

Pomona Valley Transportation Authority

Request for Proposals- Transportation Services Attachment 1

FEDERAL CONTRACT CLAUSES June 10, 2024

[Numbering of clauses and clause language is based on FTA Report No. 0105, FTA Best Practices Procurement and Lessons Learned Manual, October 2016.]

1. 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-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply and will require its subcontractors at all tiers to comply, with the record retention requirements in accordance with 2 C.F.R. § 200.333 and FTA Master Agreement, Section 9. 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 and will require its subcontractors to provide, sufficient access to inspect and audit records and information, including such records and information the Contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract as reasonably may be required to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, to the FTA and its contractors, and to the PVTA.

d. Access to the Sites of Performance. The Contractor agrees to permit the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, to the FTA and its contractors, and to the PVTA, access to the sites of performance under this contract as reasonably may be required.

6. CHARTER SERVICES

The contractor agrees to comply with 49 U.S.C 5323(d), 5323(r), FTA Master Agreement Section 28, 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 Contract 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.

7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution control Act as amended, (33 U.S.C. §§1251 -1387)

8. CIVIL RIGHTS AND EQUAL OPPORTUNITY

PVTA is an Equal Opportunity Employer. As such, PVTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, PVTA 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 Agreement, 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, 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.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of the Act, 40 U.S.C. §3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5. See FTA Master Agreement Section 24(b).

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

11. 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 and FTA Master Agreement Section 26(j).

13. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 D.F.F. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;

- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by PVTA it is later determined by PVTA the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to PVTA, 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 2C.F.R. part 180, subpart C, as supplemented by 2C.F.R. part 1200, 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.

15. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

PVTA 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 PVTA, 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.

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

19. 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.
3. **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.

20. **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 CFR Part 247. See 2 CFR 200.323 and FTA Master Agreement Section 16(d)..

21. **SAFE OPERATION OF MOTOR VEHICLES**

Seat Belts 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 PVTA.

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 Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

22. **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 measure 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.

24. SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 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 of California, or PVTA 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 parts 655 before July 1 and to submit the Management Information System (MIS) reports before March 1 to (PVTA Senior Program Manager 2120 Foothill Blvd. Suite 116 La Verne, CA 91750). To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

25. TERMINATION

Termination for Convenience

PVTA, by written notice, may terminate this contract, in whole or in part, when it is in PVTA's interest. If this contract is terminated, PVTA 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

If the Contractor fails 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, PVTA may terminate this contract for default. PVTA 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 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 PVTA.

Opportunity to Cure

PVTA, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate 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 PVTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the allotted cure period provided by PVTA after receipt by Contractor of written notice from PVTA setting forth the nature of said breach or default, PVTA 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 PVTA 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 PVTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by PVTA shall not limit PVTA's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

26. VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of PVTA

PVTA shall have the following rights in the event that PVTA 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 any material deviation from the service and other requirements herein.

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 PVTA, the Contractor expressly agrees that no default, act or omission of PVTA shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. 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 Agreement 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 the authorized representative of PVTA. 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 PVTA CEO. 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 CEO shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute

Unless otherwise directed by PVTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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 PVTA 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.

ADA Access and Nondiscrimination on the Basis of Disability

The Contractor agrees to comply with the following federal prohibitions against discrimination based on disability:

(1) Federal laws, including:

- (i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;
- (ii) Titles I, II, and III of 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 individuals with disabilities;
- (iii) 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 individuals with disabilities;
- (iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
- (v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

(2) Federal regulations and guidance, including:

- (i) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- (ii) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
- (iv) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 39;
- (v) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (vi) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (vii) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (viii) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, subpart F;
- (ix) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194;
- (x) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- (xi) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
- (xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

By entering into this Contract, Contractor hereby acknowledges that the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115232, § 889 (Aug. 13, 2018) (the Act) prohibits PVTA from procuring certain "covered telecommunications equipment or services," as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement

subject to that prohibition. Contractor **represents and warrants** that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or services” shall be provided to PVTA that would cause PVTA to be in violation of the prohibition contained in the Act.

Additionally, Contractor shall sign and submit the certification Attachment 2 Form 7 acknowledging this responsibility and certifying Contractor’s compliance.

Federal Tax Liability and Recent Felony Convictions

By entering into this Contract, Contractor hereby acknowledges that PVTA is obligated to obtain a certification that Contractor:

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Additionally, Contractor shall sign and submit the certification in Attachment 2 Form 8 acknowledging this responsibility and certifying Contractor’s compliance.

Notification of Disputes, Breaches, Defaults, and Litigation

If a current or prospective legal matter that may affect the Federal Government, State of California, or PVTA emerges, the Contractor must promptly notify PVTA who will, in turn, will notify cognizant state and federal authorities. The Contractor must include a similar notification requirement in its subcontracts at every tier.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government, State of California, and/or PVTA as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) Allegations or evidence of actual or potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance.

Knowledge, as used in this provision, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this provision, “promptly” means to refer information without delay and without change.

Lobbying

The lobbying requirements herein apply to this Contract and any subcontract at any tier for \$100,000 or more. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

Additionally, Contractor shall sign and submit the certification in Attachment 2 Form 1 acknowledging this responsibility and certifying Contractor's compliance and cause any subcontract at any tier for \$100,000 or more to include these same requirements.

Fly America

a) Definitions. As used in this clause--

"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.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"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, recipients, 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) The 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.

Changes to Federal Requirements

(a) Federal requirements that apply to PVTA or its grant award, and the applicable grant agreements may change due to changes in federal law, regulation, other requirements, or guidance, or changes in PVTA's grant agreements, including any information incorporated by reference and made part herein; and

(b) Applicable changes to those federal requirements will apply to this Contract and any subcontracts at any tier.

Contractor shall notify its subcontractors at any tier of these provisions.

Disadvantaged Business Enterprise Program

It is the policy of PVTA and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), 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. It is also the policy of PVTA to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. PVTA shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, PVTA may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with PVTA.

Contract Assurance

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 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 PVTA deems appropriate.

DBE Participation

For the purpose of this Contract, PVTA will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the California Unified Certification Program; or
2. Certified by another agency approved by PVTA.

DBE Participation Goal

The DBE participation goal for this Contract is set at 3.01%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 3.01% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsible.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed DBE Utilization Form that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule. No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the RFP. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by PVTA.
3. An original DBE Letter of Intent from each DBE listed in the DBE Participation Schedule.
4. An original DBE Affidavit from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), PVTA will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that PVTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with PVTA's DBE Coordinator (questions of RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, PVTA generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Proposer has made good faith efforts, PVTA may take into account the performance of other Proposers in meeting the Contract goals. For example, if the apparent successful Proposer failed to meet the goal but meets or exceeds the average DBE participation obtained by other Bidders, PVTA may view this as evidence of the Proposer having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by PVTA that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Proposer should make this request in writing to PVTA's Senior Program Manager. The Senior Program Manager will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. PVTA will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule without PVTA's prior written consent. PVTA may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify PVTA in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed

to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with the Sanctions for Violations provisions below.
Continued Compliance

PVTA shall monitor the Contractor's DBE compliance during the life of the Contract. It will be the responsibility of the Contractor to submit quarterly written reports to PVTA that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- PVTA to have access to necessary records to examine information as PVTA deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of PVTA, the U.S. Department of Transportation, and the Comptroller General of the United States, to inspect and audit all data and records of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in the RFP Section II B. Race Conscious Disadvantaged Business Enterprise.

Sanctions for Violations

If at any time PVTA has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, PVTA may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

Prompt Payment to Subcontractors

The Contractor is required to make payments to its subcontractors in accordance with 49 C.F.R. § 26.29(a) and applicable California law requiring more accelerated payments to subcontractors.

Incorporation of FTA Terms

The provisions herein include standard terms and conditions required by FTA, US DOT, and other cognizant federal authorities, whether or not expressly provided. All such required terms and conditions not expressly provided are incorporated by reference herein. All FTA and other federally mandated terms shall control in the event of conflict with any provision herein. The Contractor shall not perform any act, fail to perform any act, or otherwise act in any manner that would cause PVTA to be in violation of the applicable federal requirements.

Pomona Valley Transportation Authority

Request for Proposals-Transportation Services Attachment 2 Form 1

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Pomona Valley Transportation Authority

**Request for Proposals-Transportation Services
Attachment 2 Form 2**

Certification for Suspension and Debarment

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

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

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

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

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

Pomona Valley Transportation Authority

Request for Proposals-Transportation Services Attachment 2 Form 3

POMONA VALLEY TRANSPORTATION AUTHORITY DRUG-FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME

The contractor named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 9b), to inform employees about all the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355 (c), that every employee who works on the proposed contract:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME: _____

DATE EXECUTED: _____

EXECUTED IN THE COUNTY OF: _____

CONTRACTOR SIGNATURE: _____

TITLE: _____ FEDERAL I.D. NUMBER: _____

Pomona Valley Transportation Authority

Request for Proposals-Transportation Services Attachment 2 Form 4

INSTRUCTIONS - LOCAL AGENCY PROPOSER RC-DBE COMMITMENT

ALL PROPOSERS:

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

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

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract RC-DBE Goal.

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

There is a column for the percent participation of each RC-DBE. Enter the Total Claimed RC-DBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the RC-DBE, describe exact portion of time to be performed or furnished by the RC-DBE.) **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract. Form 6 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

LOCAL AGENCY PROPOSER RC-DBE COMMITMENT

This form must be submitted with the proposal.

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

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

FOR AGENCY TO COMPLETE

Agency Proposal Number _____

Federal-Aid Project Number _____

Federal Share _____

Proposal Date _____

Agency certifies that the DBE certifications have been verified and all information is complete and accurate/unless noted otherwise.

Signature of Agency Representative Date

Agency Representative (please print or type)

() -
Phone Number

Total Claimed RC-DBE Commitment: ____%

Signature of Proposer

Date () - Phone Number

Person to Contact (please print or type)

Pomona Valley Transportation Authority

Request for Proposals-Transportation Services Attachment 2 Form 5

INSTRUCTIONS - BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART I AND PART II

ALL PROPOSERS:

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

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

PART I - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal.

PART II - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal but were not selected to participate as a subcontractor on the project.

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

RFP FORM 5 – BIDDERS LIST

Proposer

RFP Number

The U.S. Department of Transportation (DOT) requires SUBRECIPIENT to create and maintain a Bidders List containing information about all firms (DBEs and non-DBEs) that bid, propose, or quote on SUBRECIPIENT’s DOT-assisted contracts in accordance with 49 C.F.R., Part 26.11. The “Bidders List” is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Proposer is to complete all requested information for every firm that submitted a bid, proposal, or quote, including the Proposer itself and any proposed subconsultants. The Bidders List form shall be submitted with each proposal submitted by the Proposer to SUBRECIPIENT and for all bids, proposals, or quotes received by the Proposer for the pre-construction phase of this Project. Please note that SUBRECIPIENT will request that this form be executed again if Proposer is awarded construction work on the Project as new subcontractors will then need to be identified. *s. **The Bidders List content will not be considered in evaluating the proposal or determining award of any contract.***

1.0 Proposer’s Information

Name of Prime’s Firm:			Phone: () -
Firm Address:			Fax: () -
City	ST	ZIP	Type of work/services/materials provided:
Number of years in business:			
Contact Person:			Title:
Is the firm currently certified as a DBE under 49 C.F.R., Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No			Check the box below for your firm’s annual gross receipts last year:
Proposer has DBE Certification in the following categories (place an “X”):			<input type="checkbox"/> Less than \$1 million
<input type="checkbox"/> African American	<input type="checkbox"/> Asian Pacific American		<input type="checkbox"/> Less than \$5 million
<input type="checkbox"/> Native American	<input type="checkbox"/> Woman		<input type="checkbox"/> Less than \$10 million
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Subcontinent Asian American		<input type="checkbox"/> Less than \$15 million
<input type="checkbox"/> Other			<input type="checkbox"/> More than \$15 million

RFP FORM __ (CONT'D) – BIDDERS LIST

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

1.0 Subcontractor's Information					
Name of Subcontractor's Firm:		Phone: () -			
Firm Address:		Fax: () -			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;">City</td> <td style="width: 10%; padding: 2px;">ST</td> <td style="width: 60%; padding: 2px;">ZIP</td> </tr> </table>		City	ST	ZIP	Type of work/services/materials provided:
City	ST	ZIP			
Number of years in business:					
Contact Person:		Title:			
Is the subconsultant's firm currently certified as a DBE under 49 C.F.R., Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No		Check the box below for your firm's annual gross receipts last year:			
Subconsultant has DBE Certification in the following categories (place an "X"): <input type="checkbox"/> African American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Woman <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other		<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million			

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

Pomona Valley Transportation Authority

**Request for Proposals-Transportation Services
Attachment 2 Form 6**

RC-DBE INFORMATION - GOOD FAITH EFFORTS

Bid Opening Date: _____

PVTA has established a Race-Conscious Disadvantaged Business Enterprise (RC-DBE) goal of 3.01% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest Proposers shall submit the following information to document adequate good faith efforts. Proposers should submit the following information even if the "Local Agency Bidder – RC-DBE Commitment" form indicates that the Proposer has met the RC-DBE goal. This will protect the Proposer's eligibility for award of the contract if the administering agency determines that the Proposer failed to meet the goal for various reasons, e.g., a RC-DBE firm was not certified at bid opening, or the Proposer made a mathematical error.

Submittal of only the "Local Agency Bidder RC-DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following types of actions will be considered as part of the Proposer's Good Faith Efforts to obtain RC-DBE participation:

- a. The names and dates of each publication in which a request for RC-DBE participation for this project was placed by the Proposer. Attach copies of advertisements or proofs of publication:

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

- b. The names and dates of written notices sent to certified RC-DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the RC-DBEs were interested. Attach copies of solicitations, telephone records, fax confirmations etc.

Names of RC-DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- c. The items of work which the Proposer made available to RC-DBE firms, including, where appropriate, any break down of the contract work items (including those items normally performed by the Proposer with its own forces) into economically feasible units to facilitate RC-DBE participation. It is the Proposer's responsibility to demonstrate that sufficient work to facilitate

Items of Work	Proposer Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

RC-DBE participation was made available to UD.

- d. The names, addresses and phone numbers of rejected RC-DBE firms, the reasons for the Proposer's rejection of the RC-DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each RC-DBE if the selected firm is not a RC-DBE.

- Names, addresses and phone numbers of rejected RC-DBEs and the reasons for the Proposer's rejection of the RC-DBEs:

2. Names, addresses and phone numbers of firms selected for the work identified above:

e. Efforts made to assist interested RC-DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to RC-DBEs:

g. Efforts made to assist interested RC-DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the RC-DBE subcontractor purchases or leases from the prime contractor or its affiliate:

h. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using RC-DBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.

Name of Agency/Organization	Method/Date of Contact	Results

i. Any additional data to support a demonstration of good faith efforts please include here.

Proposers are advised to attach all requested documents to this form.

Include any and all supplemental materials necessary in order to demonstrate Good Faith Efforts.

Pomona Valley Transportation Authority

**Request for Proposals - Transportation Services
Form 7**

Certification regarding the prohibition on certain telecommunications and video surveillance services or equipment

By entering into this Contract, Contractor hereby acknowledges that the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115232, § 889 (Aug. 13, 2018) (the Act) prohibits PVTA from procuring certain “covered telecommunications equipment or services,” as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement subject to that prohibition. Contractor **represents and warrants** that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or services” shall be provided to PVTA that would cause PVTA to be in violation of the prohibition contained in the Act.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Company Name

_____ Date

POMONA VALLEY TRANSPORTATION AUTHORITY

**REQUEST FOR PROPOSAL for Transportation Services
Form 8**

Certification for Federal Tax Liability and Recent Felony Convictions

Contractor hereby certifies that it:

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Company Name

_____ Date

Pomona Valley Transportation Authority
Request for Proposals-Transportation Services
Attachment 3

FIRST TRANSIT
WAGES AND FRINGE BENEFITS FOR PVTA

Vacation

Full time employees covered by this agreement shall receive vacation with pay each year on their seniority date, as follows:

1 year of service	5 days
2 years of service	10 days
5 years of service	15 days
10 years of service	20 days
20 years of service	25 days (effective calendar year 2026)

To receive full vacation, an employee must have worked at least 80% of their scheduled work hours (1920 – based on 48 work weeks due to scheduling needs) during the year on which the vacation is based. If an employee works less than 80%, their vacation will be prorated to the nearest full workday.

Holidays

New Year's Day
Dr. Martin Luther King, Jr.
President's Day
Memorial Day
Fourth of July
Labor Day
Veterans Day – Applicable to employees who are veterans and effective January 2025

Sick Leave

Employees shall be eligible for sick leave in accordance with the California State Law. All non-probationary employees covered by this agreement shall receive five (5) days of paid sick leave each January 1st.

ATU 401(k)

ATU 401k with Company matching contributions of 50% up to 6%.

Health and Welfare

Kaiser Southern California plan:

The Company will pay 90% of the premiums for the medical plan for employee only coverage. The employee shall be responsible for 10%.

The Company shall pay 80% of the premiums for the medical plan for employee plus one and family coverage. The employee shall be responsible for 20%.

The Company shall pay 90% of the cost for the dental plan for employee only coverage. The employee shall pay the remaining 10%.

The Company shall pay 80% of the cost for the dental plan for employee plus one and family coverage, for whichever plan the employee elects. The employee shall be responsible for the remaining 20%.

The Company shall pay 90% of the cost for the vision plan for employee only coverage. The employee shall pay the remaining 10%.

The Company shall pay 80% of the cost for the vision plan for employee plus one and family coverage, for whichever plan the employee elects. The employee shall be responsible for the remaining 20%.

Wages

Full Time Drivers-#24- Average pay rate as of 01/01/2024 \$19.78

Part Time Drivers-#3- Average pay rate as of 01/01/2024 \$19.82

Dispatchers-#8- Average pay rate as of 01/01/2024 \$21.90

Administrative Assistant-#1- pay rate as of 01/01/2024 \$22.15

Mechanic-#1- pay rate as of 01/01/2024 \$35.01

Utility-#1- pay rate as of 01/01/2024 \$18.04

**Pomona Valley Transportation Authority
Request for Proposals-Transportation Services
Attachment 4**

FLEET SCHEDULE AND EQUIPMENT LIST

Vehicles					
Unit #	License #	Description	Purchase Date	Funding Source	Mileage
148	1517042	2016 Ford E450 Starcraft	10/17	FAP	121,535
149	1517043	2016 Ford E450 Starcraft	10/17	FAP	114,807
150	1518605	2016 Ford E450 Champion	10/17	FAP	31,105
151	1299365	2016 Ford E450 Champion	10/17	FAP	33,300
152	1550151	2018 Starcraft	07/18	Prop A	72,848
153	1550147	2018 Starcraft	07/18	Prop A	94,289
154	1550148	2018 Starcraft	07/18	Prop A	89,687
155	1550150	2018 Starcraft	07/18	Prop A	88,261
832	1397412	2013 Starcraft	07/13	5310 CalTrans	128,005
833	1397320	2013 Starcraft	07/13	5310 CalTrans	123,524
835	1397319	2013 Starcraft	07/13	5310 CalTrans	114,277
836	1397318	2013 Starcraft	07/13	5310 CalTrans	125,332
837	1474656	2016 Starcraft	08/16	5310 MTA	99,204
838	1474657	2016 Starcraft	08/16	5310 MTA	101,759
839	1474658	2016 Starcraft	08/16	5310 MTA	107,630
840	1474659	2016 Starcraft	08/16	5310 MTA	102,762
841	1474660	2016 Starcraft	08/16	5310 MTA	107,362
842	1474661	2016 Starcraft	08/16	5310 MTA	99,924
843	1578610	2019 Starcraft	09/19	5310 MTA	68,204
844	1578636	2019 Starcraft	09/19	5310 MTA	63,974
845	1578637	2019 Starcraft	09/19	5310 MTA	61,090
846	1578638	2019 Starcraft	09/19	5310 MTA	70,256
847	1578639	2019 Starcraft	09/19	5310 MTA	67,451
848	1578641	2019 Starcraft	09/19	5310 MTA	71,956
156	1639263	Dodge Promaster	4/22	FAP	22,221
581	37056K2	2017 Dodge Braun	02/18	Prop A	229,650
582	37057K2	2017 Dodge Braun	02/18	Prop A	251,554
583	51477X2	Dodge Braun*	12/19	5310 MTA	89,229
584	51478X2	Dodge Braun*	12/19	5310 MTA	111,381
585	1610031	Dodge Braun*	12/20	5310 MTA	77,755
586	1610034	Dodge Braun*	12/21	5310 MTA	35,483
587	1610033	Dodge Caravan	12/21	5310 MTA	90,079
588	1610032	Dodge Caravan	12/21	5310 MTA	87,340

**Pomona Valley Transportation Authority
Request for Proposals-Transportation Services
Attachment 4**

**License number, model and delivery subject to grant execution*

Radio			
Unit #	Radio Serial #	Description	Purchase Date
148	001THY1543	Motorola Radio	10/06
149	001TGL1937	Motorola Radio	10/06
150	001THY3364	Motorola Radio	10/06
151	001THY1878	Motorola Radio	10/06
152	001THY1878	Motorola Radio	10/06
153	001THW2520	Motorola Radio	10/06
154	001THY3441	Motorola Radio	10/06
155	001TGL1975	Motorola Radio	10/06
1789	001THY1202	Motorola Radio	10/06
832	001TCW0999	Motorola Radio	10/06
833	001TJL0439	Motorola Radio	10/06
1798	001TJL1734	Motorola Radio	10/06
835	001TCW1018	Motorola Radio	10/06
20	001TGI1533	Motorola Radio	10/06
1815	001THY3566	Motorola Radio	10/06
836	001JHY3559	Motorola Radio	10/06
837	001TMY2488	Motorola Radio	10/06
838	001THY2443	Motorola Radio	10/06
839	001THW2107	Motorola Radio	10/06
840	001THY2316	Motorola Radio	10/06
841	001THY3289	Motorola Radio	10/06
842	001TFJ0565	Motorola Radio	10/06
843	001THW2116	Motorola Radio	10/06
844	001TGC0895	Motorola Radio	10/06
845	001TGC0898	Motorola Radio	10/06
846	001THY1943	Motorola Radio	10/06
847	001THY2450	Motorola Radio	10/06
848	001THY2396	Motorola Radio	10/06
1817	001TCW0632	Motorola Radio	10/06
Office	5 Portable radios with power base.		10/06

Pomona Valley Transportation Authority

Request for Proposals-Transportation Services Attachment 5

Scheduling and Dispatching Software System Desired Attributes

The CONTRACTOR will provide a Scheduling and Dispatching Software System capable of meeting PVTA service requirements. The desired features and attributes of the system identified by PVTA are detailed below:

1. Client Database
 - a. Data Conversion or Import of Existing Client Database
 - i. The CONTRACTOR as soon as practical after award of the Agreement will evaluate PVTA's current client database and develop an import process that converts the entire existing client database into a compatible format for use in the scheduling and dispatching software solution provided by the proposer.
 - ii. PVTA's current client database exists in an application (CardOne) independent of PVTA's current scheduling software. A database is also kept within the scheduling software (Ecolane).
 - b. Database Attributes
 - i. Client database shall be capable of providing a full range of data elements for each client.
 - ii. System shall be capable of tracking trip purposes for each trip with user customization possible in terms of defining various trip purposes.
 - iii. The CONTRACTOR shall be responsible for providing a fully functional client file suitable to transit system needs.
 - c. Customer Look up, Edit, Details
 - i. The customer database should allow customer service agents to readily look-up client records for edit, trip-booking, etc. System shall permit editing of all fields in a customer records on a real-time basis.
 - ii. System shall be capable of recording and displaying trip history details specific to each client.
 - iii. System must have the ability to capture information on trip cancellations and no-shows specific to individual customers.
2. Mapping Functions
 - a. General

- i. The system should provide real-time, map-based functionality in the software product offered.
 - b. Service Area
 - i. PVRTA requires that the service area boundaries of distinct service areas be readily identifiable and graphic functionality be present to determine within which service areas a trip request would fit.
 - c. Map Features and Attributes
 - i. Base maps should contain current attributes on street segments, addressing, speed limits, etc. The CONTRACOTR will be responsible for supplying a fully up-to-date map complete with all attributes necessary for point-to-point scheduling using coordinate geography (not zones). Street network shall permit definition of segment characteristics, such as speed limits, one-way direction, etc.
 - 1. PVRTA prefers the use of either widely used (Google) or open-data (OpenStreetMap) mapping data within the software application.
 - ii. System should provide methods of allowing user editing of the base map to add new streets, change municipal boundaries, define incomplete address ranges, etc., or feedback mechanism through which improvements to the map can be and are readily made by the proposer or a third party.
 - iii. Mapping functionality shall include ability to define service-based zones, such as fare zones, etc. This is critical functionality that must be provided.
 - iv. PVRTA prefers a system that displays information about local fixed-route transit agencies in order to provide feedback to system users regarding these nearby transit features.
 - d. Geocoding
 - i. Proposer will identify the geocoding engine to be utilized in the process and indicate or demonstrate its effectiveness.
 - e. Distance Computation
 - i. System shall have the capability to use street level GIS map data speed to calculate driving and length duration during the scheduling process.
 - ii. This information should also be stored with respect to individual trips.
- 3. Trip Reservations
 - a. Trip Details Entry
 - i. System should facilitate fast and accurate trip booking.

- ii. System shall be capable of processing same day trip orders.
 - iii. System shall be capable of automatically generating trip reversals, or booking the return trip from the originating trip destination to trip origin.
 - iv. System shall be capable of scheduling based on requested pick-up time or customer appointment time and shall take into account appropriate travel time variance to ensure on-time arrival at a destination.
 - v. System shall be capable of booking group trips of 6 or more passengers.
 - b. Standing Order Trip Entry
 - i. System shall be capable of accepting standing orders. System shall permit day of the week type travel dates and monthly calendar based travel dates, (e.g., first and third Wednesday of each month).
 - ii. System shall be capable of setting finite limits on the length of subscription orders.
 - c. Trip Reservation Editing
 - i. System shall provide means for a customer service representative to easily and quickly access existing trip reservations for the client in order to edit travel destination, trip dates, and/or travel times.
 - ii. System shall permit cancellation of any trip in the system in advance consistent with defined system policies on trip cancellations.
 - iii. System shall maintain a trip edit and cancellation record, by client.
 - d. Suspended Service
 - i. System shall be capable of temporarily suspending a client's eligibility for service. During this period, system shall not permit trip booking.
 - e. Personal Care Attendants, Companions, and Escorts
 - i. System shall be capable, during the course of the reservation entry process, of allowing customer service agents to add personal care attendants and companions to the trip order.
 - f. Fare Computation
 - i. System, at the conclusion of trip booking, shall provide a confirmation of the booking with fare(s), if applicable, to be paid by the user(s), escorts, or companion.
4. Scheduling Functionalities
- a. System should have capability to perform fully automated scheduling, either in batch mode or in the scheduling of individual trips.

- b. Overall Scheduling Functionality
 - i. The system should provide dispatchers with web-based tools to proactively manage On Time Performance, no-shows, cancellations, subscriptions and late trips. The web-based tools provided will allow managers/supervisors to monitor their driver's performance on real-time.
 - ii. The system should optimize same day trip orders with advance trip orders and automatically send updates to the driver application. The scheduling process shall have the capability of being completely automated and have a proven capability to function without a scheduling position initiating the scheduling.
 - iii. The automated scheduling process should continuously look to improve schedules based on real time operating factors such as cancellations, no-shows, vehicles positions, driver performance, etc.
 - iv. Different levels of optimization, configurable on a per driver basis, should allow the system administrators to set policies for the general manner in which automated scheduling takes place.
 - v. All automatic scheduling features will have either a manual confirmation or override. All schedules will be manually editable.
- c. Unscheduled Trips
 - i. System should permit trips to be placed in the system as booked but unassigned to a specific run.
 - ii. System should be capable of permitting automatic insertion of such trips into the schedule, with automatic dynamic updating of the remaining scheduled pick-ups and drop-offs on the run.
- d. Distinct Services and Zones
 - i. System must be capable of scheduling trips across distinct services with different but overlapping service zones, in accordance with PVTA's established services.
 - ii. System must be capable of recognizing zones and services and assign trips to the proper zone or service with dedicated vehicles and staff, as well as to manage distribution of rides to vehicles normally reserved for other services.
- e. Validation/Violations
 - i. System should have internal validation controls to ensure that schedules do not violate schedule and work rules.
 - ii. Additionally, system shall have capacity to evaluate overall travel time for individual passengers to ensure that system travel time limitations are not exceeded.

- iii. System shall be capable of identifying trips that violate system parameters on a real-time basis.
 - f. Manual Override
 - i. System shall provide the capability of scheduling staff to manually move trips after schedule development.
 - ii. When such overrides are made, the system shall record and time-stamp the override action in the trip record (or in an associated database) in order to provide a historical account of changes to the original (booked) reservation.
 - g. Labor Rules
 - i. System shall be capable of scheduling trips to established runs taking into account system labor rules on work hours, breaks, and employee work hours.
 - h. Accessibility Awareness
 - i. In assigning passengers to vehicles and/or vehicles to system runs, system shall be capable of recognizing the need for accessible vehicles, vehicle capacity, etc., in making said assignments.
- 5. Dispatching Functionalities
 - a. Access to Dispatch Information
 - i. System should allow dispatchers access to run itineraries based on run number, vehicle number, or client name. System shall be capable of displaying the run number, number of passengers on the run, scheduled arrival time, estimated time of arrival and any special circumstances.
 - b. Driver Assignment
 - i. System should be capable of assigning drivers to runs. System shall take into account driver work schedules, qualifications, and other factors to ensure compliance with system policies.
 - c. Vehicle Assignment
 - i. System should be capable of assigning vehicles to scheduled runs taking into account mobility needs of customers assigned to the run, thereby ensuring sufficient wheelchair capacity at all times.
 - ii. Dynamic updating of assigned vehicles must be possible in order to take into account vehicles pulled from service.
 - d. Cancellations/No-Shows
 - i. System should be capable of allowing dispatchers to process late cancellations (cancellations received after system policy time) and no-shows.
 - e. Same Day Reservation Changes/Add-Ons

- i. System should be capable of automatically displaying to the dispatcher/scheduler cancellations, same day reservations, and will-call return trips waiting for vehicle assignment (e.g., trips/reservations made but not yet assigned/scheduled).
 - f. Removal of Vehicles from Service
 - i. If the dispatcher is advised that a vehicle is not fit for service, system shall be capable of programming a vehicle substitution on the affected run(s).
- 6. Web Interface
 - a. Dispatcher and Scheduler solution should be web-based and fully functional via the newest versions of chrome and firefox.
- 7. System Parameters
 - a. System shall have capability for user specified settings that govern the scheduling process (e.g., average speed; dwell times; load times; etc.).
- 8. Reports and Data
 - a. Standard Reports
 - i. Software shall be capable of generating a range of management and service reports necessary to permit sufficient oversight of the paratransit service. Software will also provide reports that meet NTD and state requirements.
 - ii. All reports should be able to be run on demand and exportable into csv or other machine-readable format.
 - iii. System should also have the ability to run a certain report or reports on a set schedule and delivered to an email address in a particular format, i.e. daily/weekly/monthly reports on revenue and deadhead hours and miles sent to an email address of the user's in an excel file.
 - b. Custom Reports
 - i. System should be capable of permitting the user to create, format, and export user- defined reports based on any data element contained in the database.
 - ii. These custom reports should be available through a well-documented GUI or text-based querying system.
 - c. Application Programming Interface (API)
 - i. The system shall have an API through which any capable software developer can retrieve historical and real-time information about the system.
 - ii. The documentation for this API will be provided either at the time of the proposal or at the latest by the time of an interview with PVTA.

- iii. PVRTA's free right to use the API during the period of the contract either by its own staff or by its contractors, will not be restricted.
 - iv. The API should also be available to third-party developers. Any restrictions, terms, or cost to such third-party contractors must be explicitly divulged within the proposal and any resulting contract.
 - v. The API should allow basic requests of the system to be made automatically by third party applications, in particular, identifying whether service is available in an area, and booking of trip requests
 - d. Ownership of data
 - i. PVRTA shall have the rights to unlimited downloads of reports of any database element through standard and ad hoc reports, and shall own all reports generated from the system, without restriction.
 - ii. This capability will be maintained throughout the contract period.
- 9. Hardware
 - a. Driver Schedule manifest application must be compatible with Android products.
- 10. Driver App Specifications
 - a. Driver Log-In
 - i. Drivers must be able to log-on to an app through an Android tablet within the vehicle.
 - b. General Functionality
 - i. The app shall provide drivers with a manifest, passenger/trip information and other screen displays that permit performance of other actions.
 - ii. The app shall be capable of adding, updating, and saving new trip data without driver action.
 - iii. The app shall alert driver to changes in manifest.
 - iv. The app shall restrict access to certain functions while the vehicle is in motion.
 - v. The app shall be capable of automatically providing some data, such as odometer reading, and shall be capable of time-stamping all critical events.
 - c. Manifest Screens
 - i. The System Manifest Screen must provide drivers with an overview of their manifest sufficiently detailed to understand trip origins, destinations, and sequence.
 - ii. At any time after the driver has logged on to the system and received a manifest, the app shall have capability to dynamically update the manifest by inserting additional trips sent to it by the dispatch system.

- d. Navigation Functionality
 - i. The app must be capable of displaying in-vehicle maps and providing turn list directions.
 - ii. The app must be capable of providing navigation directions including voice annunciation and visual display of trip route and turn directions. This process shall be hands-free, and drivers should not have to enter destination address to use the map navigation, as the software will do this automatically.
- e. Visual/Audio Alerts
 - i. System shall be capable of providing visual and audible alerts to indicate incoming messages.
 - ii. The System shall be capable of sending a message and notifying the driver of the success or failure of the action.
 - iii. The app shall also be capable of allowing the driver to acknowledge and respond to a message.
- f. Other functionalities
 - i. The System shall have a passenger/trip information screen that provides the driver with detailed information about each stop (pick-up or drop-off).
 - ii. The driver must be able to view future scheduled trips for the specified client displaying date, scheduled time and pick up location.
 - iii. After the driver has used the app to record a rider's boarding, the unit shall issue prompts regarding any other data that needs to be completed by the driver before the driver can return to any other screen.

11. Rider Application

- a. PVRTA aims to provide clients with a streamlined process for scheduling rides effortlessly. Ideally, this would be facilitated through an open architecture, enabling third-party developers to seamlessly integrate with the scheduling engine and facilitate trip bookings via an API, as outlined in 8.c.v. However, alternative methods can also meet this objective. These may include implementing a booking widget for website integration, developing a customer web or native app, or deploying an automated phone or text system (e.g. IVR system). The proposer should detail their recommended approach for enabling automated booking initiated by end-users, provided it aligns with the capabilities of the proposed system.

12. Technical Support and Training

- a. The system must offer full support for the duration of the contract. This technical support shall include, but not necessarily be limited to:
 - i. Phone and email support with service technician/engineer during all normal administrative business hours maintained by PVTA.
 - ii. Provision of diagnostics/repairs via remote control access to system hardware/software.
 - iii. On-site technical support when required.
 - iv. Product upgrades, new releases, patches, etc. Product updates for system should fit into PVTA operational workflow.
- b. If the proposer offers training classes, refresher courses, or sponsors organized user group meetings, such support should be listed in the proposal.
- c. Training Program
 - i. Vendor shall be required to provide a combination of classroom and “hands-on” training for all software products provided. This includes on-site training. Training content and duration shall be stated specifically in the proposer’s written offer in response to this procurement.
- d. Training on Ancillary Software
 - i. If the complete system offered by the vendor relies on third party software, it shall be the responsibility of the vendor to provide training, in structure and in content, on that software equal to that provided for its own products.
- e. Manuals and Documentation
 - i. Vendor shall provide online access to documentation that is maintained to be up to date with the system currently in use by PVTA.

PVTA RFP
Attachment-6

RACE CONSCIOUS DISADVANTAGED BUSINESS ENTERPRISE (RC-DBE) SUBCONTRACTORS PAID REPORT

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

Special Instructions: The Prime shall make prompt payment of all monies due and owed to RC-DBE and non-DBE firms within 10 business days upon receipt of payment from SUBRECIPIENT as per contract agreement and Prompt Payment Act. Payment of retention shall be made to all RC-DBE and non-DBE subcontractors within 10 days after satisfactory completion of the subcontracted work. The Form is due to the SUBRECIPIENT by the 15th of each month and should reflect all payments made to subs through the last day of the previous month. The Prime must report monthly for the life of the contract, even if the sub(s) did not perform any work for the previous month. You may send this document by e-mail each month to: SubrecipientFormxxx@Local.net.

Attachment 7

RACE CONSCIOUS DISADVANTAGED BUSINESS ENTERPRISE (RC-DBE) SUBCONTRACTORS PAID REPORT

Reporting Period (Month/Yr) : <input style="width: 200px;" type="text"/>		FORM				
(Please Print or Type)						
1) Project Name:		2) Report No.:		3) Prime:		
4) Project Location:		5) Contract No.:		6) Prepared By:		
7) Prime Contractor:		8) Original Award Amount:		9) Phone #:		
10) Address:		11) Current Contract Value:		12) Contact Person:		
		13) MTA Paymt this month:		14) Phone #:		
15) City, State, Zip Code:		16) Total \$ Paid to-date to Prime:		17) Signature:		
18) Contract Award Date:		19) Date of last progress paym't rec'd from MTA:		20) (Title):		
21) UDBE (committed) Goal:	RC-DBE --%	22) % of project complete:				
Subrecipient - Local Agency No. 2		24) DOLLARS PAID THIS MONTH	25) DOLLAR AMOUNT PAID-TO-DATE	26) (Construction or Schedule Activity I.D.	27) TYPE OF WORK PERFORMED	28) Original Dollar Amount COMMITTED
(Subrecipient Name)						29) Dollar +/- resulting from Change order activity
23) PRIME						
NAME						
ADDRESS						
(Area Code) PHONE						
CONTACT						
SUBCONTRACTOR/SUPPLIER #1			-			
NAME						
ADDRESS						
(Area Code) PHONE						
CONTACT	Betty Ruble					
SUBCONTRACTOR/SUPPLIER #2			-			
NAME						
ADDRESS						
(Area Code) PHONE						
CONTACT	Paul Bunyon					
SUBCONTRACTOR/SUPPLIER #3			-			
NAME						
ADDRESS						
(Area Code) PHONE						
CONTACT						
SUBCONTRACTOR/SUPPLIER #4			-			
NAME						
ADDRESS						
(Area Code) PHONE						
CONTACT						
SUBCONTRACTOR/SUPPLIER #5			-			
NAME						
ADDRESS						
(Area Code) PHONE						
CONTACT						

Special Instructions:

The Prime shall make prompt payment of all monies due and owed to RC-DBE and non-DBE firms within 10 business days upon receipt of payment from SUBRECIPIENT as per contract agreement and Prompt Payment Act. Payment of retention shall be made to all RC-DBE and non-DBE subcontractors within 10 days after satisfactory completion of the subcontracted work. The Form is due to the SUBRECIPIENT by the 15th of each month and should reflect all payments made to subs through the last day of the previous month. The Prime must report monthly for the life of the contract, even if the sub(s) did not perform any work for the previous month. You may send this document by e-mail each month to: SubrecipientFormxxx@Local.net.

Pomona Valley Transportation Authority (PVRTA) RFP

Transportation Services

ATTACHMENT 8

RFP RC-DBE INSTRUCTIONS

For

Metro Subrecipient Agencies

June 2024

**REQUEST FOR PROPOSAL (RFP) RC-DBE LANGUAGE
RACE-CONSCIOUS BID INSTRUCTIONS
FOR
DOT-ASSISTED CONTRACTS**

The PVTA has established a RC-DBE goal for this Agreement of 3.01%.

1. DEFINITIONS

- a. The term “Disadvantaged Business Enterprise” or DBE means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- b. The Term “Race Conscious Disadvantaged Business Enterprise or RC-DBE. DBE classes have been determined to have a statistically significant disparity in their utilization in previously awarded transportation contracts. RC-DBE’s include all DBE groups, specifically: African Americans, Native Americans, Asian-Pacific Americans, Hispanic Americans, Subcontinent Asian Americans, and Women
- c. The term “Agreement” also means “Contract”.
- d. Agency also means the local entity entering into this contract with the Consultant.
- e. The term “Bidder” shall mean prime contractor or prime consultant submitting a bid or proposal to recipient organization. The terms “Proposer” or “Offeror” may also be used in lieu of “Bidder”.
- f. The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF RC-DBE INFORMATION

If there is a RC-DBE goal on this contract, the Proposer, in order to be considered responsible and responsive, must make good faith efforts to meet the goal established for the contract. If the goal is not met, the Proposer must document adequate good faith efforts. Only RC-DBE firms certified through the CUCP will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

All Proposers are required to submit the following items to PVTA:

1. The name and addresses of DBE firms that will participate in the contract.
2. A description of the work that each DBE will perform. Each DBE must be certified in the NAICS code applicable to the work the firm will perform on the contract.
3. The dollar amount of the participation of each DBE firm
4. Written documentation of the proposer's commitment to use the DBE subcontractor (the signed RC-DBE Commitment Form and/or other documentation) whose participation it submits to meet a RC-DBE contract goal, and
5. Written confirmation from each listed DBE firm that it is participating in the contract in the kind of work and amount of work provided in the proposer's commitment.

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

1. Under sealed bids, as a matter of responsiveness, or with initial proposals under contract negotiation procedures, or
2. No later than 7 days after bid opening as a matter of responsibility. The 7 days shall be reduced to 5 days beginning January 1, 2017.

4. RC-DBE PARTICIPATION GENERAL INFORMATION

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

- a. A RC-DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- b. A certified RC-DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- c. A RC-DBE Proposer not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following;
 - i. The Proposer is a RC-DBE and will meet the goal by performing with its own forces.
 - ii. The Proposer will meet the goal through work performed by RC-DBE subcontractors, suppliers or trucking companies.

- iii. The Proposer, prior to bidding, made adequate good faith efforts to meet the goal.
- d. A RC-DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- e. A RC-DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a RC-DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- f. The Proposer shall list only one subcontractor for each portion of work as defined in their bid and all RC-DBE subcontractors should be listed in the bid list of subcontractors.
- g. A prime contractor who is a certified RC-DBE is eligible to claim all of the work in the agreement toward the RC-DBE participation except that portion of the work to be performed by non-DBE subcontractors.
- h. In order to identify certified DBEs, you must only use the California Unified Certification Program Database (CUCP). **Certifications from other agencies or organizations will not be accepted.**

5. RESOURCES

- a. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposers may call (916) 440-0539 for web or download assistance.
- b. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: http://www.dot.ca.gov/hq/bep/find_certified.htm.
 - i. Click on the link in the left menu titled *Disadvantaged Business Enterprise*
 - ii. Click on *Search for a DBE Firm* link
 - iii. Click on *Access to the DBE Query Form* located on the first line in the center of the page
 - iv. Searches can be performed by one or more criteria
 - v. Follow instructions on the screen
- c. How to obtain a List of Certified DBEs without Internet Access:
If you do not have Internet Access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBE's may be ordered at:

**California Department of Transportation
Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, CA 95815-3800**

Telephone No. 916-263-0865

Please make checks payable to: Caltrans.

- d. A copy of the directory of certified DBE firms can be downloaded at:
<http://caltrans-opac.ca.gov/publicat.htm>.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBEs COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A RC-DBE, PURCHASES WILL COUNT TOWARDS THE RC-DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- a. If the materials or supplies are obtained from a RC-DBE manufacturer, 100 percent of the cost of the materials or supplies count towards the goal. A RC-DBE manufacturer is a firm that operates, or maintains a factory, or establishment that produces on the premises that materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- b. If the materials or supplies purchased from a RC-DBE regular dealer, count 60 percent of the cost of the materials or supplies. A RC-DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specification and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of doing business. To be a RC-DBE regular dealer the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a RC-DBE regular dealer, in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- c. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not RC-DBE regular dealers within the meaning of this section.
- d. Materials or supplies purchased from a RC-DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies required or fees or transportation charges for the delivery of materials or supplies on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBEs WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A RC-DBE, CREDIT WILL COUNT TOWARDS THE RC-DBE GOAL UNDER THE FOLLOWING CONDITIONS:

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

8. DBE SUBCONTRACTING FLOW DOWN REQUIREMENTS:

a. CONTRACT ASSURANCE

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

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

b. PROMPT PAYMENT PROVISIONS

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

Prompt Progress Payments to Subcontractors

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

**INSTRUCTIONS - BIDDER'S LIST OF SUBCONTRACTORS
(DBE AND NON-DBE) PART I AND PART II
(CONSTRUCTION CONTRACTS)**

ALL PROPOSERS:

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

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

PART I - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal.

PART II - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal but were not selected to participate as a subcontractor on the project.

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

RFP FORM __ – BIDDERS LIST

Proposer

RFP Number

The U.S. Department of Transportation (DOT) requires PVTA to create and maintain a Bidders List containing information about all firms (DBEs and non-DBEs) that bid, propose, or quote on PVTA's DOT-assisted contracts in accordance with 49 C.F.R., Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Proposer is to complete all requested information for every firm that submitted a bid, proposal, or quote, including the Proposer itself and any proposed subconsultants. The Bidders List form shall be submitted with each proposal submitted by the Proposer to PVTA and for all bids, proposals, or quotes received by the Proposer for the pre-construction phase of this Project. Please note that PVTA will request that this form be executed again if Proposer is awarded construction work on the Project as new subcontractors will then need to be identified. s. ***The Bidders List content will not be considered in evaluating the proposal or determining award of any contract.***

1.0 Proposer's Information

Name of Prime's Firm:			Phone: () -
Firm Address:			Fax: () -
			Type of work/services/materials provided:
City	ST	ZIP	
Number of years in business:			
Contact Person:			
Is the firm currently certified as a DBE under 49 C.F.R., Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No			Check the box below for your firm's annual gross receipts last year:
Proposer has DBE Certification in the following categories (place an "X"):			<input type="checkbox"/> Less than \$1 million
<input type="checkbox"/> African American <input type="checkbox"/> Asian Pacific American			<input type="checkbox"/> Less than \$5 million
<input type="checkbox"/> Native American <input type="checkbox"/> Woman			<input type="checkbox"/> Less than \$10 million
<input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American			<input type="checkbox"/> Less than \$15 million
<input type="checkbox"/> Other			<input type="checkbox"/> More than \$15 million

RFP FORM __ (CONT'D) – BIDDERS LIST

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

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

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

INSTRUCTIONS - LOCAL AGENCY PROPOSER RC-DBE COMMITMENT

ALL PROPOSERS:

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

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

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract RC-DBE Goal.

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

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

Exhibit 10-O1 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

LOCAL AGENCY PROPOSER RC-DBE COMMITMENT

This form must be submitted with the proposal.

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

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

<p style="text-align: center;">FOR AGENCY TO COMPLETE</p> <p>Agency Proposal Number _____</p> <p>Federal-Aid Project Number _____</p> <p>Federal Share _____</p> <p>Proposal Date _____</p> <p>Agency certifies that the DBE certifications have been verified and all information is complete and accurate/unless noted otherwise.</p> <p>_____ Signature of Agency Representative Date</p> <p>_____ Agency Representative (please print or type)</p> <p>() - Phone Number</p>	<p>Total Claimed RC-DBE Commitment: ____%</p> <hr/> <p>_____ Signature of Proposer</p> <p>_____ Date () - Phone Number</p> <p>_____ Person to Contact (please print or type)</p>
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Distribution: (1) Original - Agency files

Local Agency Proposer RC-DBE Commitment (Consultant Contracts) - Rev 062113

RC-DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date: _____

PVTA has established a Race-Conscious Disadvantaged Business Enterprise (RC-DBE) goal of ___ for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest Proposers shall submit the following information to document adequate good faith efforts. Proposers should submit the following information even if the "Local Agency Bidder – RC-DBE Commitment" form indicates that the Proposer has met the RC-DBE goal. This will protect the Proposer’s eligibility for award of the contract if the administering agency determines that the Proposer failed to meet the goal for various reasons, e.g., a RC-DBE firm was not certified at bid opening, or the Proposer made a mathematical error.

Submittal of only the "Local Agency Bidder RC-DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following types of actions will be considered as part of the Proposer's Good Faith Efforts to obtain RC-DBE participation:

- a. The names and dates of each publication in which a request for RC-DBE participation for this project was placed by the Proposer. Attach copies of advertisements or proofs of publication:

Publications	Dates of Advertisement

- b. The names and dates of written notices sent to certified RC-DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the RC-DBEs were interested. Attach copies of solicitations, telephone records, fax confirmations etc.

Names of RC-DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- c. The items of work which the Proposer made available to RC-DBE firms, including, where appropriate, any break down of the contract work items (including those items normally performed by the Proposer with its own forces) into economically feasible units to facilitate RC-DBE participation. It is the Proposer's responsibility to demonstrate that sufficient work to facilitate RC-DBE participation was made

Items of Work	Proposer Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
available to UD				

- d. The names, addresses and phone numbers of rejected RC-DBE firms, the reasons for the Proposer's rejection of the RC-DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each RC-DBE if the selected firm is not a RC-DBE.

- Names, addresses and phone numbers of rejected RC-DBEs and the reasons for the Proposer's rejection of the RC-DBEs:

- Names, addresses and phone numbers of firms selected for the work identified above:

- e. Efforts made to assist interested RC-DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to RC-DBEs:

- g. Efforts made to assist interested RC-DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the RC-DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- h. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using RC-DBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.

Name of Agency/Organization	Method/Date of Contact	Results

- i. Any additional data to support a demonstration of good faith efforts please include here.

Proposers are advised to attach all requested documents to this form. Include any and all supplemental materials necessary in order to demonstrate Good Faith Efforts.

INSTRUCTIONS – SUMMARY OF MONTHLY DBE PAYMENTS INFORMATION PVTA FORM **Attachment 6**

(CONSULTANT CONTRACTS)

SUCCESSFUL PROPOSER:

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

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

IMPORTANT: Identify **all** DBE firms that were paid during the reporting period for the project--including all RC-DBEs listed on the RC-DBE Commitment form (Exhibit 15G(1)), regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

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

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

PVTA Form **Attachment 6** must be signed and dated by the prime contractor’s representative that is responsible for reporting DBE compliance matters. The form must be submitted no later than the 15th day of each month.

RACE CONSCIOUS DISADVANTAGED BUSINESS ENTERPRISE (RC-DBE) SUBCONTRACTORS PAID REPORT

Reporting Period (Month/Yr) : <input style="width: 200px;" type="text"/>				FORM			
(Please Print or Type)							
1) Project Name:	2) Report No.:	3) Prime:					
4) Project Location:	5) Contract No.:	6) Prepared By:					
7) Prime Contractor:	8) Original Award Amount:	9) Phone #:					
10) Address:	11) Current Contract Value:	12) Contact Person:					
15) City, State, Zip Code:	13) MTA Paymt this month:	14) Phone #:					
18) Contract Award Date:	16) Total \$ Paid to-date to Prime:	17) Signature:					
21) UDBE (committed) Goal:	22) % of project complete:	20) (Title):					
RC-DBE --%							
Subrecipient - Local Agency No. 2		24) DOLLARS PAID THIS MONTH	25) DOLLAR AMOUNT PAID TO-DATE	26) (Construction or Schedule Activity I.D.	27) TYPE OF WORK PERFORMED	28) Original Dollar Amount COMMITTED	29) Dollar +/- resulting from Change order activity
(Subrecipient Name)							
23) PRIME							
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT							
SUBCONTRACTOR/SUPPLIER #1							
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT		Betty Ruble					
SUBCONTRACTOR/SUPPLIER #2							
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT		Paul Bunyon					
SUBCONTRACTOR/SUPPLIER #3							
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT							
SUBCONTRACTOR/SUPPLIER #4							
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT							
SUBCONTRACTOR/SUPPLIER #5							
NAME							
ADDRESS							
(Area Code) PHONE							
CONTACT							

Special Instructions:

The Prime shall make prompt payment of all monies due and owed to RC-DBE and non-DBE firms within 10 business days upon receipt of payment from SUBRECIPIENT as per contract agreement and Prompt Payment Act. Payment of retention shall be made to all RC-DBE and non-DBE subcontractors within 10 days after satisfactory completion of the subcontracted work. The Form is due to the SUBRECIPIENT by the 15th of each month and should reflect all payments made to subs through the last day of the previous month. The Prime must report monthly for the life of the contract, even if the sub(s) did not perform any work for the previous month. You may send this document by e-mail each month to: SubrecipientFormxxx@Local.net.

Pomona Valley Transportation Authority

Request for Proposals-Transportation Services Attachment 9



Memorandum

July 2019

Pomona Valley Transportation Authority "PVTA" is creating an incentive program for call takers and dispatchers. This incentive program will begin July 1st, 2019 and will have a budget of \$6,000.00 per year. Incentives will be awarded quarterly by PVTA staff. The program will be based on the customer service phone script for call takers and assigned on time performance for dispatchers. The goal is to have this incentive program encourage everyone taking phone calls to strive for a better customer employee relation.

To receive a \$50 gift card the employee must meet the goal ALL quarter. If the goal is only met twice in the quarter the employee will receive a \$30 gift card, and if it is only met once a \$15 gift card will be awarded.

Two calls per month will be played back and analyzed for accuracy, both calls must get at least 8 out of the 10 points to qualify for the incentive. Below is how each call will be graded:

- **Intro 2 point (1pt for saying the service name, 1pt for saying their name):**

"Good Morning/Afternoon/Evening/ thank you for calling (Service) my name is (Call takers name) how can I help you today?"

- **Complete acknowledge and transition 5pts (3 pts for acknowledgement, 2pts for transition):**

"I would be happy to help you with that!(3pts) ... Let me gather some information so that I can further assist you(2pts)..."

- **Personable Closer 3 pts (1pt for thanking customer, 1 pt for saying the clients name and 1 pt for giving a personable closer)**

"Thank you for calling (1pt) Mr. Jones(1pt) have a wonderful day! (1pt)"

"Thank you for calling (1pt) Mr. Jones (1pt) ... I hope you feel better soon! (1pt)"

"Thank you for calling(1pt) Mr. Jones(1pt) ... Enjoy your trip to the Mall! (1pt)"