicle placed out of service for safety-related reasons by the CHP.

Performance penalties of \$3,000 shall be assessed for failure to pass a CHP terminal inspection with a satisfactory rating regardless of whether the CHP inspects Contractor-owned/leased or City-owned project vehicles. Failure to pass a CHP terminal inspection on two (2) occasions during the contract period with a satisfactory rating shall deem the Contractor to be in non-compliance with the contract and may result in contract termination.

4.14.11 Computerized Vehicle Maintenance Information System (VMIS)

The Contractor is required to provide City staff with basic access to the Contractor's VMIS via remote connection. The VMIS shall have the ability to directly upload data to the City's MIS system to reduce manual data entry of the Contractor's required reporting. The City requires that the Contractor enter information directly into the City's third-party transit MIS database system.

4.14.12 Speedometer/Odometer Mileage Maintenance

In the event that either a dash-mounted speedometer or a hub odometer requires replacement, the Contractor shall have the vendor pre-set the mileage indicator to correspond with the mileage on the unit being replaced. The Contractor shall report all replacements each month to the LADOT Maintenance Manager and log all replacements in the LADOT MIS system. The Contractor reporting shall include the vehicle number, date of replacement, current mileage, and pre-set verification sign-off by the Contractor's Maintenance Manager.

4.14.13 Semi-Annual Vehicle Detailing Program

The Contractor is required to establish and maintain a vehicle detailing program. Every transit vehicle assigned to the service shall be detailed no less than twice a year. The Contractor is required to keep a detailed log for every service vehicle in the vehicle's maintenance file.

A monthly summary report shall be included in the monthly invoice indicating the vehicles that were detailed that month. The Contractor is responsible for entering the Detailing of each vehicle into LADOT's transit data system.

4.14.14 Engines and Transmission Rebuilds

The Contractor is responsible for preparing and updating, on a quarterly basis, a list of all engine and transmission rebuilds and the completion dates for each rebuild on each City-provided vehicle. The Contractor shall also provide an annual report representing the total engine and transmission rebuilds for the year, the date of failure, the completion dates of each, and the vehicle mileage at the time of failure.

4.15 Preventative Maintenance Inspection (PMI) of Cityride DAR Vehicles

4.15.1 Preventive Maintenance of Vehicles and Safety Inspections

The Contractor's Maintenance Program for the City-issued vehicles must meet or exceed the manufacturer's recommended or specified guidelines, including all "add-on" equipment installed by a second stage manufacturer. When two service categories are provided by the manufacturer, such as "normal service" and "severe service," the severe service category guidelines will be used in establishing the PMI program by the Contractor. In addition, all maintenance work shall conform, but not be limited to, the requirements of the California Code of Regulations, Title 13, Division 2, Chapter 6.5, Article 6, §1232, and Title 49 of the Code of Federal Regulations. Where a conflict exists between Federal, State, local, or the manufacturer's recommended or specified guidelines, the Contractor shall apply the more stringent requirement.

The Contractor will ensure all vehicles have a preventative maintenance/safety inspection, including complete vehicle lube, performed every 3,000 miles or 30 days, whichever occurs first. The engine, transmission, and differential service that may be included will be determined by the application. Specific service requirements for various systems/subsystems that may be included will be determined by the application. Refer to the following **Exhibit 16 – Specific Vehicle Service Requirements for Systems/Subsystems** for requirements specifications.

See **Exhibit 17** for a list of additional OEM suggested maintenance and associated maintenance schedule.

4.15.2 Oil Analysis Program

The Contractor will provide an oil analysis program for the monitoring of the engine and transmission oils of each revenue vehicle. The Contractor's oil analysis program is to run concurrently with the PMI program to provide additional insight into the condition of the engine and transmission. The Contractor will ensure engine and transmission oils are extracted at every oil change interval before the draining of the oils and sent to an independent oil analysis lab to identify contaminants and wear of the engine and transmission components. The choice of the oil analysis lab shall be at the Contractor's discretion after meeting the criteria determined by the City.

4.15.3 Clean Oil Sample

The Contractor shall send a clean oil sample to an independent laboratory at least once a year to verify that the oil being used meets the manufacturer's specifications and keep the results on file at the location.

*Note: The clean oil sample is separate from the engine and transmission oil samples required at every PMI cycle.

4.15.4 Preventive Maintenance of Air Conditioning Systems

The Contractor is responsible for a separate preventive maintenance program for the vehicle HVAC system that meets or exceeds the manufacturer's recommended or specified PMI program. The Contractor shall perform all repairs and maintenance according to the laws

established by SCAQMD for air conditioning service. The Contractor must submit, as indicated on the Monthly Mileage and Maintenance Report, a monthly reporting which documents all air conditioning preventive maintenance inspections.

The Contractor shall only use the Thermo King forms for vehicles equipped with Thermo King Systems for the preventative maintenance service/inspection (including the monthly, quarterly, semi-annual, and annual preventative maintenance service/inspection intervals forms). The Contractor will complete the entire service, along with all repairs, must meet the manufacturer's specifications. The HVAC system shall be in good operating condition for the City to consider the service complete. The Contractor will complete all forms and attach them to the work order.

The Contractor shall develop and use forms for vehicles equipped with Carrier Systems for the preventative maintenance service/inspection (including the monthly and annual preventative maintenance service/inspection intervals). The Contractor will replace the dryer filter on an annual basis. The Contractor will complete the entire service, along with all repairs, must meet the manufacturer's specifications. The HVAC system shall be in good operating condition for the City to consider the service complete. The Contractor will complete all forms and attach them to the work order.

If any of these conditions are not met for the monthly, quarterly, semi-annual, or annual service, the Contractor is subject to performance penalties.

The Contractor will ensure that every bus shall have a safe and effective defroster and heating system. The Contractor is responsible for ensuring all defrosters and heaters are always fully functional. The Contractor will complete the major pre-season annual preventative maintenance service/inspection by May 1st of each year.

4.15.5 Preventive Maintenance of Catalytic Converters

The Contractor is responsible for developing a catalytic converter maintenance program for its propane engine fleet that meets or exceeds the manufacturer recommendations or the City's requirement. The entire exhaust system, along with the catalytic converters, should be thoroughly examined by the Contractor every 9,000 miles. The inlet pipe will be removed from the turbo side of the catalytic assembly, and the Contractor will visually inspect the interior of the catalyst and the condition of the element inside. All damaged and/or improperly functioning catalytic converters shall be replaced immediately by the Contractor.

4.15.6 Preventive Maintenance of Lift/Ramp Equipment

The Contractor shall cause all vehicle operators to cycle all lifts/ramps prior to the start of revenue service. Vehicle operators must document and submit all noted lift/ramp defects to the Contractor's maintenance department.

The Contractor shall provide a separate preventative maintenance program for the vehicle wheelchair lift/ramp systems that meets or exceeds the manufacturer's recommended or specified PMI program, including testing the wheelchair lift, if applicable, with a minimum of 350 pounds to simulate the weight of a wheelchair passenger.

The Contractor's PMI program for the wheelchair lifts/ramps should be done as part of the regular preventative maintenance/safety inspection service cycle.

4.15.7 Preventive maintenance of Fire Suppression/Methane Detection Systems

The Contractor shall ensure that all buses equipped with fire suppression/methane detection systems are inspected and serviced at every preventative maintenance/safety inspection service interval, and a major service/safety inspection performed every six (6) months. The Contractor will develop the appropriate forms for the different manufacturers to reflect the monthly/semi-annual services.

The Contractor will ensure the mechanics fill out the appropriate forms and attach them to the work order. The system must have a tag, similar to tags on fire extinguishers, attached to it and located in the vehicle operator's compartment, which documents the type of service/inspection (monthly, semi-annual), the date, and the mechanic's name. The entire service/inspection, along with all repairs, shall be completed and meet the manufacturer's specifications, and the system shall be in good operating order for the City to consider the service/inspection complete.

In the event of a vehicle fire, the Contractor shall hire an independent investigator to determine the cause of the vehicle fire. Prior City approval of the fire inspector is required. Upon completion of the fire inspection, the Contractor will forward a copy of the fire inspector's findings/report to the City for review. If it is determined that the cause of the fire is due to improper maintenance by the Contractor, a penalty of up to \$10,000, as determined by the City, will be assessed. If the vehicle is deemed a loss or not cost-effective to repair, the Contractor will be assessed in accordance with Section 5.2 - Service Performance Standards and Performance Penalties.

4.15.8 Graffiti

The City has established a zero-tolerance policy regarding graffiti on City-owned vehicles. The Contractor shall be required to remove all graffiti from the vehicles as soon as it is found, or as soon as it is practical at the end of the day or before it goes into service the next day. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately. The Contractor will ensure that no bus shall start revenue service with graffiti on any surface of the vehicle. If graffiti is etched or scratched into the glass or insert, that glass or insert must be repaired or replaced by the Contractor before the bus is placed back into revenue service. The black frames around the windows must be maintained by the Contractor as to not show graffiti etched into the metal surface of the frame.

The City has a number of Cityride DAR vehicles that are equipped with four (4) or more colored interior security cameras. The Contractor will have a dedicated laptop computer in order to view/save the information recorded on security cameras.

4.15.9 Repair of Decals

The Contractor shall maintain and replace all decals applied to both the interior and exterior surface of the vehicles at the Contractor's expense. This shall include new, redesigned, and safety-related decals (produced by the City or authorized by the City) and decals worn, torn, or faded due to an accident or daily wear and tear. There shall be no perceivable variation in gloss or shade of the decals throughout the contract period. The Contractor shall maintain the factory finish on all decals.

4.15.10 Painted Surfaces

All painted surfaces shall be in good condition. Normal wear and tear to the finish is to be expected, but paint is to be maintained at a high level of finish throughout the contract period as the City wishes to present the best possible image to the public. All painted surfaces shall be free from graffiti, swirls, buff markings, scratches, and there shall be no perceivable difference in gloss or shades of individual colors. It shall be the responsibility of the Contractor to assume all costs associated with painting the vehicles to the standards established by the City regarding fading or discoloration from wear and tear.

4.16 Contractor Non-Compliance of Scope of Work

If the Contractor is unable or refuses to comply with the Scope of Work for any reason, the City reserves the right to hire another party to perform the work at the Contractor's expense in addition to any penalties assessed to the Contractor.

4.17 Additional Task Orders Not Specified in the Agreement

The City may need, from time to time, additional work to be performed by the Contractor, or its subcontractor, additional work that was not anticipated or foreseen at the time of signing of this Agreement. If so, the City will issue an additional task order to the Contractor as a below-the-line item cost. The City will issue a scope of work specific to the additional task order, and the Contractor may provide a cost estimate of the work. The City will have discretion on whether to assign the work to the Contractor.

4.18 Service Level Modifications and Additional Requirements

The City reserves the right to order an increase or decrease in the level of service provided, with a minimum of thirty (30) days' notice to the Contractor. All additional personnel and/or vehicles requested by the City will be provided at the proposed additional service rate or at a negotiated fee (if determined to be applicable by LADOT), not to exceed the contracted rate.

The City, after consulting with the Contractor, may develop additional reasonable requirements under this Agreement.

5. PERFORMANCE STANDARDS

5.1 Performance Standards Overview

The City shall monitor the project bus service in order to assess the performance of the Contractor in delivering the service. The City shall maintain the right to assess performance penalties against the Contractor, as set forth herein, based on the Contractor's failure to meet the established standards. Performance penalties applicable thereto shall include the following performance criteria and be charged based upon non-compliance with the standards reported by 1) the Contractor; 2) at least three passengers who are either complaining of the same incident or complaining of the same nature of incidents within the same month; 3) LADOT staff; or 4) contracted LADOT third-party inspectors. The City reserves the right to modify these performance criteria as necessary.

5.1.1 No Waiver

The failure of the City to insist upon strict performance by the Contractor of any provision hereunder in any one or more instances shall not constitute a waiver of such provision by the City nor shall; as a result, the City relinquish any rights, which it may have under this contract.

5.2 Service Performance Standards and Performance Penalties

The City has established service performance standards, included as Exhibit 19, to measure the Contractor's performance, set levels of standards and/or expectations, and impose compliance with the requirements and provisions of this Agreement. The City reserves the right to impose a performance penalty amount for not meeting the service performance standard.

The City reserves the right to add or modify the performance standards and penalties. The City may impose additional penalties as it deems necessary in order to enforce provisions of the Agreement.

5.3 Performance Penalties Amount Deducted from Contractor Monthly Invoices

All performance penalties shall be assessed against the Contractor and will be deducted from the monthly invoices. Circumstances beyond the control of the Contractor, causing the Contractor to fail to comply with the stated performance requirement, will be considered as a just cause on the part of the City not to assess performance penalties against the Contractor. The Contractor shall receive written notice of the City's intent to assess performance penalties and will be provided an opportunity to present written material in answer thereto within ten (10) days after receipt of written notice.

6. COMPENSATION AND PAYMENT

The City shall pay the Contractor for the satisfactory performance of the terms and conditions of this Agreement a not-to-exceed amount of \$58,072,443, in accordance with the provisions described herein.

6.1 Allowable Compensation

Contractor Invoice – The Contractor shall submit claims for payment with documentation thereof in the form and number required by the City within the time specified by the City. These invoices shall be based on the hourly cost rates contained in the contract and the actual amount of service (revenue hours) operated in an amount not to exceed the annual maximum amount listed in Exhibit

1 of this Agreement. The Contractor invoice cover sheet must list the monthly actual revenue service costs, start-up costs (if applicable), the line-time costs (by line-item name), and performance penalties along with the total monthly invoice amount (see Section 6.2 of this agreement). The Contractor invoice is to include all required documentation and monthly reporting.

Start-Up Costs – The Contractor may request (invoice) capital and or start-up expenses, unless listed under another line-item contained in this Agreement, authorized by the City and under the terms and conditions of this Agreement and may receive payments in an amount not to exceed the annual maximum as listed in Exhibit 1 of this Agreement with documentation thereof in the form and number required by the City within the time specified by the City.

Line-item: Tablets and Fare Collection Software and Application- The Contractor may invoice the City for the costs associated with the purchase of fifty (50) tablets for use on the Cityride DAR vehicles and the necessary application to interact with the Cityride Fare Payment System and may receive payments up to the amount not to exceed maximum as listed in Exhibit 1 of this Agreement with documentation thereof in the form and number required by the City within the time specified by the City.

Line-item: RSDS and Vehicle operator's Application Costs – The Contractor will submit invoice using this line item for the Trapeze PASS paratransit scheduling and dispatching system and TripSpark Passenger Portal web application and any other necessary software necessary for the Contractor's RSDS, Vehicle operator's Application, Cityride Website, and Cityride Participant Application. The City will reimburse the Contractor up to the annual maximum amount as listed in Exhibit 1 of this Agreement.

Line-item: Paratransit Overflow Service Costs – The Contractor will submit invoicing using this line-item for the actual costs paid the City-Franchised Taxicab companies subcontracted to provide the Paratransit Overflow Services outline in this Agreement up to the maximum annual allowable amount listed in Exhibit 1 of this Agreement with documentation thereof in the form and number required by the City within the time specified by the City. The Contractor will provide a copy of all subcontracts entered into for the Paratransit Overflow Service to the City.

Line-item: Revenue Vehicle Fuel and Electric Charging Costs- The City will reimburse the Contractor for the actual incurred fuel and charging costs of the Cityride DAR revenue service vehicles up to the maximum amount listed in Exhibit 1 of this Agreement with documentation thereof in the form and number required by the City within the time specified by the City.

Line-item: Year-by-Year incremental increase in Driver's Permits – The Contractor may invoice the City for the difference between the Driver's Permit Costs incurred during the Agreement term minus the following Driver Permit Rates: \$106/driver for new drivers, \$146/driver for bi-annual renewal (2-year permit), \$107/driver for Fingerprinting costs, and \$111/driver for replacement of lost Driver Permit Cards up to the maximum annual amount listed in Exhibit 1 of this Agreement. The Contractor will provide documentation thereof in the form and number required by the City within the time specified by the City.

Line-item: Modem and Installation Costs- The City has included a line-item cost on the Cost Component Forms for the costs associated with the purchase and installation of the modems on the twenty-two (22) Cityride DAR fleet vehicles model year 2011 or older. The Contractor will invoice the City for the costs incurred for the purchase and installation costs billed by Syncromatics for the twenty-two (22) modems. The Contractor will be responsible for coordinating with the City to arrange installation dates with Syncromatics technicians.

Line-item: WiFi Service Costs- The City will pay the WiFi costs associated with the Cityride DAR WiFi, these costs will be paid directly by the City.

Line-item: As Needed Costs –The Contractor will not bill using this line item unless directed by LADOT’s Transit Operation Section Head. As Needed Costs line-item billing is reserved for those services performed as directed by the City for specific additional service or items needed to enhance transit service, which includes, but is not limited to, tables, farebox applications, mobile units, vehicle location devices, field supervision equipment, vehicle technologies. These additional services include, but are not limited to, the transportation of individuals not registered in the Cityride Program, emergency transportation services, special events, special limited-time routes, etc. The Contractor will not bill using this line item unless directed by LADOT’s Transit Operation Section Head. The funds dedicated to this line item can only be used for items or services identified explicitly by LADOT’s Transit Operation Section Head and only with prior authorization by LADOT’s Transit Operation Section Head or LADOT’s Chief of Transit Services. The Contractor will submit invoices for these authorized services or items separately from the Monthly Invoice and within sixty (60) days of providing the services or items.

Line-item: Driver Wage Adjustments- The City, at its sole discretion, will instruct the Contractor on the method and usage of the funds listed in Exhibit 1 of this Agreement to increase driver retention. Per written instructions from the City’s Chief of Transit, the Contractor will provide documentation that the funds were used in the manner and amounts authorized by the City and invoice the City the amount indicated in the City’s written instructions.

Line-item: Month-to-Month Clause- If the City elects to activate Section 2.3 “Month-to-Month Clause” of this Agreement, the Contractor will submit Contractor Invoices for those months that the City has authorized the Contractor to provide the services as indicated in this Agreement and under the conditions set forth in Section 2.3 of this Agreement.

The Contractor will submit invoices within sixty (60) days in arrears to the City. Invoices must include documents supporting all charges and eligible expenses incurred by the Contractor.

All invoices and supporting documents will be reviewed by the City for approval and accuracy. The City agrees to pay undisputed invoices within thirty (30) days upon receipt of invoices. If invoices have been disputed, the City has the right to require additional evidence to determine invoices’ validity and accuracy. Therefore, the City has the right to withhold any and all payments to the Contractor until such evidence has been received and the corrections have been made.

The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present

agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures of indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.

Payments to the Contractor may be withheld by the City if the Contractor fails to comply with the provisions of this Agreement.

6.2 Compensation Calculation

The Contractor will use the following calculation for invoicing the City under this Agreement:

Actual Monthly Revenue Service Hours Operated multiplied by **the Hourly rate** (plus or minus any Hourly Rate Adjustments for decrease/increase in revenue service hours from base annual of 65,280 revenue service hours) plus **allowable start-up costs** plus **allowable line-item costs** minus **any performance penalties issued by the City** equals **Total Monthly Invoice Amount**.

6.3 Electronic Payables (ePayables) for Service Vendors

As part of the City's ongoing effort to streamline the payment process and with the successful outcome of the Electronic Payables (ePayables) payment method for the Commodity vendors, the City Controller's Office is offering this payment method to the City Service Contractors. The City partnered with VISA and US Bank to make ePayables available to the City Contractors. City Contractors participating in ePayables are paid electronically for goods and services provided to the City through VISA's Commercial Credit Card Program and US Bank's Payment Plus program. ePayables accelerate the City payment process, as well as reduce the cost of processing check transactions. Additional benefits include real-time notifications to the Contractor and remittance details to support each payment made by the City. This payment option will be available to the awarded Contractor for services provided under this Agreement.

6.3.1 Enrollment in ePayables

For those Contractors who currently accept credit card payments, they can begin this new payment arrangement by completing the below information (including multiple remittance addresses as appropriate) and send it to the LADOT Project Manager to initiate the enrollment process.

Company Name

Remittance Address, City, State, and Zip Code

Contact Name, Title, Phone number, and Remittance email(s)*

CVV2** Required

*This is either a Receivable Department email(s) or the designated person to process card transaction payments.

**The CVV2 is the 3-digit security code shown on the back of the Visa card. Merchants use this code to verify that the visa card is in the position of the authorized user.

For those Contractors who are not currently set up with a merchant account to arrange for basic Visa Card acceptance, they should contact their corporate banking service provider or contact the City's preferred credit card service provider, Elavon. Elavon is a bank card acquirer that specializes in business-to-business transaction processing. Contractors can reach an Elavon Account Manager at 1-(800)707-6122. Once the Contractor completes this step, Contractors should contact the City Project Manager to complete the remaining steps, as noted above.

6.3.2 Associated Processing Fees

The standard processing fees administered by a Contractor's merchant acquiring bank will apply. The City encourages the Contractor to review their merchant account agreement and discuss ways to achieve the most favorable rates with their bank. Additional programs may be available to help reduce these fees based on the transaction size, level of data provided, and frequency of transactions processed.

6.3.3 ePayable Procedures

The Contractor will submit the required documentation and invoices to the City's Project Manager. Upon invoice approval, the Office of the Controller enters the documents into the City's Financial Management System, where final payment approval and payment disbursement are approved.

The Contractor will receive an automated email notification for each payment. The email contains a link to a secure web portal where the Contractor will obtain a unique single-use Visa Credit Card account number, the amount to charge, and other pertinent details of the transaction required to process and reconcile the payment. The credit card account number will change with each payment. The Contractor is to include the appropriate invoice numbers when processing the transaction.

6.3.4 Procedures to Unenroll in ePayables

All ePayables Contractor payments default to EPAY. If the ePayables Contractor later decides they want to get paid using another payment method other than EPAY, the City must change the disbursement category and format to the appropriate codes for the new payment method. These codes will need to be changed back if the Contractor later decides to switch back to EPAY. Contractors must provide advanced notice of payment method changes to ensure the codes get updated before the Contractor's next payment disbursement.

6.3.5 ePayable City Contact Information

For questions about the ePayables program and enrollment, please contact Tori Orellana at (213) 978-7300 or via email at Victoria.Orellana@lacity.org.

7. RECORDS AND AUDITS

7.1 Audits and Inspection of Records

The Contractor agrees that the City or any of its duly authorized representatives shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records with regard to the project and to audit the books, records, and accounts with regard to the project.

It is agreed that examination of books, inventory logs, records, timesheets and payroll records, reports, and accounts of the Contractor will be made in accordance with generally accepted auditing standards applicable in the circumstances and that as such, said examinations do not require a detailed audit of all transactions. Testing and sampling methods may be used in verifying invoices and related reports submitted by the Contractor. Deficiencies ascertained by the use of such testing and sampling methods by applying the "percentage of error" obtained from such testing and sampling to the entire period under examination will be binding on the Contractor and to that end shall be admissible in court to prove any amounts due to the City from the Contractor. This shall not prevent the Contractor from producing all actual records and figures in court to rebut the sampling method. The City shall then conduct an audit of all records for the audit period. In the event any deficiency in the amount of five percent (5%) or greater of the compensation payable to the City hereunder is ascertained, the Contractor agrees to pay the City for the entire cost of the audit as well as any other deficiencies, payments, and performance penalties due under this or any other provision of this contract within thirty (30) days of receipt of the City's billing.

At any time during normal business hours and as often as the City may deem necessary, the Contractor shall make available to the City for examination all necessary records regarding the service provision, start-up, and capital purchase costs. The City shall have the authority to audit, examine and make excerpts or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other statistical data relating to all matters covered by this agreement.

The City reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted, controlled, or advanced in any way, however tangible or intangible. Such sites might include the home office, any branch office, or other locations of the Contractor if such sites or the activities performed thereon have any relationship to the program covered by this Agreement. City auditors shall be provided with adequate and appropriate workspace in order to conduct audits and shall be allowed to interview any employees of the Contractor. It is the responsibility of the Contractor to ensure the cooperation of all employees with any procedure pertaining to the audit.

All project records prepared by the Contractor shall be owned by the City and be made available to the City at no additional charge. The City may elect to authorize representatives of other project funding partners to inspect, audit, and analyze the records of the Contractor in operating this service, preparing the bid for this service, or of the operation of any similar service.

The City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguisher, sprinkler system, etc., to safeguard property and/or equipment authorized by this Agreement.

When a fiscal or special audit determines that the Contractor has received payments from the City, which are questionable under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned items prior to the City's final audit report.

If such an audit finds that the City's dollar liability for such service is less than payments made by City or Contractor, the Contractor agrees that the difference shall be either: a) Repaid forthwith by Contractor to City be cash payment, or b) at LADOT's General Manager's option, deduct against any future payments hereunder to Contractor.

If such an audit finds that the City's dollar liability for service is more than payments hereunder to Contractor, then the difference shall be paid to Contractor by the City, provided that in no event shall the City's maximum obligation, as set forth in this Contract, be exceeded.

The City shall determine any amount to be paid to the Contractor during the period of audit. The City has the authority to withhold funds pending a final determination by the City of any questionable expenditure.

7.2 Maintenance of Records

7.2.1 Administrative Records

The Contractor shall maintain records for expenditures incurred directly or indirectly under this Agreement as it relates to the provisions of service, start-up costs, or purchase of capital equipment authorized under this Agreement. Documentation shall include but not be limited to time cards, invoices, and any other documents pertinent to the capital and/or start-up expenditures. A record of such expenditures by line item shall be maintained in a file and be made available for examination in accordance with this Agreement.

Records, in their original form, shall be maintained in accordance with requirements covered by this Agreement and in support of service provision, start-up, capital expenditure, quarterly, monthly, daily statistical reports. Such records shall be retained for a period of five (5) years after termination of this Agreement if all other pending matters are closed. "Pending matters" include but are not limited to an audit, litigation, or other action involving the records. The City may, at its discretion, take possession and retain said records.

Records in their original form pertaining to matters covered by this Agreement shall at all times be retained within Los Angeles County unless authorization to remove them is granted in writing by the City.

The cost of audits of any original documents and records maintained by the Contractor by Counties, other than Los Angeles City, shall be paid to the City by Contractor.

Results of record inspection may indicate the need for changes and or modifications. The Contractor shall cooperate with the City to establish and improve the system and maintain flexibility so the modifications may be implemented quickly.

7.2.2 Property Records

Property acquired, leased, or rented with the funds provided under this Agreement shall be properly maintained and accounted for as set forth below.

A property record shall be maintained for each item of the program. The record shall include a) description of the item of property, including model and serial number, if applicable; b) date of acquisition or being turned over to the Contractor; c) the acquisition cost or assigned value to the program; d) maintenance records, if applicable; and e) source of acquisition. The record shall indicate whether the item of property was new or used at the time of acquisition.

Documentation for capital cost components and any maintenance records shall be readily accessible for verification by the City auditors and other City representatives.

7.3 Accounting Practices

The City must approve all of the Contractor's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all financial matters relating to audit documents. The Contractor's system of accounting procedures shall be submitted and approved by the City prior to any disbursement of funds to the Contractor.

The Contractor shall maintain a system of internal fiscal control in accordance with commonly accepted accounting practices as approved by the City. Internal fiscal control are comprised of the plan of organization, all of the coordinated methods and measures adopted within an organization to safeguard its assets, checks of the system's adequacy, and the reliability of its accounting data, promote operating efficiency, assure adherence to prescribed management policies, and properly account for project income.

The Contractor agrees that, should City determine that the Contractor's record-keeping, reporting techniques, or data collection are inadequate to allow for effective monitoring and evaluation of the program, City shall have the right to demand whatever record it deems adequate to correct such deficiencies in matters pertaining to the execution of this contract. Should these books and records still not meet the minimum standards of the accepted accounting practices of the City, the City reserves the right to withhold any or all payments to the Contractor until such time as they meet these standards.

7.4 Validity of Financial Documentation Submissions

Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by any subcontract. Such records shall be retained within Los Angeles County for a period of five (5) years after receipt of final payment under this Agreement unless authorization to remove them is granted in writing by the City.

Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the expenses. At such time and in such forms as the City may

require, there shall be furnished to the City such statements, records, report data, and information as the City may request pertaining to matters covered by any subcontract.

Their records shall be made available to the City for copying, audit, and inspection at any time during normal business hours.

7.5 Records and Audits of Subcontracts

Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by any subcontract. Such records shall be retained within Los Angeles County for a period of five (5) years after receipt of final payment under this Agreement unless authorization to remove them is granted in writing by the City.

Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the expenses. At such time and in such forms as the City may require, there shall be furnished to the City such forms as the City may require, there shall be furnished to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by any subcontract.

Their records shall be made available to the City for copying, audit, and inspection at any time during normal business hours.

8. GENERAL CONTRACTOR REQUIREMENTS

8.1 Standard Provisions for City Contract

The Contractor shall abide by the City's Standard Provisions for City Contracts (Rev. 10/21[v.4]), which are attached hereto and labeled Attachment A.

8.2. Municipal Lobbying Ordinance

The Contractor is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Contractor qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contract, and debarment.

8.2 Disclosure of Border Wall Contracting Ordinance

Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Los Angeles Administrative Code Section 10.50.1.

8.3 Contractor Performance Evaluation Ordinance

At the end of this Contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

8.4 COVID-19 Vaccination Requirement

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention.

Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments.

Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders

8.5 Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation(including all actual litigation costs incurred by CITY , including but not limited to, costs of

experts and consultants) , damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

8.6 FTA Contractual Provisions

The Contractor shall comply with all of the Federal Transit Administration (FTA) contractual provisions required for agencies that accept Federal Grant Funds (See Attachment B).

8.7 Liaison with Municipal Agencies

The Contractor shall coordinate closely with affected municipal representatives on all matters that affect the daily operation of transit service, e.g., road closures, accidents, and inclement weather. The Contractor shall immediately advise the City of all such efforts.

8.8 Intergovernmental Relations

The Executive Officer of LADOT's Transit and/or his/her authorized representative(s) with LADOT shall be responsible for all intergovernmental relation efforts within the City. All correspondence shall be directed to the Executive Officer of Transit and/or his/her authorized representative's attention. The Contractor shall attend staff meetings with the City as requested. The Contractor shall provide all personnel necessary to achieve the operational objectives as set forth herein.

8.9 Additional Operation Requirements

Providing adequate service may require route changes as well as additions in the level of service. The Contractor must have available, or be able to acquire in a timely fashion, any additional equipment and/or personnel required for the operation of the project. The City shall have the option to add or delete from the given schedule or to re-deploy the service to other areas based on demand or increase of service productivity. Any modification to the routes and schedules will be furnished by the City to the Contractor fifteen (15) days prior to the service charge. Route modifications caused by non-recurring events (e.g., freeway accidents) are the responsibility of the Contractor. Route modifications necessitated by recurring events (e.g., street closure) are also the responsibility of the Contractor but must be approved by the City. In case of emergency, the Contractor shall respond to modifications to service immediately upon request by the City.

8.10 Cooperation with the City

8.10.1 Promotional Use of Vehicles

The Contractor shall provide such buses as the City may, from time to time, specify for promotional appearances, uses, and photographs at no additional cost to the City.

8.10.2 Contacts with Media/Major Incidents

The Contractor shall refer all media requests to the City and shall not provide any information without prior approval by the City. In the event of a major incident affecting the Contractor's operation of City revenue service, the Contractor shall defer all media inquiries to the City. The Contractor shall not issue a press release or initiate other media contact without first receiving approval from the Chief of Transit or his/her representative.

8.10.3 Surveys and Data Collection

Additional documentation of the project will be provided through passenger surveys. Authorized representatives of the City will administer these surveys. It is the responsibility of the Contractor to ensure the cooperation of all personnel with any operational procedures pertaining to survey work, including the distribution of survey questionnaires, etc.

The Contractor shall cause vehicle operators of buses and road supervisors to cooperate and comply with reasonable requests by the City to collect data on passenger counts and distribute notices, schedules, or other promotional materials to passengers in connection with the services provided.

8.10.4 Advertising on Vehicles

The Contractor shall cause only such advertising material or audio, video, or similar devices as may be specified by the City from time to time to be affixed to such location or locations of the buses as the City shall request. In no event shall the Contractor be obligated to affix such advertising as would render the Contractor in default under the other provisions of this document. No portion of any revenue or consideration received by the City in connection with such advertising shall be given to the Contractor. The Contractor shall not affix and shall not permit to be affixed to or distributed on any bus any other advertising, political, or other printed or published material, and will not utilize or permit to be utilized, any loudspeaker, video, or another device for the purpose of such advertising or other communication other than as designated by the City. In the event that the Contractors receive any payment or other consideration from the City's bus advertising firm or another source, paid in connection with any advertising material, said payment or consideration will be promptly delivered to the City, and any and all advertising revenues shall be the property of the City.

8.10.5 Marketing

The City has retained a consultant for marketing, public relations, and advertising; therefore, these costs shall not be included in the cost proposal. The Contractor shall cooperate with the City and the City's Marketing and Advertising agency in all promotional activities through the City in newspapers, radio, television, leaflets, and identify the City of Los Angeles Department of Transportation as the project sponsor and administrator. The Contractor shall ensure that all vehicles contain an adequate supply of service schedules, complaint/compliment cards (minimum of twenty (20) at all times), and other passenger information to be provided by the

City. The Contractor shall also put up, maintain, and remove car cards, Rider Alerts, etc., on all vehicles as required by the City.

8.10.6 City Representative Authorization

The Contractor shall refrain from any action, which would create or tend to create obligations, express or implied, on behalf of the City. It is understood that the Contractor is not and shall not be the legal representative or agent of the City and that the Contractor shall not be authorized to make any promise, warranty, or representation except as specifically provided for in this agreement or as otherwise agreed to in writing between the parties.

8.10.7 City Identified Meetings and/or Training Session

The Contractor shall be required to attend all meetings and/or training sessions as identified by the City. The Contractor may be excused from attendance only by prior written consent from the City.

8.10.8 Operating During a Declared Emergency

8.10.8.1 Declared Emergency Operation of Project Vehicles by Contractor Personnel

Upon declaration of an emergency by the Mayor, the General Manager of the Department of Transportation is responsible for a number of transportation-related activities, including the development of emergency travel routes and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, the Contractor shall deploy vehicles in a manner described by the General Manager, Department of Transportation, as a part of the Emergency Operations Transportation Service Plan. However, the City shall be obligated to compensate the Contractor for service, which significantly exceeds the normal expense of operating the service during the period of the declared emergency.

8.10.8.2 Ability of City Personnel to Operate Project Vehicles during a Declared Emergency

During a declared emergency, the Contractor may experience a vehicle operator shortage. Therefore, upon declaration of an emergency by the Mayor, the City, through the General Manager of the Department of Transportation, Mayor's Office, City Council and/or its representative(s), or any other City department(s), shall have the ability to designate any City employee(s) to directly operate the vehicles designated for Cityride operations services throughout the duration of the declared emergency, and the Contractor shall make the vehicles available for operation by City employees. The City agrees to indemnify, hold harmless, and defend Contractor, its directors, officers, employees, and agents from, and against every claim or demand which may be made by any person, firm, or corporation, or any other entity resulting from or arising in connection with City employee(s) operating the vehicles designated for the services Cityride operations services throughout the duration of the declared emergency. This Section does not relieve the Contractor of any pre-existing,

ongoing, or continuous Cityride operations responsibilities or to maintain the vehicles and ensure the safety of the vehicles while in operation, including, but not limited to, the responsibility to conduct pre-trip or post-trip inspections, preventive maintenance inspections, etc., and to make repairs pursuant to such inspections, while the declared emergency is in effect. If the declared emergency involves intermediate-term recovery, as defined in the Los Angeles Department of Transportation's DEP. The City and the Contractor may further negotiate for the operation and needed maintenance of the vehicles.

8.10.9 Operating Non-Declared Emergency Service

The Contractor may, from time to time, be required to provide non-declared emergency service, which does not necessarily require a declaration by the Mayor or General Manager. Such emergency service will require re-routing or regular service, notification of passengers, and increased road supervision and monitoring. These situations, which may be prompted by unforeseen road construction, road closures, and special events, or police incident, may require the Contractor to provide a re-route of service. In the event that such an occurrence takes place where no advance notice is given, then the Contractor shall take the responsibility to produce a re-route, which minimizes interruptions to service, immediately notify the City, dispatch a supervisor to monitor the area and the situation, and return to the normal route/operation as quickly as possible. When advance notice is received, the Contractor shall work with the City staff to develop a re-route plan, post rider alert bulletins, and in some situations, pick-up and post signs provided by the City. The Contractor shall also be responsible for removing the rider bulletins and signs as soon as the emergency is over.

8.11 Safety Program

The Contractor shall ensure that regular and continuous formal safety instruction for all personnel assigned to perform any activities under this Agreement is provided and shall require them to attend regularly scheduled safety meetings.

8.12 Liability

Neither party, the City or the Contractor, shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused (i) by causes beyond that party's reasonable control and (ii) occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Such events may include, but are not restricted to, the following: 1) governmental restrictions or limitations; 2) failure or shortage of fuel, water, fuel oil or other utility or services; 3) riot, war, insurrection, or other national or local emergencies; 4) natural disasters; or 5) route impasses due to construction, accidents or other reasons.

8.13 Data and Intellectual Property

8.13.1 Data

All rights, titles, and interests in City data will remain the property of the City. The Contractor has no intellectual property rights or other claims to City data that is hosted, stored, or transferred to and from the products or the cloud services platform utilized by the Contractor or to the City's confidential information. The Contractor will cooperate with the City if the Contractor becomes aware of any potential infringement of those rights in accordance with the provisions listed in this Agreement.

8.13.2 Software

To the extent possible, all applicable software (excluding proprietary) and hardware purchased by Contractor for the performance of this Agreement is considered City property and shall be turned over to the City or the incoming contractor at the City's instruction at the end of the contract period.

8.13.3 Licenses

The Contractor shall be responsible for providing and maintaining all software licenses required to perform the scope of service as outlined in this Agreement, including those necessary for LADOT staff and designated service providers. Software licenses may include proprietary licenses, GNU general public licenses, end-user license agreements (EULA), workstation licenses, concurrent use licenses, site licenses, perpetual licenses, and non-perpetual licenses.

All licenses shall be maintained by the Contractor during the contract period and, if available for transfer as provided in the terms of the Contractor's license, transferable to the City or a City designated contractor at the end of the contract term. Any cost to transfer or re-license shall be the City's sole responsibility.

Contractor warrants to the City that any software procured on behalf of the City by Contractor does not infringe, misappropriate or violate the intellectual property rights of any third party. Contractor will indemnify, defend and hold the City harmless from and against any and all claims, losses, liabilities, costs and expenses attributable to any allegation of intellectual property infringement arising out of this Agreement. If any software licensed or used by Contractor during the Term of this agreement as part of the contracted services becomes or, in Contractor's opinion, is likely to become the subject of any claim or action that infringes, misappropriates or violates the intellectual property rights of another person, then Contractor, at its expense and option, may: (i) procure the right for the City to continue using the software, (ii) modify the software to render it no longer subject to any such claim or action, or (iii) replace the software or any portion thereof with equally suitable, functionally equivalent, non-infringing software

8.14 Taxes and Other Charges

The Contractor shall pay all taxes of whatever character that may be levied or charged upon its equipment, facilities improvements, fixtures, or upon its operation hereunder. The Contractor shall also pay all licenses or permit fees necessary or required by law or the City for the conduct of its operation hereunder.

It is expressly understood and acknowledged by the parties hereto that any amounts payable hereunder shall be paid in gross amount, without reduction for any other governmental taxes or charges. The Contractor is responsible for assuming and remitting any applicable federal or state withholding taxes, estimated tax payments, social security payments, unemployment compensation payments, or any other fees, taxes, or expenses whatsoever.

8.15 Property and Equipment

All property purchased with funds provided under this Agreement shall be approved by the City prior to the purchase and used and maintained by the Contractor as follows:

- A. The property shall be used in proportion to the direct use of the budgeted amount for the performance of this Agreement.
- B. No modifications shall be made to the property without the prior written approval of the City.
- C. The Contractor shall be liable for any and all losses, damage, or destruction of property acquired under this agreement during the period said the property is under the control of the Contractor, except losses, damage, or destruction resulting from reasonable wear and tear. Losses, damage, or destruction of the property shall be immediately reported to the City.

9. TERMINATION OF THE AGREEMENT

The contract will be in effect for up to five (5) years but subject to the start and end dates described in Section 2.1 of this Agreement.

The City may, at any time prior to completion of work, terminate the contract with the Contractor for any cause, including but not limited to, default by the Contractor, upon written notice to the Contractor at least sixty (60) days prior to the effective date of such termination. The Contractor shall promptly submit its termination claim for payment to the City. If the Contractor has any property in its possession belonging to the City, the Contractor shall account for the same and dispose of it in the manner the City directs.

Upon receiving notice of Agreement termination, the Contractor will begin the transition of service and equipment back to the City and the City's designated replacement contractor in an amount of time to be determined by the City.

If the City determines that the Contractor has not materially complied with the terms of the contract, the City shall notify the Contractor of such noncompliance and reserves the right to terminate this

Agreement. Reasons for such termination may include, but shall not be limited to, the failure to provide service within agreed performance standards as evidenced by City inspection, through surveys, or by communications from users of a service. Termination shall be effected by giving a notice of termination to the Contractor setting forth the manner in which the Contractor is in default. In the event of termination for default of Contractor, the Contractor shall only be paid the contracted price for supplies delivered and accepted and for services performed in accordance with the manner of performance set forth in this Agreement.

In the event of contract termination due to noncompliance, the Contractor may request a delay in such termination in order to present an appeal to City Council.

In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs incurred by the City. The City, by written notice, may terminate this contract, in whole or in part, when it is in the City's interest. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Similarly, the City retains the right to terminate the work of a subcontractor for any cause, including but not limited to default by subcontractor upon written notice to the Contractor at least thirty (30) days prior to the effective date of such termination. Good faith efforts will be made by both the City and the Contractor to correct identified problems and issues prior to contract termination.

10. RETURN OF CITY-OWNED PROPERTY

10.1 Return of City-Owned Vehicles Scheduled for Salvage

The Contractor will remove all after-market systems from the vehicles identified by the City to be salvaged. The Contractor will either install the removed after-market systems on the replacement vehicle or return the after-market system components to spare parts inventory. The Contractor will remove all City decals and identifiers. The Contractor will return the vehicle license plate to the City.

LADOT will send an equipment specialist to perform a safety audit prior to the removal of the vehicle from the Contractor's transit maintenance facility.

10.2 Return of City-Owned Vehicles at End of Contract

Upon termination, or completion of the contract term, the Contractor shall be responsible for returning all vehicles to the City in the condition in which they were received (with the exception of normal wear and tear), including but not limited to body condition, system(s) condition and function, all ancillary equipment (intact and functional) and overall vehicle operation and performance. Prior termination, or completion of the contract term, the City or its representative will perform a vehicle turn-over inspection on all City-owned vehicles to determine damages. See **Exhibit 18** for the turn-over inspection criteria which the vehicles must meet or exceed.

Where time is of the essence to maintain any required service demands, the City reserves the right to waive the Contractor's right of repair and undertake any required repairs which are necessary to

bring the vehicle into compliance under the terms of this contract. Under such waiver conditions, the City may make repairs itself or assign another company of the City's choosing to perform all required repairs and charge the Contractor the cost of such repairs from any monies otherwise owed the Contractor.

The Contractor will ensure all vehicles are steam cleaned thoroughly in the engine compartment and underneath the vehicle to remove all excess oil and grease, paying particular attention to the suspension, transmission, engine, and final drive as well as all oil coolers before the inspection by the City.

10.3 Return of Vehicle Maintenance Records

The Contractor is required to return all vehicle records, files, and any other documentation concerning the maintenance of the City-owned fleet vehicles. The Contractor will be responsible for any and all costs associated with the transport of all vehicle records, files, and other documentation to the LADOT designated location. These records will remain the property of the City.

10.4 Return of City Facility at End of Contract

The Contractor shall pay all claims for labor or materials furnished or alleged to have been furnished to or for Contractor at or for use on the City Facility(ies), which claims are or may be secured by any mechanic's or materialmen's lien against the City Facility(ies) or any interest therein. If Contractor contests the validity of any such lien, claim or demand, then the Contractor shall, at its sole expense defend and protect itself, the City and the City Facility(ies) against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. Contractor shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying the City against liability for the same.

Contractor shall vacate the City Facility(ies) on the end of the last day of the contracted term unless otherwise instructed by the City. The City Facility(ies) shall be returned to the City with any and all improvements, parts, and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice.

Contractor shall repair any damage occasioned by the installation, maintenance, or removal of Trade Fixtures, Contractor owned Alterations and/or utility installations, furnishings, and equipment, as well as the removal of any storage tank installed by or for Contractor. Any furnishings, equipment, computers, software, printers, copy machines, and utility installations purchased by the Contractor under the service contract will remain the property of LADOT and shall be inventoried, and a written letter containing a listing with any associated serial number shall be submitted two weeks prior to the end date of the contract term. LADOT shall indicate which property shall be left by the Contractor in/on the City Facility at the end of the contract.

The term "Trade Fixtures" shall mean the Contractor's machinery and equipment that can be removed without doing material damage to the Facility. The term "Alterations" shall mean any

modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion.

Any personal property of Contractor not removed on or before the termination date shall be deemed to have been abandoned by Contractor and may be disposed of or retained by LADOT as LADOT may desire.

The Contractor shall remove and dispose of, in a lawful manner, any hazardous waste from the City facility(ies) prior to termination of the contract.

10.5 Return of City Property and Assets

The Contractor will return all property and assets purchased with funds from the services as outlined in this Agreement. The Contractor will be responsible for any damage to said property, including repair costs, replacement, or substitution of all property and assets purchased through project funds. The City will inspect all City Property and Assets to evaluate any damages. The City reserves the right to withhold funds due to the Contractor for completing any repairs and/or replacement of those properties or assets deemed damaged at the final turnover inspection.

The Contractor will be responsible for any and all costs associated with the transportation of City Property and assets to the LADOT designated location.

11. GENERAL PROVISIONS

11.1 Governing Law and Venue

This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Each Party hereby expressly consents to the exclusive personal jurisdiction and venue in the state and federal courts of Los Angeles County, California for any lawsuit filed there against it by the other Party arising from or related to this Agreement.

11.2 Export

The Contractor agrees not to export, report, or transfer, directly or indirectly, any City Data, or any products utilizing such data, in violation of United States export laws or regulations. Without limiting the foregoing, Contractor agrees that (a) it is not, and is not acting on behalf of, any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States or other applicable government body has prohibited export transactions (e.g., Iran, North Korea, etc.); (b) is not, and is not action on behalf of, any person or entity listed on a relevant list of persons to whom export is prohibited (e.g., the U.S. Treasury Department list Specially Designated National and Blocked Persons, the U.S. Commerce Department Denied Persons List or Entity List, etc.); and (c) it will not use any City Data for, and will not permit any City Data to be used for, any purpose prohibited by applicable law.

11.3 No Assignment

Neither Party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

11.4 No Third-Party Beneficiaries

Nothing herein is intended to create a third-party beneficiary in any subcontractor. City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

11.5 Amendments

This Agreement may be amended by mutual agreement of the Parties. No amendment or modification to this Agreement or its attachments will be effective unless in writing and signed by an authorized signatory of each Party.

11.6 Severability

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision(s) will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

11.7 No Waiver

Any waiver or failure to enforce any provision of this Agreement or its attachments on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.8 Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by CITY) and sent by e-mail shall be deemed original signatures.

11.9 Entire Agreement

This City Contract, and any exhibits, attachments or documents incorporated herein by inclusion or by reference, constitutes the final, complete, and entire Agreement between the City and the Contractor, and supersedes and merges all prior discussions between the Parties. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be

effective unless in writing and signed by an authorized signatory of each Party pursuant to Section 11.5 [Amendments].

11.10. Number of Pages and Attachments

This Agreement includes 69 pages, including the signature page, 19 Exhibits, and 2 Attachments, which constitutes the entire understanding and agreement of the Parties.

11.11 Order of Precedence

This Agreement, and any exhibits, attachments, or documents incorporated herein by inclusion or by reference, including the RFP and Proposal, constitute the complete and entire Agreement between the City and the Contractor. In the event of any inconsistencies between the bodies of this Agreement, exhibits, attachments, RFP, and Proposal, the order of precedence will be as follows:

1. This Agreement between the City of Los Angeles and its Amendments
2. Attachment A – Standard Provisions for City Contracts (Rev. 10/21[v.4])
3. Attachment B – Contracting Provisions for FTA Funds
4. RFP for the Operation of the Cityride Paratransit Program, April 2021 [LABAVN RFP No. 42058]
5. Contractor Proposal submitted in response to RFP No. 42058

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES

MV Transportation, Inc., a California Corporation

By: _____

Seleta J. Reynolds
General Manager
Department of Transportation

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____

Michael Nagle
Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

City Agreement Number: _____

Council File Number: 21-0276

By*: _____

Title: _____

Date: _____

By**: _____

Title: _____

Date: _____

NOTE: If Contractor is a corporation, two signatures are required.

* The signature of President, Chairman of the Board, or Vice President is required here; and

** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

Agreement between the City of Los Angeles and
MV Transportation, Inc. for the Operation of the
Cityride Paratransit Program Exhibits

EXHIBIT 1
COST SHEETS

EXHIBIT 1 – COST SHEETS

CITYRIDE PARATRANSIT PROGRAM NON-SHARED TRANSIT MAINTENANCE FACILITIES

	Year 1	Year 2	Year 3	Option Year 1	Option Year 2	Maximum Allowable
Hourly Rate	\$127.26	\$131.51	\$135.34	\$139.05	\$144.74	
Annual Revenue Service Hours	65,280	65,280	65,280	65,280	65,280	326,400
Total Cost	\$8,307,532.80	\$8,584,972.80	\$8,834,995.20	\$9,077,184.00	\$9,448,627.20	\$44,253,312
Line Items:						
Tablet’s Fare Collection Software/Application Costs	\$8,768	\$8,938	\$9,113	\$6,190	\$6,376	\$39,385
RSDS & Vehicle operator’s Application Costs	\$130,480	\$133,913	\$137,448	\$125,030	\$128,781	\$655,652
Cityride Participant website & Application Costs	\$0	\$0	\$0	\$0	\$0	\$0
Facility Leasing Costs	\$0	\$0	\$0	\$0	\$0	\$0
Paratransit Overflow Service Costs	\$16,165	\$16,650	\$17,149	\$17,664	\$18,194	\$85,822
Start-up Costs	\$335,551	\$335,551	\$335,551			\$1,006,653
Revenue Vehicle Fuel and Electric Charging Costs						\$1,938,000
Year-by-year incremental increase in Driver Permit Fees		\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Modem & Installation Costs						\$160,901
WiFi Service Costs						\$132,000
As Needed Costs						\$150,000
Driver Wage Adjustments	\$448,800	\$448,800	\$448,800	\$448,800	\$448,800	\$2,244,000
Month-to-Month Clause						\$7,306,718
				Total Maximum Allowable Service Costs		\$58,072,443
Hourly Rate Adjustments for Decrease in Revenue Service Hours from Base Annual of 65,280 Revenue Service Hours						
Between 15.1% to 30%	\$18.55	\$19.35	\$21.36	\$20.50	\$21.42	
Between 30.1% to 45%	\$44.00	\$45.80	\$46.67	\$44.83	\$46.84	
Between 45.1% to 60%	\$78.46	\$81.80	\$86.07	\$82.65	\$86.39	
Between 60.1% to 75%	\$153.56	\$159.94	\$163.19	\$156.96	\$164.01	
Hourly Rate Adjustments for Increase in Revenue Service Hours from Base Annual of 65,280 Revenue Service Hours						
Between 10.1% to 20%	\$(10.90)	\$(11.36)	\$(12.63)	\$(12.23)	\$(12.76)	
Between 20.1% to 30%	\$(17.97)	\$(18.70)	\$(19.12)	\$(18.50)	\$(19.31)	

The Month-to-Month Clause costs are on a not-to-exceed 3.9% increase from Option Year 2 costs and in line with the LA County CPI. The Month-to-Month clause duration is limited to a maximum of eight (8) months.

Agreement between the City of Los Angeles and
MV Transportation, Inc. for the Operation of the
Cityride Paratransit Program Exhibits

Exhibit 1 (Continued)

CITYRIDE PARATRANSIT PROGRAM SHARED-USE TRANSIT MAINTENANCE FACILITIES

	Year 1	Year 2	Year 3	Option Year 1	Option Year 2	Maximum Allowable
Hourly Rate	\$111.13	\$115.36	\$118.94	\$122.82	\$128.05	
Annual Revenue Service Hours	65,280	65,280	65,280	65,280	65,280	326,400
Total Cost	\$7,254,566.40	\$7,530,700.80	\$7,764,403.20	\$8,017,689.60	\$8,359,140.00	\$38,926,500
Line Items:						
Tablet’s Fare Collection Software/Application Costs	\$8,768	\$8,938	\$9,113	\$6,190	\$6,376	\$39,385
RSDS & Vehicle operator’s Application Costs	\$130,480	\$133,913	\$137,448	\$125,030	\$128,781	\$655,652
Cityride Participant website & Application Costs	\$0	\$0	\$0	\$0	\$0	\$0
Facility Leasing Costs	\$0	\$0	\$0	\$0	\$0	\$0
Paratransit Overflow Service Costs	\$16,165	\$16,650	\$17,149	\$17,664	\$18,194	\$85,822
Revenue Vehicle Fuel and Electric Charging Costs						\$1,938,000
Year-by-year incremental increase in Driver Permit Fees		\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Modem & Installation Costs						\$160,901
WiFi Service Costs						\$132,000
As Needed Costs						\$150,000
Driver Wage Adjustments	\$448,800	\$448,800	\$448,800	\$448,800	\$448,800	\$2,244,000
Month-to-Month Clause						\$6,533,780
				Total Maximum Allowable Service Costs		\$50,880,218
Hourly Rate Adjustments for Decrease in Revenue Service Hours from Base Annual of 65,280 Revenue Service Hours						
Between 15.1% to 30%	\$15.47	\$16.31	\$18.35	\$18.88	\$19.76	
Between 30.1% to 45%	\$35.36	\$37.20	\$38.04	\$39.15	\$40.99	
Between 45.1% to 60%	\$60.56	\$63.95	\$68.10	\$70.11	\$73.47	
Between 60.1% to 75%	\$118.00	\$124.42	\$127.36	\$131.13	\$137.42	
Hourly Rate Adjustments for Increase in Revenue Service Hours from Base Annual of 65,280 Revenue Service Hours						
Between 10.1% to 20%	\$(8.06)	\$(8.50)	\$(9.74)	\$(10.03)	\$(10.51)	
Between 20.1% to 30%	\$(13.83)	\$(14.56)	\$(14.93)	\$(15.38)	\$(16.11)	

The Month-to-Month Clause costs are on a not-to-exceed 3.9% increase from Option Year 2 costs and in line with the LA County CPI. The Month-to-Month clause duration is limited to a maximum of eight (8) months.

Agreement between the City of Los Angeles and
MV Transportation, Inc. for the Operation of the
Cityride Paratransit Program Exhibits

EXHIBIT 2

POSITION AND TASK REPORT

Position and Task Report - MV Transportation, Inc.

Position	Administration	Dispatch	Field Supervisor	Maintenance	Training	Safety	Other Duties: Specific Hours & Duties Below	Other LADOT Projects: Specify Hours & Projects	Total Annual Hours
Project Manager									
Keith Everage	2,000								2,000
Assistant Project Manager									
Teresa Doe	2,000								2,000
Data Manager									
Lorena Lopez	2,000								2,000
Safety/Training Manager									
Jeffrey Affiallo						2,000			2,000
Trainers									
TBD					2,000				2,000
Maintenance Manager									
Arturo Sanchez - Robles				2,000					2,000
Assistant Maintenance Manager/Lead Mechanic									
Serafin De La Cruz				2,000					2,000
Field Supervisors									
Field Supervisor 1			2,000						2,000
Field Supervisor 2			2,000						2,000
Dispatchers									
Dispatcher 1		2,000							2,000
Dispatcher 2		2,000							2,000
Dispatcher 3		2,000							2,000
Reservationists									
Reservationist 1							2,000 - reservations		
Reservationist 2							2,000 - reservations		
Reservationist 3							2,000 - reservations		
Reservationist 4							2,000 - reservations		
Mechanics									
"A" Mechanic 1				2,000					2,000
"A" Mechanic 2				2,000					2,000
"B" Mechanic 1									
"C" Mechanic 1				2,000					2,000
Vehicle Operators				1,000					1,000
Vehicle Operators									
Extra Board							80,000 - vehicle operation		80,000
Other Staff Positions									
Utility 1							2,000 - Utility		2,000
Utility 2							2,000 - Utility		2,000
Utility 3							2,000 - Utility		2,000
Customer Outreach and Overflow Manager (Year 1 & 2 Only)							2,000 - Customer Outreach and Overflow Taxi Management		2,000

** Assume 2,000 FTE labor hours per year. Enter other Staff positions as necessary.

EXHIBIT 3
SCHEDULE A



Los Angeles Department of Transportation

SCHEDULE A CITY OF LOS ANGELES MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title	Operation of the Cityride Paratransit Program
----------------------	---

Proposer MV Transportation, Inc.	Address 2711 N. Haskell Avenue, Suite 1500 LB-2 Dallas TX 75204
Contact Person Joe Escobedo, Senior Vice President	Phone/Fax (623) 340-3209 / (707) 446-4177

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
Twin Valet Parking, Inc. 1309 W Magnolia Blvd., Burbank, CA 91506 (818) 841-6600	Security Guard Services	MBE	CA 42007 / City 11772	\$ 2,040,992.
Jamison Transportation Products 2821 S. Parker Road #505, Aurora, CO 80014 (720) 429-0738	Supply Parts, Tires and Lubricants	DBE / EBE / MBE / SBE / SLB	CA 42968	\$ 833,417. (\$500,050. @ 60%)
JCM & Associates, Inc. 5443 E. Washington Blvd., Commerce CA 90040 (800) 543-3732	Supply Uniforms	DBE / SBE MBE	32118 / MTA 70	\$ 17,918. (\$10,751. @ 60%)

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$	%
TOTAL WBE AMOUNT	\$	%
TOTAL SBE AMOUNT	\$	%
TOTAL EBE AMOUNT	\$	%
TOTAL DVBE AMOUNT	\$	%
TOTAL OBE AMOUNT	\$	%
BASE BID AMOUNT	\$	

Signature of Person Completing this Form

Dorothea DePrisco

Printed Name of Person Completing this Form

Assistant Corporate Secretary

Title

June 11, 2021

Date

MUST BE SUBMITTED WITH PROPOSAL

EXHIBIT 4

CITYRIDE PARATRANSIT PROGRAM FARE POLICY

EXHIBIT 4 – CITYRIDE PARATRANSIT PROGRAM FARE MEDIA AND USAGE

FARE MEDIA AND USAGE

Once a Cityride Participant's application is approved, a Cityride account is established for them, and they are issued a Cityride Card. Participants pay \$21.00 USD (\$9.00 USD for low-income participants) once a quarter for \$84.00 of fare value. Quarterly order dates are:

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

The maximum fare value that participants can accrue in their Cityride account is \$336.00. Participants can check their Cityride account balance in the following way:

- Go online at <https://farepayments.cityride.net/balance>
- [Download the Cityride Application at Google Play or the Apple Store](#)
- Call Cityride at (213,310,323, or 818) 808-7433 (808-RIDE) or (800) 559-1950 for the TDD number provided for those participants that are hearing-impaired
- Check your receipt after a Cityride taxicab trip

The Cityride Card can only be used by the person to whom it is issued. Participants are required to show the Cityride DAR vehicle operator their Cityride Card, and upon driver's request, their government-issued photo identification at the time of pick-up. The name on the identification must match the name on the Cityride Card.

Cityride Card Usage and Fares

Contractor staff is to have a basic understanding of the Cityride Card fares, which services the Cityride Card can be used on, and the rules of use on the services. Cityride Cards can be used on Cityride DAR Services, City of Los Angeles Permitted Taxicabs, Cityride Semi-Fixed Routes, and on the City's DASH Services.

Cash Fares on Cityride DAR and Semi-fixed Routes

If the Cityride participant's Cityride Card account balance is at zero, the Cityride participant may request a stand-by trip and make a cash payment of \$3.00. Standby trips are not available for special group trips. See "Cityride Paratransit Program Fares" for fare information on Cityride DAR and Semi-fixed Routes.

Fares on City of Los Angeles Permitted Taxicabs

The Cityride Card is only accepted by the City of Los Angeles permitted taxicab companies. These taxicabs bear a City of Los Angeles Taxicab Seal on their vehicles; this is the official City of Los Angeles Department of Transportation Taxicab Seal. Taxicabs bearing this seal are insured, have trained drivers, and are regularly inspected by the City, and participate in the Cityride subsidy program. Any taxicab without the seal cannot accept the Cityride Card for payment.

Taxicabs are available 24 hours a day, seven (7) days a week. Cityride taxicab companies operate a fleet of ADA ramp or lift-equipped vans, which can be requested when requesting a trip.

Cityride participants can use their Cityride Cards to pay for up to twenty dollars (\$20.00) of the fare value per trip for taxicab fare payment. The minimum charge is four dollars (\$4.00). Participants must pay all fare value over the twenty dollars (\$20.00), including any tips, by using cash or credit cards.

Participants are encouraged to rideshare to save money when using taxicab services. Taxicabs can seat up to four passengers. Each Cityride participant in taxicab rideshare can contribute up to twenty dollars (\$20.00) using their Cityride Cards towards the Taxicab fare.

Current taxicab rates are listed on www.taxicabsla.org or by calling the taxicab directly.

EMERGENCY ASSISTANCE FOR PARTICIPANT'S WITH ZERO BALANCE ON CITYRIDE CARDS

The City's Cityride Program Coordinator provides an emergency assistance fare to those Cityride participants who request to file for emergency assistance fare. The Contractor is to refer any participants requesting additional fare to the Cityride Customer Service at (213, 310, 323, or 818) 808-7433 (808-RIDE) or (800) 559-1950 for the TDD number provided for those participants that are hearing-impaired.

LOST OR FOUND CITYRIDE CARDS

Lost Cityride Cards

Participants who lose their Cityride Cards are to call (213, 310, 323, or 818) 808-7433 (808-RIDE) or (800) 559-1950 for the TDD number provided for those participants that are hearing-impaired and report the lost or stolen card immediately. Any balance left on the Participant's card will be transferred to a newly issued Cityride Card. The first replacement Cityride Card is free, but there will be a five-dollar (\$5.00) fee for additional replacement cards. The new Cityride Card should be received in approximately seven (7) business days.

Found Cityride Cards

If Vehicle Operators or other Contractor personnel find a Cityride Card, they are to inform dispatch immediately. Dispatch will log the participant's name as written on the Cityride Card, the date and time the card was found, and the driver's name and vehicle number (if applicable). Found Cityride Cards shall be turned in at the end of shift to the dispatchers unless the Vehicle Operator is transporting the participant later in the day, at which time the vehicle operator can return the card to the participant.

CITYRIDE PARATRANSIT PROGRAM FARE TABLES

Cityride DAR Service and Paratransit Overflow Service Fare Table

Cityride DAR Trips	One-way 1-10 Mile Trip
Cityride Participant Single-Person Booking	\$4.00 Cityride Card Charge
Cityride Participant Group Trip	\$2.00 Cityride Card Charge
Cityride Stand-by Trip	\$3.00 CASH Fare

Cityride Semi-Fixed Route Fare Table

Cityride Semi-Fixed Routes	One-way Trip
Cityride Participants	FREE
Seniors/Individuals with a Disability	FREE
Regular Fare	0.50¢

EXHIBIT 5

LADOT'S SAFETY AND SECURITY REQUIREMENTS

EXHIBIT 5 – LADOT’S SAFETY AND SECURITY REQUIREMENTS

Section 1 Requirements for all Contractor Personnel

The Contractor will ensure all Contractor personnel perform the following functions:

- A. Immediately report all suspicious activity/incidents and suspicious objects, no matter how insignificant it may seem, to the dispatcher or their immediate supervisor, who will immediately document all the details on a Law Enforcement Service Request Form. Each report should include the date, time, location, type of activity, number of, and a brief description of people involved, type of equipment (if any) used for the activity, organization, and a designated point of contact. The dispatcher or their supervisor shall notify the Project Manager, LADOT’s Security and Safety Coordinator, and the LAPD, who shall evaluate the threat.
- B. If the suspicious activity and security incidents prove to require a threat response, the Contractor’s Project Manager shall immediately report the incident to the Head of Transit Operations.
- C. When managing disruptive passengers and potentially volatile situations, base judgment and reaction per guidelines taught in the Contractor’s Safety/Security/Emergency Response training and per the City’s Safety and Security Requirements.
- D. Contractor participation in security and emergency preparedness training offered by Federal, State, and local agencies is encouraged. Training includes drills and exercises. The Contractor shall become familiar with and operate within the safety, security, and emergency preparedness procedures for their assigned work activity as described in the RFP, as per guidelines taught in the Contractor’s Safety/Security/Emergency Response training.

Section 2 Requirements for Contractor Supervisors

In addition to the general responsibilities identified in Section 1, the Contractor supervisors are responsible for communicating LADOT’s Safety and Security requirements to all employees, volunteers, and subcontractors. The Contractor will ensure that all supervisors are trained and have full knowledge of all of LADOT’s safety and security rules and policies. Contractor Supervisors must communicate those policies to operators and all yard personnel in a manner that encourages them to incorporate safety and security practices into their everyday work. The specific responsibilities of the Contractor Supervisors include, but are not limited to, the following:

- A. Shall train all drivers in the standardized security and emergency response methods as per industry best practices, FTA requirements, and the City’s Safety and Security Requirements.
- B. Ensure that all staff treats security and emergency preparedness as a primary concern when on the job.
- C. Cooperate fully with the City regarding any accident investigation as well as listening to, investigating, reporting, and acting upon any security concerns raised by the drivers.

- D. Immediately report security concerns to the dispatchers, law enforcement officials, Contractor's Project Manager, and LADOT's Safety and Security Coordinator.

When supporting the response to an incident, Contractor supervisors are expected to:

- E. Provide leadership and direction to employees during security incidents, area-wide crisis, or emergencies.
- F. Handle minor non-threatening rule violations.
- G. Defuse minor arguments.
- H. Determine when to call for assistance.
- I. Coordinate with the City Project Manager to make decisions regarding the continuance of operations.
- J. Respond to fare disputes and service complaints.
- K. Respond to security-related calls with police officers when required, rendering assistance with crowd control, victim/witness information gathering, and general on-scene assistance.
- L. Complete necessary security-related reports.
- M. Take photographs of the damage and injuries. Immediately pull and secure all video footage from the bus camera system and forward this footage to LADOT Head of Transit Operations.
- N. Coordinate with all outside agency personnel responding to the incident scenes.
- O. Train all drivers in basic anti-terrorist techniques to be able to identify suspicious passengers, suspicious passenger behavior, understanding the difference between an abandoned package and a suspicious package, and how to handle each of these situations.
- P. Train drivers and dispatchers on how to respond to, note, and track these issues. Ensure that drivers report fare disputes and service complaints. Compile this information and submit it to LADOT's Security and Safety Coordinator as events occur and submit a summarized report with the project's monthly report.
- Q. Take National Incident Management System (NIMS) training each year (IS-100, IS-200.b, IS-230, IS-700.a, IS-800.b, and IS-801). Classes are free and can be found online on the FEMA Emergency Management Institute Site.

Section 3 Requirements for Contractor Vehicle Operators

In addition, to the general responsibilities identified in Section 1, Contractor vehicle operators are responsible for exercising maximum care and sound judgment in identifying and reporting all suspicious activities, in managing security incidents, and in responding to emergencies as per their security/emergency preparedness training, drills, and exercises. The Contractor will ensure that each vehicle operator is trained and will:

- A. Take charge of the security incident scene until the arrival of Supervisory, Police, Fire, or emergency personnel.
- B. Collect fares in accordance with the Cityride DAR fare policies.
- C. Attempt to handle minor non-threatening rule violations.
- D. Respond verbally to complaints in a professional manner.
- E. Attempt to defuse minor arguments.
- F. Determine when to call for assistance.
- G. Maintain control of the vehicle.
- H. Report all security incidents to dispatch.
- I. Complete all necessary security-related reports.
- J. Support City responses to security incidents, area-wide crisis, or emergency response activities, as directed by City policies and procedures.

Section 4 Requirements for Contractor Dispatchers

In addition to the general responsibilities identified in Section 1, the Contractor will ensure the dispatchers are trained and must:

- A. Document all calls for assistance from drivers, notify designated law enforcement agencies, Contractor Project Manager, and City's Project Manager as appropriate.
- B. Coordinate with LADOT's Security and Safety Coordinator, who shall be the City's initial point of contact during all local or regional emergencies/major accidents. LADOT's Security and Safety Coordinator will notify all appropriate LADOT staff in the event of an incident/emergency/crisis that affects transit passengers or LADOT transit property or incidents that activates the City's Emergency Operations Center (EOC).
- C. Dispatch transit supervisors accordingly.
- D. Provide direction to on-scene personnel.
- E. Complete any required security-related reports and forward said reports to Contractor Project Manager.
- F. Track all suspicious activity/incidents, people, and suspicious objects, and report them to supervisors or security managers.
- G. Immediately report and respond to safety/security threats (verbal/physical)/incidents, crime, or vandalism to local enforcement or emergency medical service communications centers. Once a dispatcher has addressed the incident, the dispatcher must complete and file a Law Enforcement Service Request Form with the Project's designated local law enforcement agency, the Project Manager, and LADOT's Security and Safety Coordinator.

Section 5 Requirements for Contractor Maintenance Staff

In addition to the general responsibilities identified in Section 1, the Contractor will train the maintenance staff members and ensure the maintenance staff members:

- A. Report all witnessed or suspected vandalism.
- B. Report threats and vulnerabilities found at vehicle storage/maintenance yard(s).
- C. Provide priority response to safety, and security-critical items such as poor lighting, damaged security fences, non-authorized persons walking unescorted in the yard, non-authorized personnel taking pictures either inside or outside of the yard, and missing security personnel.
- D. Maintain facility alarm systems, security fences, as appropriate.
- E. Report all unidentifiable or suspicious objects.

EXHIBIT 6

MECHANIC QUALIFICATION LEVELS AND DEFINITIONS

EXHIBIT 6 – MECHANIC QUALIFICATION LEVELS REQUIREMENTS AND DEFINITIONS

Qualification Level and Definitions

All of the Contractor's maintenance personnel shall know about engines, transmissions, diagnostic procedures, electrical systems, HVAC, wheelchair lifts, and related mechanical parts, methods, and procedures normally used in servicing mechanical equipment for transit vehicles. The Contractor shall ensure that all mechanic staff will obtain ASE certification in the newly developed ASE Medium-Heavy Truck Certification within 12 months of the date of hire or the start of the contract, whichever comes last. By the end of each subsequent year until the end of the contract, each mechanic must obtain a minimum of one additional ASE certification per year from the Medium-Heavy Truck series. LADOT approves seven (7) of the current ASE certification tests in the Medium-Heavy Truck Series. Below are the approved ASE certification tests and any LADOT approved substitution ASE certifications from the Transit Bus Test Certification Tests and School Bus Certification Tests Series.

Table 4 - National Institute for Automotive Service Excellence (ASE) LADOT Approved Certifications

Medium-Heavy Truck and Transit Bus Test Series Classes	Class Subject	ASE Certification Accepted Substitutions
H1	Compressed Natural Gas (CNG) Engines	
T3	Drive Train	H3 or S3
T4	Brakes	
T5	Suspension & Steering	H5 or S5
T6	Electrical/Electronic Systems	H6 or S6
T7	Heating Ventilation & Air Conditioning (HVAC)	H7
T8	Preventive Maintenance & Inspection	H8

Instead of passing ASE certifications, maintenance personnel may take short courses at a local community college, technical school, or LADOT approved equivalent training directly relating to heavy-duty transit bus, school bus, or truck maintenance. A minimum of one course every six months is required. The Contractor must provide proof of course completion semi-annually to coincide with the ASE Certification Report.

"A" Level Mechanic

An "A" Level Mechanic, defined as a professional Journeyman Level maintenance technician that has at least four years' experience as a mechanic and has significant experience in the major systems and subsystems of motor vehicles, is capable of safely and accurately performing his/her duties with little or no supervision or correction. A qualified "A" level mechanic is capable of efficiently performing complex troubleshooting and diagnostic procedures utilizing their experience, logical thought processes, and the latest technologies, which include mechanical, hydraulic, electrical, and electronic testing equipment.

An "A" level mechanic qualified to work on LADOT vehicles must have the ability to utilize reference materials and other pertinent literature. An "A" level mechanic must have the ability to comprehend

the text, drawings, specifications, torque requirements, and interpret wiring and air system diagrams.

An "A" level mechanic must earn Master Technician Status in the Transit Test Series (H1 is required).

LADOT has the right to waive ASE certification requirements if necessary. Waiver(s) will be LADOT discretion.

"B" Level Mechanic

A "B" Level Mechanic, defined as a professional maintenance technician that has at least two years' experience as a mechanic and has experience in several of the major systems and subsystems of motor vehicles, is capable of safely and accurately performing his/her duties with moderate supervision, and some guidance from either a lead A mechanic or a maintenance manager. A qualified "B" mechanic is capable of performing basic troubleshooting and diagnostic procedures by efficiently utilizing experience, logical thought processes, and some of the latest technologies, which include mechanical, hydraulic, electrical, and electronic testing equipment.

A "B" level mechanic qualified to work on LADOT vehicles must have the ability to utilize reference materials and other pertinent literature.

A "B" level mechanic will be expected to be capable of passing the ASE Medium-Heavy Truck Preventive Maintenance and Inspection (T8) certification test, as well as all of the ASE certification tests relevant to their specific duties within two (2) ASE test cycles, which is equivalent to one year. A "B" level mechanic will be required to obtain at least the T8 certification and a minimum of three (3) additional ASE certifications for the Medium-Heavy Truck or Transit Bus Tests within two (2) years of hire to be considered a B level mechanic.

LADOT has the right to waive ASE certification requirements if necessary.

"C" Level Mechanic

The City defines a "C" Level Mechanic as a professional maintenance employee that has at least two (2) years of experience in a maintenance related position, with at least one (1) year performing mechanical duties, such as oil changes, tire repair, light bulb replacement, general inspections, and light-duty repairs. The "C" Level Mechanic is capable of safely and accurately performing his/her duties with moderate supervision and sufficient guidance from either a lead "A" Level Mechanic or a Maintenance Manager. The City is limiting the number of "C" mechanics to one (1) per transit maintenance facility for this project.

EXHIBIT 7

CITYRIDE DIAL-A-RIDE (DAR) SERVICE DESCRIPTION, SERVICE AREA MAPS, AND SCHEDULES

EXHIBIT 7 – CITYRIDE DIAL-A-RIDE (DAR) SERVICE DESCRIPTION, SERVICE AREA MAPS, AND SCHEDULES

The Cityride Paratransit Program operates throughout the entire City of Los Angeles. Additionally, The County of Los Angeles contracts with the City to provide services to several Los Angeles County (hereinafter known as the “County”) unincorporated areas. The Cityride DAR service operates in the following County Unincorporated Areas: Kagel Canyon, Topanga, and regions near Calabasas, Chatsworth, West Hills, Marina Del Rey, Carson, and Long Beach (See Cityride Service Area Map and Cityride Los Angeles County Unincorporated Service Areas Descriptions and Maps).

The Cityride DAR services are part of a transportation program for seniors 65 years and older and qualified persons with disabilities called Cityride. The Cityride Paratransit Program provides subsidized transportation to eligible participants (hereinafter known as “participants”) who live in the City of Los Angeles and select areas of Los Angeles County’s unincorporated areas. The Cityride DAR Service component consists of demand-responsive curb-to-curb paratransit service and the operation of two (2) semi-fixed service routes.

The Cityride DAR services offer participants pre-scheduled trip services. Participants can book trips two (2) days in advance for trips to and from medical appointments and procedures, including pharmacy visits. Participants can call one (1) day in advance for all non-medical trip requests.

Participants may request stand-by trips on the same day of service if no space is currently available. The service provider will inform the client if space becomes available.

The Cityride DAR service area includes two (2) semi-fixed service routes. These semi-fixed routes, developed to include high activity centers and community input, operate as the Cityride Via Marisol Connector and the Cityride Park La Brea Connector (See Cityride Via Marisol Connector Schedule and Route, and Cityride Park La Brea Connector Schedule and Route). The City’s primary intent in operating these service routes is to provide for grouped trips, thereby improving service productivity and cost-effectiveness.

The Cityride Paratransit Program services operate at a minimum Monday through Friday from 6:00 a.m. to 6:00 p.m. Scheduled pick-up times should be no earlier than 6:30 a.m. and no later than 4:30 p.m. The Cityride Paratransit Program does not operate on weekends or the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The Cityride DAR service uses a dedicated fleet of forty-four (44) City-owned vehicles. The Cityride DAR service daily/annual revenue service hours are calculated using each service vehicle’s first participant pick-up to the vehicle’s last participant’s drop-off; revenue service hours exclude deadhead travel time to/from the transit maintenance facility or fueling/charging station. The Paratransit Overflow services revenue service hours are calculated using the participant pick-up and drop-off times.

Unlike the Cityride DAR service, the Cityride semi-fixed service routes allow the general public to utilize the service for a fare. Cityride participants, Seniors, and individuals with a disability can ride the semi-fixed service routes at no cost (See Exhibit 4-Cityride Paratransit Program Fares for Fare requirements).

Cityride Via Marisol Connector

The Cityride Via Marisol Connector operates weekdays from 9:00 a.m. until approximately 2:00 p.m. at a frequency of every thirty (30) minutes using one (1) fleet vehicle. See Exhibit 6 for route details.

Cityride Park La Brea Connector

The Park La Brea Connector operates on Tuesdays and Thursdays from 10:00 a.m. until approximately 4:00 p.m. at a frequency of every twenty (20) minutes using one (1) fleet vehicle. See Exhibit 7 for route details.

If the Cityride participant's Cityride Card account balance is zero, the Cityride participant may request a stand-by trip and make a cash payment of \$3.00. Standby trips are not available for special group trips.

CITYRIDE SERVICE AREA MAPS



Cityride Los Angeles County Unincorporated Service Area Descriptions

Los Angeles County Unincorporated Service Areas

Calabasas Unincorporated Service Area

General boundaries for the Calabasas Unincorporated Service Area are the City of Hidden Hills/Los Angeles County borders to the north, Ventura Freeway (101 FWY) to the south, the City of Hidden Hills to the east, and the City of Calabasas borders to the west.

Carson Unincorporated Service Area

Carson Unincorporated Service Area consists of the following three (3) service areas:

1. General boundaries for Carson Unincorporated Service Area 1 are W. 190th Street to the north, the City of Los Angeles border to the south and east, and Normandie Avenue to the west.
2. General boundaries for Carson Unincorporated Service Area 2 are W. 190th Street to the north, the City of Los Angeles borders to the south and west, and the Harbor Freeway (110 FWY) to the east.
3. General boundaries for Carson Unincorporated Service Area 3 are Del Amo Boulevard/City of Los Angeles border to the north, Lomita Boulevard to the south, the Harbor Freeway (110 FWY) to the east, and Normandie Avenue/City of Los Angeles border to the west.

Chatsworth Unincorporated Service Area

Chatsworth Unincorporated Service Area consists of the following two (2) service areas:

1. General boundaries for Chatsworth Unincorporated Service Area 1 are the Community of Fern Ann Falls and Indian Hills Road to the north, the Ronald Reagan Freeway (118 FWY) to the south, the City of Los Angeles border to the east, and the Los Angeles/Ventura County border to the west.
2. General boundaries for Chatsworth Unincorporated Service Area 2 are the Los Angeles/Ventura County borders to the north and west and the City of Los Angeles border to the south and east.

Kagel Canyon Unincorporated Service Area

General boundaries for Kagel Canyon Unincorporated Service Area are the City of Los Angeles borders to the south and west and include all communities adjacent to Kagel Canyon Road terminating northerly at Rayland Drive.

Long Beach Unincorporated Service Area

Long Beach Unincorporated Service Area consists of the following two (2) service areas:

1. General boundaries for Long Beach Unincorporated Service Area 1 are the City of Los Angeles border to the north and west, W. 7th Street to the south, and Meyler Street to the east.
2. General boundaries for Long Beach Unincorporated Service Area 2 are E. Parkcrest Street to the north, and the City of Long Beach borders to the south, east, and west.

Marina Del Rey Unincorporated Service Area

Marina Del Rey Unincorporated Service Area consists of the following two (2) service areas:

1. General boundaries for Marina Del Rey Unincorporated Service Area 1 are Washington Boulevard to the north, Ballona Creek Channel to the south, Lincoln Boulevard to the east, and Via Marina to the west.

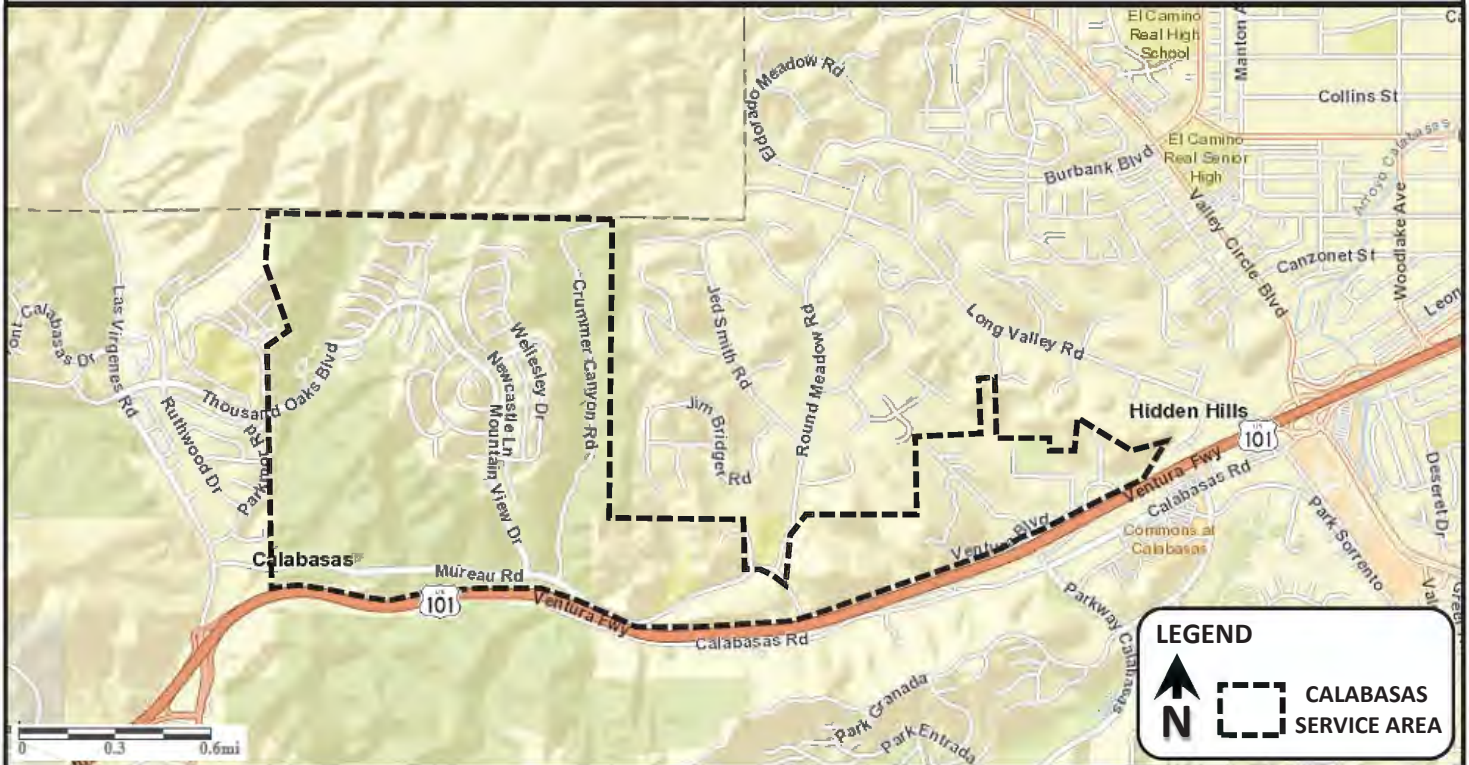
2. General boundaries for Marina Del Rey Unincorporated Service Area 2 are Centinela Creek to the north, W. Jefferson Boulevard to the south, Centinela Avenue to the east, and Grosvenor Boulevard to the west.

Topanga Unincorporated Service Area

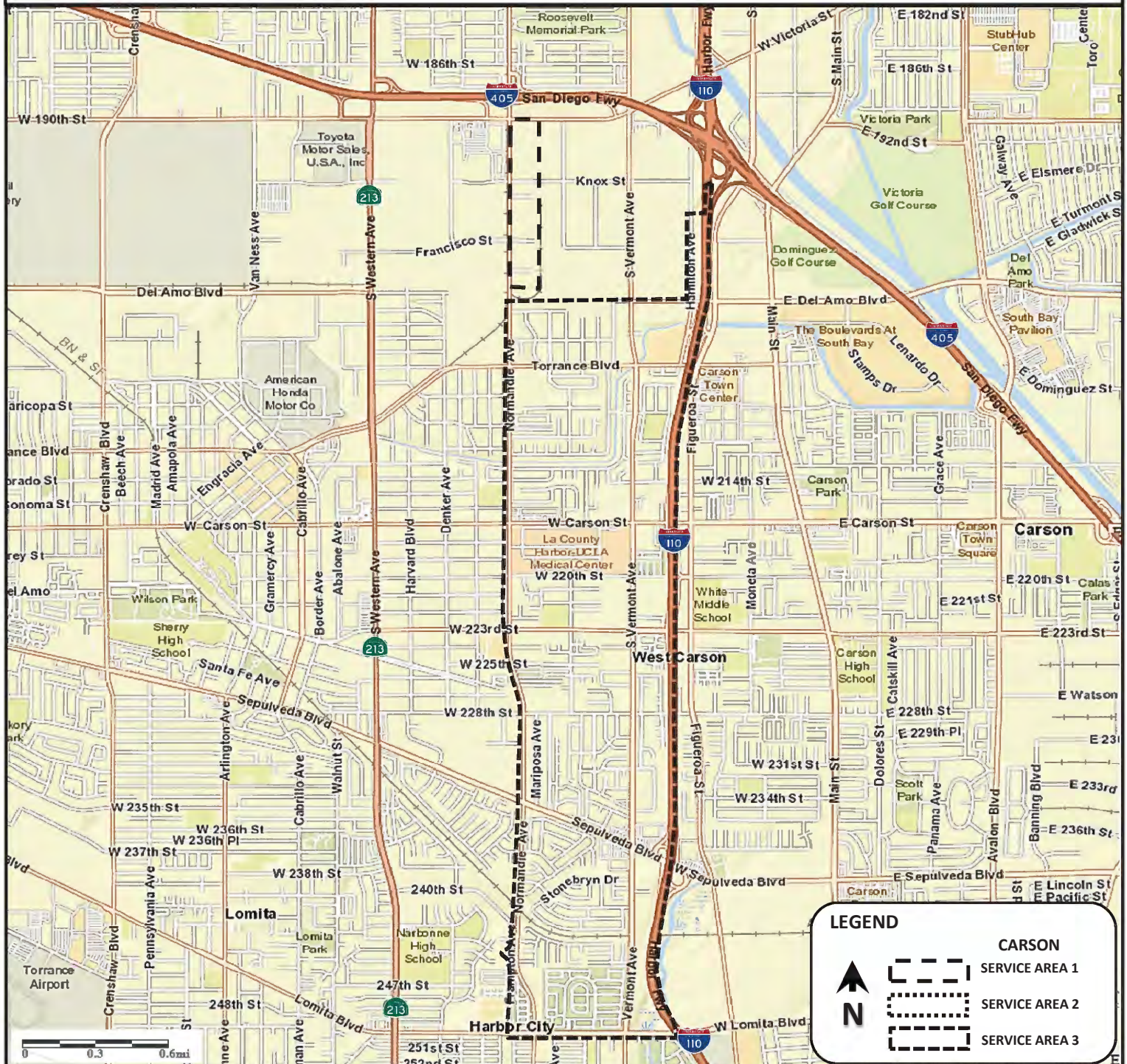
General boundaries for Topanga Unincorporated Service Area are the City of Calabasas border to the north, the City of Malibu and Los Angeles County borders to the south, the City of Los Angeles border to the east, and Malibu Canyon Road/Las Virgenes Road to the west.

West Hills Unincorporated Service Area

General boundaries for West Hills Unincorporated Service Area are the City of Los Angeles borders to the north, south, and east, and the Los Angeles/Ventura County borders to the west.



General boundaries for the Calabasas Unincorporated Service Area are the City of Hidden Hills/Los Angeles County borders to the north, Ventura Freeway (101 Fwy) to the south, the City of Hidden Hills to the east, and the City of Calabasas borders to the west.



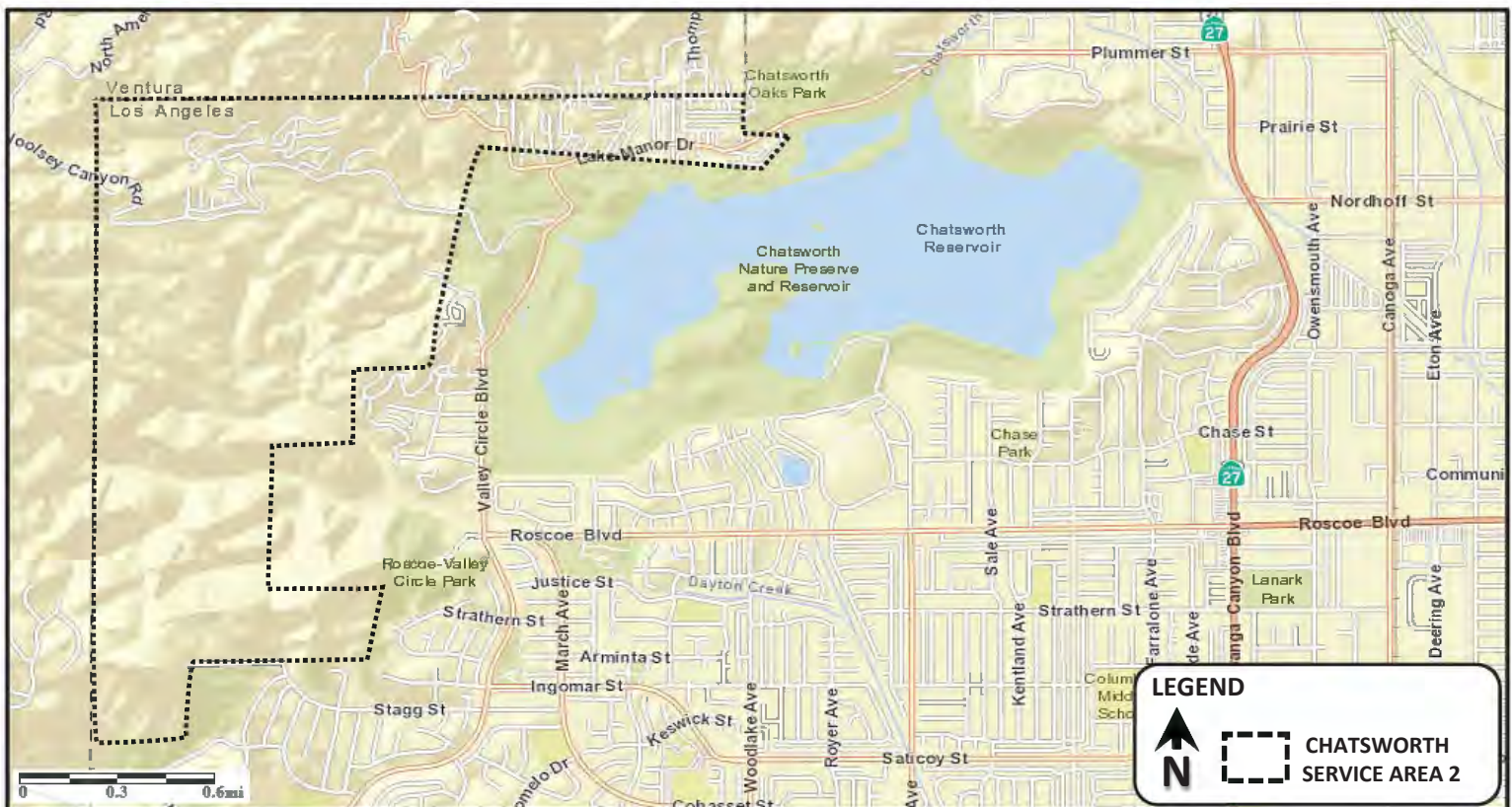
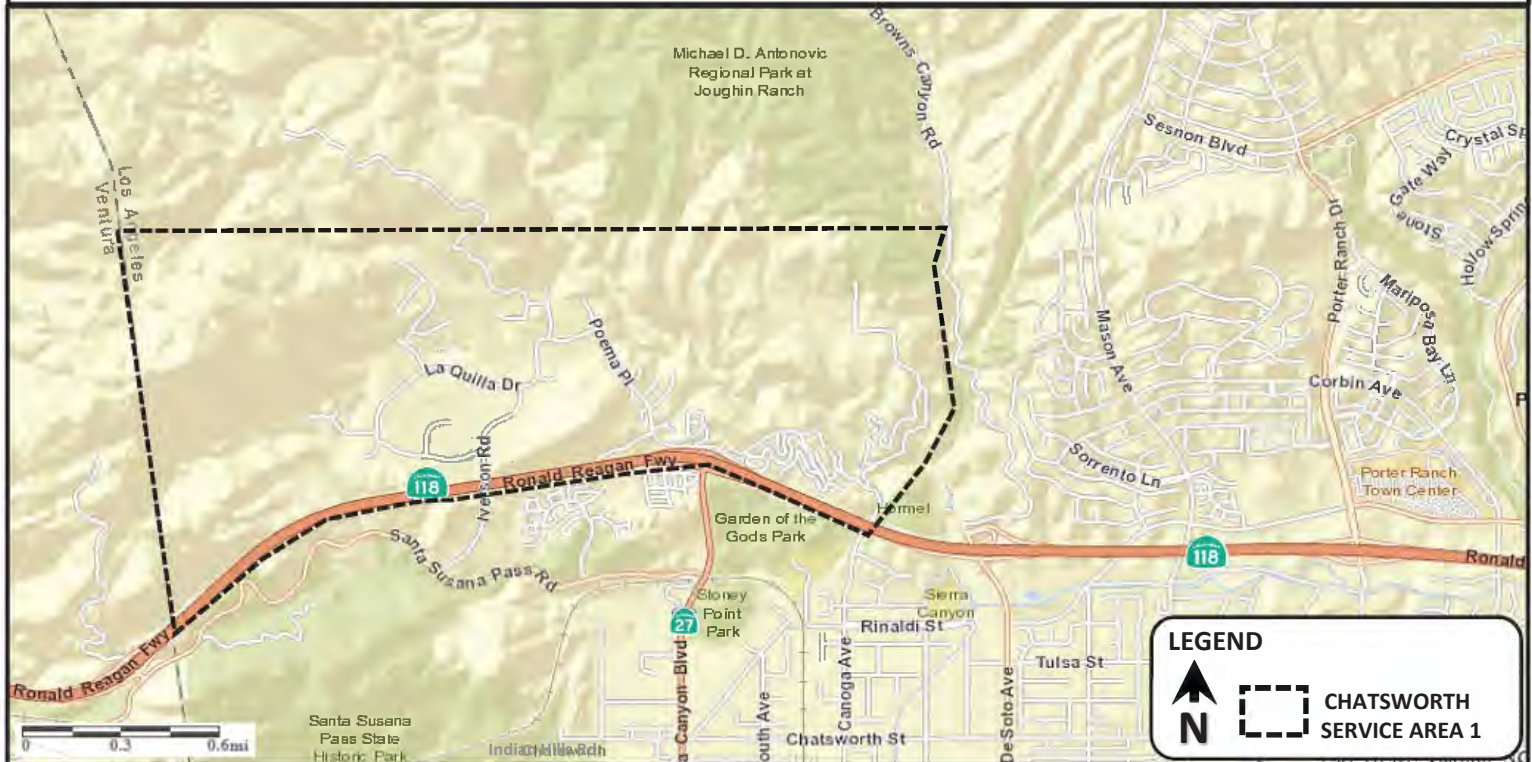
LEGEND



CARSON
 SERVICE AREA 1
 SERVICE AREA 2
 SERVICE AREA 3

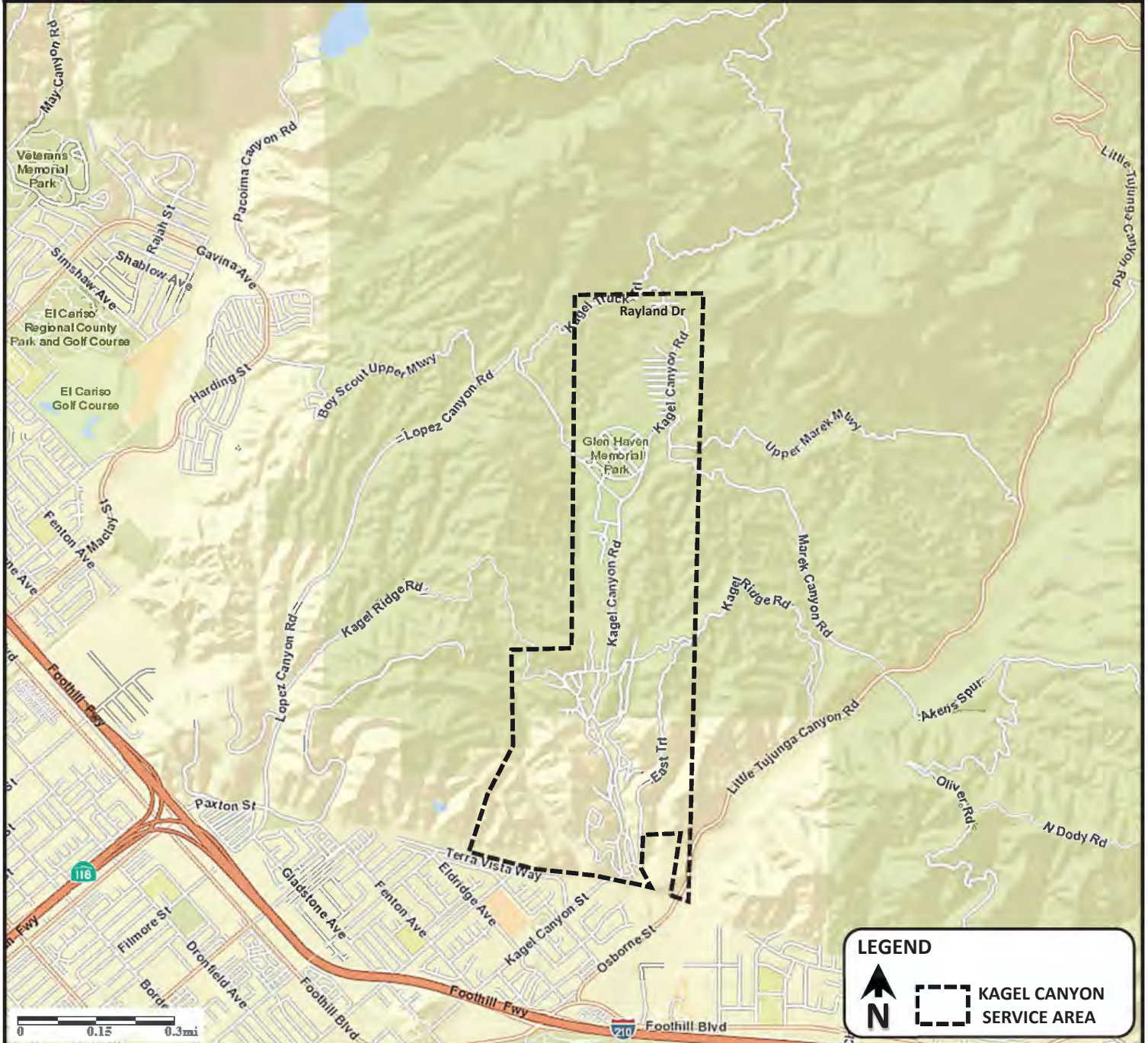
Carson Unincorporated Service Area consists of the following three (3) service areas:

1. General boundaries for Carson Unincorporated Service Area 1 are W. 190th Street to the north, the City of Los Angeles borders to the south and east, and Normandie Avenue to the west.
2. General boundaries for Carson Unincorporated Service Area 2 are W. 190th Street to the north, the City of Los Angeles borders to the south and west, and the Harbor Freeway (110 FWY) to the east.
3. General boundaries for Carson Unincorporated Service Area 3 are Del Amo Boulevard/City of Los Angeles border to the north, Lomita Boulevard to the south, the Harbor Freeway (110 FWY) to the east, and Normandie Avenue/City of Los Angeles border to the west.

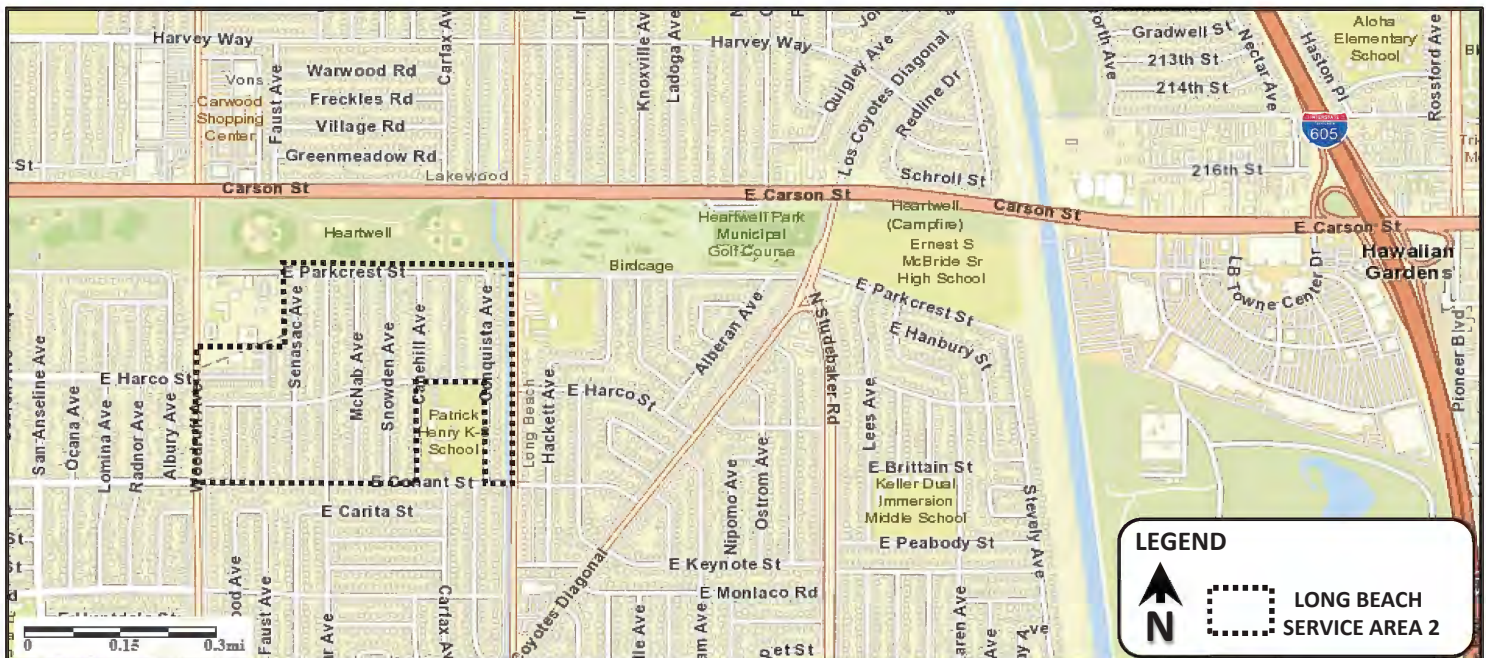
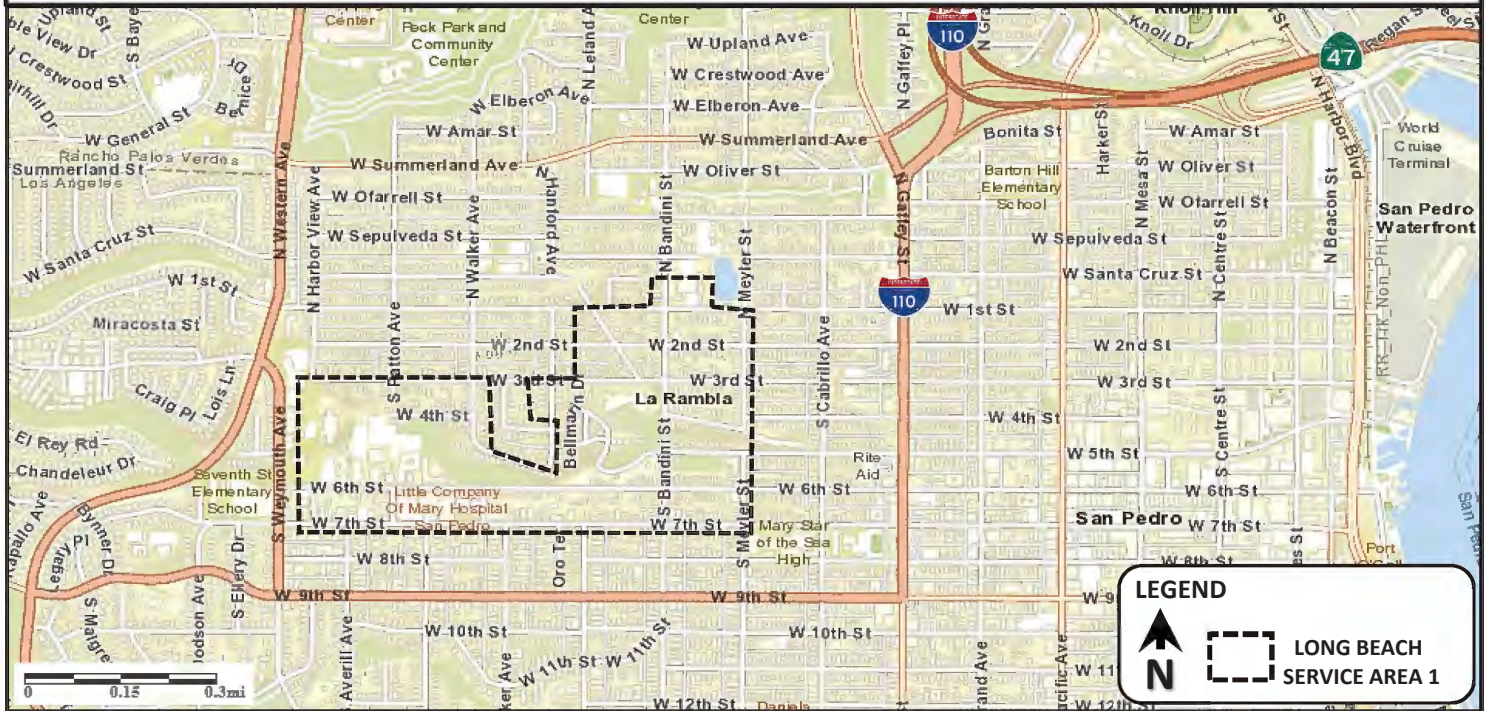


Chatsworth Unincorporated Service Area consists of the following two (2) service areas:

1. General boundaries for Chatsworth Unincorporated Service Area 1 are Community of Fern Ann Falls, and Indian Hills Road to the north, the Ronald Reagan Freeway (118 Fwy) to the south, the City of Los Angeles border to the east, and the Los Angeles/Ventura County border to the west.
2. General boundaries for Chatsworth Unincorporated Service Area 2 are the City of Los Angeles borders to the east and south, and the Los Angeles/Ventura County borders to the north and west.

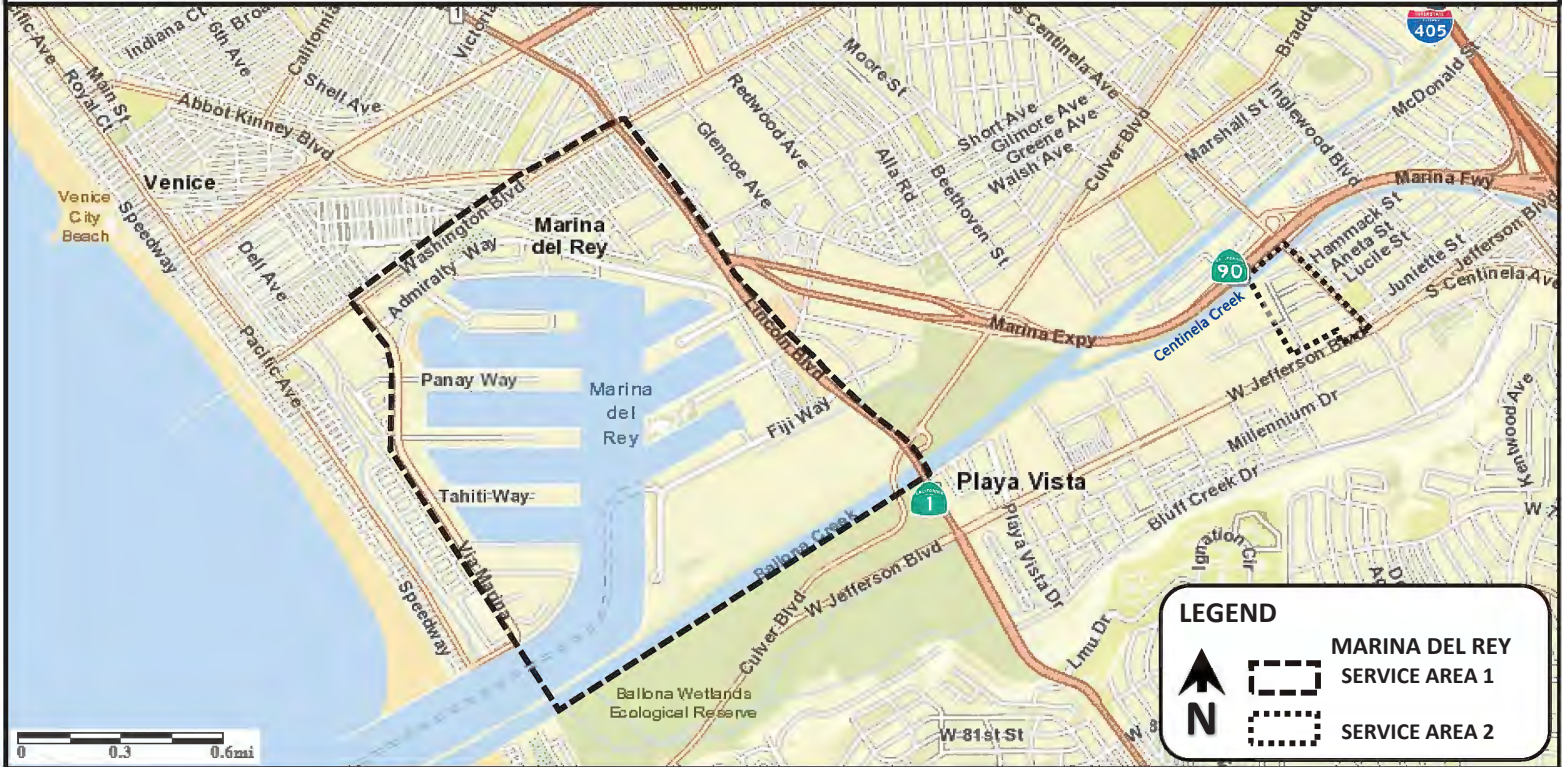


General boundaries for Kagel Canyon Unincorporated Service Area are the City of Los Angeles borders to the south and west and include all communities adjacent to Kagel Canyon Road terminating northerly at Rayland Drive.



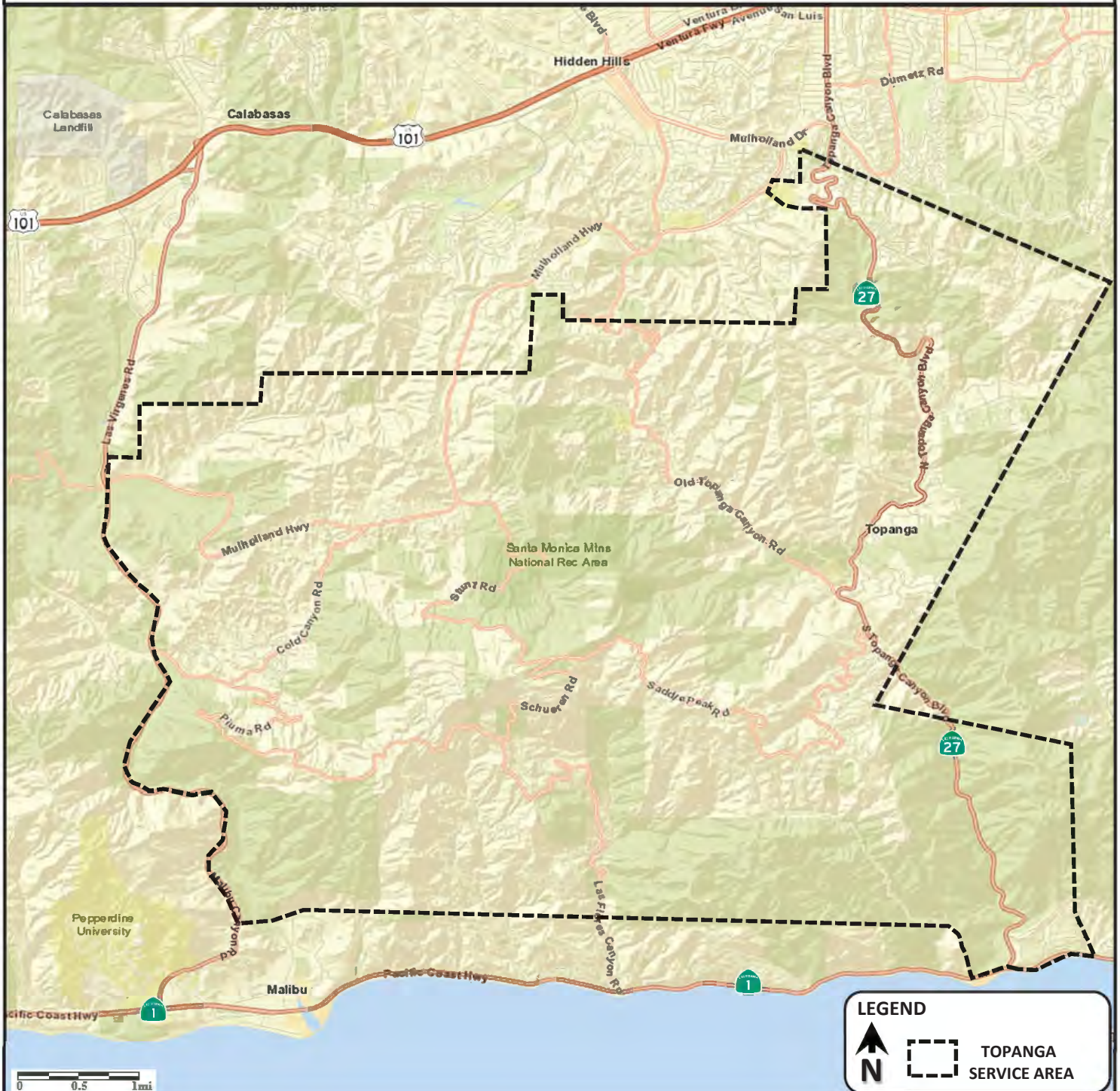
Long Beach Unincorporated Service Area consists of the following two (2) service areas:

1. General boundaries for Long Beach Unincorporated Service Area 1 are the City of Los Angeles borders to the north and west, W. 7th Street to the south, and Meyler Street to the east.
2. General boundaries for Long Beach Unincorporated Service Area 2 are E. Parkcrest Street to the north, and the City of Long Beach borders to the south, east, and west.



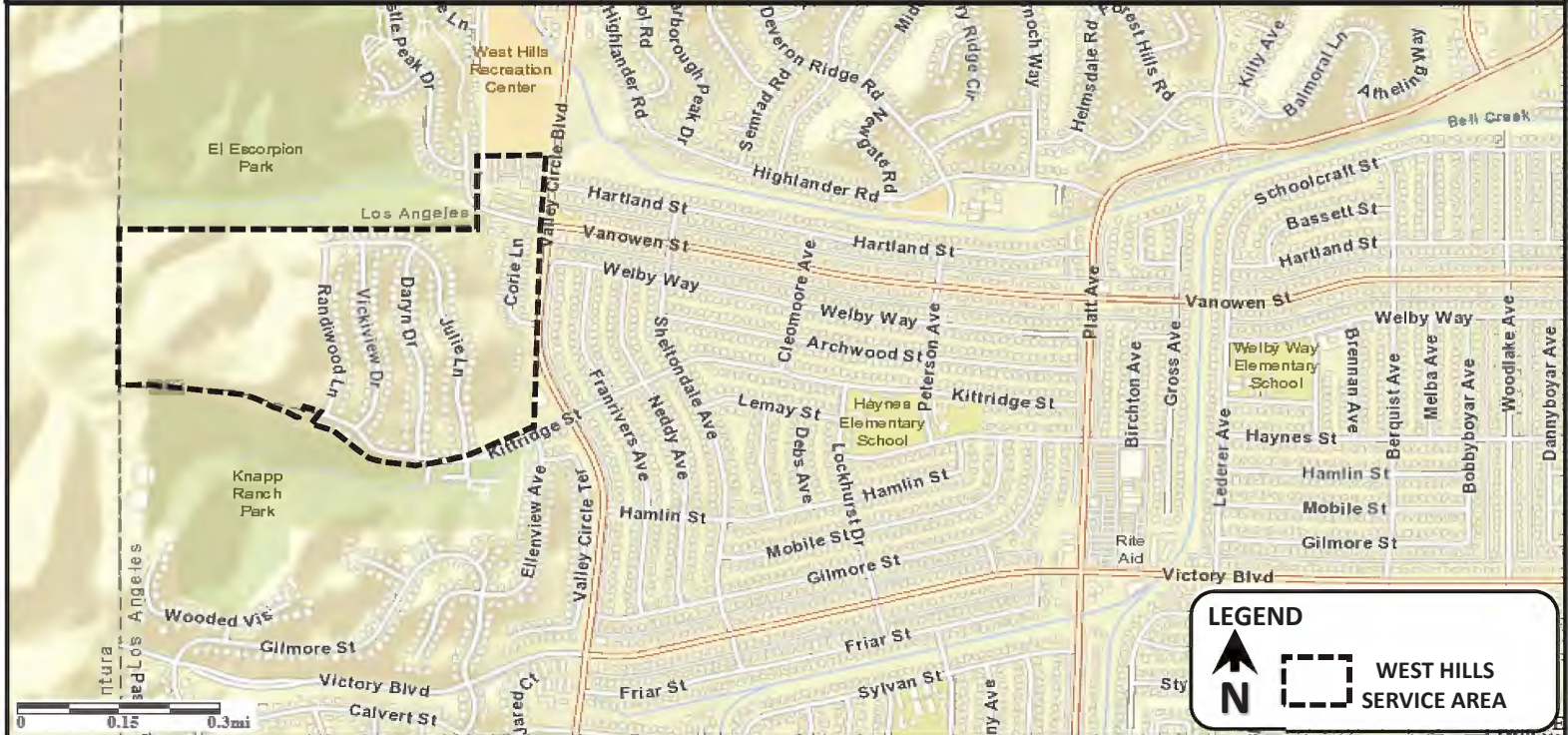
Marina Del Rey Unincorporated Service Area consists of the following two (2) service areas:

1. General boundaries for Marina Del Rey Unincorporated Service Area 1 are Washington Boulevard to the north, Bollona Creek Channel to the south, Lincoln Boulevard to the east, and Via Marina to the west.
2. General boundaries for Marina Del Rey Unincorporated Service Area 2 are Centinela Creek to the north, W. Jefferson Boulevard to the south, Centinela Avenue to the east, and Grosvenor Boulevard to the west.



General boundaries for Topanga Unincorporated Service Area are the the City of Calabasas border to the north, the City of Malibu and Los Angeles County borders to the south, the City of Los Angeles border to the east, and Malibu Canyon Road/Las Virgenes Road to the west.

WEST HILLS UNINCORPORATED SERVICE AREA



General boundaries for West Hills Unincorporated Service Area are the City of Los Angeles borders to the north, south, and east, and the Los Angeles/Ventura County border to the west.

CITYRIDE CONNECTOR SCHEDULES

PARK LABREA CONNECTOR

EFFECTIVE APRIL, 2019
A PARTIR DEL ABRIL, 2019

SEMI-FIXED ROUTE SCHEDULE

	LIBRARY A	BURNSIDE/ CURSON B	OGDEN/ ALANDALE C	FAIRFAX/ 3rd D	BEVERLY/ GENESEE E
TUESDAY AND THURSDAY					
FIRST BUS	10:00AM	10:03	10:08	10:12	10:15
THEN EVERY					
20 MINUTES UNTIL	:20 :40	:23 :43	:28 :48	:32 :52	:35 :55
LAST BUS	3:40PM	3:42	3:48	3:52	3:55

HOW TO READ YOUR CITYRIDE POCKET SCHEDULE

Locate a time point **A** on the map that is near where you want to board the bus. Find the same time point on the schedule under the direction you want to go. Listed below it are the times that the bus will be at that location.

- Cityride Park La Brea Connector
- DASH Fairfax
- - - Metro Rapid Bus Route
- ▲ Bus Stop
- Points of Interest
- A** Time Point



SEMI-FIXED ROUTE SCHEDULE

	North-bound TELACU VISTA A	North-bound MONTEREY PLAZA B	99¢ ONLY STORES Entrance C	South-bound VIA MARI-SOL D	South-bound COL-LINS & EDISON E	North-bound VIA MARI-SOL F
MONDAY-FRIDAY & HOLIDAYS						
FIRST BUS	9:00AM	9:02	9:08	9:13	9:15	9:20
THEN EVERY 30 MINUTES UNTIL	:30 :00	:32 :02	:38 :08	:43 :13	:45 :15	:50 :20
LAST BUS	1:30PM	1:32	1:38	1:43	1:45	1:50

HOW TO READ YOUR CITYRIDE POCKET SCHEDULE

Locate a time point **A** on the map that is near where you want to board the bus. Find the same time point on the schedule under the direction you want to go. Listed below it are the times that the bus will be at that location.



- Cityride Via Marisol Connector
- DASH Highland Park/Eagle Rock
- Metro Gold Line
- Bus Stop
- Points of Interest
- Time Point

EXHIBIT 8

RESERVATION, SCHEDULING, AND DISPATCH SYSTEM (RSDS) REQUIRED FUNCTIONALITIES

EXHIBIT 8 – RSDS REQUIRED FUNCTIONALITIES

The RSDS must include the following functionality:

- A. Capacity tracking - The software must be able to determine and provide real-time statistics as to the fleet capacity at any given time. This functionality will prevent overbooking of trips
- B. Capacity and Service Attributes - The software must have the capability to accommodate attributes upon request to capacity or certain service needs.
- C. GIS mapping – service area maps are based on GTFS (Google) GIS data. Any proposed software utilized by the Contractor must –
 - 1. Be able to import shapefile overlay maps that detail the service area by day of week and time of day.
 - 2. Be able to identify valid pick-up and drop-off addresses at the time of the initial trip booking based on the imported maps and be able to override the use of those determined invalid addresses.
 - 3. Be able to implement revised maps multiple times throughout the contract term.
 - 4. Any pre- or post-conversion or updating of any of the maps/data will be at the sole cost of the Contractor.
- D. Automatic Trip Dispatching - The software must be able to automatically dispatch trips to its fleet or sub-fleet; the software must be able to verify all aspects of the trip determination (i.e., trip received, vehicle arrival time at trip address, vehicle departure time from trip address, drop-off time, or ending of the trip; additionally, if the trip is a No Show, the software will process and report per LADOT reporting standards).
- E. GPS Integration - The software must be able to support and integrate real-time GPS mapping of all vehicles involved in services.
- F. The Contractor must provide to LADOT licensed software for remote access of the GPS system as well as view real-time On-Time Performance (OTP) data. LADOT will have viewing access to the following data:
 - 1. a map showing live locations of all fleet vehicles and their current individual status of the vehicles, which includes one of the following statuses: picking up a passenger, dropping off a passenger, returning to yard, on break. In addition, the vehicle mapping must include the number of passengers on board or other relevant categories as determines by LADOT and the Contractor.
 - 2. complete trip information, including information related to scheduled, ongoing, and completed trips
 - 3. reason for the trip, including medical, retail, food, recreational, or other categories as determined by LADOT and the Contractor
 - 4. on-time performance
 - 5. number of vehicles out-of-service
 - 6. fleet capacity

7. most frequent pick-up and drop-off locations for a specific time frame
- G. The Contractor will need to provide a GTFS-R data feed to LADOT based on the data refresh rate set by LADOT. This data feed is crucial to support LADOT's Vehicle Location function to be developed for both websites and mobile apps.
 1. On-vehicle failure of the GPS system will preclude the use of the vehicle in operations.
 2. GPS data will be retained and be accessible for a minimum of thirty (30) days.
- H. The software must be able to make callouts to riders prior to vehicle arrival.
 1. The software must have the ability to restrict callouts to predetermined distance-based proximity to the pick-up location.
 2. The software must be able to issue either a pre-recorded call-out message or text message based upon customer preference at the time of the trip booking.
- I. The software must be able to accept/process debit/credit card transactions for fare payments and conform to PCI-DSS requirements. The software must process all debit/credit transactions under the Transit Merchant code (4111).
- J. The software must be able to import and export trip data from third-party applications for routing and dispatch services.
- K. The software must be able to integrate with a third-party mobile application for Cityride participants. The mobile app will include but not be limited to features such as allowing Cityride participants to schedule rides, view upcoming rides, track active rides including the live vehicle location, scheduled stop, and any intermediate stops, communicate with Dispatch over the phone or through messaging, cancel upcoming rides, log a complaint, review account balance, add fare value, and register with the Cityride Paratransit Program. The Contractor will be responsible for the total cost of the integration.
- L. The software must be able to book next-day trip requests, insert same-day trip requests, and book either pick-up time-based requests or appointment time-based requests.
- M. The software must be able to book, route, and provide directions from manually entered geo-codes.
- N. The software must reflect evaluated location, evaluations provided by LADOT within 24 hours of notification.
- O. The software must provide alternate trip booking/cancellations/status interfaces up to and including:
 1. Interactive Voice Response (IVR) – allows a rider to use a Contractor-provided IVR to book, manage, and determine the status of a trip(s).
 2. Web-based interface - allows a rider to use a Contractor-provided web interface to book, manage, and determine the status of a trip(s) over the internet.

3. Mobile Application-based interface – allows a rider to use a Contractor-provided or third-party mobile application interface to book, manage, and determine the status of a trip(s) over the internet.
- P. All customer front-facing functions/software must be in compliance with WCAG 2.0 guidance.
 - Q. The web-based interface must have a “mobile” device app to book, manage, and determine the status of a trip(s) over the internet.
 - R. All alternate interfaces must use industry-compliant standards and protocols to ensure accurate and secure access.
 - S. All necessary attributes to book a trip must be available
 - T. Riders have the ability to receive trip notifications via phone calls, text, and email. Automated callouts should be transmitted via phone call, text, or email in accordance with the rider's wishes.
 - U. The software will need to route next-day trips based upon the Contractor's Operational Plan.
 - V. The routing and scheduling process will need to occur once the reservation lines are closed for the day (to route the entirety of the next day's trips) and be completed in a timely enough manner.
 - W. The Contractor will need to ensure that the routing software provided meets all aspects of the operational goals of the contract.
 - X. The Contractor will need to ensure that the routing software provides a statistical comparison of the efficiency of the generated routes on an hourly, daily, weekly, and monthly basis.
 - Y. The software must be able to accommodate the booking and routing of both pick-up reservations and appointment reservations.
 - Z. The Contractor will ensure that the hardware/software solution proposed is configured as a robust solution that will accommodate growth over the term of the contract as well as ensuring proper backup controls.

EXHIBIT 9

CITYRIDE TRIP SCHEDULING GUIDELINES

EXHIBIT 9 – CITYRIDE TRIP SCHEDULING GUIDELINES

TRIP SCHEDULING

Scheduled pick-up times should not be earlier than 6:30 a.m. PST and no later than 4:30 p.m. PST. The number of trips is based on the number of dedicated City-owned vehicles assigned to the Cityride designated transit maintenance facilities. Trip availability is limited to the number of daily/annual revenue vehicle service hours (first participant pick-up to last participant drop-off minus any driver lunch break and does not include any travel time to and from the transit maintenance facility or a fueling/charging station) to be operated by service area as described in Section 2.3 “Cityride Paratransit Program Span of Service.” The Contractor will not increase or decrease the number of service hours contained in this RFP without written approval by the City.

Reservationist schedules the trip (one-way or round trip) if the time slot is agreeable to the participant.

Medical Appointment Trips

Cityride Participants may schedule trips up to two days in advance for medical appointments. Reservationists are to ask those participants who schedule a one-way trip to their medical appointment if they also want to schedule the return trip from their medical appointment at the same time.

Non-Medical Trips

Cityride Participants may schedule non-medical trips one day in advance. Reservationists are to ask those participants who schedule a one-way trip to their non-medical appointment if they also want to schedule the return trip from their medical appointment at the same time.

Group Trips

Cityride participants may request a special group trip. A group trip is defined as a group of four or more passengers requesting transportation from one or more locations to one single location. Return trips must include all group members at a single location and with a designated pick-up time.

Group trips may be scheduled up to one week in advance and need City approval. The Contractor will inform the City of all new group trip requests. The City will review the request and then inform the Contractor whether the trip is approved or denied. If denied, the City will provide an explanation for the denial. It is the Contractor’s responsibility to communicate directly with the group.

Schedule Trip Time Change or Delay Notifications

The Contractor is required to inform participants of any trip time changes or delays by phone, text, or email.

Trip Denials

Cityride participants may request trip times that are already full for the day. The reservationist may suggest other time periods that are still available that are within no more than one hour before or after the requested time. However, if the participant is unable or unwilling to schedule a trip in the available time slots and refuses the trip, then a trip denial is created. There should be a sufficient amount of Paratransit Overflow Service providers to ensure there are no trip denials.

Paratransit Overflow Service Trips

The Contractor is responsible for the coordination of all paratransit overflow service trips with the Paratransit Overflow Service providers. Participant trips are limited to the ten (10) mile maximum trip

length when using the Paratransit Overflow service unless the participant is permitted an exception under "Trip Mileage Limit."

The Contractor will meet the goal of 10% or less of scheduled trips being canceled and not serviced by the Paratransit Overflow services. A penalty for excessive canceled trips may be imposed by the LADOT.

Stand-by Trips

Cityride participants may request to be added to the standby list for those trips that have trip times that are already full for the requested day of travel.

Cityride participants may request stand-by trips on the same day of service if no space is currently available. The service provider will inform the participant if space becomes available.

In addition, Cityride participants with a zero balance on their Cityride cards may request a cash payment stand-by trip.

Trip Cancellations

Participants are permitted to cancel scheduled trips up to two (2) hours prior to the scheduled pick-up time. If the Contractor is informed of a trip cancellation by a participant whose scheduled pick-up time is under two (2) hours from the time the cancellation notice was given, the Dispatcher will log the trip as a no-show.

Dispatchers will immediately inform the vehicle operator of the trip cancellation. When possible, the dispatcher will assign a new trip from the stand-by requests into the vacant time period created by the canceled trip.

Trip Mileage Limit

Cityride participants may request one-way trips up to ten (10) miles from the point of pick-up. Multiple bookings of trips to attempt to exceed the ten (10) mile limit are not allowed. Some exceptions exist to the ten (10) mile limit, as indicated below.

A. Mileage Exemption for Los Angeles County Unincorporated Areas

Because most of the participants living in the Los Angeles County Unincorporated areas are located on the outskirts of the City of Los Angeles, a special exemption allows participants living in Los Angeles County unincorporated areas to travel up to twenty (20) miles per one-way trip. These participants will still be charged the same fare as those participants traveling ten (10) miles one-way.

B. Other Mileage Exemptions

From time to time and on a case-by-case basis, the City may grant a participant or group of participants an exemption to the ten (10) mile one-way travel maximum. In these cases, the City will inform the Contractor of the name(s) of the participants granted an exemption, the amount of time the exemption is to be honored, and any restrictions to the exemption (if any). Once the Contractor is informed of the participant's exemption, the participant will be able to book a one-way trip(s) up to twenty (20) miles in accordance with the restrictions as indicated by the City's exemption notification.

AUTHORIZED USERS

The Cityride Program Coordinator is responsible for screening applicants based on required eligibility, determines who meets the registration requirement for Cityride membership, and tracks Cityride Card

fare value balances. If the applicant meets all the requirements and provides the necessary documentation, the Cityride Program Coordinator enters the individual's information into the City's computerized database. Once applicants become Cityride members, they are issued their own personalized Cityride Card and eligible to order Cityride fare values to be loaded onto their accounts each quarter.

The Cityride Program Coordinator performs nightly transfers of data (containing the list of current and new Cityride participant's updated information) to the Cityride DAR operators via a secured internet site. The database has information on Participants, which the Cityride DAR operator uses to schedule trips.

Only the eligible passenger or the authorized caregiver can schedule a Cityride DAR trip. If another party other than the passenger or the authorized caregiver wants to make a trip reservation on behalf of the rider, the Cityride agent may ask the name and relationship of the person scheduling the trip on behalf of the passenger.

If a Cityride participant requests a trip and is not located within the database, the reservationist will ask for the participant's home address. If the address is located within the Cityride DAR service area, the reservationist will inform the participant that the participant needs to call the Cityride Program Coordinator at (213, 323, 310, or 818) 808-7433 (808-RIDE) or (800) 559-1950 for the TDD number provided for those participants that are hearing-impaired.

Caregiver/Attendant Policy

Cityride participants can travel with one caregiver/attendant to assist them. Caregivers/Attendants ride for free. Reservationists are to ask if the participants are traveling with a caregiver or attendant at the time of trip scheduling. If the participant is traveling with a caregiver/attendant, the reservationist is to indicate it in the scheduling software.

EXHIBIT 10

SUSPENSION POLICIES FOR CITYRIDE DAR SERVICE

EXHIBIT 10 – SUSPENSION POLICY FOR CITYRIDE DAR SERVICES

CITYRIDE DAR SUSPENSION POLICY

From time to time, the City may have to suspend or expel a Cityride participant from the Cityride Paratransit Program. Once a Cityride participant is expelled from the Cityride Paratransit Program, the Cityride Program Coordinator will remove them from the database, and that evening, the participant's name is removed from the database during the nightly data transfers.

Suspensions due to Cityride Program Policy Violations

The Contractor is to be familiar with and enforce the Cityride no-show policy: If a participant accrues three (3) no-shows within a thirty (30) day period, they are advised that if they get one more no-show during the next thirty (30) day period, they will be suspended from the Cityride DAR service for a minimum of thirty (30) days, and can be suspended sixty (60) or even ninety (90) days depending upon the number of occurrences of past suspensions.

For those participants who receive a suspension and then accrue three (3) no-shows within a thirty (30) day period following the suspension, the Contractor will contact the City for instructions regarding the length (sixty (60) days or ninety (90) days) of the next suspension period prior to sending the participant written notice of violation of the no-show policy and possible suspension.

Violation of the Rider Code of Conduct

In the interest of promoting a safe and pleasant journey for all Cityride participants, the City has established a Rider Code of Conduct. Any rider violating the Rider Code of Conduct will be prohibited from using Cityride DAR services. A deliberate violation of the Rider Code of Conduct, as determined by the City, is cause for suspension from Cityride Services and, under certain circumstances, expulsion, and possible criminal prosecution.

The Contractor will immediately report participant conduct that violates the Rider Code of Conduct to the City. The City will determine, through interviews, the disposition of the participant. If the Participant is deemed to have violated the Rider Code of Conduct and the City suspends or excludes the participant from using the Cityride services, the City will inform the service provider of the suspension or exclusion.

Rider Code of Conduct

- No passenger shall interfere with the safe operation of Cityride Service.
- Riders will always comply with the instruction of the driver regarding the Cityride vehicle's operation and matters of safety.
- Riders will remain seated while the Cityride vehicle is in motion.
- Tipping is not allowed to any Vehicle Operator or Cityride Staff (tipping is accepted on taxicab service).
- Fares must be exact, as the vehicle operators cannot make change. Refusing to pay the proper fare is unlawful and can result in fines and/or rejection from the Cityride vehicle.
- All payments for trips must be made before departure.
- Smoking, drinking, or eating on the Cityride vehicle is prohibited. Possession or consumption of illegal drugs is prohibited.

- Possession of any article defined as a weapon, including firearms, knives, and sharp objects, is prohibited on the Cityride vehicle.
- Passengers must respect their fellow passengers. Using vulgar and obscene language, harassing other passengers, shouting, and making abusive threats or actions towards the drivers, passengers, or other Cityride staff is prohibited.
- Riders must maintain good personal hygiene not to offend other riders. An individual whose bodily hygiene is so offensive as to create a nuisance to other riders may be denied passage.
- Riders must wear appropriate clothing (shirt, pants, shorts, dress, and shoes) while riding.
- Riders will limit the number of personal grocery-sized bags to three (3) per passenger.
- Large, bulky, or heavy items such as five-gallon water bottles or laundry bags, etc., are prohibited.
- Bags of items for recycling or refuse are prohibited.
- Pets and livestock are not allowed on the Cityride vehicle. Service animals may accompany riders with disabilities. Riders are responsible for their service animals.
- When using smartphones, tablets, loudspeakers, or other sound equipment devices, an earpiece or headphone/headset must be kept at levels that are not heard by other riders or the driver.
- Strollers, walkers, and shopping carts are not allowed on the Cityride vehicle unless they can be folded to size or stored in such a manner that they do not block the aisles or doorways.

The City may add additional Cityride policies and restrictions during times of declared or non-declared emergencies or in response to public health concerns, such as pandemics, outbreaks, or disease transmission prevention recommendations/warnings.

EXHIBIT 11

TRANSIT YARD ACCESS MANAGEMENT STANDARDS

EXHIBIT 11 – TRANSIT YARD ACCESS MANAGEMENT STANDARDS

Vehicle Access Guidelines

Vehicle access controls can most appropriately be applied at those transit facilities that are not typically open to the public (such as administrative offices, maintenance facilities, and operation control centers) to deter unauthorized or illegal access. Where required, access to non-public parking should be limited to transit agency vehicles, personnel, contractors, and authorized visitors. Vehicle access restrictions can be accomplished using a trained guard force, parking lot barriers such as barrier arms, or at a minimum, designation, and identification of authorized parking spaces.

Requirements for identification of facility employees, contractors, and visitors include:

- All entrance gates at each of the Contractor's maintenance/vehicle storage yards shall have a security guard posted at its entrance to stop each vehicle and establish the identification or authenticity of people entering the yard. Each gate should also have a lockable fence to secure the facility. This will allow the gates to be locked after the Contracted staff exit the facility for the evening. The Contractor guard requirements, responsibilities, and qualifications criteria should be established and considered in the decision to employ a contracted security guard force. All security personnel must meet the Security Guard Standards of California and be licensed by the State of California Department of Consumer Affairs (DCA).
- Guards should check vehicle drivers and passengers for proper identification and check the vehicle for suspected bombs and suspicious packages. Identification must be presented to security personnel upon request. Persons arriving by motorcycle should be required to remove helmets to assist in identification. Guards should admit only authorized vehicles. Guards should detain visitors whose arrival is not expected at the entrance until cleared by authorized personnel.
- All persons entering and/or leaving non-public/secure facilities/areas within the transit system should possess and show a valid identification card or document (as described below) to gain access. Valid identification cards or documents must be tamper-resistant and, at a minimum, include the holder's name and a recent photograph of the holder. Any of the following may constitute a valid form of identification:
 - Employer-issued employee identification cards
 - An identification card issued by a government agency
 - State-issued drivers' license (note that some states do not require photos)
 - Labor organization identity card
 - Passports

Security personnel or competent authority should verify the identification documents and applicable licenses or credentials to ensure they match the person presenting them.

If an individual seeking access to the facility does not have an identification card that meets the requirements, only prescribed alternative means of identification should be accepted.

The transit maintenance facility should have a process to account for all persons within the facility at any given time. Visitor identification should always be displayed and should be visually distinct from employee identification (orange, bright yellow, or bright blue are used by some agencies). Visitor ID should include an expiration date. The Contractor shall limit the visitor-accessible locations in buildings away from sensitive or critical areas, areas where high-risk or mission-critical personnel are located, or other areas with large population densities of personnel.

The Contractor is responsible for all costs associated with the production, distribution, control, and replacement of employee identification badges/cards. The type of identification cards/badges is determined by the Contractor.

As the threat level dictates, the facility should develop a verification process to ensure that all persons requiring access to the transit maintenance facility have valid business at the facility. Vendors, contractors, truck drivers, and visitors should be scheduled in advance to the maximum extent possible. If their arrival is not prearranged, the entry should be prohibited until their need to enter is verified and vehicle inspected.

A record should be kept of non-transit agency vehicles permitted access to transit yard secure premises. Security personnel should randomly verify the identity and identification of persons encountered during roving patrols.

Pick-up and Deliveries

All personnel who may receive or make shipments should be aware of the procedures employed by the transit maintenance facility to ensure the security of the loading dock area and all shipping and receiving procedures. Package inspection/screening requirements should also be reviewed. Security procedures for pick-ups and deliveries can include:

- Delivery orders should be verified prior to being allowed access to restricted areas. Shipping documents for deliveries should be checked for accuracy, and items being delivered should be adequately described on documentation, including piece count, if applicable.
- Pick-up and delivery appointments should be from known vendors only.
- Deliveries should be accepted only in designated areas.
- All packages entering or leaving the facility should be subject to search by security personnel.
- Signs should be posted at each access point to advise of these requirements.
- Facilities with a loading dock should have procedures in place to ensure that deliveries are supervised and not left unattended.
- Facilities employing a security guard should have a guard notify facility management that a vehicle is en route to the loading dock.
- Where required, entry into the facility loading dock should be controlled and observed by CCTV.

Vehicle Parking Control

The Contractor may have to control access points with barriers and/or personnel in increased threat environments or if the threat increases in the future.

The Contractor will follow these vehicle-control and parking guidelines for vehicle inspection, facility parking/traffic control, adjacent parking, parking registration/vehicle ID, unauthorized vehicles, vehicle access points, high-speed vehicle approaches, drive-up/drop-off locations, and electronic vehicle access control.

Facility Parking/Traffic Control:

- Visitor parking should be clearly marked and should be as close as possible to the visitor reception area of the facility.
- Parking should not be permitted close to or against perimeter barriers.
- Handicapped parking may be allowed within the established buffer zone after the staff responsible for parking control to identify the vehicle and operator.
- Whenever possible, the Contractor shall locate parking areas for all transit and staff vehicles inside the perimeter of protected areas.
- Where possible, parking areas for general vehicles should be located outside a facility's buffer zone. Parking should not be allowed within 100 feet (30.5 meters) of the building exterior, when possible.
- Parking areas may be fenced and should be well lighted in accordance with the existing luminance specification.
- Parking within the facility should be restricted only to those areas indicated in a facility's physical security plan.
- Parking lot activity should be monitored either visually or by CCTV.
- Parking regulations should be strictly enforced.
- Emergency communication speakers should be installed in the parking area in order to broadcast emergency procedures and/or instructions. Vehicle entry and exit routes should be clearly marked.
- A facility should have formal procedures for controlling vehicle access and parking.
- Emergency communication speakers should be installed in the parking area in order to broadcast emergency procedures and/or instructions. Vehicle entry and exit routes should be clearly marked.

Drive-up/Drop-off Locations:

- Where possible, locate drive-up/drop-off points away from large unprotected glazed areas of buildings to minimize the potential for hazardous flying glass fragments in the event of an explosion.

Key Control Official:

- A key control official should be appointed in writing for every transit maintenance facility having control over its locking system. This official is responsible for the supply of locks and their storage, the handling of keys, records management, investigation of lost keys, ensuring hand receipts are signed for all keys issued and turned in, and the overall supervision of the key program at the facility.

Security Personnel:

The Contractor should develop an employee pre-employment screening processes mirroring the City's criteria for bus drivers or comply with industry practices, either must comply with standards set by the Federal Transit Administration (FTA), Federal Bureau of Investigation (FBI), and the United States Department of Homeland Security (DHS).

The Contractor may adopting a policy of periodic, ongoing employee screening. For instance, all security personnel must meet the "Security Guard Standards" and be licensed by the State of California Department of Consumer Affairs (DCA), and all frontline employees should be required to have an FBI/National Watch list background check.

- Designated personnel should conduct roving safety and security patrols in facility areas with limited or irregular staff presence.
- Security patrols should, at a minimum, cover restricted areas: main power supply, switchgear, lighting controls, perimeter access points, vehicle parking areas, communications, operations control centers, and waterside access areas.
- Designated personnel must be able to respond immediately to a security alert signal in accordance with procedures as established by the City.
- Records of unusual occurrences encountered during security patrols should be maintained in a log. Such records should be maintained and must be available for inspection.

Fence Standards

The Contractor is responsible for the maintenance of the perimeter fences as well as the interior fencing.

The fence requirements include:

- Perimeter fences and other barriers should be located and constructed to prevent the introduction of persons, dangerous substances, or devices and should be of sufficient height (minimum of eight (8) feet or as restricted by local zoning) and durability to deter unauthorized passage.
- Areas adjacent to fences and barriers should be cleared of vegetation, objects, and debris that could be used to breach them or hide intruders.

- Boxes or other materials should not be allowed to be stored/stacked against or in close proximity to perimeter barriers
- The fence line needs to be inspected regularly for integrity, and any damage needs to be repaired promptly.
- Fences should be constructed so that an unobstructed area or “clear zone” is maintained on both sides of the barrier to make it more difficult for a potential intruder to be concealed from observation.

The Contractor is required to remove all graffiti from the fences as soon as it is found or as soon as it is practical. If the graffiti is offensive or vulgar, the Contractor must remove it immediately. The Contractor must follow any special cleaning requirements associated with the painted surface. All graffiti shall be photographed prior to removal, and these photos shall be turned over to the City Project Manager.

Security Lighting

The Contractor-owned/Contractor-leased transit maintenance facility must have all access points, the perimeter, restricted areas, and designated parking areas illuminated from sunset to sunrise or during periods of low visibility. In some circumstances, lighting may not be required, but these circumstances must be addressed in the facility security plan. The plan must show that the absence of lighting will not adversely impact risk and should include the alternative measures being used.

EXHIBIT 12

REQUIRED REPORTING AND REPORTING SCHEDULE

EXHIBIT 12 – REQUIRED REPORTING AND REPORTING SCHEDULE

The City requires that the Contractor provide an extensive amount of data reporting, which will serve as a database to monitor and evaluate the productivity of the service and the performance of the Contractor. The City's Management Information System (MIS) depends largely on Contractor self-reporting and enables the Contractor to evaluate its performance better. Currently, the City uses Transtrack Management System, a web-based management information system. The success of the City's Contractor Performance Evaluation Program is dependent upon the timely and accurate reporting of essential operating and maintenance information by the Contractor. The Contractor, in accordance with the reporting schedule, will prepare all required reports and submit them according to the reporting method as indicated unless otherwise instructed by the City.

REQUIRED REPORTING

Section 1 MIS Administration Reporting

The City reserves the right to require electronic reports to be entered into the City's MIS system during the term of the contract. City also reserves the right to modify the Contractor's Reports as it deems necessary.

The City also reserves the right to change, upgrade, replace, or add another MIS system during the term of the contract. If the City changes, upgrades, or replaces the current MIS system, the City will provide the necessary training to the Contractor's staff. The City will inform the Contractor of any changes that affect the reporting requirements or data uploading requirements as they relate to the Cityride Paratransit Program Contractor reporting responsibilities.

A. Agency Personnel Reporting

The Agency Personnel Report contains Contractor employee information job classifications. The Contractor will input and maintain this report. All Contractor employees assigned to this project shall be listed in this report.

At a minimum, the Contractor must enter the following information for each employee: job title, employee ID number, Seniority number, first name, middle initial, last name, start date, end date, in-service date, project assignment (contract number, division, program), and employee status (full-time, no longer employed).

B. Employee Certifications Report

The Employee Certifications Report is used for mechanic training and ASE certifications. This report includes the following information: employee name, certification type, certification number, certification issue date, and certification expiration date.

The Contractor is responsible for maintaining and updating information in this report. This report must be submitted on a semi-annual basis, due by the 10th of January and July, electronically by email to the LADOT Project Manager and Equipment Specialist.

C. Employee Work Hours Report

The Contractor is responsible for inputting the monthly total of hours worked by the functional area. The Employee Work Hours Report captures this information. This report contains the following information: Fiscal year, contract number, month, program, division, mode/service type, functional area, and total work hours.

D. Monthly Employee Status Report

The Monthly Employee Status Report includes the following information: Fiscal Year, month, contract number, total employees at the start of the month, number of terminations, number of new hires, and a comment section. The Contractor must complete this report by the 15th of the following month.

E. Contact Information

The Contractor is to update contact information in the MIS PT Contact section so that City Personnel can easily reach the Contractor's Data Manager. The Contractor is to update this information as needed through the contract term to ensure the contact information is current.

F. Message Board Review

The Contractor Management Staff will view the MIS Message Board once a week for important MIS system updates, new MIS procedures, and MIS reminders.

Section 2 MIS Operating Reporting

When entering data into the MIS system, the Cityride Paratransit Program Contractor is to indicate type using the route numbers as follows:

Cityride DAR
Van

Cityride Park La Brea Connector
PK LA BREA

Cityride Via Marisol Connector
VIA MAR

Paratransit Overflow Services
Overflow

A. Daily Activity Sheet

Information on operational incidents and other events are reported daily by the Contractor in the Daily Activity Sheet. The data input into the Daily Activity Sheet feeds directly into several key reports (Service Monitoring, Safety Reporting, NTD Reporting, and the Daily Road Call Sheet).

The Daily Activity Sheet includes the following information: date, time, vehicle number, route number; driver name; incident type; incident reason; out of service location/comment; if the vehicle was replaced, indicate if dispatch or maintenance staff requested the replacement vehicle; problem (this is to be entered by Maintenance Staff which will identify the mechanical problem causing the service interruption); replacement vehicle number; time out of service; time in service (the time the vehicle was placed back into service); location point in service; service impact - number missed trips, number pick-ups missed; change in hours (revenue or deadhead); and change in miles (revenue or deadhead).

Data entered in this report is to be written clearly and accurately. Contractor staff is not to use terms such as “adverse vehicle” or “vehicle 1” and are directed to use vehicle make/make/type for identification (Ford, pick-up, hummer, etc.). If two vehicles of the same make and manufacturer are involved in the same incident, identify the vehicle using color, license plate numbers, or other identifiable features.

Contractor personnel is to list the street the bus was traveling on, followed by the intersecting street if the incident/service interruption occurs at an intersection. If an incident/service interruption occurs mid-block, Contractor staff are instructed to list the street the bus was traveling on, followed by “between,” then list the nearest two cross streets. For all other locations, the Contractor staff is to be as specific as possible when identifying the incident/service interruption location. The incident/service interruption location is to be entered in the Location Point In-Service column, and a less detailed location can be used in the Out of Service Location/Comment column, which is intended for the detailed description of the incident/service interruption.

The Contractor is required to ensure dispatchers have access to this sheet during service operations and are logging all incidents and events that interrupt regular services.

B. Daily Safety and Security Events Report

The Daily Safety and Security Events Report is a mandatory follow-up report generated from data input into the Daily Activity Sheet and is completed by the Contractor’s Safety/Training Manager. The Contractor’s Safety/Training Manager is responsible for completing the report by ensuring that all information is correct and updated, which includes, but is not limited to: uploading the incident/accident report, police report, or other documents related to the incident/accident; was the vehicle operator drug tested, disciplined, received additional training; and severity of damage to property and persons.

If the Contractor needs assistance completing this report, the Contractor may contact the assigned City Project Manager, who can arrange for the City’s NTD Safety and Security Manager to assist by providing guidance.

C. Daily Information Tracking Report

The Daily Information Tracking Sheet is used to track a variety of Cityride Paratransit Program items, including the number of Braille Institute Passenger and North Los Angeles County Regional Center trips; fare violations; the number of wheelchair boardings; vehicle washing; labor hours for CNG fueling; and Driver Vehicle Inspection Report (DVI) Pre-trip and Post-trip findings. This sheet includes the following information: date, time, vehicle number, route number, run number (not used in Cityride DAR), driver name, information type, quantity, location (used to identify the location on the vehicle when entering DVI pre- or post-trips), and comments.

The Contractor will identify the participant by name in the comments column when reporting fare violations.

D. Daily On-Time Performance Monitoring Report

The Daily On-Time Performance Monitoring Report is used to summarize the daily number of early, on-time, and late trips. This report includes the following information: Pick-up Address

(must be entered for missed and late Cityride DAR trips only, do not enter for semi-fixed routes); date; route number; Run number, Vehicle number (must be entered for missed and late Cityride DAR trips only, also excludes semi-fixed routes); scheduled time; actual time; Result (early, on-time, or late trip); and quantity (number of trips).

When reporting early or on-time trips, the Contractor is not required to indicate this information for each vehicle but instead indicate the daily totals by route number in the quantity column.

E. Contractor Response to Service Monitoring

The Contractor is given an opportunity to respond to incidents and performance penalties using this report by entering comments in the Contractor Response to Service Monitoring Report.

F. Daily Passenger Sheet

The Daily Passenger Sheet is the primary source of ridership data. This report includes the following information: date, route number, run number (not used for Cityride DAR), clients (total participants transported), PCAs (total participant care attendants transported), no-shows (total number of no-shows), and cancellations (total number of cancellations). The Contractor is responsible for daily entering the prior day's operational data.

G. Daily Trip Denials Report

The Contractor must complete the Daily Trip Denials Report for the previous day of operation on the following business day. This report includes the following information: date, route number, trips refused by the customer, standby trips denied, and standby trips accommodated.

H. Daily Hours and Miles Report

The Daily Hours and Miles Report is currently uploaded directly from the routing and scheduling system used by the current contractor. The report includes the following information: date, route number, run number, number of trips, hours (revenue and deadhead), and miles (revenue and deadhead).

The Contractor is responsible for the data inputting regardless of whether the input is automatic or manual.

I. Daily Revenue by Route Report

The Daily Revenue by Route Report is completed when the Contractor completes the Daily Revenue Room Sheet by Route. The Daily Revenue Room Sheet by Route contains the following information: route number, revenue collection date, deposit date, fare types, and a comment section.

The Contractor must complete the Daily Revenue by Route Report by close of the following business day.

J. Daily Passenger Mile Survey Sheet

The Daily Passenger Mile Survey Sheet is the primary source of passenger-mile data used by the City to evaluate the Cityride DAR services. This report, based on the daily information provided

by each Cityride DAR service area, includes the following information: date, route number, total passengers boarded, and the total passenger miles. The Contractor is responsible for the daily entering of the prior day's operational data.

K. Customer Complaint Records

The Customer Complaint Report is used to collect customer feedback such as complaints, commendations, suggestions, and other issues related to the overall service provided to Cityride participants. The Contractor will be responsible for reviewing, investigating, and closing out the feedback within three (3) business days. Failure to respond to feedback within three (3) business days will result in a penalty of \$200 per incident.

The Contractor is expected to reach out to the customer with a resolution and an explanation of what will be done to correct any issues regarding service. The investigation, responses, and communication with the customer are required to be documented in the report within three (3) business days of the date the feedback was received. During this time, the Contractor is expected to address the complaint and launch an investigation. The driver related to the incident should be interviewed to compare his/her statement with the Cityride participant's statement. If a complaint needs to be reviewed by another department (i.e., Safety or Maintenance), then their comments should be included in the investigation.

The Cityride participant who filed the complaint should be given a courtesy call-back and/or email to discuss the issue further and to keep updated on the status of the investigation. Lastly, a determination must be made on the course of action to be taken with the driver. A reason must be provided if no action is deemed necessary. The response in the report must be thorough and complete to be deemed responded to and closed by the assigned project manager.

Complaints are categorized as either valid or invalid. A valid complaint is seen as something that could have been avoided (i.e., Rude drivers, continuous late arrivals, failure to accommodate ADA passengers, etc.). An invalid complaint is seen as something that has no merit or is out of the control of the Contractor (i.e., traffic, inclement weather, a false complaint, etc.). Evidence must be provided in order to disprove complaints. Ultimately, the assigned City Project Manager will make the determination as to whether a complaint is valid or invalid.

Section 3 MIS Fleet Maintenance Reporting

A. Daily Hold List Sheet

The Daily Hold List Sheet contains all the revenue vehicles placed on hold from service and the reason the vehicle was placed on the hold list. The hold list sheet contains the following information: vehicle number, the date the vehicle was placed on hold, the reason for hold, who will be working on the vehicle or requested the hold, the scheduled release date, the actual release date, who released the vehicle back into service, the time the vehicle was released, and a comment section.

The Contractor will complete a hold list sheet for every revenue vehicle held out of service daily. The Contractor is responsible for inactivating the records for all vehicles placed back into service.

B. Daily Road Call Sheet

The Daily Road Call Sheet pulls data from the Daily Activity Sheet based on the incident reason types. Incident reason types that typically require mechanical repairs or assessments are listed in the Daily Road Call Sheet so that the Maintenance Manager can provide a more technical response as to the cause or result of an incident and the corrective action(s) performed by the assigned Mechanic. This report includes the following information: maintenance assessment of vehicle problem, road call status, the name of the mechanic assigned to the incident, any actions taken in response to the incident, NTD status, and the incident type reason and a location/comments that were entered in the Daily Activity Sheet that generated the road call.

NTD System Failure Definitions are as follows:

Revenue Vehicle System Failures

Reportable revenue vehicle system failures are mechanical problems that occur when: 1) a vehicle does not complete its scheduled revenue trips, or 2) a vehicle does not start its next scheduled revenue trip. The failures may occur in revenue service or during deadheading. The Contractor must count each system failure as it occurs, even if the Contractor immediately substitutes another vehicle and no revenue service is lost.

Major Mechanical System Failures

Major mechanical system failures prevent a vehicle from completing or starting a scheduled revenue trip because the actual movement is limited or because of safety concerns. Examples of major bus failures include breakdowns of brakes, doors, engine cooling systems, steering, axles, or suspension.

Other Mechanical System Failures

Other mechanical system failures prevent a vehicle from completing or starting a scheduled revenue trip even though the vehicle is physically able to continue in revenue service without creating a safety concern. Common examples include breakdowns of fare boxes, wheelchair lifts, heating, ventilation, and air conditioning (HVAC) systems.

For more details and reporting requirement updates, visit the FTA website at <http://www.transit.dot.gov>.

The Contractor's Maintenance Manager will ensure that the Daily Road Call Sheet is completed upon return of the assigned mechanic or by the following business day.

C. Daily Miles and Fueling/Charging Report

The Daily Miles and Fueling/Charging Report captures fuel usage and costs and allows the City to calculate the fuel efficiency of the various vehicle types. The Contractor is responsible for inputting the following information for each vehicle when it is fueled: vehicle number, date of fueling/charging (this report automatically defaults to the current date, so if entering information for a previous day, the date must be corrected), units of fuel, fuel cost, and any tax exemptions and discounts applied.

D. Vehicle Inspection Reports

The City requires the Contractor to enter a Vehicle Inspection Report every time a City-owned vehicle is inspected or if a leased vehicle is used in revenue service. The Contractor must enter the following information in every Vehicle Inspection Report: vehicle number, inspection type,

inspection date, vehicle miles at the time of inspection, work order number, labor hours, labor cost, parts cost, and any other costs. The Contractor may also enter a comment. The Contractor is also required to upload a copy of the signed inspection report to each vehicle inspection report.

E. Daily Vehicle Work Order Inspection and Cost Report

The Contractor is required to complete a Daily Vehicle Work Order Inspection and Cost Report for all work orders related to the Contractor's preventive maintenance program and any work orders for unscheduled maintenance performed on a City-owned vehicle or any leased vehicle used in revenue service. This report is used to further define the type of work done on the vehicle.

The Contractor will ensure that the Daily Vehicle Work Order Inspection and Cost Reports are entered into the MIS system within two (2) business days of the date the work order was opened. The Contractor is responsible for ensuring the report is completed and the work order is closed prior to entering the work order closed date in the Daily Vehicle Work Order Inspection and Cost Report.

This report includes the following information: vehicle number, vehicle miles, work order number, date work order opened, date work order closed, basis for the work order, category of work performed, inspection type, labor hours and costs, parts cost, service cost, other costs, and a section for any Contractor comments.

F. Work Order Status Sheet

The Work Order Status Sheet allows the Contractor and City Maintenance Staff to easily locate active work orders. In addition, this sheet allows mechanical staff to easily check off all work performed on the vehicle. The Work Order Status Sheet includes the following information: vehicle number, work order number, basis for the work order, category of work performed, date work order opened, date work order closed, and includes a comment column for details of the work performed for those incidents that the miscellaneous category is checked.

The Contractor is required to complete the Work Order Status Sheet within two (2) business days of the completion and closure of the work order.

G. Consumable Sheet

The City requires the Contractor to enter all oil, transmission fluid, or coolant used on all revenue vehicles used to provide Cityride DAR services. The Contractor is to enter the following information: contract number, date, vehicle number, the consumable type, and the quantity used. The Contractor will update this sheet as needed.

H. Oil Sample Sheet

The Oil Sample Sheet is used to indicate sample results from the transmission, differential, or engine. The Contractor is required to upload a PDF copy of the Oil Analysis Report to the Oil Sample Sheet for each oil sample tested.

The Oil Sample Sheet includes the following information: date, vehicle number, sample source, condition, analysis recommendation, oil action taken, and the oil analysis report.

I. California Highway Patrol (CHP) Terminal Inspection Report

The Contractor is required to upload all CHP Terminal Inspection Reports for the transit facilities used by the Cityride DAR services during the term of the contract. These reports are uploaded to the MIS through the CHP Terminal Inspections Report. The Contractor will enter the following information prior to uploading the CHP Terminal Inspection Report: contract number, date, results (satisfactory, unsatisfactory, or conditional), the division, and any comments.

J. Driver Vehicle Inspection (DVI) Pre-Trip and Post-Trip Reports

The Contractor will ensure that a Daily Pre-trip and Post-trip Inspection Report, completed by an operations supervisor, is emailed to the City at the beginning of service each day. This report shall represent an agreement between supervisors and drivers that vehicles have operating wheelchair lifts/ramps, working heating and air conditioning systems, and the availability of complaint cards and schedules if operating on a semi-fixed route. This form also confirms that the vehicles are clean, and the vehicle operator has performed the normal safety checks (e.g., lights, tires, windshield wipers, brake system, glass, body damage, paint, fluids, etc.) before the start and at the end of service.

All reports should be submitted electronically to the City's Project Manager(s) and City's Equipment Specialist assigned to the project. A copy of all DVIs containing defects is to be given to the Maintenance Section and entered in the MIS.

Section 4 Additional Reporting

A. Accident Report Form

The Contractor will complete an Accident Report for any accident involving injuries or significant damage to a City-owned vehicle. This report will include, at a minimum, the vehicle number, date, location, a description of the incident/accident, police report number, a listing of all injuries, a list of witnesses and their contact information, and any other significant details.

The Contractor will also complete the Daily Activity Report and Daily Safety and Security Events Report, and any other related reporting in the MIS.

The Contractor will send the completed Accident Report Form (electronically) to the City Project Manager and the City's Transit Safety and Security Manager. The Contractor is required to upload this report in MIS on the Daily Safety and Security Events Report under Accident Report.

B. Position and Task Form

The Contractor will complete and submit the Position and Task Form with the monthly invoice.

C. Schedule B

The City will use Schedule B to ensure all MBE/WBE/SBE/EBE/DVBE participation levels are met for this program. The Schedule B form must list all subcontractors listed in Schedule A along with the dollar amount invoiced for that invoice period by the subcontractor(s) and the dollar amount paid to date to the subcontractor(s) listed.

The Contractor's substitution of a subcontractor shall not result in a lower pledge level. The Contractor is required to demonstrate a good faith effort to provide MBE, WBE, SBE, EBE, and DVBE firms an equal opportunity to compete for any subcontracting work being substituted.

The Contractor will submit a completed Schedule B with the monthly invoice.

D. FTA Safety and Security Report

The FTA Safety and Security Reports are used to track major and non-major incidents on a monthly basis. The Contractor will include a summary of all major and non-major incidents for the previous month. The Contractor will submit an electronic copy of the report, no later than the 15th of the Month, to the City's Transit Safety and Security Manager. See requirements on the FTA website: <https://www.transit.dot.gov>.

E. Vehicle Detailing Program Report

The Contractor will have each City-owned vehicle assigned to this program detailed twice a year. The Vehicle Detailing Program Report, due on a semi-annual basis, is used by the City to ensure Contractor compliance with the vehicle detailing program. The Contractor will send an electronic copy of the Vehicle Detailing Program Report to the City assigned Equipment Specialist on December 31st and June 30th through the term of the contract.

F. Engines and Transmissions Rebuild Report

The Contractor will report all engine and transmission rebuilds on a quarterly and annual basis. This report will include the vehicle number, date, vehicle mileage at the time of the rebuild, and the item rebuilt. The Contractor will complete this report on a quarterly and annual basis and submit it electronically to the City assigned Equipment Specialist.

G. FTA National Transportation Database (NTD)

The Contractor shall be responsible for generating reports for review and audit by the City and the collection of data for FTA's National Transportation Database (NTD) reporting. The Contractor is responsible for operating in compliance with the governmental codes, regulations, and directives applicable to such programs and as defined in this RFP, addendums, and contract agreement.

The Contractor is required to submit FTA's (NTD) reporting on a monthly and annual schedule. See Exhibit 13 for further information. The Contractor will email the FTA NTD Reports to the City's assigned NTD Project Manager.

H. Semi-Annual Vehicle Mileage Update Report

The Contractor shall be responsible for preparing and updating, on a semi-annual basis, a vehicle mileage update for all the service vehicles. The Contractor shall additionally report the accumulated mileage on each vehicle and provide a semi-annual report of mileage per vehicle. The reports are to indicate the vehicle ending mileage on December 31st and June 30th of each year by vehicle number. Both the dash-mounted speedometer and the hubodometer readings are to be listed for each service vehicle.

The Contractor will provide the Semi-Annual Vehicle Mileage Update Report on December 31st at the end of service and on June 30th in MIS. The annual (year ends on December 31st) Vehicle Mileage Update Report will contain the mileage of each fleet vehicle at the end of revenue service on December 31st. The Contractor will electronically submit the Vehicle Mileage Report to the City's Maintenance Manager no later than the 10th of January.

I. Safety and Security Plan Report

The Contractor is required to maintain a Safety and Security Plan throughout the contract term. The Safety and Security Plan Report tracks policies, procedures, and incidents pertaining to the Contractors' Safety and Security Plan. This report includes policy updates, procedures, a summary of incidents, special training classes or seminars attended, and any procurement of equipment or facility improvements in response to security issues occurring during the previous year. The Contractor will electronically submit this plan annually on July 20th to the City assigned Project Manager and the City's Transit Safety and Security Manager.

J. Daily Call Service Report

The Contractor will electronically submit the Daily Call Service Report to the City Project Manager no later than 10:00 a.m. the following business day. The Daily Call Service Report will contain the following information: call times (the time each participant/caller spends on the phone talking to a reservationist); the call hold times (the time it takes from the point the call enters the queue to the point the caller talks to a reservationist); average call times; average hold times; the number of calls in the queue every hour (starting at 8:00 a.m. and ending at 5:00 p.m. PST); hourly call times (starting at 8:00 a.m. and ending at 5:00 p.m. PST); the number of missed calls (incoming calls that receive a busy tone); the number of dropped calls; and the number of reservationists logged on the phone system to receive phone calls each hour (starting at 8:00 a.m. and ending at 5:00 p.m. PST).

K. Cityride Dial-a-Ride Monthly Performance Scorecard

The Contractor is required to complete the Cityride Dial-a-Ride Monthly Performance Scorecard (see Exhibit 14) and submit the report with the scorecard by the seventh day of each month with the prior month's service data. Some metrics do not include a penalty and are only used to set levels of service standards and expectations.

L. FTA Annual Project Financial Reporting

In accordance with the United States Code (USC), Title 49, Section 5335, the Secretary of Transportation maintains a reporting system called the National Transit Database (NTD). The NTD uses uniform categories to collect public transportation financial and operating information and defines these in the Uniform System of Accounts (USOA). The USOA is the basic reference document for the NTD. It contains the accounting structure required by Federal Transit laws (previously Section 15 of the Federal Transit Act).

The Federal Transit Administration (FTA) published its most recent changes to the accounting requirements and reporting system in a Final Rule on January 12, 2012. This version of the USOA replaced all prior publications. The main purpose of the USOA is to ensure that data definitions are uniform for all transit agencies. Each transit agency must maintain the accounts and records necessary to meet its own internal information requirements as well as those specified in the USOA.

LADOT has changed the structure of its FTA Project Financial Reporting Forms to comply with the financial accounting definitions and accounts as outlined in the USOA. The Cost Component Forms are broken into four distinct functional areas: Vehicle Operational Costs, Vehicle Maintenance Costs, Facility Maintenance Costs, and General Administration Costs. Each of the four functional areas contains Labor Costs for duties and work performed that is associated with the specific functional area.

The Contractor will be required to complete and submit the FTA Project Financial Reporting Forms (see Exhibit 15) by the end of August each year; the report will include all costs associated with the prior Fiscal year, which is July 1st through June 30th.

MANDATORY REPORTING SCHEDULE

Contractor Required Reporting is a list of required reports to be submitted by the Contractor to the City. The City reserves the right to require additional reports from the Contractor. For daily, weekly, and monthly reports, the Contractor must either enter reports in the City's MIS system (if applicable) or submit the report to LADOT no later than 10:00 a.m. the following business day of the reporting cycle.

Item Number and Name of Report	Frequency	Reference	Reporting Method
1. Vehicle Fire Prevention and Safety Program ³	Annually, due on July 1 st	Agreement - 3.1.9 Vehicle Fire Prevention and Safety Program	Emailed to LADOT Maintenance Manager and to LADOT Transit Safety and Security Manager
2. Agency Personnel Reporting	Update as needed	Section 1.A.	LADOT MIS
3. Employee Certification Report	Semi-Annual (due by the 10 th of January and July)	Section 1.B.	LADOT MIS and emailed to LADOT Project Manager & Equipment Specialist
4. Employee Work Hours Report	Monthly	Section 1.C.	LADOT MIS
5. Monthly Employee Status Report	Monthly (due by the 15 th)	Section 1.D.	LADOT MIS
6. Daily Activity Sheet	Daily	Section 2.A.	LADOT MIS
7. Daily Safety & Security Events Reporting	Daily	Section 2.B.	LADOT MIS
8. Daily Information Tracking Sheet	Daily	Section 2.C.	LADOT MIS
9. Daily On-Time Performance Monitoring Report	Daily	Section 2.D.	LADOT MIS
10. Contractor Response to Service Monitoring Report	Monthly	Section 2.E.	LADOT MIS
11. Daily Passenger Sheet	Daily	Section 2.F.	LADOT MIS
12. Daily Trip Denials Report	Daily	Section 2.G.	LADOT MIS

Item Number and Name of Report	Frequency	Reference	Reporting Method
13. Daily Hours and Miles Report	Daily	Section 2.H.	LADOT MIS
14. Daily Revenue by Route Report	Daily	Section 2.I.	LADOT MIS
15. Daily Passenger Mile Survey Sheet	Daily	Section 2.J.	LADOT MIS
16. Customer Complaint Records (responses)	Daily	Section 2.K.	LADOT MIS
17. Daily Hold List Sheet	Daily	Section 3.A.	LADOT MIS
18. Daily Road Call Sheet	Daily	Section 3.B.	LADOT MIS
19. Daily Miles and Fueling/Charging Report	Daily	Section 3.C.	LADOT MIS
20. Vehicle Inspection Report	Daily	Section 3.D.	LADOT MIS
21. Daily Vehicle Work Order Inspection and Cost Report	Daily	Section 3.E.	LADOT MIS
22. Work Order Status Sheet	Daily	Section 3.F.	LADOT MIS
23. Consumable Sheet	As needed	Section 3.G.	LADOT MIS
24. Oil Sample Sheet/Report	Daily/Monthly	Section 3.H.	LADOT MIS
25. CHP Terminal Inspection Report	Annually	Section 3.I.	LADOT MIS
26. DVI Pre-Trip and Post-Trip Report	Daily	Section 3.J.	LADOT MIS and emailed to LADOT assigned Equipment Specialist
27. Accident Report Form	Daily	Section 4.A.	LADOT MIS and emailed to LADOT Transit Safety and Security Manager
28. Position and Task Form	Monthly	Section 4.B.	Submitted with Monthly Contractor Invoice
29. Schedule B	Monthly	Section 4.C.	Submitted with Monthly Contractor Invoice
30. FTA Safety and Security Report	Monthly (due on the 15 th of each Month)	Section 4.D.	Emailed to LADOT Transit Safety and Security Manager
31. Vehicle Detailing Program Report	Semi-Annual, due on June 30 th and on December 31 st	Section 4.E.	Emailed to LADOT assigned Equipment Specialist
32. Engine and Transmission Rebuild Report	Quarterly/Annually	Section 4.F.	Emailed to LADOT assigned Equipment Specialist
33. FTA National Transportation Database (NTD) ¹	Quarterly/Annually	Section 4.G.	See Exhibit 13 ² , emailed to LADOT assigned NTD Project Manager
34. Semi-Annual Vehicle Mileage Update Report	Semi-Annual, due on June 30 th and on December 31 st	Section 4.H.	Emailed to LADOT Maintenance Manager

Item Number and Name of Report	Frequency	Reference	Reporting Method
35. Safety and Security Plan	Annually, due on July 20 th	Section 4.I.	Emailed to LADOT Project Manager and to LADOT Transit Safety and Security Manager
36. Daily Call Service Report	Daily	Section 4.J.	Emailed to LADOT Project Manager
37. Cityride Dial-a-Ride Monthly Performance Scorecard	Monthly, due on the 7 th day of each month	Section 4.K.	Emailed to LADOT Project Manager
38. FTA Annual Financial Report	Annually, due by the end of August	Section 4.L.	Emailed to LADOT Project Manager
39. Insurance Annual Renewal Submission	Annually	Agreement - 2.5.1 Insurance Requirements	Uploaded to City's Compliance System at https://www.kwikcomply.org

Notes: The City reserves the right to require electronic reports to be entered into the City's MIS system during the term of the contract. City also reserves the right to modify the Contractor's Reports as it deems necessary.

¹Reports shall be reviewed and signed by the Project Manager verifying the accuracy and that these reports have been based on the FTA guidelines. Project Manager shall verify that the ongoing system is in place and maintained for recording data in accordance with the City's and FTA-NTD definitions.

²All source documents must be made available to support the reported data. In addition, a verifiable system of internal controls must be in place to ensure the accuracy of the data collection process and recording system. The Contractor shall cooperate with the audit of reported data, data gathering procedures, and systems as required by the FTA-NTD and various agencies such as the Metro.

³Contractor will be required to replace any component that fails to meet the standards set forth in the program.

EXHIBIT 13

FTA NTD

Exhibit 13

The National Transit Database

Legislative Requirement

Congress requires agencies to report to the NTD if they receive or benefit from §5307 or §5311 formula grants. FTA submits annual NTD reports that summarize transit service and safety data to Congress for review and use. The legislative requirement for the NTD in Title 49 United States Code (U.S.C.) §5335(a) reads in part:

(a) NATIONAL TRANSIT DATABASE – To help meet the needs of individual public transportation systems, the United States Government, State and local governments, and the public for information on which to base public transportation service planning, the Secretary shall maintain a reporting system, using uniform categories to accumulate public transportation financial, operating, and asset condition information and using a uniform system of accounts. The reporting and uniform systems shall contain appropriate information to help any level of government make a public sector investment decision. The Secretary may request and receive appropriate information from any source.

(b) REPORTING AND UNIFORM SYSTEMS – The Secretary may award a grant under section 5307 or 5311 only if the applicant, and any person that will receive benefits directly from the grant, are subject to the reporting and uniform systems.

(c) DATA REQUIRED TO BE REPORTED – The recipient of a grant under this chapter shall report to the Secretary, for inclusion in the National Transit Database, any information relating to a transit asset inventory or condition assessment conducted by the recipient.

NTD Data

The NTD collects financial and service information from public transportation agencies across the country and requires all transit agencies to report on an annual basis. In the Annual Report, agencies provide a summary of transit characteristics, including financial and operating statistics. The NTD also requires monthly operating and safety statistics reports from agencies that file as a Full Reporter.

Urbanized Area Funding

FTA apportions §5307 funding through a formula based in part on population and population density. For UZAs with a population over 200,000, FTA apportions funding based on other factors associated with transit operations, such as revenue miles, operating costs, and passenger miles.

FTA allocates funding based on the following measures:

- Passenger miles traveled per vehicle revenue mile
- Passenger miles traveled per vehicle revenue hour
- Vehicle revenue miles per capita
- Vehicle revenue hours per capita
- Passenger miles traveled per capita
- Passengers per capita

Failure to Report

The NTD may issue a Failure to Report if an agency:

- Fails to submit a report
- Submits a late report
- Submits an incomplete report
- Fails to respond to validation questions

If a transit agency receives a Failure to Report notice, FTA does not include its data in the apportionment of urbanized areas and rural funding. However, the NTD may include any submitted data in publicly available NTD datasets at the discretion of FTA. More importantly, if a transit agency receives a Failure to Report notice, legislation prohibits FTA from awarding any further grants under §5307 or §5311 that benefit the transit agency.

The NTD may issue a Failure to Report notice for an urbanized area transit provider in connection with the Annual Report, Monthly Ridership, or Safety and Security reporting.

A report is late if it is not submitted by the agency's applicable due date. These due dates ensure that an NTD analyst has time to review the submitted data before they are included in NTD publications and in the apportionment.

Standardized Reporting Requirements

All agencies must conform to uniform reporting standards. This includes timely reporting, accurate data collection, and uniform accounting systems.

Financial Data Requirements

All public transit agencies must report the full cost of providing transit service. The NTD uses uniform categories to collect this information and defines these in the Uniform System of Accounts (USOA). Each transit agency must maintain the accounts and records necessary to meet its own internal information requirements as well as those specified in the USOA. These accounts must use accrual accounting methods that crosswalk their chart of accounts to the object classes (expenses, liabilities, and assets) and must be reported by function (Vehicle Operations, Vehicle Maintenance, Facility Maintenance, and General Administration). **The Contractor must provide annually, by the end of August, following the end of the fiscal year (June 30th), a report showing an accounting of their operating expenses by Mode and Region allocated as required by NTD by function and related object classes (See Exhibit 19). Cost allocation methodology must be reasonable, consistent, and defensible (e.g., Vehicle Revenue Hours).**

Service Data Requirements

Service data are an integral part of the NTD. Service data are operating statistics that provide insight into the effectiveness and productivity of a transit agency. All agencies must report accurate and truthful service data in a uniform manner.

The NTD mandates that almost all service data be collected and recorded daily so that the data are 100 percent accurate. For example, agencies must collect and record 100 percent of all miles and hours vehicles travel in revenue service. The NTD does not allow agencies to estimate this data.

However, the NTD recognizes that certain statistics are challenging to collect and can drastically increase the reporting burden for transit agencies. To assist reporters who would find conducting 100 percent count burdensome, transit agencies may estimate Unlinked Passenger Trips (UPT) and Passenger Miles

Traveled (PMT) through sampling. The NTD program provides a sampling method and guidance on the NTD website. Agencies also may use a custom sampling plan to collect these data. However, a qualified statistician must certify that the sampling procedure meets FTA requirements for statistical precision and accuracy.

Reporting Types

A transit agency's reporting type is based on the funding it receives, the modes it operates, and its size, based on its number of Vehicles Operated in Annual Maximum Services (VOMS).

Inaccurate Data

Transit agencies are responsible for the data that they report to the NTD. If the data does not follow NTD prescribed procedures or seem unreasonable or inaccurate – or an agency cannot provide a reasonable response to explain data – the NTD may publish the data with a 'questionable' notation.

In accordance with Title 49 U.S.C. §5335(b), FTA may delete a transit agency's data if it does not adequately address validation issues within the specified timeframe or if the data does not meet the NTD's reporting requirements.

EXHIBIT 14

CITYRIDE PERFORMANCE SCORECARD

Exhibit 14

Cityride Dial-a-Ride Monthly Performance Scorecard

The Monthly Performance Scorecard below shall be compiled by the Contractor and presented to the City by the seventh day of the month with the previous month's service data. Some metrics do not have penalties and are only used to set levels of standards and expectations.

Cityride Dial-a-Ride Monthly Performance Scorecard

Date: _____

Reporting Month: _____ Number of Service Days: _____ Total Penalty Amount: _____

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PERFORMANCE CRITERIA		TOTAL	DAR VAN	OVERFLOW
Participants				
Active				
Inactive				

PERFORMANCE CRITERIA		TOTAL	DAR VAN	OVERFLOW
Fiscal				
Operating Costs				
Farebox				
Subsidy				
Subsidy/Passenger				
Active				
Inactive				

Cityride Dial-a-Ride Monthly Performance Scorecard (Continued)

Date: _____

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PERFORMANCE CRITERIA	GOAL	PERFORMANCE MEASURE	PENALTY	TOTAL	DAR VAN	OVERFLOW
Trip Performance						
Passenger Trips						
Clients						
PCAs						
Revenue Hours						
Scheduled						
Completed						
Percent of Completed Revenue Hours	≥ 95%	Revenue hours completed divided by scheduled revenue hours				
Productivity (Passengers)	≥ 1.00	Total passengers divided by total revenue service hours				
On-Time Performance	≥ 95%	Number of on-time trips divided by the number of scheduled trips	\$400 for each percentage point below 95% (fractions of a percent will be rounded to the next whole percent point)			
Missed Trips (Defined as when a service vehicle arrives more than 30 minutes after the scheduled pick-up time or when a service vehicle fails to arrive at the pick-up location)	≤ 1	Number of missed trips	\$400 for each greater over the one acceptable missed trip per month.			
Ride Time (60+ minutes)	≤ 5%	Trip with a ride-time of more than 60 minutes divided by total trips	\$400 per each percentage point greater than 5% (fractions of a percent will be rounded to the next whole percent point)			

Cityride Dial-a-Ride Monthly Performance Scorecard (Continued)

Date: _____

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PERFORMANCE CRITERIA	GOAL	PERFORMANCE MEASURE	PENALTY	TOTAL	DAR VAN	OVERFLOW
Reservation Performance						
Reservation Requests		Number of calls received requesting a trip reservation				
Reserved Trips		Number of trips scheduled				
Requested Trips Completed		Number of requested trips Completed				
Percent of Completed Trips		Trips completed divided by the total number of trip reserved				
Cancellations		Number of trips passengers cancel				
Percent of Trip Canceled	≤ 10%	Cancellations divided by the total number of trip reservations				
No Shows		Number of no-shows				
Percent of No-Show Trips	≤ 5%	The number of no-shows divided by the total number of trips reserved				
Trips Refused by Participant		Number of trip reservations refused by customers at the time of scheduling				
Percent of Trip Refused by Participant		Trips refused by customer divided by the total number of reservation requests				
Trip Denials		Number of reservation requests denied by Contractor				
Percent of Trip Denied by Contractor	0.0%	Trip Denials divided by the total number of reservation requests	\$200 for each percentage point over 0% (fractions of a percent will be rounded to the next whole percent point)			
Standby Trips Accommodated		Number of standby trips scheduled and completed				
Percent of Standby Trips Completed		Standby trips completed divided by the total number of reservations				

Cityride Dial-a-Ride Monthly Performance Scorecard (Continued)

Date: _____

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PERFORMANCE CRITERIA	GOAL	PERFORMANCE MEASURE	PENALTY	TOTAL	DAR VAN	OVERFLOW
Vehicle Maintenance						
Road calls	≤ 4	Total number of Road Calls	\$100 for each road call over the maximum of four per month			
Maintenance Dispatched						
Tow Truck Dispatched						
Bus Exchange due to Mechanical Issue						
PMI Schedule Adherence	100%	Number of late PMIs	\$100 for late PMI			

PERFORMANCE CRITERIA	GOAL	PERFORMANCE MEASURE	PENALTY	TOTAL	DAR VAN	OVERFLOW
Safety						
Preventable Accidents	≤ 1	Total preventable accidents should be one or less per month	\$300 for each preventable accident over the maximum of one per month			
Non-Preventable Accidents						
Complaints	≤ 5	Total number of complaints received during the month	\$100 for each complaint over the maximum of five per month			
Driver Courtesy		There should be no complaints regarding an unsafe driver.	\$100 for each credible rude driver complaint			
Unsafe Driver		There should be no complaints regarding an unsafe driver.	\$100 for each credible unsafe driver complaint			
Timeliness						
Dispatch						
Other						

Cityride Dial-a-Ride Monthly Performance Scorecard (Continued)

Date: _____

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PERFORMANCE CRITERIA	GOAL	PERFORMANCE MEASURE	PENALTY	TOTAL	DAR VAN	OVERFLOW
Administrative						
Staffing	100%	Number of vacancies in the positions listed on the Position and Task Report when compared to the Labor Position and Task Report (Form C-6)	\$100 for each day/per position not filled within 30 days or 45 days if conducting nationwide recruitment. Management positions vacant for more than 30 days will result in the deduction of the proposed salary from the monthly invoice			
Driver Availability	≥ 95%	Number of drivers available for revenue service divided by the number of drivers listed on the Position and Task Report	\$100 for each percentage point under the minimum of 95% (any fraction of a percentage will be rounded up to the next whole percentage)			
Timely Submission and Accuracy of Contractor Reports	100%	Number of late or inaccurate reports submitted	\$200 per late or inaccurate or late report per day; \$1,000 for intentional falsification or intentional non-submission of the report(s)			
Number of Calls Received						
Telephone Hold Time Limits	≤ 2 min	Total hold-time, in minutes, divided by the number of calls placed on hold	\$750 when the monthly average exceeds 120 seconds			
Longest Call Hold Time						

Cityride Dial-a-Ride Monthly Performance Scorecard (Continued)

Date: _____

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PERFORMANCE CRITERIA		TOTAL	DAR VAN	OVERFLOW
Semi-Fixed Route – Park La Brea Connector				
Passengers				
Revenue Hours				
Productivity				
Operating Costs				
Farebox				
Subsidy				
Subsidy/Passenger				

PERFORMANCE CRITERIA		TOTAL	DAR VAN	OVERFLOW
Semi-Fixed Route – Via Marisol Connector				
Passengers				
Revenue Hours				
Productivity				
Operating Costs				
Farebox				
Subsidy				
Subsidy/Passenger				

EXHIBIT 15
FTA FINANCIAL REPORTING

GENERAL INSTRUCTIONS FOR FTA ANNUAL PROJECT FINANCIAL REPORTING

In accordance with the United States Code (USC), Title 49, Section 5335, the Secretary of Transportation maintains a reporting system called the National Transit Database (NTD). The NTD uses uniform categories to collect public transportation financial and operating information and defines these in the Uniform System of Accounts (USOA). The USOA is the basic reference document for the NTD. It contains the accounting structure required by Federal Transit laws (previously Section 15 of the Federal Transit Act).

The Federal Transit Administration (FTA) published its most recent changes to the accounting requirements and reporting system in a Final Rule on January 12, 2012. This version of the USOA replaced all prior publications. The primary purpose of the USOA is to ensure that data definitions are uniform for all transit agencies. Each transit agency must maintain the accounts and records necessary to meet its internal information requirements as well as those specified in the USOA.

LADOT has changed the structure of its FTA Project Financial Reporting Forms to comply with the financial accounting definitions and accounts as outlined in the USOA. Costs are broken into four distinct functional areas: Vehicle Operational Costs, Vehicle Maintenance Costs, Facility Maintenance Costs, and General Administration Costs. Each of the four functional areas contains Labor Costs for duties and work performed that is associated with the specific functional area.

For the purposes of this Report, LADOT defines a Fiscal Year as the time period of July 1st through June 30th. The FTA Annual Project Financial Reporting, which consists of a total of eleven (11) Reports, is due by the end of August for the prior Fiscal Year's financial reporting.

REPORT 1 - INSTRUCTIONS AND GUIDELINES FOR THE COMPLETION OF
THE LABOR POSITION AND TASK REPORT

LADOT has changed the structure of its Annual Project Financial Reporting to comply with the financial accounting definitions and accounts as outlined in the USOA. The Labor Position and Task Report is broken into four (4) distinct functions: Vehicle Operations, Vehicle Maintenance, Facility Maintenance, General Administration. Labor hours are to be indicated by the tasks performed in each of these four functions.

(A) The Contractor is instructed to complete the Labor Position and Task Report and submit it with the Annual Project Financial Report.

(B) The Contractor is to modify the "Position" Column A to identify all staffing positions. The Contractor is instructed not to include those positions that are supplied through a subcontract.

(C) The Contractor is to assume 2,000 full-time employee labor hours per year.

(D) The Vehicle Operations function (Column B) includes wages, salaries, and benefits related to activities associated with the dispatching, scheduling, revenue vehicle operations, security, fare collections, and counting, vehicle operations training, driver permitting/licensing, field supervision, fueling activities for revenue vehicles, tire inspection/repair/inflation on revenue vehicles, repair and replacement of tires and tubes, use of consumables (fluids and lubricants), management, administration, clerical support directly related to revenue vehicle operations.

The Contractor is to indicate the number of hours each position classification performed duties and tasks as directly related to vehicle operations during the previous Fiscal Year.

(E) The Vehicle Maintenance function (Column C) includes wages, salaries, and benefits related to activities associated with vehicle repairs, vehicle maintenance, vehicle inspections (including driver pre-and post-inspection), preventative vehicle maintenance, fueling activities for non-revenue vehicles, vehicle cleaning, tire inspection/repair/inflation for non-revenue vehicles, towing services, and mechanic training/certification.

The Contractor is to indicate the number of hours each position classification performed duties and tasks as directly related to vehicle operations on an annual basis.

(F) The Facility Maintenance function (Column D) includes wages, salaries, and benefits related to activities associated with repairs, cleaning, and upkeep of buildings, other structures, landscape, parking lots, fencing, lighting, plumbing, electrical, maintenance equipment, cleaning of the maintenance and administration building, and all custodian services.

The Contractor is to indicate the number of hours each position classification performed duties and tasks as directly related to vehicle operations on an annual basis.

(G) The General Administration function (Column E) includes wages, salaries, and benefits related to activities associated with support and administrative, customer service calls, finance and accounting, risk management, insurance, human resources, attorney and paralegal consultation and support, information technology, office management, independent auditors, union negotiations, general management, and includes all executive management wages, salaries, and benefits packages.

The Contractor is to indicate the number of hours each position classification performed duties and tasks as directly related to vehicle operations on an annual basis.

(H) The Contractor is instructed to add the hours indicated in each line under the four functions (Columns B, C, D, and E) and enter the total in the "Total" (Column F).

Report 1 - Labor Position and Task Report

Positions Column A	Vehicle Operations (Annual Hours) Column B	Vehicle Maintenance (Annual Hours) Column C	Facility Maintenance (Annual Hours) Column D	General Administration (Annual Hours) Column E	Totals Column F Sum of Columns B+C+D+E
1. Project Manager					
a.					
2. Assistant Project Manager(s)					
a.					
b.					
3. Safety/Training Manager(s)					
a.					
b.					
4. Trainers					
a.					
b.					
4. Maintenance Manager					
a.					
5. Assistant Maintenance Manager/Lead Mechanic(s)					
a.					
b.					
c.					
6. Mechanics					
a. "A" Mechanics					
b. "B" Mechanics					
c. "C" Mechanics					
7. Parts Clerk(s)					
a.					
b.					
8. Data Manager					
a.					
9. Administrative Clerks					
a.					
b.					
10. Dispatcher(s)					
a.					
b.					

Report 1 - Labor Position and Task Report (continued)

Positions Column A	Vehicle Operations (Annual Hours) Column B	Vehicle Maintenance (Annual Hours) Column C	Facility Maintenance (Annual Hours) Column D	General Administration (Annual Hours) Column E	Totals Column F Sum of Columns B+C+D+E
11. Reservationist(s)					
a.					
b.					
c.					
12. Field Supervisors					
a.					
b.					
c.					
13. Security Guards					
a.					
b.					
c.					
14. Fuelers					
a.					
b.					
c.					
15. Utility Workers/Bus Washers					
a.					
b.					
c.					
16. Janitorial Staff					
a.					
b.					
c.					
d.					
17. Payroll Clerk					
a.					
b.					
c.					
18. Human Resource Personnel					
a.					
b.					
19. Legal Department Staff					
a.					
b.					
20. Other Staff Positions					
a.					
b.					

Report 1 - Labor Position and Task Report (Continued)

Positions Column A	Vehicle Operations (Annual Hours) Column B	Vehicle Maintenance (Annual Hours) Column C	Facility Maintenance (Annual Hours) Column D	General Administration (Annual Hours) Column E	Totals Column F Sum of Columns B+C+D+E
21. Vehicle Operators					
a. New Drivers (Trainees)					
b. Tier 1 – Pay Scale					
c. Tier 2 – Pay Scale					
d. Tier 3 – Pay Scale					
e. Tier 4 – Pay Scale					

REPORT 2 - INSTRUCTIONS FOR COMPLETION OF THE LABOR COSTS

LADOT has created these Reports to comply with the financial accounting definitions and accounts as outlined in the USOA. The Labor Cost Worksheets are broken into three (3) distinct categories: Salaries and Wages, Paid Absences, and Fringe Benefits.

The Salaries and Wages category (Column B) includes salaries, wages, bonuses, and overtime pay.

The Paid Absences category (Column C) includes vacation-time, sick-time, and other paid time-off.

The Fringe Benefits category includes:

- a. Employment Taxes (Column D) (federal, Medicare, and Social Security taxes),
- b. Health and Welfare (Column E) (medical and dental insurance plans, short-term disability, life insurance plans, worker's compensation, and unemployment plans),
- c. Retirement Costs/Pension Plans (Column F) (pension plans, long-term disability plans, and other post-employment benefits such as any post-employment healthcare and life insurance that are provided separately from a pension), and
- d. Other Fringe Benefits (Column G) (uniforms and work clothing, tool allowances, employee and family transit passes, reimbursement for moving and education, assistance for dependent care, childcare and adoption, employee discounts, and other fringe benefits not described in the listing above).

(A) The Contractor is to complete Report 2 - Labor Costs and submit it with the FTA Annual Project Financial Report. The Contractor may use as many copies of Report 2 – Labor Costs as needed to list all positions listed in Report 1 – Labor Position and Task Report, Column A.

(B) The Contractor will transfer position titles from Report 1 – Labor Position and Task Report, Column A to Column A of Report 2 – Labor Costs.

(C) The Contractor will list the **hourly Labor Costs by category for each position for the prior Fiscal Year**. The Contractor is instructed to enter these Costs in the corresponding Columns B, C, D, E, F, and G for each position listed in Column A.

(D) The Contractor is to add the amounts entered in Columns B, C, D, E, F, and G and enter the sum in the Total Column (Column H) for each position listed in Column A.

REPORT 2 - LABOR COSTS

The Contractor is instructed to make as many copies of Report 2 - Labor Costs as necessary to capture all Labor Costs.

[illegible]

REPORT 3 - INSTRUCTIONS FOR LABOR CALCULATIONS BY FUNCTION – **VEHICLE OPERATIONS**

- (A) The Contractor is to copy Columns A and B from Report 1 – Labor Position and Task Report for **only** those positions that have hours listed in Column B -Vehicle Operations on Report 1.
- (B) Column C is calculated by position - by multiplying the positions hours listed in Column B by the Positions rate listed on Report 2 – Labor Costs, Column B – Salaries and Wages.
- Column C = (Column B) x (Report 2 – Labor Costs, Column B)
- (C) Column D is calculated by position – by multiplying the positions hours listed in Column B by the Positions rate listed on Report 2, Column C- Paid Absences.
- Column D = (Column B) x (Report 2 – Labor Costs, Column C)
- (D) Column E is calculated by position – by multiplying the positions hours listed in Column B by the sum of the positions rates listed on Report 2, Columns D (Employment Taxes) plus Column E (Health and Welfare) plus Column F (Retirement and Pension Plans) plus Column G (Other Fringe Benefits).
- Column E = (Column B) x (Report 2 – Labor Costs (Sum of Columns D+E+F+G))
- (E) The Contractor is to total the Labor Costs for Columns C, D, and E and list them on the last line of Report 3.

REPORT 3 - LABOR CALCULATIONS BY FUNCTION – VEHICLE OPERATIONS

[illegible]

REPORT 4 – INSTRUCTION FOR LABOR CALCULATIONS BY FUNCTION – **VEHICLE MAINTENANCE**

- (A) The Contractor is to copy Columns A and C from Report 1 – Labor Position and Task Report for **only** those positions that have hours listed in Column C -Vehicle Maintenance on Report 1.
- (B) Column C is calculated by position - by multiplying the positions hours listed in Column B by the Positions rate listed on Report 2 – Labor Costs, Column B – Salaries and Wages.
- $\text{Column C} = (\text{Column B}) \times (\text{Report 2 – Labor Costs, Column B})$
- (C) Column D is calculated by position – by multiplying the positions hours listed in Column B by the Positions rate listed on Report 2 – Labor Costs, Column C- Paid Absences.
- $\text{Column D} = (\text{Column B}) \times (\text{Report 2 – Labor Costs, Column C})$
- (D) Column E is calculated by position – by multiplying the positions hours listed in Column B by the sum of the positions rates listed on Report 2 – Labor Costs, Columns D (Employment Taxes) plus Column E (Health and Welfare) plus Column F (Retirement and Pension Plans) plus Column G (Other Fringe Benefits).
- $\text{Column E} = (\text{Column B}) \times (\text{Report 2 – Labor Costs (Sum of Columns D+E+F+G)})$
- (E) The Contractor is to total the Labor Costs for Columns C, D, and E and list them on the last line of Report 4.

REPORT 4 - LABOR CALCULATIONS BY FUNCTION – VEHICLE MAINTENANCE

[illegible]

REPORT 5 – INSTRUCTIONS FOR LABOR CALCULATIONS BY FUNCTION – **FACILITY MAINTENANCE**

- (A) The Contractor is to copy Columns A and D from Report 1 – Labor Position and Task Report for **only** those positions that have hours listed in Column D -Facility Maintenance on Report 1.
- (B) Column C is calculated by position - by multiplying the positions hours listed in Column B by the Positions rate listed on Report 2 – Labor Costs, Column B – Salaries and Wages.
- $\text{Column C} = (\text{Column B}) \times (\text{Report 2 – Labor Costs, Column B})$
- (C) Column D is calculated by position – by multiplying the positions hours listed in Column B by the Positions rate listed on Report 2 – Labor Costs, Column C- Paid Absences.
- $\text{Column D} = (\text{Column B}) \times (\text{Report 2 – Labor Costs, Column C})$
- (D) Column E is calculated by position – by multiplying the positions hours listed in Column B by the sum of the positions rates listed on Report 2 – Labor Costs, Columns D (Employment Taxes) plus Column E (Health and Welfare) plus Column F (Retirement and Pension Plans) plus Column G (Other Fringe Benefits).
- $\text{Column E} = (\text{Column B}) \times (\text{Report 2 – Labor Costs (Sum of Columns D+E+F+G)})$
- (E) The Contractor is to total the Labor Costs for Columns C, D, and E and list them on the last line of Report 5.

REPORT 5 - LABOR CALCULATIONS BY FUNCTION – FACILITY MAINTENANCE

[illegible]

REPORT 6 - LABOR CALCULATIONS BY FUNCTION – **GENERAL ADMINISTRATION**

- (A) The Contractor is to copy Columns A and E from Report 1 – Labor Position and Task Report for **only** those positions that have hours listed in Column E -General Administration on Report 1.
- (B) Column C is calculated by position - by multiplying the positions hours listed in Column B by the Positions rate listed on Report 2 – Labor Costs, Column B – Salaries and Wages.
- $\text{Column C} = (\text{Column B}) \times (\text{Report 2 – Labor Costs, Column B})$
- (C) Column D is calculated by position – by multiplying the positions hours listed in Column B by the Positions rate listed on Report 2 – Labor Costs, Column C- Paid Absences.
- $\text{Column D} = (\text{Column B}) \times (\text{Report 2 – Labor Costs, Column C})$
- (D) Column E is calculated by position – by multiplying the positions hours listed in Column B by the sum of the positions rates listed on Report 2 – Labor Costs, Columns D (Employment Taxes) plus Column E (Health and Welfare) plus Column F (Retirement and Pension Plans) plus Column G (Other Fringe Benefits).
- $\text{Column E} = (\text{Column B}) \times (\text{Report 2 – Labor Costs (Sum of Columns D+E+F+G)})$
- (E) The Contractor is to total the Labor Costs for Columns C, D, and E and list them on the last line of Report 6.

REPORT 6 - LABOR CALCULATIONS BY FUNCTION – GENERAL ADMINISTRATION

[illegible]

GENERAL INSTRUCTIONS FOR DETAILED FUNCTIONAL COST REPORTS

Operating Expense Object Classes include Labor, Services, Materials and Supplies, Utilities, Casualty and Liability Costs, Taxes, and Miscellaneous Expenses.

Services are the expenses for labor and other work that outside organizations provide. The Services object class includes:

- Management Services
- Professional Services
- Advertising Services
- Temporary labor services of personnel who are not employees of the Contractor.

Materials and Supplies are expenses incurred for tangible items intended for immediate use. Materials and Supplies object class includes:

- Fuel and Lubricants
- Tires and Tubes (this includes tires and tubes that are purchased or leased)
- Other Materials and Supplies

Utilities object class covers payments made to utility companies for the purchase of energy or services, such as electricity, water and sewer, natural gas, and other fuels for heating, internet service, telephone, and garbage collection.

Electricity used to propel revenue vehicles or used to operate fueling stations is reported under the Vehicle Operations Function. All other uses of electricity are reported under the General Administration Function.

Casualty and Liability Costs refer to the expenses incurred for loss protection. If the Contractor is liable for someone's loss, then the Contractor must report all applicable compensation under this object class.

- Physical damage insurance premiums
- Recovery of physical damage losses for liability and property damage insurance premiums
- Insured and uninsured liability and property damage settlement payouts and recoveries
- Other Contractor insurance premiums (e.g., fidelity bonds, business records insurance)
- Contractor self-insurance costs

All Casualty and Liability Costs are reported under the General Administration Function.

Taxes object class includes the charges and assessments levied by the Federal, State, and local governments. Contractors must report any applicable:

- Income taxes
- Property taxes
- Fuel and lubricant taxes
- Electric propulsion power taxes

- Vehicle licensing and registration fees

The Contractor should not report sales or excise taxes on materials or services. The Contractor should consider tax rebates and reimbursements as credit offsets to expenses in the Tax Object Class.

Miscellaneous Expenses object class includes expenses not classified in other expense object classes.

Miscellaneous expenses may include:

- Dues and subscriptions
- Travel and meeting expenses
- Employee Appreciation Day expenses

REPORT 7 - INSTRUCTIONS FOR DETAILED VEHICLE OPERATIONS FUNCTION COSTS

Vehicle Operations expense function captures activities associated with the vehicle operations, comprising:

- Revenue Vehicle Operations,
- Reservations and Scheduling,
- Dispatching and Supervising,
- Ticketing and Fare Collection,
- Security, and
- Transportation Administration.

(A) Section 1 – “Labor Costs.” The Contractor is instructed to transfer totals from Report 3, Total Labor Costs – Vehicle Operations to Report 7 to Section 1 of Report 7.

(B) Section 2 - “Service Costs” include the labor and other work provided by outside organizations for fees and related expenses. In most incidents, the Contractor procures services from an outside organization as a substitute for in-house employee labor, except in the case of independent audits, which could not be performed by employees in the first place. The Contractor usually substitutes services for in-house labor because the skills offered by the outside organization are needed for only a short period of time or are better than internally available skills. The charge for these services is usually based on the labor hours invested in performing the service. Services include professional and technical services, contract maintenance services, and security services.

Section 2 of Report 7 lists some examples of types of service that would be included in this section. The Contractor is instructed to add those services used during the prior fiscal year, which fall under the Vehicle Operations Function. The Contractor is instructed to list all service costs related to the Vehicle Operations Function in Section 2 of Report 7. The Contractor can modify Report 7 - Section 2 to include all the services used during the prior fiscal year.

(C) Section 3 - “Materials and Supplies” are tangible products obtained from outside suppliers or manufactured internally. Shipping, purchase discounts, cash discounts, sales taxes, and excise taxes (except on fuel and lubricants) are included in the cost of the material or supply.

Section 3 of Report 7 lists some suggested materials and supplies cost categories. Fuel Costs and any associated taxes will be reported separately in Sections 3 and 5. The Contractor will report only the revenue vehicles fueling costs and associated taxes in Report 7. Non-revenue vehicle fueling, and the associated taxes, will be reported in Report 8.

The Contractor is instructed to list all material and supply costs related to the Vehicle Operations Function in Section 3 of Report 7. The Contractor can modify Section 3 of Report 7 to include all materials and supplies used during the prior fiscal year.

(D) Section 4 – “Utilities.” The Contractor will list the utility costs associated with revenue vehicle charging and the operation of the fueling stations in Section 4 of Report 7.

(E) Section 5 – “Taxes.” The Contractor is instructed to list all taxes on the purchase or disposal of Lubricants in Section 5, line a of Report 7. The Contractor is to list any vehicle licensing and registration fees for any non-revenue field supervision vehicles in Section 5, line c of Report 7 if the Contractor purchased field supervision vehicles for this Program.

The Contractor is instructed to list any fuel taxes for the purchase of fuel for the revenue vehicles in Section 5 of Report 7.

(F) Section 6 - “Miscellaneous Costs” are expenses that cannot be attributed to any of the other major cost object classes (Labor, Service, Materials and Supplies, Utilities, Casualty and Liability Costs, and Taxes). Miscellaneous Costs may include dues and subscriptions, travel and meeting expenses, and Employee Appreciation Day expenses.

If the Contractor is leasing field supervision vehicles for this Program, the Contractor is instructed to include leasing costs in Section 6.a. Field Supervisor vehicle leasing costs.

The Contractor is instructed to include Driver Permit Fees in Section 6.b (See Section 4.2.4.1 “Driver Permit Fees”). The Contractor is to note that the anticipated Driver Permit Fees are conditioned upon approval, and if approved during the prior fiscal year, those costs are to be included in this Report.

The Contractor is instructed to add any other miscellaneous costs necessary to include all costs from the prior fiscal year.

(G) The Contractor is instructed to list the total of all costs on Report 7 in the Total Vehicle Operations Function line.

Total Vehicle Operation Function = (Section 1 + Section 2 + Section 3 + Section 4 + Section 5 + Section 6)

REPORT 7 – DETAILED VEHICLE OPERATIONS FUNCTION COSTS

Cost Category	Actual Costs
Section 1. Labor Costs (transferred the totals listed on Report 3, Total Labor Costs – Vehicle Operations)	
a. Salaries and Wages	
b. Paid Absences	
c. Fringe Benefits	
Section 2. Service Costs	
a. Driver Uniform Services	
b. Security Services	
c. Drug Testing Services	
d.	
e.	
Section 3. Materials and Supplies	
a. Revenue Vehicles Fuel Costs	
b. Lubricants	
c. Tires and tubes	
d. Driver Training Materials	
e. Office Supplies	
f. Safety Vests	
g. Furniture	
h. Computer Equipment	
i. Radio System	
j. RSDS Software Costs	
k. RSDS Warranties and Licensing Fees/Costs	
l. RSDS Annual Fees	
m. Tablet Costs	
n. Farebox Collection Software	
o. Farebox Collection Software Licensing Fees	
p. Farebox Collection Software Annual fees	
q. Facility Surveillance System Costs	
r.	
s.	
t.	
u.	
v.	
w.	
Section 4. Utilities	
a. Electricity Costs (for charging/fueling stations)	
Section 5. Taxes	
a. Lubricant Taxes	
b. Fuel Taxes – Revenue Vehicles Only	
c. Vehicle Licensing and Registration Fees (non-revenue field supervision vehicles, if any)	
Section 6. Miscellaneous Costs	
a. Field Supervisor Vehicle Leasing Costs	
b. Driver Permit Fees	
c.	
d.	
Total Vehicle Operations Function (Sum of Sections 1 through 6)	

REPORT 8 - INSTRUCTIONS FOR DETAILED VEHICLE MAINTENANCE FUNCTION COSTS

Vehicle Maintenance Function captures activities associated with revenue and non-revenue vehicle maintenance comprised of:

- Servicing and Fueling Vehicles,
- Inspection, Maintenance, and Repair of Vehicles, and
- Administration of Vehicle Maintenance.

(A) Section 1 – “Labor Costs.” The Contractor is instructed to transfer totals from Report 4, Line 1 Total Labor Costs to Report 8, Section 1.

(B) Section 2 - “Service Costs” include the labor and other work provided by outside organizations for fees and related expenses. In most incidents, the Contractor procures services from an outside organization as a substitute for in-house employee labor, except in the case of independent audits, which could not be performed by employees in the first place. The Contractor usually substitutes services for in-house labor because the skills offered by the outside organization are needed for only a short period of time or are better than internally available skills. The charge for these services is usually based on the labor hours invested in performing the service. Services include professional and technical services, contract maintenance services, and security services.

Section 2 of Report 8 lists some examples of types of service that would be included in this section. The Contractor is instructed to add those services used during the prior fiscal year, which fall under the Vehicle Maintenance Function. The Contractor is instructed to list all service costs related to the Vehicle Maintenance Function in Section 2 of Report 8. The Contractor can modify Report 8 - Section 2 to include all the services used during the prior fiscal year.

(C) Section 3 - “Materials and Supplies” are tangible products obtained from outside suppliers or manufactured internally. Shipping, purchase discounts, cash discounts, sales taxes, and excise taxes (except on fuel and lubricants) are included in the cost of the material or supply.

Section 3 of Report 8 lists some suggested materials and supplies cost categories. The Contractor is instructed to list all material and supply costs related to the Vehicle Maintenance Function in Cost Report 8, Section 3 - Materials and Supplies. The Contractor can modify Report 8 to add as many line items in Section 3 as necessary to include all the services used during the prior fiscal year.

The Contractor is instructed to include all non-revenue vehicle fuel costs in Section 3.f. materials and Supplies, Fuel Costs on Report 8.

(D) Section 4 – “Taxes.” The Contractor is instructed to complete Section 4 of Report 8. If the Contractor purchased maintenance service vehicles for this Program, the Contractor is to include the vehicle licensing and registration fees for non-revenue maintenance support vehicles in 4.b. Taxes, Vehicle Licensing, and Registration Fees.

Any fuel taxes associated with the fueling of all the non-revenue vehicles are to be included in Section 4 of Report 8.

(E) Section 5 - "Miscellaneous Costs" are expenses that cannot be attributed to any of the other major cost object classes (Labor, Service, Materials and Supplies, Utilities, Casualty and Liability Costs, and Taxes). The Contractor is instructed to complete Section 5 of Report 8. Sample line items have been added to this Section. The Contractor is only to include those miscellaneous costs that apply to the prior fiscal year. The Contractor may add additional line items in this Section as needed.

If the Contractor is leasing maintenance support vehicles for this Program, the Contractor is instructed to include the vehicle leasing costs in 5.a Miscellaneous Costs, Maintenance Support Vehicle Leasing Costs.

(F) The Contractor is instructed to list the total of all costs on Report 8 in the Total Vehicle Maintenance Function line.

Total Vehicle Maintenance Function = (Section 1 + Section 2 + Section 3 + Section 4 + Section 5)

REPORT 8 – DETAILED VEHICLE MAINTENANCE FUNCTION COSTS

Cost Category	Actual Costs
Section 1. Labor Costs (transferred from the totals listed on Report 4, Total Labor Costs – Vehicle Maintenance)	
a. Salaries and Wages	
b. Paid Absences	
c. Fringe Benefits	
Section 2. Service Costs	
a. Mechanic Uniform Services	
b. Towing Services	
c. Body work Services	
d. Modem Installation Services	
e.	
Section 3. Materials and Supplies	
a. Spare Parts	
b. Shop equipment	
c. Tools	
d. Graffiti Removal Supplies	
e. Tires for Non-Revenue Vehicles	
f. Fuel costs (all non-revenue vehicles)	
g. Supplies	
h. Computer Equipment	
i. Purchase of 50 modems	
j.	
k.	
l.	
Section 4. Taxes	
a. Fuel Taxes (non-revenue vehicles)	
b. Vehicle Licensing and Registration Fees (non-revenue maintenance vehicles, if any)	
Section 5. Miscellaneous Costs	
a. Maintenance Support Vehicle Leasing Costs	
b. Travel/Training Costs for Mechanics	
c.	
d.	
e.	
f.	
g.	
Total Vehicle Maintenance Function (Sum of Sections 1 through 5)	

REPORT 9 - INSTRUCTIONS FOR DETAILED FACILITY MAINTENANCE FUNCTION COSTS

Facility Maintenance Function costs capture activities related to keeping buildings, structures, and other non-vehicle assets operational and in good repair, including administrative and clerical support. Sub-functions under Facility Maintenance include:

- Maintenance of Vehicle Operations Equipment,
- Maintenance of Operating and Maintenance Buildings, Grounds, and Equipment,
- Maintenance of Administrative Buildings, Grounds, and Equipment, and
- Administration of Facility Maintenance.

(A) Section 1 – “Labor Costs.” The Contractor is instructed to transfer totals from Report 5, Line 1 Total Labor Costs to Report 9, Section 1.

(B) Section 2 - “Service Costs” include the labor and other work provided by outside organizations for fees and related expenses. In most incidents, the Contractor procures services from an outside organization as a substitute for in-house employee labor, except in the case of independent audits, which could not be performed by employees in the first place. The Contractor usually substitutes services for in-house labor because the skills offered by the outside organization are needed for only a short period of time or are better than internally available skills. The charge for these services is usually based on the labor hours invested in performing the service. Services include professional and technical services, contract maintenance services, and security services.

Section 2 of Report 9 lists some examples of types of service that would be included in this section. The Contractor is instructed to add those services used during the prior fiscal year, which fall under the Facility Maintenance Function. The Contractor is instructed to list all service costs related to the Facility Maintenance Function in Section 2 of Report 9. The Contractor can modify Report 8 - Section 2 to include all the services used during the prior fiscal year.

(C) Section 3 - “Materials and Supplies” are tangible products obtained from outside suppliers or manufactured internally. Shipping, purchase discounts, cash discounts, sales taxes, and excise taxes (except on fuel and lubricants) are included in the cost of the material or supply.

Section 3 of Report 9 lists some suggested materials and supplies cost categories. The Contractor is instructed to list all material and supply costs related to the Facility Maintenance Function in Section 3 of Report 9 Service Costs. The Contractor can modify Report 9 to add as many line items in Section 3 as necessary to list all the services used in the prior fiscal year.

(D) Section 4 – “Taxes.” The Contractor is instructed to complete Section 4 of Report 9. The Contractor is to include any property taxes if the Contractor is required to pay the property tax as a condition of the Contractor’s lease agreement(s).

(E) Section 5 - "Miscellaneous Costs" are expenses that cannot be attributed to any of the other major cost object classes (Labor, Service, Materials and Supplies, Utilities, Casualty and Liability Costs, and Taxes). The Contractor is instructed to complete Section 5 of Report 9. The Contractor is to include those miscellaneous costs that apply to the prior fiscal year. The Contractor may add additional line items in this Section as needed to capture all costs from the prior fiscal year.

(F) The Contractor is instructed to divide the Facility leasing costs, based on square footage, between the Administrative Building (including the administrative parking lot area) and Maintenance Facility (including revenue vehicle parking lot, bus wash area, maintenance area, and all other area's directly related to the maintenance and operation of revenue vehicles), and entered the costs in Report 9, Section 6 - Facility Leasing Costs.

REPORT 9 – DETAILED FACILITY MAINTENANCE FUNCTION COSTS

Cost Category	Actual Costs
Section 1. Labor Costs (transferred from the totals listed on Report 5, Total Labor Costs -Facility Maintenance)	
a. Salaries and Wages	
b. Paid Absences	
c. Fringe Benefits	
Section 2. Service Costs	
a. Custodial Services	
b. Ground Maintenance/Care Services	
c. Building Permits (if any)	
d.	
e.	
Section 3. Materials and Supplies	
a. Cleaning Supplies and equipment	
b. Light bulbs, and other consumables	
c.	
d.	
e.	
f.	
g.	
h.	
i.	
j.	
Section 4. Taxes	
a.	
b.	
c.	
Section 5. Miscellaneous Costs	
a.	
b.	
c.	
d.	
e.	
Total Facility Maintenance Function (Sum of Sections 1 through 5)	
Section 6. Facility Leasing Costs	
a. Administrative Facility Leasing Costs	
b. Maintenance Facility leasing costs	
Total Facility Leasing Costs (line 7 + line 8)	

REPORT 10 - INSTRUCTIONS FOR DETAILED GENERAL ADMINISTRATION FUNCTION COSTS

General Administration Function costs capture activities associated with the general administration of the transit operator. Sub-functions under General Administration are:

- Finance and Accounting,
- Purchasing and Storage,
- Customer Relations,
- Risk Management,
- Safety,
- Human Resources,
- Legal,
- Information Technology,
- Office Management,
- General Management,
- And General Functions.

(A) Section 1 – “Labor Costs.” The Contractor is instructed to transfer totals from Report 6 to Report 10, Section 1.

(B) Section 2 - “Service Costs” include the labor and other work provided by outside organizations for fees and related expenses. In most incidents, the Contractor procures services from an outside organization as a substitute for in-house employee labor, except in the case of independent audits, which could not be performed by employees in the first place. The Contractor usually substitutes services for in-house labor because the skills offered by the outside organization are needed for only a short period of time or are better than internally available skills. The charge for these services is usually based on the labor hours invested in performing the service. Services include professional and technical services, contract maintenance services, and security services.

Section 2 of Report 10 lists some examples of types of service that would be included in this section. The Contractor is instructed to add those services which the Contractor used during the prior fiscal year, which fall under the General Administration Function. The Contractor is instructed to list all service costs related to the General Administration Function in Section 2 of Report 10 Service Costs. The Contractor can modify Report 10 to add as many services in Section 2 as necessary to list all services used during the prior fiscal year.

(C) Section 3 - “Materials and Supplies” are tangible products obtained from outside suppliers or manufactured internally. Shipping, purchase discounts, cash discounts, sales taxes, and excise taxes (except on fuel and lubricants) are included in the cost of the material or supply.

Section 3 of Report 10 lists some suggested materials and supplies cost categories. The Contractor is instructed to list all material and supply costs related to the General Administration Function in Section 3

of Report 10. The Contractor can modify Report 10 to add as many line items in Section 3 as necessary to include all costs incurred during the prior fiscal year.

(D) Section 4 – “Casualties and Liabilities.” The Contractor instructed to complete Section 4 of Report 10. Section 4 contains sample line items. Section 4 includes all insurance costs. The Contractor is to include the settlement costs from the prior fiscal year. The Contractor can modify Report 10 to include the line items necessary to complete to list all settlements from the prior fiscal year.

(E) Section 5 – “Utilities.” The Contractor is instructed to complete Section 5 of Report 10. Section 5 contains sample line items. The Contractor can modify Report 10 to include the line items necessary to list all costs from the prior fiscal year.

(F) Section 6 – “Taxes.” The Contractor is instructed to complete Section 6 of Report 10. Section 6 contains sample line items. Included in this section should be any fees or taxes not listed in any of the other Reports that are imposed by the Federal, State, or local agencies for the operation of the services as outlined in this RFP. The Contractor can modify Report 10 to include the line items necessary to capture all remaining taxes paid in the prior fiscal year.

If the Contractor purchased vehicles for management personnel for use in the management of the services as outlined in this RFP services, the Contractor is instructed to include the vehicle licensing and registration fees in 6.a. Taxes, Vehicle Licensing, and Registrations Fees.

(G) Section 7 - “Miscellaneous Costs” are expenses that cannot be attributed to any of the other major cost object classes (Labor, Service, Materials and Supplies, Utilities, Casualty and Liability Costs, and Taxes). The Contractor is instructed to complete Section 5 of Report 10. Sample line items have been added to this Section. The Contractor is only to include those miscellaneous costs that apply to the prior fiscal year. The Contractor may add additional line items in this Section as needed.

If the Contractor is leasing vehicles for management personnel for use in the management of the services as outlined in this RFP services, the Contractor is instructed to include the vehicle leasing costs in 7.a. Miscellaneous Costs, Management Vehicle Leasing Costs.

REPORT 10 – DETAILED GENERAL ADMINISTRATION FUNCTION COSTS

Cost Category	Actual Costs
Section 1. Labor Costs (transferred for the totals listed on Report 6, Total Labor Costs – General Administration)	
a. Salaries and Wages	
b. Paid Absences	
c. Fringe Benefits	
Section 2. Service Costs	
a. Auditing Services	
b. Legal Services	
c.	
d.	
Section 3. Materials and Supplies	
a. Office Supplies	
b. Furniture	
c. Computer Equipment	
d. Training Materials	
e. Printing Equipment	
f. Phone System	
g.	
h.	
i.	
j.	
Section 4. Casualties and Liabilities	
a. Insurance costs	
b. Settlements	
c.	
d.	
Section 5. Utilities	
a. Phone System	
b. Internet services	
c. Utilities	
d. Garbage Collection	
e.	
Section 6. Taxes	
a. Vehicle Licensing and Registration Fees (non-revenue management vehicles, if any)	
b.	
c.	
Section 7. Miscellaneous Costs	
a. Management Vehicle Leasing Costs	
b.	
c.	
d.	
Total General Administration Function (sum of Sections 1 through 7)	

REPORT 11 - INSTRUCTIONS FOR SUMMARY OF COSTS

The Summary of Costs Report shall equal the total yearly costs for the Service.

(A) The Contractor is instructed to transfer the total of Report 7 - Total Vehicle Operations Function to Line 1 Vehicle Operations Costs of Report 11.

(B) The Contractor is instructed to transfer the total of Report 8 – Total Vehicle Maintenance Function to Line 2 Vehicle Maintenance Costs of Report 11.

(C) The Contractor is instructed to transfer the total of Report 9 – Total Facility Maintenance Function to Line 3 Facility Maintenance Costs of Report 11.

(D) The Contractor is instructed to transfer the total of Report 10 – Total General Administration Function to Line 4 General Administration Costs of Report 11.

(E) The Contractor is instructed to enter their profit from the prior fiscal year on Report 11, Line 5 Profit.

(F) The Contractor is instructed to enter the sum of Report 11, Lines 1 to 5 on Report 11, Line 6 Total Contractor Costs.

$$\text{Report 11, Line 6} = (\text{Line 1}) + (\text{Line 2}) + (\text{Line 3}) + (\text{Line 4}) + (\text{Line 5})$$

(G) The City will complete the rest of Report 11. The Contractor is instructed not to enter any information in Lines 7 or 8 of Report 11.

REPORT 11 - SUMMARY OF CITYRIDE PARATRANSIT SERVICE COSTS

Cost Category	Actual Costs
1. Vehicle Operations Costs	
2. Vehicle Maintenance Costs	
3. Facility Maintenance Costs	
4. General Administration Costs	
5. Profit	
6. Total Costs (Sum of line 1 to 5)	
For City Use Only – Do not enter data below this line.	
7. WiFi Service Costs	
8. Other Costs: (List separately)	
a.	
b.	
c.	
TOTAL CITYRIDE PARATRANSIT SERVICE COSTS (Sum of Line 6 + Line 7 +Line 8)	

EXHIBIT 16

SPECIFIC VEHICLE SERVICE REQUIREMENTS FOR SYSTEMS/SUBSYSTEMS

EXHIBIT 16 – SPECIFIC VEHICLE SERVICE REQUIREMENTS FOR SYSTEMS/SUBSYSTEMS

Preventive Maintenance of Vehicles and Safety Inspection

The maintenance program submitted by Contractor for the City-issued vehicles shall meet or exceed the manufacturer's recommended or specified guidelines, including all "add-on" equipment installed by a second stage manufacturer. When two service categories are provided by the manufacturer, such as "normal service" and "severe service," the severe service category guidelines will be used in establishing the PMI program by the Contractor. In addition, all maintenance work shall conform, but not be limited to, the requirements of the California Code of Regulations, Title 13, Division 2, Chapter 6.5, Article 6, §1232, and Title 49 of the Code of Federal Regulations. Where a conflict exists between Federal, State, local, or the manufacturer's recommended or specified guidelines, the Contractor shall apply the more stringent requirement.

All vehicles shall have a preventative maintenance/safety inspection, including complete vehicle lube, performed every 3,000 miles or 30 days, whichever occurs first. The engine, transmission, and differential service that may be included will be determined by the application. Specific service requirements for various systems/subsystems that may be included will be determined by the application. Refer to the following sections for specifications.

See Exhibit 18 for a list of additional OEM suggested maintenance and associated maintenance schedule.

Ford V10 6.8 Liter CNG Engine

Oil change intervals shall be included in every preventative maintenance/safety inspection interval (every 3,000 miles or 30 days, whichever occurs first). The Contractor shall only use engine oil that meets the manufacturer's specifications. The Contractor shall keep on file documentation that the engine oil being used meets the manufacturer's specifications. The Contractor shall send a clean oil sample to an independent lab, at least once a year, to verify that the oil being used meets the manufacturer's specifications and keep the results on file.

All spin on fuel filters shall be replaced during every preventive maintenance/safety inspection interval (3,000 miles or 30 days, whichever occurs first).

The Contractor is to change the engine air filter and the fuel filter every 18,000 miles.

The Contractor is to follow the Ford specified severe-duty tune-up specifications of the 36,000-mile intervals. The engine tune-up shall include, but not be limited to, a complete performance evaluation, replacing all spark plugs, all spark plug wires, all fuel, and air filters. The Contractor shall develop a standardized procedure that is documented on a "tune-up" form that meets these requirements. This form shall be attached to the work order.

The Contractor shall attach to the work order a copy of a printout from a five gas-analyzer or a scan tool to document the condition of the catalytic converter. The use of equipment/tools, such as an ignition scope, five gas-analyzer, and Ford scan tool along with all other manufacturer recommended tools/equipment, mandatory for the proper maintenance and reliability of modern gasoline engines using computer-controlled ignition/fuel control systems, shall be utilized at all times by properly trained journeyman level mechanics in all repairs to City-owned buses.

The entire tune-up, along with all repairs and adjustments, shall be completed and meet the manufacturer specifications, and the engine shall be in good operating order for the City to consider the tune-up complete.

Coolant shall be replaced on an annual service by June 30th of each year. The Contractor shall only use the coolant specified by the manufacturer.

Ford Triton V10 6.8 Liter Gasoline Engine

Oil change intervals shall be included in every preventative maintenance/safety inspection interval (every 3,000 miles or 30 days, whichever occurs first). The Contractor shall only use engine oil that meets the manufacturer's specifications. The Contractor shall keep on file documentation that the engine oil being used meets the manufacturer's specifications. The Contractor shall send a clean oil sample to an independent lab, at least once a year, to verify that the oil being used meets the manufacturer's specifications and keep the results on file.

All spin on fuel filters shall be replaced during every preventive maintenance/safety inspection interval (3,000 miles or 30 days, whichever occurs first).

Engine air and fuel filter changes are to be performed every 18,000 miles.

The Contractor is to follow the Ford specified severe-duty tune-up specifications of the 36,000-mile intervals. The engine tune-up shall include, but not be limited to, a complete performance evaluation, replacing all spark plugs, all spark plug wires, all fuel, and air filters. The Contractor shall develop a standardized procedure that is documented on a "tune-up" form that meets these requirements. This form shall be attached to the work order.

The Contractor shall attach to the work order a copy of a printout from a five gas-analyzer or a scan tool to document the condition of the catalytic converter. The use of equipment/tools, such as an ignition scope, five gas-analyzer, and Ford scan tool along with all other manufacturer recommended tools/equipment, mandatory for the proper maintenance and reliability of modern gasoline engines using computer-controlled ignition/fuel control systems, shall be utilized at all times by properly trained journeyman level mechanics in all repairs to City-owned buses.

The entire tune-up, along with all repairs and adjustments, shall be completed and meet the manufacturer specifications, and the engine shall be in good operating order for the City to consider the tune-up complete.

Coolant shall be replaced on an annual service by June 30th of each year. The Contractor shall only use the coolant specified by the manufacturer.

Ford V8 6.2 Liter CNG Engine

Oil change intervals shall be included in every preventative maintenance/safety inspection interval (every 3,000 miles or 30 days, whichever occurs first). The Contractor shall only use engine oil that meets the manufacturer's specifications. The Contractor shall keep on file documentation that the engine oil being used meets the manufacturer's specifications. The Contractor shall send a clean oil sample to an independent lab, at least once a year, to verify that the oil being used meets the manufacturer's specifications and keep the results on file.

All spin on fuel filters shall be replaced during every preventive maintenance/safety inspection interval (3,000 miles or 30 days, whichever occurs first).

Engine air and fuel filter changes are to be performed every 18,000 miles.

The Contractor is to follow the Ford specified severe-duty tune-up specifications of the 36,000-mile intervals. The engine tune-up shall include, but not be limited to, a complete performance evaluation, replacing all spark plugs, all spark plug wires, all fuel, and air filters. The Contractor shall develop a standardized procedure that is documented on a "tune-up" form that meets these requirements. This form shall be attached to the work order.

The Contractor shall attach to the work order a copy of a printout from a five gas-analyzer or a scan tool to document the condition of the catalytic converter. The use of equipment/tools, such as an ignition scope, five gas-analyzer, and Ford scan tool along with all other manufacturer recommended tools/equipment, mandatory for the proper maintenance and reliability of modern gasoline engines using computer-controlled ignition/fuel control systems, shall be utilized at all times by properly trained journeyman level mechanics in all repairs to City-owned buses.

The entire tune-up, along with all repairs and adjustments, shall be completed and meet the manufacturer specifications, and the engine shall be in good operating order for the City to consider the tune-up complete.

Coolant shall be replaced on an annual service by June 30th of each year. The Contractor shall only use the coolant specified by the manufacturer.

Electric Powered Vehicles

The City anticipates replacing the model year 2009, 2010, and 2011 Cityride DAR vehicles during late 2021 early 2022 with new electric battery-powered paratransit vehicles. The City plans to replace the model year 2018 Cityride DAR vehicles in mid to late 2024, followed by the model year 2019 Cityride DAR vehicles in mid-2025 with new electric battery-powered paratransit vehicles.

The Contractor shall develop a standardized procedure for each type of electric-powered vehicle assigned. The Contractor will follow the Manufacturer's recommended preventive maintenance procedures. The Contractor shall work closely with the manufacturer(s) regarding any warranty issues.

Transmissions

All transmissions using non-synthetic fluid, such as Dexron III, shall have a major service every 12,000 miles. Transmissions using non-synthetic fluid shall have a major service every 50,000 miles or 24 months, whichever comes first.

Transmissions in vehicles that were originally filled using synthetic fluid, such as TranSynd, shall be serviced using synthetic fluid. For initial break-in or new buses, the filters shall be replaced at 5,000 miles or 200 hours, whichever occurs first. For all subsequent transmission services, filters and fluid are to be replaced at 75,000 miles, 3,000 hours, or 36 months, whichever occurs first.

Remanufactured transmissions filled, before going into service, with synthetic fluid, such as TranSynd, and continually serviced using synthetic fluid, may use the severe-duty service cycle for synthetic fluid as specified for the manufacturer and model of transmission.

The Contractor must notify the Department of the various transmission service cycle(s) being used throughout the fleet.

The service shall meet or exceed the manufacturer's "Severe-Duty" service criteria guidelines/specifications, including the use of the latest manufacturer, recommended transmission fluid option(s), and included internal and any external filter replacement(s).

Differentials

All vehicle differentials shall be serviced every 24,000 miles or twelve (12) months, whichever comes first.

Brake Systems

Air brake system dryers shall be serviced every 20,000 miles or six (6) months, whichever comes first.

The Contractor shall develop systematic, standardized procedures to diagnose and repair brake systems along with performing a complete brake axle reline that meets or exceeds the manufacturer's specifications for the make and model axle being worked on. The Contractor shall develop a standardized procedure that is documented on a "brake system" form that meets these requirements. This form shall be attached to the work order.

The Contractor shall have all the appropriate equipment/tools in the shop for the various brake system applications.

EXHIBIT 17
OEM MAINTENANCE

EXHIBIT 17 - OEM SUGGESTED MAINTENANCE SCHEDULE

Maintenance Frequency	Vehicle Type			Item	Suggested Maintenance
	Gas	CNG	Electric		
Daily	X	X	X	Fuel	Fill tank/charge vehicle with the engine off, daily or as needed
Daily	X	X	X	Driver's Compartment	Clean and inspect
Daily	X	X	X	Driver's Seat	Check operation of the adjusting mechanism
Daily	X	X	X	Driver's Seat Belt	Inspect for damage
Daily	X	X	X	Driver's Window	Check operation
Daily	X	X	X	Driver's Door	Check alignment, latch, and seal
Daily	X	X	X	Windshield, Driver's Door Window	Clean and inspect for damage
Daily	X	X	X	Fire Extinguisher	Check mounting and charge percentage
Daily	X	X	X	First Aid Kit	Check contents, replenish as needed
Daily	X	X	X	Reflective Hazard Sign Kit	Check contents, replenish as needed
Daily	X	X	X	Floor Covering	Inspect for damage, wear, tears, and fasteners. Clean with vacuum or damp mop.
Daily	X	X	X	Mirrors (Interior)	Inspect for damage. Adjust for a good view
Daily	X	X	X	Mirrors (Exterior)	Inspect for loose or damaged support arms and brackets. Adjust for a good view
Daily	X	X	X	Sun Visor	Check to see that visor stays in place. Tighten as needed
Daily	X	X	X	Windshield Wipers and Washer	Check blades for streaking. Fill washer fluid reservoir as needed
Daily	X	X	X	Defroster and Front Heater Blower	Check operation by turning on the fan and defroster with the engine running
Daily	X	X	X	Dashboard Warning Lights	Warm up the engine. No red light should show, and no buzzer should sound
Daily	X	X	X	Front Heater	Check operation with engine running
Daily		X	X	Fast Idle Switch	Check engine RPMs. Adjust daily or as needed
Daily	X	X	X	Roof Escape Hatch	Check operation, then close and latch the hatch. Check seals.
Daily	X	X	X	Wheelchair Lift	Check operation. Inspect and adjust
Daily		X	X	Wheelchair Door/Brake Interlock	Check by trying to move the bus with the wheelchair lift door open
Daily	X	X	X	Door Switch (Air or Electric Doors)	Check operation
Daily	X	X	X	Door Emergency Release (Vapor Doors only)	Turn the red emergency handle. Check operation
Daily	X	X	X	Doors and Controls	Open, then close doors. Observe the action of the door
Daily		X	X	Passenger Door/Brake Interlock	Check by trying to move the bus with the passenger door open
Daily	X	X	X	Passenger Entry Steps	Clean and inspect for loose treads

OEM SUGGESTED MAINTENANCE SCHEDULE (CONTINUED)					
Daily	X	X	X	Manual Opener	Observe, lubricate, and adjust as needed
Daily	X	X	X	Door Seals	Inspect for damage
Daily	X	X	X	Rear Emergency Exit Door	Check operation. Be sure instructions are clearly marked
Daily	X	X	X	Door Flop (Panel) Alignment	Check and adjust daily or as needed
Daily	X	X	X	Passenger Seats	Clean. Inspect for damaged and loose fasteners
Daily	X	X	X	Passenger Area	Clean. Check for damage, misplaced items, and personal effects left behind by passengers
Daily	X	X	X	Rubber Floor Covering	Clean using a warm soap and water solution. Avoid excessive use of water. Check for damage to floor rubber (rips, tears, stains, etc.)
Daily	X	X	X	Closures, Access Doors	Check for secure latching
Daily	X	X	X	Reflectors	Inspect for damage. Clean as needed to assure the reflectors' visibility
Daily	X	X	X	Body Exterior	Clean body and windows daily or as needed to maintain the appearance of the bus
Daily	X	X	X	Exterior Finish and Panels	Inspect for scratches, dents, and cracks. Retouch and repair as needed
Daily	X	X	X	Rub Rails	Inspect for damage
Daily	X	X	X	Skirt Panels	Inspect for damage
Daily	X	X	X	Back-up Alarm Horn	Check by listening for the horn while backing the bus
Daily	X	X	X	Clearance Marker and Identification Lights	Check operation, clean lenses
Daily	X	X	X	Curb Lights	Check operation, clean lenses
Daily	X	X	X	Directional Lights	Check operation, clean lenses
Daily	X	X	X	Hazard Warning Lights	Place 'hazard' switch in 'on' position and check the operation of front, side, and rear lights
Daily	X	X	X	Headlights	Check high and low beam operation
Daily	X	X	X	Horn	Check operation
Daily	X	X	X	Interior Lights	Check operation
Daily	X	X	X	Step Well Lights	Check operation, clean lenses
Daily	X	X	X	Emergency Exit Lights	Check operation
Daily	X	X	X	Emergency Exit Warning Lights	Open the emergency door or window with the ignition on. The warning should be activated
Daily	X	X	X	Reading Lights	Check and repair as needed
Daily	X	X	X	Exterior Lights	Check operation, mounting, and lenses

OEM SUGGESTED MAINTENANCE SCHEDULE (CONTINUED)					
Daily	X	X	X	Tires	Check cold for proper air pressure. Look for bulges, knots, cuts, punctures, abrasions, and separation. Inspect for damaged valve stems. Replace missing valve caps.
Daily	X	X	X	Wheels	Inspect rims and wheels for damage
Daily	X	X	X	Air Conditioning Control System	Check the operation by placing the A/C system switch in the 'on' position and A/C control to 'cool,' then observe the operation
Daily	X	X	X	Compartment Access Doors	Check operation and adjustment
Daily	X	X	X	Heater, Passenger Compartment	Check operation using in-dash temperature control and console fan control
Daily	X	X	X	Public Address System	Turn on, check operation, and adjust the volume. See that the microphone bracket is secure
Daily	X	X	X	Farebox	Clean, check lighting. Keep box locked when in service.
Weekly		X	X	Compressor Tank	Bleed to remove water
Weekly	X	X	X	Side Windows	Clean and inspect for damage
Weekly	X	X	X	Ventilating (Slider) Windows	Check latches and operation. Lubricate slides with silicone, if needed
Weekly	X	X	X	Emergency Exit Windows	Check latches and seals. Emergency exits windows must open freely. Lubricate if needed
Weekly	X	X	X	Roof Skylight	Clean. Check seals for leaks
Weekly	X	X	X	Handrails, Stanchions, Modesty Panels	Inspect for damage and loose mounting bolts
Weekly	X	X	X	Interior Trim	Inspect for damage and missing screws
Weekly	X	X	X	Wall Paneling	Clean, check for loose fasteners
Monthly	X	X	X	Battery Mounting	Check that hold-down clamps are tight and in good condition
Monthly		X		Auxiliary 8-D Battery	Check tray and clamps
Monthly	X	X	X	Air Circulation System	Clean air intake and exhaust grills at the rear of the bus
Monthly	X	X	X	Louvers – Inside Air	Clean
Semi-Annual	X	X	X	All Door Seals	Apply a light coat of silicone to keep rubber supple
Semi-Annual	X	X	X	Door Motor and Base Plate	Check mounting bolts and adjusting screw jam nuts for tightness
Semi-Annual	X	X	X	Door Opening and Closing Speed (Air Doors only)	Check for proper speed. Adjust as necessary
Every 2,000 cycles		X	X	Passenger Entry Door	Inspect for damages, lubricate lower pins
Every 6,000 cycles		X	X	Passenger Entry Door	Check for damaged and loose bolts. Lubricate upper pins

OEM SUGGESTED MAINTENANCE SCHEDULE (CONTINUED)					
Every 100 operating hours	X	X		Air Conditioning Compressor	Check compressor drive belt condition and tension
Every 100 operating hours	X	X		Air Conditioning Compressor Clutch Assembly	Check for signs of overheating or slippage
Every 300 operating hours	X	X	X	Air Conditioning System General	Inspect hoses, hose clamps, fan, fan guard. Check belts and fittings for tightness
Every 600 operating hours		X	X	Air Conditioning Refrigerant Level	Check the refrigerant level at receiving tank sight glass. Check for refrigerant oil leaks. Check charge
Every 600 operating hours	X	X	X	Condenser Fan Drive Motors	Inspect fan blades for damage and proper clearance to the shroud. Inspect brushes for wear
Every 600 operating hours	X	X	X	Evaporator	Check air temperatures in and out. The temperature drop should be 15° F to 20° F
Every 600 operating hours	X	X	X	Refrigerant Valves	Inspect valve cap seals for damage and valve caps for proper tightness
Every 600 operating hours	X	X	X	Refrigerant System	Check hoses and tubing for leaks
Every 600 operating hours	X	X		Air Conditioning Compressor	Check compressor and platform mounting bolts for tightness
Every 600 operating hours	X	X		Air Conditioning Compressor Clutch Assembly	Check the wiring harness
At 100 miles, 500 miles, and every 6,000 miles thereafter	X	X	X	Dual Wheel Lug Nuts	Check torque. Tighten as needed
At 500 miles and every 6,000 miles thereafter	X	X	X	Wheel Lug Nuts	Check torque. Tighten as needed
See Brake Retarder Manual		X		Brake Retarder	Check and do mechanical maintenance
Every 6,000 miles	X	X	X	Driver's Seat	Check seat mounting bolt tightness

OEM SUGGESTED MAINTENANCE SCHEDULE (CONTINUED)					
Every 7,500 miles			X	EV High Voltage System	Perform EV high voltage system multi-point inspection
Every 12,000 miles	X	X	X	Passenger Seats	Check seat mounting bolts and brackets
Every 12,000 miles	X	X	X	Underbody	Check welds at frame and outriggers, bulkheads, and body frame
Every 12,000 miles	X	X	X	Battery	Clean and inspect for damage
Every 12,000 miles	X	X	X	Wheel Mounting Studs	Check for damaged threads
Every 12,000 miles	X	X	X	Air-Ride Springs and Shock Absorbers	Check for damage or wear. Replace if necessary. Correct any condition causing abrasion of air bags.
Every 15,000 miles			X	Charger Ventilation Filters	Inspect the ventilation filters to ensure adequate airflow, clean the filters as necessary
Every 15,000 miles			X	Charger Receptacles	Inspect charger receptacles, cables, and connector for signs of damage or unusual wear
Every 24,000 miles	X	X	X	Battery Cables	Check for frayed or damaged cables
Every 24,000 miles	X	X	X	Battery Cables	Inspect for loose or corroded terminal connections and claims
Every 24,000 miles	X	X	X	Headlights	Check headlights, aim, and adjust
Every 24,000 miles	X	X	X	Wiring	Check. See that cables are away from sharp edges and moving parts
Every 24,000 miles	X	X	X	Heater Lines	Inspect for leaks and wear

EXHIBIT 18

VEHICLE TURN-OVER INSPECTION CRITERIA

EXHIBIT 18 – VEHICLE TURN-OVER INSPECTION CRITERIA

Cityride Dial-a-Ride vehicles shall be inspected in the following areas and shall meet or exceed the following conditions or shall be subject to the performance penalties in addition to those costs associated with repairs conducted by anyone other than the Contractor to bring the vehicle(s) up to the minimum criteria as listed in this Exhibit 19.

ENGINE

Engine to be returned in a good state of tune, ready for everyday service, no missing, hard starting, rough running, or poor performance shall exist. No engine warning lights should be on.

There shall be no excessive oil leaks from gaskets or seals; a slight leaking in certain areas may be acceptable; however, what is acceptable shall be at the sole discretion of the City's Equipment Specialist.

TRANSMISSION

Transmission shall have a smooth shift in all gears and not slip or jerk on shifting. Transmission fluid shall appear clear and red, if applicable, with no more than a slight darkening. Transmission fluid shall not smell of varnish or be burned.

Transmission shall have no oil leaks from pan gaskets, shaft seal, or front input or rear output shaft seals. Slight film or weeping may be acceptable; however, what is acceptable shall be at the sole discretion of the City's Equipment Specialist.

BRAKES, SUSPENSION, AND STEERING

Hydraulic Brakes

No leaking brake fluid shall be present at drums, calipers, hoses, lines, master cylinder, ABS controllers, solenoids, or any brake system component.

Drums, discs, rotors, pads, and shoes shall not be worn beyond tolerances for safety or wear as determined by California Highway Patrol (CHP) Title 13.

Brakes shall not feel spongy and shall be capable of stopping the vehicle's safety. Evaluation of brake condition shall be the sole discretion of the City's vehicle inspectors.

Air Brakes and Air System

Compressor, governor, gauges, air drier, air lines, tanks, relay, valves, quick release valves, and all other components of the air system, including audible and visual warning devices, shall be fully functional, in proper working order free from leaks (air and oil), deterioration and excessive wear. All components shall meet or exceed all standards put forth in the CHP vehicle code Title 13 regarding air brakes.

Air brakes shall hold air upon application on static tests and will have no leaks in the system.

Air brakes shall meet or exceed all standards put forth in the CHP Title 13 regarding air brakes.

Shoes and drums shall not be worn to the very minimum requirements of CHP Title 13. Shoes shall have at least 1/8" more lining than minimum requirements. Drums shall still be 1/16" under the maximum allowable diameter.

Front and Rear Suspension

Airbags shall be in good operational condition showing no leaks upon application of a mixture of soap and water. Moderate weather cracking is a normal and acceptable condition, but there shall be no excessive cracking, abrasion, or other visible damage to the airbags.

Leveling valves and all pertinent hardware shall be in good repair and function properly. No valves shall be leaking, and all adjustments shall be accurate. The kneeling function shall operate properly with proper interlock, warning devices, and acceptable recovery time.

All bushings, sway bars, trailing arms, pivot joints, Panhard rods, mounting bolts, welds, frame supports, brackets, and any other components of the suspension system shall be serviceable and in good repair with no visible damage.

All shock absorbers shall be serviceable. No bent anchor attachments shall exist, and no visible or dripping hydraulic fluid shall be evident.

Steering

Steering pump, lines, belts, reservoir, and all components shall be serviceable and in good repair. No cracks or defects shall exist in supporting bracketry and/or adjustment mechanisms. Pulleys shall run true, and alignment belts shall be properly adjusted and have a remaining useful service life. Lines shall be properly secured and shall not be leaking or chafing. The reservoir shall be clean and securely mounted with no degradation to mounting brackets or fixtures. Fluid shall be serviceable and in good condition.

The steering gearbox shall function properly throughout its range with no binding or excessive effort. Mounting shall be tight with no cracks or deformation to associated hardware and bracketing. The gearbox shall show no signs of leaking. Steering wheel free play shall not exceed CHP Title 13 requirements.

The steering column shall be securely mounted, and all tilt/telescoping mechanisms shall operate properly. All u-joint connections shall be in good repair with no excessive looseness. The steering wheel shall be free from any cracks or damage. The horn button shall operate 360 degrees at any steering wheel position and shall not bind or stick.

All tie rods/tie rod ends, connecting links, idler arms, bushings, Pitman, and any other steering component shall be in good repair and ready for immediate service.

Kingpins shall have no excessive looseness or binding while the steering is turned from side to side, and front-wheel bearing adjustment shall be within specs while tested unloaded.

BATTERY AND CHARGING SYSTEM

Batteries shall be less than two years old and shall test 12.0 volts under no load and shall pass a load test, to be determined at the sole discretion of the City inspector.

Battery(ies) shall be capable of starting the vehicle at least four times in succession.

The battery slide-out tray and compartment door shall operate properly.

Electrical cables and terminals shall be in good repair without excessive corrosion or damage.

Alternator, mounting and adjustment bracketry, cables, regulators, 12/24-volt interface mechanisms, and all other charging system components shall be in good repair and shall be documented with the correct volts/amps outputs.

The City has zero-emission, all-electric vehicles that utilize new battery technology. The batteries and electrical systems will be maintained per manufacturer specifications and recommended maintenance practices. The Contractor shall be responsible for resolving all warranty issues involving these vehicles.

The Contractor is to note that the twenty-five (25) 2019 Proterra electric vehicle battery packs will be under warranty for the term of this contract. The Contractor will be responsible for resolving all warranty issues involving these vehicles directly with Proterra.

Tires

No recap tires on the steering axle shall be accepted.

No re-grooved recaps shall be accepted.

All tires shall have a minimum of 4/32" tread in all grooves and measured at three (3) points around the circumference.

No blisters, separations, or sidewall damage shall be accepted; a slight blemish or the sidewall may be acceptable, at the sole discretion of the City's Equipment Specialist.

The City does not allow retread or regrooved tires on City-owned vehicles or any vehicle used in connection with the services outlined in this RFP. The City permits the use of recap tires on the rear axle only. No recap tires are allowed on the steering axle.

Bumpers and Body

All exterior body panels are to be free from damage; one (1) or two (2) minor dents less than the dimension of 2"x 2" will be allowed, but the body is to be maintained straight and dent free during the contract period and to be repaired as soon as possible.

Glass, Window Framing, and Emergency Exits

Glass shall be free of cracks, pits, or scratches and free from graffiti.

The glass that has been replaced during the contract period shall have been replaced with approved safety glass as called for in CHP Title 13.

Glass shall be inspected to make sure it meets the above safety standards, including the seal of the manufacturer, including approved identifying marks, and, if deemed unacceptable, the Contractor at their expense must replace it before returning to the City.

All inside and outside window framing shall be in good repair and free from permanently etched in graffiti. All slider mechanisms shall operate properly. All tilt-out mechanisms shall operate properly. All window hardware (such as gas-charged struts, latches, hinges, etc.) shall be in place and fully functional.

All emergency exits and roof vents shall be in good repair and fully functional. Cables, release mechanisms, and latches shall be in good repair and proper adjustment. All pertinent labeling shall be affixed and legible.

Doors

Doors shall open and close smoothly throughout their range of motion.

Doors shall fit tightly against the doorframe when closed with no air gaps.

Manually operated doors shall not require an extreme amount of effort on the operator to open or close but rather shall require a moderate amount of effort to open or close.

Sensitive edges shall function properly on all doors that are equipped with sensitive edges. There shall be no tears or rips on the edges or on the weather stripping to ensure a good seal around the door assembly.

There shall be no air leaks or electrical shorts in the door operating mechanisms. All doors shall operate properly without excessive wear to the linkages, pivots, and joints.

Paints

All painted surfaces shall be in good condition. Normal wear and tear to finish are to be expected, but paint is to be maintained at a high level of finish throughout the contract period as the City wishes to present the best possible image to the public.

All painted surfaces shall be free from graffiti and scratches, and there shall be no perceivable difference in gloss or shades of individual colors.

Air Conditioning

Air conditioning shall be in excellent working order for both dash and rear units, if applicable.

Air conditioning must adequately cool the vehicle on a hot day. This shall be determined by the City's Equipment Specialist. If cooling is not sufficient, the unit must be repaired by the Contractor before it is returned to the City.

Air conditioning is to be maintained at a high level throughout the contract period, as the City wishes to provide a comfortable environment for its customers.

Heaters

All heaters, both front and rear, shall be maintained fully operational throughout the contract period and shall be inspected prior to the return of the vehicles to the City.

All components of the heating system shall function properly. No part of the system shall be bypassed. Front and rear units, if so equipped, shall both be operational.

Defrosters shall operate effectively, with no undue looseness or binding of the control levers or knobs. The thermostat controls shall function properly.

Interior Furnishings

The driver's seat shall be in good repair and fully functional. All adjustment mechanisms, whether mechanical or air actuated, shall operate properly through their full range. Cushioning shall be in good repair and ready for immediate service. The suspension system shall operate properly with appropriate dampening. Pivot pins and bushings shall not be excessively worn. Upholstery shall be in good repair.

All driver's controls, switches, and gauges shall be fully operational. Cables and knobs shall not require excessive force to operate and shall travel smoothly through their entire range. All labeling shall be affixed and legible. Appropriately backlighting, panel lighting, and driver's lights shall be operational.

All interior lights, including passenger-reading lamps, shall be fully functional and ready for immediate service.

The stop request system shall be fully operational. Cables and fasteners shall be in good repair.

Passenger Announcement (P.A.) system shall be fully functional.

Stanchions, grab rails, modesty panels, and driver's barrier shall be in good repair with all fasteners in place and properly tightened.

Passenger seats shall be clean and in good repair, and ready for immediate service. All cushioning, covering materials, reclining mechanisms, footrests, armrests, seat backs, frame structures, and mounting devices shall be in acceptable condition.

All other interior furnishings, including flooring underlayment covings, side and roof panels, rear bulkhead A/C door, all mirrors, decals, and step treads, shall be in good repair and ready for immediate service.

Wheelchair Lifts and Securement Locations

Wheelchair lifts shall be in good operating condition, and all vehicle safety interlock devices, as required by CHP Title 13, shall also be in good working condition.

If the lifts or safety devices are not in proper working order, they must be repaired before returning the vehicle to the City.

All componentry of the originally supplied securement package shall be present and accounted for. Tie-downs, straps, belts, tracks, locks, flip seats, and all other components shall be fully functional and in good repair.

All Safety Equipment

All safety equipment such as horns, wipers, defrosters, hazard flashers, and back up alarms shall be in good working order at the close of the contract period.

All equipment must be repaired before returning the vehicles to the City.

All ancillary equipment that was originally supplied with the vehicles (i.e., fire extinguisher, wheelchair tie-downs, reflector kits, maintenance manuals, spare tires, etc.) shall be returned to the City in good condition.

FAREBOXES

All mechanisms must operate properly. Manual Counting mechanisms must perform accurately.

All freestanding mobile data terminals and passenger interface devices associated with the Cityride Card Readers contactless fare media program must operate properly.

All computers dedicated to storage and dissemination of the data for the Cityride Card Readers program for each transit maintenance facility shall be the property of the City and returned in operating condition.

COMMUNICATION SYSTEM

All components of the Communication System must be returned in good working condition.

EXHIBIT 19

SERVICE PERFORMANCE STANDARDS

PERFORMANCE CRITERIA	PERFORMANCE STANDARD	FREQUENCY	PERFORMANCE MEASURE	PERFORMANCE PENALTY AMOUNT
1. On-Time Performance	Minimum of 95% of Cityride DAR trips must be on-time	Monthly	Number of on-time Cityride DAR trips divided by the number of scheduled Cityride DAR trips	\$200 for every percentage point below 95% (fractions of a percent will be rounded to the next whole percentage)
2. Staff Vacancies	All positions listed on the Position and Task Report will be staffed at the levels indicated throughout the term of the contract	Monthly	Number of vacancies in the positions listed on the Position and Task Report	\$100 for each day/per position not filled within either 30 days or 45 days if conducting external recruitment. Management positions vacant for more than 30 days will result in the deduction of the proposed salary from the monthly invoice.
3. Driver Availability	Minimum of 95% of the drivers listed in the Labor Position and Task Report are to be available to operate vehicles in revenue service	Daily	Number of drivers available for revenue service divided by the number of drivers listed on the Labor Position and Task Report	\$100 for each percentage point under the minimum requirement for driver availability of 95%
4. Fleet Availability	Minimum of 90% fleet availability	Daily	Number of buses available for service compared to the number of buses needed to meet 100% service	\$500 per bus not meeting the minimum standard
5. Complaints Received	Maximum of five (5) complaints per month	Monthly	Total number of complaints received during the month	\$200 for every complaint received during the month over the maximum allowable of five (5) complaints

6. Late or Inadequate Response to Complaints	100% Compliance	Daily	Responses over three (3) business days or inadequate responses to complaints as determined by LADOT Project Manager(s)	\$200 per incident
7. Semi-Fixed Route Schedule Adherence	95% compliance with the published schedule	Monthly	Number of late trips	\$500 for every whole percentage point below the standard (fractions of a percent will be rounded to the next whole percentage)
8. Missed Cityride DAR Trips	Maximum of one (1) per month	Monthly	The number of trips over the maximum in which the vehicle arrives at the pick-up location more than thirty (30) minutes after the scheduled pick-up time or when a vehicle fails to arrive at the pick-up location.	\$400 per missed Cityride DAR trip during the month over the maximum allowable of one (1) Cityride DAR missed trip
9. Road Calls	Maximum of four (4) per month	Monthly	The number of road calls per month	\$200 for each road call above the maximum allowable of four (4) road calls per month
10. Repeat Road Calls for the Same Issue Per Month	Maximum of one (1) per month	Monthly	Each vehicle with the same issue repeated in prior road call for a month or a road call generated by inadequate or incomplete repairs of the mechanical issue(s) that caused a prior road call that month (on the same vehicle) as determined by the City	\$200 per incident over the standard
11. Excessive Response Time for Substitute Vehicle in Response to	Less than 30 minutes	Each Bus Exchange	Any substitute vehicle does not arrive and resumes service within thirty (30)	\$200 per incident

a Breakdown or Accident			minutes from the time of the vehicle breakdown, incident, or accident	
12. Preventable Accidents	Maximum of one (1) preventable accident per month	Monthly	Number of preventable accidents divided by total miles, multiplied by 100,000	\$500 for every accident over the maximum allowable of one (1) preventable accident per month
13. ADA Violations	100% compliance	Per Incident	Violations found per any vehicle audit, verifiable reported incident, or reported by LADOT Staff	\$300 per incident
14. Timely Submission and Accuracy of Contractor Required Reports	100% on-time reporting and 100% accuracy of reports submitted	Daily	The Contractor will submit all reports on time, and reported information is to be accurate.	\$200 per late or inaccurate report per day; \$1,000 for intentional falsification or intentional non-submission of report(s)
15. Excessive Length of Time for each Vehicle on the Hold List	On hold list for over fourteen (14) days	Per Vehicle	Each vehicle that is on the hold list for over fourteen (14) days	\$100 per day per vehicle on hold list between 15 days to 30 days \$200 per vehicle per day for every day on hold list over 30 days
16. CHP Terminal Inspection	100% Compliance: the minimum rating of Satisfactory and no vehicles were taken out of service	Per Incident	All facilities shall maintain a minimum CHP rating of satisfactory. No vehicles shall be in such a condition that CHP places them out of service during an inspection	\$500 for each vehicle placed out of service by CHP; \$3,000 for an unsatisfactory rating
17. Extensive Damage/Bus Fires	Zero Tolerance	Per Incident	N/A	\$5,000 in addition to Section 4.14.3; and \$10,000 additional amount if the investigation shows the cause of

				extensive damage or bus fire is due to lack of proper maintenance of the vehicle
18. Preventive Maintenance Inspection (PMI) Completed On-Time	100 % PMI on-time	Monthly	Number of buses that have completed preventive maintenance inspection compared with the number of buses due for inspection	\$200 per vehicle in which the PMI was not completed on time during the month.
19. Safety-Related Violations	100% Compliance	Per Incident	Violations found during any LADOT vehicle audit or third-party vehicle inspections	\$200 for the first violation. \$500 for a second offense (if the vehicle is found either in service or during the next vehicle audit/inspection with the same problem)
20. Vehicle Maintenance Assurance	100% Compliance	Per Incident	Any vehicle returning to the Transit Maintenance Facility from revenue service due to mechanical issues that were previously repaired within the last thirty (30) days	\$200 per incident
21. Trip On-Board Time Per Participant	95% of all participant trips will not exceed sixty (60) minutes	Per Incident	(Any trip in which the participant drop-off time minus the participant pick-up time \geq than 60 minutes) divided by total monthly trips	\$400 per percentage point below 95% (fractions of a percent will be rounded to the next whole percentage)
22. Telephone Hold Time Limits	No greater than 120 seconds	Monthly Average	Total hold-time divided by the number of calls placed on hold	\$750 when the monthly average exceeds 120 seconds
23. Driver/Reservationist Courtesy	All Drivers and Reservationists are	Per complaint received	Based on the number of complaints	\$100 per incident

	to behave in a courteous manner	reporting driver or reservationist rudeness or behaving discourteously	received from the public or City staff reporting discourteous or rude behavior	for all valid complaints as determined by the City
24. Compliance with Participant Request to use Lift/Ramp	100% Compliance	Per Incident	Based on any complaint in which the driver is accused of not deploying the wheelchair lift/ramp when a participant requested the driver to deploy the wheelchair ramp/lift	\$500 per incident, as determined by the City, in addition to the ADA Violation penalty
25. Safe Operation of the Cityride DAR Vehicle at All Times	100% Compliance	Per Incident	Based on complaints of unsafe operation of the Cityride DAR vehicle regardless of the complainant and based on accident reports taken by law enforcement agencies	\$100 per incident
26. Trip Denials	Zero Tolerance	Per Incident	Number of trip denials per month	\$200 per trip denial
27. Contractor Trip Cancellations	10% Maximum cancellations of Monthly trips	Monthly	The percentage of trips canceled and not transferred to the Paratransit Overflow Services divided by the number of total trips	\$200 for every percentage point above the 10% Maximum allowed (fractions of a percent will be rounded to the next whole percentage)
28. Other Provision Violations	100% Compliance with all RFP Provisions	Monthly	Any additional violation of any provision of the RFP not otherwise listed in this table	\$200 for initial violation per provision \$300 for additional violations per provision

ATTACHMENT A

**STANDARD PROVISIONS FOR CITY CONTRACTS
(Rev. 10/21 [v.4])**

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel ~~or materially reduce coverage or limits~~ prior to the policy expiration date, for any reason ~~except impairment of an aggregate limit due to prior claims~~.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California, **written as a qualified self-insurer through the State of California** or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____ Date: 06/24/2020

Agreement/Reference: RFP for the Operation of the Cityride Paratransit Program

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

<input checked="" type="checkbox"/>	Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	Limits
		WC <u>Statutory</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers	EL <u>\$1,000,000</u>
	<input type="checkbox"/> Jones Act	

<input checked="" type="checkbox"/>	General Liability <u>City of Los Angeles must be named as additional insured</u>	<u>\$2,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____	
<input type="checkbox"/> Fire Legal Liability _____		
<input type="checkbox"/> _____		

<input checked="" type="checkbox"/>	Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$2,000,000</u>
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_____	Professional Liability (Errors and Omissions)	_____
	Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	

<input checked="" type="checkbox"/>	Property Insurance (to cover replacement cost of building - as determined by insurance company)	<u>\$2,000,000</u>
<input checked="" type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery	
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk	
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____	

_____	Pollution Liability	_____
<input type="checkbox"/>	_____	

_____	Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
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_____	Crime Insurance	_____
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Other: A. Umbrella Liability = \$2 Million

B. Cyber Security Insurance Requirements:

____ 1. Technology Errors and Omissions Liability and Professional Misconduct Liability - limits not less than \$ 1 million per occurrence.

____ 2. Unauthorized Computer Access, Security and Privacy Liability, Network Interruption, and Cyber Extortion - limits not less than \$1 Million per occurrence.

ATTACHMENT B

**CONTRACTING PROVISIONS FOR
FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDS**

FTA Clauses – Operations

Fly America
Charter Service
School Bus Operations
Energy Conservation
Clean Air, Federal Water Pollution Control Act
Anti-Lobbying
Access to Records and Reports
Federal Changes
Recycled Products
Contract Work Hours and Safety Standards Act
No Government Obligation to Third Parties
Program Fraud and False or Fraudulent Statements and Related Acts
Termination
Debarment and Suspension (Non-procurement)
Privacy Act
Civil Rights Laws and Regulations
Violation and Breach of Contract
Public Transportation Employee Protective Arrangements
Disadvantaged Business Enterprises (DBE)
Prompt Payment
Incorporation of Federal Transit Administration (FTA) Terms
Drug and Alcohol Testing
Full and Open Competition
Prohibition Against Exclusionary or Discriminatory Specifications
Conformance with ITS National Architecture
Americans with Disabilities Act (ADA)
Notification of Federal Participation
Interest of Member or Delegates to Congress
Ineligible Contractors and Subcontractors
Other Contract Requirements
Compliance with Federal Regulations
Access to Services for Persons with Limited English Proficiency
Environmental Justice
Geographic Information and Related Spatial Data
Geographic Preference
Organizational Conflicts of Interest
Federal Single Audit Requirements
Safe Operation of Motor Vehicles

**FEDERALLY REQUIRED AND OTHER CONTRACT CLAUSES FOR TRANSIT PROJECTS
FUNDED THROUGH THE FEDERAL TRANSIT ADMINISTRATION (FTA)**

Notification of Federal Participation

The selected team of consultants/contractors for this project are subject to financial assistance obligations between the City of Los Angeles Department of Transportation (LADOT or the Agency) and the FTA of the U.S. Department of Transportation. All laws, regulations, guidelines, and provisions of the financial assistance agreement will apply to this Contract.

The following clauses are applicable to this contract and are part of the contract requirements.

Each clause has flow down requirements. These requirements state responsibilities under Federal laws, regulations, or directives, of third-party contractors and their contracts at every tier and sub-recipients and their sub-agreements at every tier.

FLY AMERICA

a) Definitions. As used in this clause—

1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

2) “United States” means the 50 States, the District of Columbia, and outlying areas.

3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was

necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.
[State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

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

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

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

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

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

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase

under this contract that may operate public transportation services.

ENERGY CONSERVATION

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

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

RECYCLED PRODUCTS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not

less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency'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 Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency 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 be paid only 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 Agency 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 Agency, 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.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] 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 Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

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

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

Termination for Default (Transportation Services)

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

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

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

DEBARMENT AND SUSPENSION

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

PRIVACY ACT

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CIVIL RIGHTS LAWS AND REGULATIONS

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination

on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees

to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;

3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

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

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

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

Remedies

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

Rights and Remedies

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

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
 - a. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts.

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBEs"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

INCORPORATION OF FTA TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not

perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

DRUG AND ALCOHOL TESTING/SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

FULL AND OPEN COMPETITION

The Recipient agrees to conduct all its third party procurements using full and open competition as provided in 49 U.S.C. § 5325(a), and as determined by FTA.

PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

FTA recipients are prohibited from using FTA assistance to support an exclusionary or discriminatory specification. See FTA's enabling legislation at 49 U.S.C. § 5325(h).

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any

subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

ENVIRONMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

GEOGRAPHIC PREFERENCE

The Recipient agrees that it will not use any state or local geographic preference, except as permitted by federal law, regulation, requirement, or guidance.

ORGANIZATIONAL CONFLICTS OF INTEREST

Engaging in practices that result in organizational conflicts of interest is prohibited per 2 C.F.R. § 200.112, *Conflict of interest*. The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest.

FEDERAL SINGLE AUDIT REQUIREMENTS

The Recipient agrees that it must obtain an annual "Single Audit," which is a financial and compliance audit consistent with the requirements of the Single Audit Act Amendments of 1996, 31 U.S.C. § 7501, et seq., and applicable U.S. DOT "Single Audit" requirements of 2 CFR Part 1201, which incorporate by reference 2 CFR Part 200, for each Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic

device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

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