

Appendix A
Commuter Vanpool Program
Scope of Work

Objective

To secure a single vanpool Service Provider to operate and market a county wide commuter vanpool program known as Sun Rideshare Vanpool Program. The goal of the vanpool program is to provide a cost effective means of transportation to local commuters so as to reduce air pollution, traffic congestion and energy consumption. The Sun Rideshare Vanpool Program is available to any commuters traveling to a work site in Pima County.

The Service Provider will operate and administer a capital lease program, as described herein, for which the Service Provider will supply the required vehicles, as well as insure and maintain these vehicles. The Service Provider will assist in vanpool formation and oversight and be responsible for driver authorization, billing and fare collection. PAG will offer the selected Service Provider a three year agreement with two (2) possible one year extensions for a maximum of five (5) years.

Background

There are currently 14 operating vanpools in the Sun Rideshare Vanpool Program and 109 participants. The fleet is made up of 7, 8, 9, 11, 12, and 15 passenger vans. These vanpools transport area commuters from their homes or nearby meeting locations to their employers/ places of work. The monthly lease cost for each van charged by the Service Provider is divided up among the vanpool passengers. Gas is paid for by the vanpool participants.

A vanpool can be started with a minimum of six (6) passengers, and should have six passengers over the long term to maintain any PAG subsidy provided. Passengers must give 30 day notice when terminating their participation in a vanpool.

Each vanpool must have a primary driver and at least one back-up driver. The primary driver signs an operating agreement with the Service Provider, which can be terminated with a 30 day notice. The primary driver is responsible for driving the van, paying the monthly lease cost, upkeep of the van, and the safe operation of the vanpool.

The Service Provider will provide marketing and outreach through the Travel Reduction Program, including advertising, outreach activities, and participation in community events; PAG may also market vanpooling as an alternative mode of transportation. In coordination

with PAG, the Service Provider shall contact major employers to market the Sun Rideshare Vanpool Program.

Service Provider Responsibilities - Overview

The Service Provider shall provide a van leasing program for commuting purposes, including all lease agreements, vehicles, vehicle maintenance and repairs, storage facilities, materials and supplies, insurance, customer service, customer billing and collection, back-up vehicles, and emergency roadside service at no cost to PAG. The Service Provider will handle all vehicle registrations and cover all related fees. The cost to remove any Service Provider decals on new vans will be paid by the Service Provider.

The Service Provider shall provide driver application forms and process all driver applications. The Service Provider will educate and train all vanpool drivers on safe driving practices. The Service Provider will collect monthly ridership data from all the operational vanpools. This data will then be reported by the Service Provider to the FTA's National Transit Database.

The Service Provider will be the main point of contact for the vanpool drivers upon the signing of the lease agreement. Any and all service requests, emergencies, billing issues, repair needs, and other vanpool issues will be directed to the Service Provider.

The Service Provider will market the Sun Rideshare Vanpool Program under PAG's direction. PAG will be notified in advance of any incentive programs or promotions the Service Provider wishes to offer in Pima County, as well as any potential contacts with local businesses.

PAG Responsibilities - Overview

PAG currently provides a monthly subsidy for each eligible van not to exceed \$500. The amount of the subsidy is determined by PAG and is a function of the number of contracted miles for the vehicle. . The Service Provider will bill PAG monthly for the subsidy and deduct the same amount from the appropriate vanpool's monthly lease cost.

PAG will maintain a list of contacts at the major employer work sites in Pima County and may provide this information to the Service Provider upon request.

PAG requires that all vanpools are registered with Sun Rideshare and that all vanpool participants register in the Sun Rideshare Commuter Database. PAG may assist vanpools in filling empty seats, as requested, by searching its commuter database for potential participants.

Primary driver responsibilities – Overview

A vanpool primary driver is a volunteer responsible for management of the vanpool, including submitting monthly payment to the Service Provider, collecting the monthly payment from the passengers, complying with the terms of the user agreement, keeping the van clean and in working order, and submitting monthly ridership logs to the Service Provider. The primary driver may delegate these responsibilities to other vanpool members, but only authorized drivers will be allowed to drive.

The primary driver must be approved by the Service Provider and is expected to drive the van in a safe manner and observe all laws and regulations. The van driver must be at least 25 years of age and submit a driving record report to the service provider to be approved as the driver of the vanpool. The primary driver must notify the Service Provider of any accidents, repairs needed, and driver violations. The primary driver is allowed to use the van for commuting purposes only, but personal mileage is allowed as long as it does not exceed the mileage specified in the user agreement.

Each vanpool must have at least one back-up driver approved by the Service Provider. Only vanpool participants approved by the Service Provider as back-up drivers are allowed to drive the van.

The driver must notify all vanpool members of any Sun Rideshare requirements, such as registering in the commuter database. The primary driver is expected to make the van available and complete all routine maintenance required in the lease agreement.

The vanpool user agreement can be terminated with a 30 day notice by the primary driver. All other passengers must give the primary driver 30 days notice when ending their vanpool membership. The primary driver can seek assistance from PAG and the Service Provider if the driver is having difficulty filling empty seats in the vanpool.

Required Services

The Service Provider agrees to provide the following services and complete the listed tasks:

- A. Vehicles: Provide vehicles that seat a minimum of seven passengers to a maximum of fifteen passengers. No vehicle provided to a program participant for use in a vanpool shall at any time exceed five model years in age or 125,000 miles usage. Service Provider shall replace any vehicle when or before it reaches these limits. All vehicles

shall be in compliance with Federal Motor Vehicle Safety Standards. Service Provider shall provide older model vehicles, if available, when requested by primary vanpool drivers to reduce monthly lease cost.

- B. Vehicle Equipment: Provide at a minimum, the following equipment with each vehicle at the time of delivery:
 - a. First aid kit fully stocked with supplies for five or more people
 - b. Fire extinguishers rated for at least Type A, B, and C fires
 - c. Two reflective safety yield triangle or three emergency road flares

- C. Vehicle maintenance: Employ a scheduled maintenance and unscheduled repair program to ensure continued reliability and performance of the vehicles used in the program. Establish partnerships with repair facilities in Pima County, so that vans can be serviced throughout the county at locations convenient to the vanpool drivers. Repair facilities will bill the Service Provider for all repair or maintenance expenses. Service Provider shall make back-up vehicles available when van is being serviced for more than one day.

- D. Roadside service: The Service Provider shall provide roadside assistance to all vanpools anywhere in Pima County 24 hours per day, seven days per week at no additional cost to the vanpool participants.

- E. Vehicle lease cost: Service Provider shall provide the lowest monthly lease cost possible to minimize the monthly fares paid by the vanpool participants. The monthly lease cost shall cover all the costs incurred by the Service Provider to provide reliable, affordable, and convenient vanpool transportation. A rate sheet for 2024-2025 must be included with the Service Provider's proposal.

- F. Vehicle registration and inspection: Service Provider is responsible for vehicle inspections, licensing, and registration in accordance with applicable federal, state, and local laws.

- G. Invoicing: The Service Provider will invoice the primary drivers at a designated time each month. The Service Provider will invoice any employer that provides a vanpool subsidy and deduct that amount from the appropriate invoice issued to the primary driver. The Service Provider will invoice PAG each month for the vanpool subsidies provided by PAG and deduct that amount from the appropriate vanpool invoice issued to the primary driver.

- H. Vanpool payment: The Service Provider will accept all forms of payment from participants which include but are not limited to cash, check and credit card, There shall be no transaction cost for any form of payment and the Service Provider shall make payment simple and accessible. The Service Provider shall make available a gas card/debit card for purchasing gas. The primary driver sets the amount of the gas card and is invoiced for the gas card along with monthly lease cost.
- I. Driver approval and use agreement: The Service Provider shall screen all primary and back-up drivers and determine who is qualified to drive for a vanpool. The Service Provider shall provide training for all approved drivers within 30 days of the start date of vanpool service. The Service Provider will prepare and enter into with the Primary Driver of each vanpool a use agreement setting forth all costs and conditions relating to the use of the vehicle by vanpool participants.
- J. Vehicle use: Provide vehicles primarily for commute trips. Personal use of the vehicle may be allowed as long as the mileage does not exceed that specified in the use agreement.
- K. Compliance with applicable laws and regulations: Comply with all state and federal laws and regulations, including but not limited to vehicle licensing, maintenance, driver training, and signage.
- L. ADA: Reasonably accommodate individual applicants and disabled applicants. Service Provider shall provide lift-equipped vehicles for commuter vanpool service when requested.
- M. Insurance: Service Provider shall procure and maintain insurance coverage during the entire term of their contract. Coverage shall be full coverage and not subject to self-insurance provisions. Contractor shall provide the following insurance coverage:
 - a. Commercial General Liability to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury with a minimum limit of \$2,000,000 per occurrence;
 - b. Automobile Liability to include owned, leased, hired and non-owned autos with a combined single limit of \$1,000,000 for each accident and a total of \$5,000,000 to PAG:
 - c. Employers' liability with minimum limits of \$1,000,000

PAG and Service Provider agree that PAG's responsibilities are limited to that described in **PAG Responsibilities – Overview** in this Scope of Work and that PAG has no liability for any loss or damages, bodily injuries, including death, damage to or loss of property as a result of, but not limited to vehicle acquisition, vehicle maintenance, vehicle operation, insurance, passenger eligibility for the vanpool program, vanpool participant agreements with Service Provider, Service Provider policies and procedures, vanpool program administration, and any other aspect of provision of vanpool service.

- N. Reporting: Service Provider shall submit monthly rider logs to PAG by the 15th of the month. Service Provider will prepare monthly NTD reports for submission to the FTA. Service Provider will prepare and submit the annual NTD report to the FTA.

- O. Marketing: The Service Provider will be responsible for marketing the vanpool program in Pima County. The Service Provider may directly contact area employers to market the vanpool program only after receiving approval from PAG. The Service Provider may work directly with interested commuters to provide information and help in the formation of the vanpool, but PAG must be notified of any new start-ups prior to their start date.

- P. Local support: The Service Provider must have at least one staff person assigned to assist in the management of vanpool services and to provide support to all local operational vanpools.