

# Request for Proposals

CITY OF WEST HOLLYWOOD  
AND  
CITY OF BEVERLY HILLS

## LOCAL TRANSIT AND PARATRANSIT SERVICES

Deadline to Submit Proposals is  
January 17, 2018



**CITIES OF WEST HOLLYWOOD AND BEVERLY HILLS  
REQUEST FOR PROPOSALS  
FIXED ROUTE, DEMAND RESPONSE, AND POINT-TO-POINT/ON-CALL  
TRANSIT SERVICES**

The Cities of West Hollywood and Beverly Hills are jointly soliciting proposals for the management, operation and maintenance of fixed route circulator, demand response non-ADA Paratransit Services, and trolley special services; and for the operation and management of taxi or other on-call transportation alternative service targeting seniors and those with disabilities. Both Cities currently offer "Demand Response" (curb to curb and door to door) dial-a-ride service and subsidized taxi options, targeting resident seniors and those with disabilities. In addition, the City of West Hollywood offers a general use fixed route circulator and the City of Beverly Hills offers a seasonal tourist trolley. Both Cities also provide special event service and other charters.

One Request for Proposals (RFP) is being issued for all three categories of service. One or more vendors may be selected to provide services for both Cities. Bidders may apply to provide one, two or all three service categories. The attached RFP includes a detailed description of the work to be performed. The proposals received will be used to determine which firms will best meet the Cities' needs. The Cities of West Hollywood and Beverly Hills reserve the right to accept any proposal or to reject any and all proposals.

Submissions should include two (2) originals, ten (10) copies and two (2) electronic PDF copies (saved on flash drives), and must be received no later than 2 p.m. on Wednesday, January 17, 2018. The sealed proposal must be clearly marked: Request For Proposal, West Hollywood & Beverly Hills Transportation Services, and be addressed to:

**City of Beverly Hills  
Office of the City Clerk, Room 290  
455 N. Rexford Drive  
Beverly Hills, CA 90210**

An optional pre-bid meeting will be held at the City of Beverly Hills Library Auditorium, 444 N. Rexford Drive, Beverly Hills, CA 90210, on Wednesday, November 8, 2017 at 10 a.m. to discuss the project. Parking is available at the Beverly Hills Library parking garage. Those wishing to attend should confirm their attendance to [transportation@beverlyhills.org](mailto:transportation@beverlyhills.org) by November 6. Those unable to attend the pre-bid meeting may submit written questions to Martha Eros, City of Beverly Hills ([transportation@beverlyhills.org](mailto:transportation@beverlyhills.org)) no later than November 6, 2017.

# **REQUEST FOR PROPOSALS**

## **CITY OF WEST HOLLYWOOD AND CITY OF BEVERLY HILLS**

### **LOCAL TRANSIT AND PARATRANSIT SERVICES**

The Cities of West Hollywood and the Beverly Hills are soliciting joint proposals for the management, operation and maintenance of their transit and paratransit services for the period July 1, 2018 through June 30, 2025, with up to three annual renewal options.

**Deadline to Submit Proposals is January 17, 2018**

**An optional pre-proposal meeting will be held at the Beverly Hills Library on:  
November 8, 2017  
10:00 a.m.**

## **CONTENTS**

### **SECTION I: Introduction and General Information**

### **SECTION II: Scope of Work and Operating Standards**

#### **A. Service Description**

##### **1. Demand Response Services**

West Hollywood Dial-A-Ride/TLC

Beverly Hills Senior Dial-A-Ride

- Hours of Service, Service Area and Eligibility
- Annual Service Hours
- Vehicles

##### **2. Fixed Route Services**

West Hollywood CityLine/CityLine X

Beverly Hills Trolley

- Routes and Hours of Service
- Annual Service Hours
- Vehicles

##### **3. Additional Shuttle Service Charters**

West Hollywood

Beverly Hills

- Service Description
- Anticipated Deliverables

##### **4. Point-to-Point/ On-Call Service (Currently Taxi Assistance Program)**

West Hollywood

Beverly Hills

- Service Description
- Anticipated Deliverables

#### **B. Required Operating Standards**

##### **1. All Services**

##### **2. Fixed Route / Demand Response**

##### **3. Point-to-Point / On-Call Service**

### **SECTION III: Screening, Selection and Award**

#### **A. Process and Evaluation Criteria**

#### **B. Protest Procedures**

### **SECTION IV: Cities' Requirements and Conditions**

## **SECTION V: Proposal Instructions**

- A. Submittal
- B. Format of Proposals:
  - 1. Proposal Narrative
  - 2. Forms
  - 3. Required Attachments
- C. Proposal Forms:

### **RFP Checklist**

**FORM I:** Cover Sheet and Bid Certification

**FORM II:** Cost Components

**FORM III:** Statement of Applicant Eligibility

**FORM IV:** Client List

## **EXHIBITS**

- 1. **Links to additional Transit Service Information**
- 2. **Overview of Services**
- 3. **Federal Clauses and Certifications**
- 4. **Vehicle Listing**
- 5. **Indemnification and Insurance Requirements**
- 6. **Current Contractor Information**

## I. INTRODUCTION AND GENERAL INFORMATION

The Cities of West Hollywood and Beverly Hills currently fund three transit models in order to address the diverse needs of their community members. Fixed route services are available to the general public, while non-ADA paratransit and on-call programs specifically target senior and disabled residents. The Cities have similar service areas and operation requirements, therefore in order to maximize program efficiency and cost effectiveness, the programs operate with shared resources. The Cities are currently seeking proposals for the joint management, operation and maintenance of all three categories of service.

Currently, the Cities use taxis to provide the most flexible transit option to older adults and individuals living with disabilities. The current contractor provides administrative services and oversight of taxi fare media distribution. For the purposes of this RFP, the Cities will also consider proposals for alternative models which provide on-call, point-to-point services from firms possessing the ability to meet the Cities' contracting requirements. The successful bidder will be experienced with providing excellent customer service and record keeping while delivering subsidy, brokerage, or on-call services to ensure an on-demand option for the target population. Collaborative proposals will also be considered.

For the Fixed Route and Demand Response services, the combined services solicited by this RFP will provide approximately 38,280 annual service hours (27,280 for West Hollywood and 11,000 for Beverly Hills), as follows:

### Anticipated **Service Hours**, FYE 2019 (Fixed Route and Demand Response)

	West Hollywood	Beverly Hills
Fixed Route/Trolley	14,300	1,200
Dial A Ride	9,230	8,000
Door to Door	3,500	1,500
Charters	250	300

For "On-Call" service, the projected number of trips provided is as follows:

	West Hollywood	Beverly Hills
<b>On-Call Trips</b>	17,000	3,200

Bidders may apply to provide one, two or all three service categories. This RFP includes a detailed description of the work to be performed. The proposal(s) that most strongly demonstrates a firm's ability to meet the Cities' requirements will lead to a contract for the period of July 1, 2018 through June 30, 2025, with three annual options to renew.

The City of West Hollywood is surrounded by the Cities of Los Angeles and Beverly Hills. The densely populated 1.9 square mile area, with a population of approximately 34,000, is intensely urban with 98.7% of the land developed for private or public uses. The community is home to significant numbers of seniors, members of the LGBTQ community and emigres from the former Soviet Union. West Hollywood has a high proportion of residents who are transit dependent, and the City has a strong commitment to social services and programs which support "Aging in Place" (see: <http://www.weho.org/residents/aging-in-place>). Many people who use the CityLine fixed route service have some difficulty using the larger public transit system. The City completed a major analysis of its transit programs in 2017. A copy of the complete report can be found at <http://www.weho.org/services/public-transportation-transit-options>.

The City of Beverly Hills is surrounded by the City of Los Angeles, with the exception of a small portion of the northeasterly border which is next to the City of West Hollywood. The 5.7 square mile City is home to 34,800 residents of which 20% are 65 years old or older.

Both Cities are bordered to the North by the Hollywood Hills. The area is served by numerous LA Metro bus lines operating on major streets such as Sunset Blvd., Santa Monica Blvd., Melrose Avenue, Fairfax Avenue, La Brea Avenue, San Vicente Blvd., and La Cienega Blvd., as well as the Metro Red Line, which has a station at Hollywood and Highland.

In order to maximize efficiencies, the Cities have agreed to jointly solicit proposals for management and operation of their respective services, and will jointly review the proposals. The contractor is required to share facilities and resources between the services to the extent possible, however the services operate and are reported on separately. Contracts for service are expected to commence July 1, 2018 and will have an initial term of seven years with three additional one year options. The Cities reserve the right to accept any proposal, or to reject any and all proposals, and to discontinue with advance notice any portion of contracted service.

Potential vendors may submit a proposal for one, two, or all three categories of service. Proposals demonstrating partnerships between organizations will also be considered. Priority will be given to proposals that demonstrate an organization's commitment to operating high quality, cost-effective, customer-oriented service. The Cities closely monitor operations and will work with the

selected contractor to ensure the provision of services which are of the expected standard. Proposals must be received no later than **January 17, 2018 at 2 p.m.** Late submissions will not be accepted.

**Pre-proposal conference & questions:**

A pre-proposal conference will be held at **10:00 a.m. on November 8, 2017** at the Beverly Hills Library Auditorium, 444 N. Rexford Drive, Beverly Hills, CA 90210 for the purpose of receiving questions and comments pertaining to this RFP. This meeting is not mandatory. Those planning to attend are requested to **RSVP to transportation@beverlyhills.org no later than November 6, 2017.** Questions and comments may also be submitted in writing no later than **November 8 2017 to: transportation@beverlyhills.org.**

**Tentative schedule:** The schedule and description of events for this procurement are below. Tentative dates, including start-up date, are subject to change at the discretion of the Cities.

<b>Event</b>	<b>Date</b>
RFP Released	October 26, 2017
Bidders Conference (RSVP by November 6)	November 8, 2017
Response to Questions Posted	November 15, 2017
Proposals Due	January 17, 2018 by 2 PM
Interviews and site visits are Conducted	February/March 2018
Recommendations published	April 2018
Anticipated Council Approval of Award & Agreements Executed	April/May 2018
Service in place	July 1, 2018

## **II: SCOPE OF WORK AND OPERATING STANDARDS**

**A. Service Description** A summary and links to additional information about services may be found in Exhibits 1 (Transit Service Information) and 2 (Overview of Services).

### **1. Demand Response (Non ADA Paratransit) Services**

The West Hollywood and Beverly Hills Dial-a-Ride services are operated independently with separate vehicles, service areas and eligibility. The two Cities share dispatch, maintenance, administration and management.

#### **West Hollywood Dial-A-Ride/TLC**

West Hollywood Dial-A-Ride and TLC provide demand response transportation by advance reservation and subscription to residents over the age of 62 or who have a documented disability. Regular Dial-A-Ride services are curb-to-curb, however the City also offers Door to Door service (“TLC”) for those who need additional assistance getting to and from the vehicles. Two of six total vehicles are staffed with an attendant in addition to the driver to provide assistance to passengers with wayfinding, groceries, mobility devices, doors and stairs.

Administration of this program includes processing requests and scheduling trips, developing manifests, providing transit service information to the public, handling client questions and complaints, financial and statistical accounting and documentation, including NTD data, and coordination of the service with City of Beverly Hills Dial-A-Ride and other community services. There is currently no fare or donation required for the West Hollywood Dial-A-Ride, but the contractor will work with the City to accommodate fare collections if the City determines, at a later date, that fare collections are necessary. For the coming contract period, the City seeks to add capacity to request and schedule trips and to view vehicle arrivals on-line. In addition, proposals which demonstrate the ability to coordinate overflow service and unfilled requests with the on-call service will be viewed favorably.

Service Area: West Hollywood Dial-A-Ride and TLC are available to provide trips within West Hollywood City limits and the immediate surrounding areas of Beverly Hills and Los Angeles (including Century City, Wilshire/Fairfax district, Kaiser Hospital-Sunset and Kaiser Hospital-Cadillac). In addition, to maximize shared trips and efficiency of scheduling, regular shuttles provide weekly scheduled trips to UCLA Medical Center and the VA, and to several local grocery stores.

Hours of Service: Service is provided between 7:30 AM and 5:30 PM Monday through Friday with specific vehicles scheduled according to demand. Reservation lines and dispatch are available between 7:00 AM and 7:00 PM, Monday through Friday.

Anticipated Service Volume: Dial-A-Ride provides a minimum of 9,230 revenue service hours for more than 15,000 trips per year, with four vehicles in service. The door to door service (TLC) provides, at minimum, a total of 3,500 service hours and 5,250 one-way passenger trips per year with two additional vehicles that are staffed by both an attendant and driver. The average trip length is 3.5 to 4 miles per trip. TLC may be billed at a higher rate than standard Dial-A-Ride service. Proposals demonstrating the ability to provide service in excess of the minimum will be viewed favorably. Service will be distributed during such hours as to maximize access to necessary community services. Dead-head, lunch breaks and fuel time are not reimbursable services.

Vehicles: West Hollywood Dial-A-Ride and TLC services are provided by a fleet of one (1) 2013 and five (5) 2016 ADA compliant Braun Entrevans which are owned by the City. Typically, five (5) vans are in service and one serves as backup. One (1) 23' low floor 2016 ARBOC Cutaway (capacity 14+2) provides scheduled group trips. All vehicles used for this service are gasoline powered. The contractor is responsible for the maintenance and condition of all vehicles. Typical annual mileage is approximately 13,000 per vehicle. The successful contractor will be required to maintain all vehicles according to manufacturer specifications and the requirements below. The City also owns a fleet of 2008 ADA compliant Chevy minivans which are also available if an additional backup vehicle is required.

### **Beverly Hills Senior Dial-A-Ride**

Beverly Hills Dial-A-Ride is also a demand response service for senior adults (62+) and persons with disabilities. Two vehicles operate from 8:00 a.m. to 4:00 p.m. and one vehicle operates between 10:00 a.m. to 4:00 p.m., Monday through Friday. The service area for non-medical trips is within Beverly Hills City limits. For medical trips, the service area boundaries are I-405 and Veteran's Hospital to the West, I-10 to the south, Fairfax Blvd. to the east and Sunset Blvd. to the North. Medical facilities commonly served include UCLA Medical Center, Kaiser-Cadillac, Cedars Sinai and Veteran's Hospital. Shuttle Services include:

- **Supermarket Shuttle.** One shuttle provides transportation to Ralphs in Century City & Ralph's Fresh in West Hollywood (Tuesday, Wednesday, Friday) from 9 a.m. to 2 p.m.
- **Roxbury Park Shuttle.** One shuttle operates from 9:30 a.m. to 2 p.m. on Mondays.
- **99 Cents Store Shuttle.** One shuttle operates the third Thursday of every month from 10:00 a.m. to 3 p.m.
- **Dial-A-Ride Annual Service Hours** for all above shuttle services is approximately 8,000 hours and the average ridership is 1,300 to 1,500 monthly trips (round trips).

- **Door-to-Door Services.** The City plans to offer door-to-door services on a case-by-case basis. With recommendations from the operator, City staff will determine eligibility.

Vehicles: The City owns 5 dedicated ADA-compliant lift or ramp-equipped vehicles to operate the Dial-A-Ride services. The contractor is responsible for operating and maintaining these vehicles.

The City is considering leasing vehicles and may elect to change vehicle types for the Dial-A-Ride services. The contractor is responsible for leasing ADA-compliant and alternative-fueled vehicles, and coordinating with the City's Fleet Manager on vehicle types. The contractor is responsible for vehicle leasing costs, registration, inspections, maintenance and operations. The contractor is responsible for obtaining the appropriate liability insurance coverage per the City's requirements for each vehicle.

## **2. Fixed Route Services**

### **West Hollywood CityLine and CityLine X**

West Hollywood CityLine is a fixed route service which includes two separate lines: the daytime CityLine service and the rush hour CityLine X service. The successful bidder will provide the necessary management, field supervision, maintenance and administrative personnel that will assure the most efficient operation of the service. Daytime CityLine operates a local circulator with four vehicles in service at approximately 30 minute headways. CityLine X provides a direct link to the Metro rail station located at Hollywood and Highland during AM and PM rush hours. Both services are delivered by the same vehicles. Routes and schedules can be viewed at [www.weho.org/transit](http://www.weho.org/transit) . All services are free to the public and no fares are collected.

Hours of Service: CityLine operates Monday through Saturday from 9 a.m. to 6 p.m. CityLine X operates Monday through Friday 7:00 a.m. to 9:30 a.m. and 6:00 p.m. to 7:30 p.m. The City also expects to add Saturday service (5 PM to 1:00 AM) in the near future.

Anticipated Service Volume: In FY 2017, the combined CityLine services provided an average of approximately 7,250 boardings per month and nearly 14,000 vehicle revenue service hours. The City expects to increase CityLine X hours of service to include Saturdays in the near future, increasing total anticipated annual revenue hours to approximately 14,300. Current annual mileage is about 30,000 per vehicle.

Vehicles: The City provides four 15+ passenger low floor cutaway vehicles, with a fifth designated as a spare vehicle, to operate the CityLine, CityLine X and Charter services. The City is in the process of acquiring five new low-floor cutaway vehicles which will be fueled by propane. A successful proposal will clearly demonstrate the bidder's ability to operate, fuel and maintain propane vehicles. The City also uses NextBus real-time tracking system to provide arrival information and service monitoring.

### **Beverly Hills Trolley**

The City of Beverly Hills operates a free fixed-route trolley circulator that transports passengers between Civic Center (adjacent to City Hall and the Tour Bus Zone on Third Street) and the business triangle. The service scope may be modified by the City to include narrated tours. The contractor will provide narrators for potential tours designed by the City

Hours of Service:

- Summers: July 1 through Labor Day Weekend, 11:00 a.m. to 6:00 p.m., Tuesday through Sunday
- Year round: Saturdays and Sundays only, 11:00 a.m. to 5 p.m.

- Winter Holidays: Thanksgiving through December 31, 11 a.m. to 5 p.m.

Vehicles: The City owns two trolley vehicles. The contractor is responsible for vehicle storage, maintenance, operations, and obtaining the appropriate liability insurance coverage per the City's requirements for each vehicle.

### **3. Other Special Charter Services**

The successful vendor will also provide special transportation services requested by each City at an hourly rate that corresponds to the other services. Additional service hours are provided during West Hollywood special events such as the annual Pride celebration and the City's renowned Halloween Carnival, as well as charter services for smaller groups as requested, totaling about 250 hours per year. The schedules for such services vary, but often include times that are outside normally scheduled service hours. Services are provided using the City's vehicles. The City of Beverly Hills may occasionally require transit for City functions and special events (e.g. City Council/Commission tours, City Art Show) and private charters; the estimated annual number of service hours is 300 hours.

### **4. Subsidy/On-Call Transportation**

On-Call transportation services are intended to complement the fixed route and demand response options by providing trips to seniors and those with disabilities on short notice, during weekend and evening hours, or to destinations outside the Dial-A-Ride service area. This service is currently provided via rider subsidy with taxi companies licensed to operate in each City. The West Hollywood and Beverly Hills programs are administered jointly and share a similar structure, however, program parameters vary between the two cities. Program staff are available to assist callers during normal business hours, with backup call center coverage available 24 hours, 7 days.

For the upcoming contract period, the Cities wish to consider alternatives that are able to effectively meet the need for flexible, on-call service. This may include transportation models such as brokerage service or direct contracting, or may expand the subsidized provider network to include transportation network companies ("TNC") or similar services as an option available to program participants. Contractors may partner with an on-call transit service provider to provide rides to program participants, with trips dispatched by the contractor. All risk will be assumed by the contractor and subcontractor.

#### **West Hollywood Program**

The West Hollywood "Transportation Assistance Program" serves City residents aged 62 years or older or individuals of any age who have documented evidence of disability. Those with exceptional medical need requiring frequent trips to medical facilities may be referred by a social worker for increased benefits. As

currently structured, participants may purchase up to \$100.00 worth of taxi fare, in increments of \$50.00, per month. Participants pay \$8.00 per \$50.00 fare increment, with the City subsidizing \$42.00 out of \$50.00.

Payments are currently made by check and deposited daily by the contractor, who also tracks trip data via MDT and reimburses the taxi companies for trips provided. The City of West Hollywood seeks to add automated capacity to this program, to allow participants the option of registering for the program, making payments, checking balances and requesting trips and arrivals online. Proposals should demonstrate the ability to accommodate online registration and payment in a safe, secure manner that protects client data and City information. The selected contractor will be required to update its system throughout the contract to keep current with current information security standards and protocols.

Anticipated Service Volume: There are currently approximately 1100 active participants enrolled on the West Hollywood program, with 450-500 individuals accessing the service in a given month. During FY 2016-17, West Hollywood's Taxi Assistance Program provided a total of 17,036 trips over 5000 hours and 69,000 miles. On average, one way trips were about 4 miles long and had an 18-minute duration.

### **Beverly Hills Program**

The City of Beverly Hills taxi subsidy program provides discounted taxi fare coupons for resident seniors ages 62 and older and qualifying disabled persons of any age. Qualifying residents may receive \$24 worth of fare media at a cost of \$6. Residents undergoing dialysis, chemotherapy or radiation treatment, and those with AIDS or Alzheimer's disease may receive two additional subsidy increments per month to accommodate frequent medical trips. Residents may use up to \$12 per trip to subsidize a single trip cost. Currently, every taxi company licensed to operate in Beverly Hills is required to participate in the program. Current participants are able to check their taxi card balances online.

## **B. REQUIRED OPERATING STANDARDS:**

### **1. All Services:**

The successful bidder will work closely with both Cities to ensure performance of service based on these standards and will coordinate administration of the programs and related tasks in accordance with each City's established operating policies. If the standards are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by contractor with the concurrence and final decision by the Cities.

Should it be found that the contractor's performance has contributed to the failure to achieve these standards, the contractor shall take all reasonable actions requested by Cities to correct deficiencies in performance. Should such deficiencies persist, the Cities may assess monetary penalties in the form of *liquidated damages*, which may be deducted from any payments due, for each material breach of contract requirements.

The contractor will act as a member of a larger city-wide service delivery system and will participate under the direction of City staff in planning and evaluating services and in gathering information regarding community needs. The Cities have primary responsibility for marketing, public relations and advertising; therefore, these costs shall not be included in the bid.

#### Personnel:

The contractor will secure at its own expense all personnel required to perform the proposed services. All services will be performed by the contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The contractor shall not enter into agreement with any other party for use of personnel dedicated to this service without the approval of the Cities. The volume of service demand may vary during any given month. It is important that the contractor is able to adjust staffing levels appropriately.

#### **Community Relations**

As representatives of the Cities, it is imperative that program staff have thorough knowledge of the Cities' programs and the ability to provide accurate program information and outstanding customer service. All program personnel are expected to be familiar with the local communities, including common locations in the service areas, local transit options and social services. Project personnel must maintain a courteous attitude, answering questions from the public regarding the Cities' transit programs. Proposals should demonstrate personnel policies which promote cultural competency, provide sensitivity training and prohibit conduct that is unbecoming of an employee.

## **Training**

Proposals should describe training programs for all employees who are working on the project. Personnel must be trained in all operational procedures relating to the project, as well as in how to provide excellent customer service. Content should address ADA requirements, CPR, security training, and defensive driver training (for operators). Understanding of the community is required, and all project staff must be prepared to effectively interact with senior, disabled, LGBTQ and Russian- speaking passengers with respect and sensitivity. Training must include techniques for dealing with the public in a helpful and courteous manner, and cover basic information about the services available in the Cities.

## **Employee Medical Insurance**

The successful contractor will be required to provide to each employee whose compensation is derived in whole or in part from the contract, a policy of medical insurance coverage or a stipend to be used for payment of personal medical insurance. The amount of stipend or description of coverage must be described in the proposal.

## **Project Manager**

Proposals should designate a Project Manager who will oversee all operations of the proposed program. It is required that the Project Manager be 100% dedicated to this project. Proposals should identify the proposed manager and a resume is to be included in the bidder's response. Bidder should designate percentage of time allocations for Beverly Hills and West Hollywood operations. The Project Manager must be well versed in industry trends and technology, local program operations, and be able to demonstrate strong leadership and team building skills. The Program Manager is expected to monitor service performance and coordinate with the Cities on service development, ensuring quality of service and providing supervision and management of program operations and of the project's accounts and operating records. Management responsibilities include, but are not limited to:

- Provide leadership in setting tone and expectations for Division.
- Consistent monitoring of service performance, assisting City staff with development of program policies, schedules and adopting new technologies.
- Daily monitoring of service delivery, program operations and analysis of monthly performance data.
- Preparation of monthly summaries of operational data and monthly invoice documenting all charges.
- Working in partnership with City staff to propose program improvements, address problems and implement changes as needed.
- Taking responsibility for promptly investigating and resolving operational problems and complaints and accurately reporting these to City staff.

- Recruitment, training and scheduling of all regularly assigned project personnel and backup personnel.
- Oversight of Drug Testing and DMV Pull Notice Programs (Fixed Route and Demand Response services)
- Participate in regular meetings with City staff and residents when necessary

The Project Manager is required to have at least six (6) years' experience in transit/paratransit service operations including four (4) years' management experience. The Project Manager should be current on industry changes and trends, and be available to the Cities at all times by telephone or in person to make decisions and provide coordination. The manager will be key to the partnership with the Cities in developing service modifications, and will provide on-site management during startup of operations and implementation of major service changes.

Communication:

**Telephones**

Proposals should allow for a dedicated customer service telephone line which is available Monday through Friday to provide service information, dispatch (for demand response and fixed route services) general assistance, and to receive complaints or comments. On-call service proposals should provide for customer assistance to be available 24/7. Project personnel shall be trained to respond in a professional manner, and shall have capacity to serve both English-speaking and Russian-speaking callers. Phone systems should have capacity to provide outgoing messages indicating that the caller is on hold or that the office is closed.

Separate phone numbers for each City are required. The contractor shall provide TDD, dedicated email, or other means of communication for those with hearing impairments. Phone numbers are owned by the Cities, and the successful bidder will be responsible for transferring the numbers from the current contractor, if necessary, and for all telecommunications costs. Upon termination of the agreement the Cities reserve all rights to the use of the phone numbers.

The contractor is responsible for tracking all incoming calls to the Program. The call tracking system should have the capability to track call hold times (the time it takes from the point the call enters the queue to the point the member/caller talks to a specialist); call times (the time each member/caller spends on the phone talking to a specialist); average call hold times; average call times; number of calls in the queue at any requested time period; and the number of transit specialists logged on the telephone system to receive calls during any requested time period. Summary reports submitted to the City should include call-tracking data.

The proposal should demonstrate that the contractor is able to provide an ACD system capable of:

- Distributing calls to the next available reservationist;
- Measuring the number of calls answered, and the number of calls lost that were on hold at least 30 to 90 seconds;
- Other features normally associated with ACD phone systems, such as recorded hold messages which can be changed easily, with music and/or other recorded information while on hold. Recorded instructions or messages must be in English and Russian;
- Digital display that tracks the number of calls on hold and length of time on hold.

### **Vehicle Communications and Mobile Data Terminals (MDT)**

The contractor shall install a communication system that allows for timely and efficient dispatch, coordination and response to requests for assistance or service calls. The system may be of the contractor's choice. Fixed route vehicles are equipped with a public address and/or AVA system which is expected to be maintained in working order by the contractor.

Demand Response and On-Call vehicles must be equipped with an MDT system of the most current technology to process trip requests between the dispatch center and the individual vehicle. The functionality of the MDT must be able to meet all operating and reporting requirements of the project. The contractor shall be responsible for the installation and maintenance of all MDT's. Proposals should include a description of the system and its functionality.

### **Customer Service/Complaint Management**

The proposal should include the provision of trained personnel to handle all inquiries associated with the program, as well as other available transit options, and to accept complaints and commendations from program participants and the general public. Contractor employees handle a variety of inquiries associated with the program, and must have the capacity to meet the needs of Russian and Spanish speaking callers. A record and description of complaints and their resolution shall be submitted to the Cities as part of the monthly reports. Proposals should outline process for complaint investigation and resolution and passenger grievance procedures.

### **Mailing of Program Literature and Program Correspondence**

The program should have the capacity to mail applications or other program information to interested parties. All newly registered participants are to be mailed a Program Guide. The Cities will provide program applications, Program Guides, and other informational items. The contractor is responsible for the creation and mailing of other correspondence associated with program operations.

## Documentation:

### **Program Eligibility Determination** (*Demand Response & On-Call Contracts*)

The contractor is responsible for eligibility determination and registration of program participants. For programs with eligibility requirements potential passengers submit an application over the phone or in writing and provide corresponding documentation of eligibility. Program staff review applications and documentation to verify that program eligibility requirements are met.

### **Program and Statistical Reporting**

The contractor is responsible for providing each City with a variety of reports for monitoring and evaluating program performance. In order to ensure uniformity of data collection, the contractor will be required to comply with NTD reporting requirements. Proposals should describe contractor's experience with NTD reporting and methods for collecting all required data. The contractor shall provide the Cities all information necessary to comply with data requirements of all funding sources and will attend meetings with LACMTA and/or Federal Transit Administration (FTA) during Triennial Reviews as requested. The contractor is required to have annual audits performed by an independent Certified Public Accounting firm. A copy of the audited financial statements will be submitted to the Cities as part of the proposal.

The contractor submits monthly invoices documenting all monthly expenditures and any fares collected. Any farebox revenue collected shall be recorded in the monthly invoice as a credit. Proof/documentation of revenue deposits shall be included in the monthly invoice. All invoices and related records are subject to audit by the City or its representative. Additional documentation of the project will be obtained through random monitoring. It is the responsibility of the contractor to ensure the cooperation of all personnel with any operational procedures pertaining to this work. Monthly operational reports will be submitted to the Cities according to an established reporting schedule and a format agreed upon by all parties. The reports will include:

- Monthly and Annual performance data;
- Monthly narrative reports on Program activities, progress and problems
- Other reports requested by the Cities may include complaint tracking and resolution, cost reporting, and depending on service, fuel consumption, vehicle breakdowns and lost service, and on-time performance.

**Database Management, Record-Keeping and Safeguards for Handling Confidential Information** *(Demand Response and On-Call Contracts)*

The contractor is responsible for acquiring a software solution that is able to safely house participant data and for maintenance of the database. Each participant should be assigned a unique alphanumeric code to be used for client identification. In addition, all records should be geo-coded to verify that the participant resides in the service area. The database must be kept current by archiving records of individuals who no longer participate in the program. If there is no activity for six months, the contractor will contact the participant advising them that they will be placed in an inactive status and their data file will be subsequently archived unless they respond otherwise. The contractor will re-certify current program participant eligibility at least once every two years in order to keep the database current and to ensure that all active records are up-to-date. Participants will reaffirm eligibility with proof of current address and disability status, if applicable.

The contractor shall provide security to prevent access to computer data, record files and equipment by unauthorized individuals. Employee training will include information regarding the importance of client confidentiality. The contractor shall have safeguards in place relating to the disposal of any sensitive documents which disclose personal information of program participants. Duplicate applications and documents (copies of Medi-Cal and Social Security cards, Driver's Licenses, etc.), correspondence, or any document containing registrant's confidential information shall be mechanically shredded prior to disposal.

## **2. Additional Requirements Specific to Fixed Route and Demand Response Services**

### Qualifications of Bidder

Bidders must have a minimum of 5 years' experience providing commuter, fixed route, paratransit and trolley services with a minimum fleet of 25 vehicles. This experience must include a minimum of three separate and distinct public transit systems that participate in National Transit Database reporting. The contractor is responsible for the provision of services in accordance with applicable federal, state, and local laws and regulations, and in compliance with all FTA requirements, including but not limited to Drug and Alcohol testing, ADA and Title VI. Proposals should provide a description of bidder's Drug Testing policies and procedures, Incident Procedure Manual, Safety and Training Manual and procedures for addressing passenger complaints and grievances.

### Program Operations

The contractor will coordinate, manage and control all program activities, including vehicle operations and maintenance; personnel management and training; administrative procedures; scheduling and dispatch functions; data collection, reporting and analysis; and monitoring service provision to develop methods to maximize service efficiency. Service shall be provided as scheduled or according to any adjusted schedule established by the Cities.

Curb to Curb Demand Response service is expected to have a minimum of three (3) boardings per hour and Door to Door is expected to provide a minimum of 1.5 boardings per hour. The contractor will not be held responsible for the failure to provide on time service due to weather, traffic conditions, and/or naturally occurring disasters. The contractor shall operate vehicles with due regard for the safety, comfort and convenience of passengers and the general public and ensure that necessary driver qualifications and vehicle OEM maintenance and operating instructions are followed.

### **Fuel**

The contractor shall have capacity to provide the required fuel for the designated and/or specified vehicle type, as referenced in **Exhibit 4** of this RFP. Fuel Costs are not included in the calculation of the hourly rate and should be shown as a separate line in the budget. Fuel costs may be directly reimbursed to the contractor or purchased directly by the Cities.

City of Beverly Hills only: If gasoline, diesel or compressed natural gas (CNG) is the designated fuel of the specified vehicle type, provisions can be made to fuel at the City-operated fueling station.

### **Storage and Maintenance Facilities**

Proposals should describe in detail the storage and maintenance facilities for the garaging and servicing of the vehicles and vehicle equipment, and state the location of such facilities, which shall be subject to pre-implementation inspection. If the maintenance or storage facilities are to be acquired, the proposal shall describe what actions will be taken to acquire those sites prior to the start of service. Maintenance and storage locations must be located within 8 miles of the Cities' limits, and must be approved by the Cities. The site must have sufficient space to garage and maintain a minimum of 30 vehicles of the sizes and specs listed in **Exhibit 4** of this RFP, and have sufficient storage and fueling capabilities to fuel at least 5 propane powered vehicles as described in Exhibit 4.

### **Field Supervision**

Contractors are expected to provide field supervision at all times that vehicles are in service. Field Supervisors will ensure route and schedule adherence, monitor driving practices, and provide troubleshooting and backup assistance to drivers in the field.

### **Scheduling and Routing Software**

For Demand Response services, the contractor shall provide Scheduling and Routing software to record and schedule trip requests and fulfill routing and dispatch functions. In addition to the software, the contractor provides and maintains all necessary computer equipment. Proposals should provide a description of the proposed software and should explain how the scheduling software is nimble enough to fill gaps in service with last minute requests, maximizing the efficiency of the service. The contractor should also have the capacity to assist with development and updates for Fixed Route service schedules.

For the new contract period, the Cities seek to add capacity for mobile and/or on-line trip requests and a passenger portal to the Demand Response service to allow riders to monitor the arrival of their ride. A system for redirecting unfilled service requests to an overflow system should also be described.

### **Dispatch and Scheduling**

Dispatch/Scheduling staff are expected to interact courteously and respectfully with callers, and will alert drivers to any special concerns regarding specific trips or passengers. Should a concern be of such a nature that follow up is required, Dispatch staff shall alert Program Manager so that the concern can be brought to the attention of the Cities. To ensure familiarity with routes and services, dispatchers must be trained as drivers and perform a minimum of 8 driving hours per month.

## **Holidays**

Services are not provided on the following national holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

## **Hours of Service (Maintenance, Supervision, and Dispatch)**

Field Supervision, Maintenance and Dispatch staff are required to be scheduled at all times that vehicles are in service. In addition, maintenance staff should be available at the time that drivers do pre-trip inspections in order to assist and troubleshoot any potential vehicle issues prior to service.

## Personnel

Pursuant to Labor Code 1070-1074, proposals should indicate whether the Bidder intends to retain current program employees for a minimum of 90 days following adoption of new contract. *Current employee information may be found in Exhibit 6 of this RFP.*

## **Operations Manager**

Proposals should designate an Operations Manager to manage daily program operations and assist the Project Manager. The candidate should be identified and a resume should be included in the bidder's response to the RFP. If a candidate has not been identified, the proposal should describe in detail the job description and what actions would be taken to ensure an incumbent can be hired prior to start-up of service operations. The incumbent must have a minimum of 3 years' management experience in a transit setting. This position shall be dedicated 100% to the project and be available to the Cities at all times by telephone or in person to make decisions and provide coordination with City staff. The OM will work closely with the Cities to implement any service modifications and will provide on-site management during startup of operations and implementation of major service changes.

## **Vehicle Operators**

Vehicle operators will work on a schedule that ensures consistent quality of service. Vehicle operators must have a valid California Class II or Class B (with appropriate endorsements) Driver's' License and Medical Examination Certificate, CPR and emergency First Aid, as well as any other license required by applicable federal, state and local regulations. The contractor must conduct pre-employment DMV checks of all personnel hired for service and shall check DMV records at least every six (6) months for accidents, vehicle code violations, and valid driver's licenses of its employees. Drug testing and surveillance procedures must be explained to vehicle operators.

Operators are required to wear a badge displaying the operator's name, and a uniform which shall be of quality material and approved by the Cities. The contractor should include this expense in their bid. Operator responsibilities include but are not limited to:

- Operating the vehicles in a safe and timely manner;
- Being courteous to passengers and the general public and providing service information as requested;
- Maintaining a clean and neat appearance;
- Cooperating with City staff as required;
- Distributing or collecting handouts, surveys, or other materials as requested by the Cities;
- A thorough knowledge of service area;
- Adherence to route without deviation and may not use vehicle for personal business;
- Inspection of vehicle for functionality prior to each departure from the garage and fueling vehicle before or after shift;
- Assisting passengers boarding and alighting vehicle as needed and operating the ramp for passengers requiring or requesting such assistance (whether they use a mobility device or not).

Both regularly assigned and relief vehicle operators must be trained in all operational procedures, techniques for dealing with the public in a helpful and courteous manner, sensitivity to local populations, basic information about the service and the Cities of West Hollywood and Beverly Hills. Further, the Cities expect that drivers will report to a supervisor any changes in the behavior or appearance of regular passengers which may indicate some level of risk or decline. Management will be expected to make referrals to City staff or appropriate social service agencies.

### **Attendants**

*Beverly Hills Dial-A-Ride* and *West Hollywood TLC (Door to Door)* services are staffed with an attendant in addition to the driver. The contractor shall coordinate interview and selection processes for both *Trolley* and *Door to Door* Attendants with the Cities, who will approve all selections. All Attendants must receive paid training, including onboard trial runs. Development and implementation of attendant training must be coordinated with the Cities.

### **Salaries**

Driver and Attendant wages shall start at \$17.00 per hour exclusive of benefits. Salaries may exceed the starting hourly rates and annual CPI increases shall be incorporated into the salary structure.

### Vehicles

#### **Vehicle Condition, Maintenance and Operation**

Proposals should outline in detail their complete maintenance monitoring and preventive maintenance program. This outline should include how the present program is operated as well as plans for inclusion of the vehicles required in the RFP. The Cities may desire to inspect vehicles currently operated by the agency.

The contractor will be required to maintain all components of the vehicles including body, frame, furnishing, mechanical, electrical, hydraulic or other operating systems in proper working condition free from damage and malfunction. The contractor at its sole cost and expense, shall maintain inventory of and provide fuel, lubricants, repairs, parts and supplies required for the maintenance and operation of all vehicles utilized in providing services, including vehicle communications and location software and any electronic trip recording device.

The Cities require servicing of all vehicles at successive 6,000 mile intervals or the recommended vehicle manufacturer's specifications, whichever is lower. A more extensive inspection and servicing shall take place at 12,000 mile intervals or as specified by the recommended vehicle manufacturer, whichever is lower.

The contractor will be required to keep maintenance records for all vehicles for the duration of the contract period and will track and report to the Cities on a monthly basis the number of miles between road calls. Cities may establish performance indicators related to frequency of breakdowns and lost service due to breakdowns.

The contractor shall replace and repair immediately any vehicle damaged in any accident or other damage which impairs the proper and safe mechanical operation of the vehicle. In the event that towing of any vehicle is required due to mechanical failure or damage, the contractor shall be responsible to provide such towing at the contractor's sole expense, with the exception of trolleys, which shall be flat-bed towed by the City of Beverly Hills Public Works Vehicle Maintenance Division.

### **Spare Vehicles**

The contractor shall dispatch a spare vehicle in the event of a vehicle breakdown. The maximum response time from the moment a trouble call is received until a substitute vehicle arrives is 30 minutes. The Cities also reserve the right to establish additional criteria regarding reliability of response in the event of breakdowns. The contractor shall be liable for lost service in excess of 30 minutes per incident resulting from vehicle breakdown.

### **CHP Certification and Pull Notice Program**

The contractor shall maintain a satisfactory California Highway Patrol (CHP) terminal inspection throughout the life of the agreement period (proof of CHP certification is required). If the contractor receives an unsatisfactory rating from the CHP, the contractor shall notify the Cities immediately and state what is being done to correct the deficiency. All vehicles must be inspected annually by the CHP. The contractor will comply with DMV Pull Notice Program.

### **HVAC Standards**

The HVAC system is to be available in good working order during all times the vehicle is in service. The system shall be capable of maintaining the interior temperature of the vehicle at 76 degrees Fahrenheit. With passengers on-board, regardless of the outside temperature, the interior temperature of the vehicle must be no greater than 77 degrees Fahrenheit and no less than 71 degrees.

### **Daily Maintenance**

Vehicle will be inspected for cleanliness daily prior to service and daily driver vehicle inspection forms should address any maintenance concerns. The interior of the vehicle will be cleared of any debris and vacuumed daily. Refuse, newspapers and other recyclable material remaining on board shall become the property of the contractor. Lost and Found items shall be retained and reported to City staff. The contractor shall maintain trolley fareboxes and document all fare collections and deposits as part of monthly reporting. Any farebox revenue collected shall be recorded in the monthly invoice as a credit. Proof/documentation of revenue deposits shall be included in the monthly invoice.

Under no circumstance shall a vehicle be dispatched for service with any amenity or safety defect. A record of all such inspections shall be maintained by the contractor and be made available to the Cities upon request. The following items shall be functionally inspected each day prior to dispatch:

- General cleanliness and upholstery condition
- Maps and other display materials are current and have been replenished
- Illumination lights, headlights, emergency lights, indicator lamps, and warning lamps
- HVAC
- Seat frames
- Windshield wipers
- Fluid levels
- Safety appliances
- Wheelchair lift/ramp function and wheelchair securing devices

### **Cleaning:**

At least once weekly, and more frequently as needed to maintain required standard of cleanliness, all vehicles must receive detailed cleaning. This includes, at minimum, exterior wash, cleaning of interior windows, vacuuming of floors and upholstery, and wiping down of seats and hand rails with clean water and appropriate cleaning solution.

### **Automated Vehicle Location (AVL) System**

For purposes of the Demand Response service, the contractor must provide an AVL system using Global Positioning System (GPS) technology which allows dispatch and management staff to track and monitor vehicle location at all times.

This system must be described in the proposal. For the West Hollywood Fixed Route services, the City utilizes the NextBus platform to track and report vehicle arrivals and performance. Dispatch and management staff are required to be familiar with all capabilities of the platform in order to monitor service performance.

### 3. On-Call Trip Service

#### Qualifications of Bidder

The contractor must have a minimum of three (3) years' experience in the provision and/or administration of on-call transportation services to the specific target populations served by this program. All drivers must have proficiency with the technologies used in the delivery of services. Successful proposals will demonstrate knowledge of the service area, and experience in providing services to vulnerable populations, specifically senior and/or disabled individuals.

#### Program Operations

The contractor shall coordinate the administration of the West Hollywood and Beverly Hills Programs and related tasks in accordance with the each city's operating policies and eligibility requirements to provide on-call trips within a 10 mile radius. Program activities may include:

- Scheduling and/or brokerage of trips, both online and by phone, including ability for passengers to track vehicle arrival;
- Collection and deposit of participant payments online or by mail;
- Distribution of fare media (including production and safekeeping) as applicable;
- Provision of system interface to accept trip requests and fare media, track trips and generate reports;
- Maintenance of an electronic payment system;
- Coordination with Demand Response service to provide overflow service as needed;
- Database management and record-keeping;
- Provision of training to drivers on service delivery requirements, including use of MDT and sensitivity to client needs;
- Tracking, verification and documentation of trips provided; payment for verified trips, as appropriate;
- Follow-up and resolution of any complaints or concerns regarding service; reimbursement of fares as indicated.

**Hours of Operation:** Service is to be available to program participants 24/7. Administrative functions of the program are to be conducted during normal business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m., except on the holidays referenced above in section B.2.. Customer Service should be available 24 hours a day, 7 days a week and may be provided by a subcontractor (e.g. call center) during the hours that fall outside of the contractor's regular business hours.

#### **Security Measures Pertaining to the Handling of Funds and Fare Media:**

The contractor shall provide security to prevent access to computer data, trip and fare information by unauthorized individuals and ensure that payments and fare media are accounted for and secured at all times.

### Standards of Service

The purpose of this service is to provide flexible, on-call trips which are available 24 hours a day, seven days a week to senior and disabled passengers. The successful contractor will be expected to ensure that the following standards of service are met:

- Response time may not exceed 20 minutes from when service is requested;
- Equal service or a reasonable alternative must be available to those using mobility devices;
- Drivers, dispatch and call center personnel will be expected to provide courteous service, be familiar with program parameters and exhibit sensitivity to target populations;
- Enrollment of participants and provision of service must occur in a timely manner.

In order to achieve these goals, the Cities may consider proposals that are submitted in partnership between two organizations or that include subcontracts for some portion of the service (e.g. dispatch, trip provision, customer service).

### Personnel

In addition to the Program Manager, the program should have staffing which is sufficient to efficiently handle the functions described above, including handling phone inquiries, processing orders and following up on complaints. There is a substantial amount of telephone work as well as handling funds and fare media. Employees are expected to be well-versed in customer service techniques and must have the capacity to meet the needs of Russian and Spanish speaking callers. Employees are required to be bonded.

### **III. SCREENING, SELECTION AND AWARD.**

Any contract resulting from this RFP will be awarded to the contractor whose proposal meets the requirements of the RFP and is evaluated as offering the best advantage to the Cities for attainment of project objectives as defined in the RFP, based on the evaluation criteria as set forth in this RFP. Negotiations may or may not be conducted with contractors; the proposal should include the contractor's most favorable terms and conditions since selection may be made without discussion with any contractor. The screening and selection process will be as follows:

**Step 1:** Sealed Proposals will be opened and evaluated to determine compliance with RFP Scope of Work. Proposals meeting specified requirements will be considered responsive and will be included in Step 2.

**Step 2:** Responsive proposals will be reviewed by an evaluation panel based on the evaluation criteria and assigned weighting described below. Weighted scores from all panel members will be combined and an average percentage value will be calculated and assigned to each proposal. Following evaluation, the Cities may decide to award the contract without further discussion to the contractor receiving the highest score, or to interview contractors within a competitive range.

**Step 3:** Contractors within a competitive range may be interviewed. The purpose of such interviews is to obtain additional information or clarification of proposals. At a minimum, the proposed Project Manager and a senior manager authorized to commit on behalf of the contractor shall be present at interviews. The Cities may also choose to visit the location of proposed facilities.

The evaluation panel will then make recommendations for approval by the City Councils of both Cities. Award approvals are expected to be completed in the Spring of 2018. Service contracts will be for a seven year period with three, one year extensions at the option of the Cities and with the concurrence of the contractor.

**PROPOSAL EVALUATION CRITERIA:**

This RFP has been structured to provide specific requirements which function as a standardized framework for the evaluation of a prospective contractor’s qualifications.

A contract will be awarded to the contractor deemed most responsive in accordance with the selection criteria. Any proposal which contains items not specified, items which are incorrect or incomplete, or which does not respond to items in the manner specified by this Request for Proposal, or proposals received by telephone, FAX or email may be considered non-responsive and may be rejected on this basis. Contractors taking exception or making alterations to any requirement of the RFP must do so in writing and include statement of justification or description for the exception.

A selection panel will grade and rank responsive proposals in accordance with the criteria set forth below.

	<b>Up To:</b>
<b>Financial Viability</b>	<b>10%</b>
<b>Vehicle Maintenance Program and Facilities</b>	<b>20%</b>
<b>Experience and Technical Competence</b> Proposals will be evaluated in terms of demonstrated experience in similar projects. Proposals should demonstrate the contractor’s understanding of system requirements and ability to meet system performance goals as well as comply with all technical and administrative requirements.	<b>25%</b>
<b>Qualifications of Key Personnel*</b> Qualifications and experience of Project Manager, Operations Manager, Maintenance Manager and other personnel.  <i>Employee Protection (10% weight): Proposers that declare that they, as the successful proposer, will agree to retain the qualified line-staff of the current contractor or subcontractor(s) for a period of at least 90 days, in accordance with California Labor Code section 1072.*</i>	<b>20%</b>
<b>Personnel Management Program</b> Adequacy of wage and benefit packages, any employee incentive program, employee selection process and drug policy. Emphasis will be placed on adequacy of training programs and demonstrated safety record.	<b>15%</b>
<b>Price</b>	<b>5%</b>
<b>References</b>	<b>5%</b>
<b>Total</b>	<b>100%</b>

**Proposals must be firm for 180 days from the proposal due date.**

**The Cities reserve the right to discontinue with advance notice any portion of the proposed program and to accept any proposal, or to reject any and all proposals.**

## **PROTEST PROCEDURES**

Because elements of the Cities' programs receive Federal funding, this procurement is being conducted in compliance with FTA procedures. A protester may pursue a remedy through the provisions of FTA Circular 4220.1F, which states, in part:

1. FTA will only review protests regarding the alleged failure of a sub-grantee (the Cities) to have written protest procedures or alleged failure to follow such procedures.
2. Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative or judicial commission.
3. Protesters shall file a protest with the FTA not later than five (5) working days after a final decision of the Cities has been rendered under this protest procedure.
4. A contract shall not be awarded for five (5) working days following its decision unless:
  - The items or services are urgently required;
  - Delivery or performance will be unduly delayed by failure to award promptly;
  - Failure to award promptly will otherwise cause harm to either City or to the Federal Government.
5. Each City shall disclose all information regarding the protest to FTA as required in the circular.

FTA protest appeals should be filed as follows, with a copy sent to the City of West Hollywood and the City of Beverly Hills at the same address listed in the RFP.

Federal Transit Administration Regional Administrator - Region IX  
201 Mission St. Suite 1650  
San Francisco, CA 94105-1839

## **IV. CITIES' REQUIREMENTS AND CONDITIONS**

### **1. Procurement Process:**

- All costs of proposal preparation shall be borne by the applicant agency.
- The proposal should always include the applicant's best terms and conditions, though the Cities reserve the right to negotiate.
- All proposals become the property of the Cities, which reserve the right to use any or all of the ideas in these proposals, without limitation. Selection or rejection of a proposal does not affect these rights.
- The Cities reserve the right to extend the RFP submission deadline if, in the Cities' sole judgment, such action is in its interests. If the deadline is extended, all applicants will have the right to revise their proposals.
- The Cities reserve the right to request additional information, including agency support documents, during the RFP evaluation process. In addition, field review of existing equipment, facilities and operations may be conducted.
- Prior to award of the contract, the Cities reserve the right to request additional information about the history of operations of the contractor and its principals. Proposals deemed non-responsive will be returned with sealed Cost Proposal.
- Unacceptable conditions, limitations, provisos, or failure to respond to specific instructions or information requested may result in rejection of the proposal.
- No proposal shall be withdrawn after the date and time set for opening thereof, and all proposals shall remain in effect for one hundred eighty (180) days after the final proposal submission date.
- Until award of a contract, the proposal shall be held in confidence and shall not be available for public review. No information contained in any proposal or information regarding the number or identity of bidders will be made available at any time during the selection process.
- Upon award of a contract, all proposals shall be public records (except financial statements, submitted under a separate cover with a request for confidentiality, which shall be disclosed only upon order of a court with competent jurisdiction).

- Any changes to the RFP requirements will be made by addendum and posted on the same web page where the RFP is posted. Failure to address items found in the addenda may cause the proposal to be considered non-responsive.
- No prior, current or post award verbal conversations or agreements with any officer, agent, or employee of the Cities shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.
- The Cities of West Hollywood and Beverly Hills reserve the right to withdraw this RFP at any time without prior notice, or to modify the RFP schedule described above.
- The Cities make no representation that a contract will be awarded to any contractor responding to this RFP. The Cities expressly reserve the right to reject any and all proposals without indicating any reasons for such rejection(s), and to be the sole judge of the responsiveness of any contractor and of the suitability of the materials and/or services to be rendered.
- The Cities shall not, in any event, be liable for any pre-contractual expenses incurred by the contractor. The contractor shall not include any such expenses as a part of the price proposed in response to this RFP.

## **2. Contractual Requirements:**

- The contractor shall not discriminate on the grounds of race, color, or national origin, and shall comply with all applicable federal, state, and local laws, codes, ordinances, and regulations, including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, the Americans with Disabilities Act, Federal Transit Administration Drug Testing requirements and other laws and regulations applicable to contracts utilizing federal funds, as referenced in Exhibit 3 of this RFP.
- The contractor shall abide by the provisions of the West Hollywood Living Wage Ordinance and shall provide evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance:  
<http://www.weho.org/home/showdocument?id=32979>
- The contractor is solely responsible for the satisfactory work performance of all employees as described by the RFP and is solely responsible for payment of all employees' wages and benefits and subcontractors' costs. Without any additional expense to the Cities, the contractor shall comply with the requirements of employee liability, workers' compensation, employment insurance and Social Security. The contractor shall hold the

Cities harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

- The contractor shall not subcontract any portion of the work to be performed without the written authorization of the Cities. If the Cities consent to such subcontract, the contractor shall be fully responsible to the Cities for all acts or omissions of the subcontractor.
- The Cities shall have the right to demand removal from the project, for reasonable cause, of any personnel furnished by the contractor. The Cities must be notified of new hires or reassignments of project personnel. The contractor must notify Cities in writing within (2) days of all changes in personnel funded in full or in part by this agreement.
- The contractor shall provide and maintain at its own expense during the term of the Agreement a program of insurance as described in **Exhibits 5 & 5a** of this RFP. When such coverage is provided by commercial insurance, such insurance shall be secured through a carrier satisfactory to the Cities, and certificates evidencing such insurance, along with required endorsements, shall be delivered to the Cities prior to execution of the Agreement. The contractor shall give Cities at least thirty (30) days written notice of any modification or cancellation of any policy of insurance.
- The contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this project and such other records as may be deemed necessary by the Cities or any authorized representative. The contractor shall maintain complete and accurate records of all services and other activities carried out during the Agreement period.
- The contractor shall make available, to authorized City staff or designee, any and all records pertaining to the performance of services, for inspection and monitoring of facilities and program operations.
- The contractor shall make available for inspection and audit to Cities representatives, upon request, at any time during the term of the agreement and during a period of five (5) years thereafter, all of its books and records relating to the operation of each project or business activity which is funded in whole or in part with governmental monies, including the project funded under the agreement. All such books and records shall be maintained by the contractor at a location within Los Angeles County. The contractor agrees to provide any data that is necessary to complete reports which may be required by Cities.
- City staff may monitor, evaluate, and provide guidance to the contractor. City staff may conduct periodic progress reviews which will focus on the

extent to which the program has been implemented and measurable goals achieved, effectiveness of program management, service performance, problem resolution, data collection, and reporting. City staff may participate in contractor staff meetings, observe program operations and interview contractor staff and program participants. The contractor will ensure the cooperation of its staff in such efforts. During such reviews, the confidentiality of those persons using the services shall be respected.

**Fixed Route and Demand Response Service Providers:**

- Either City may adjust the level of service at its discretion. The contractor may not make operational modifications which affect the level of service, including but not limited to, hours of operation and schedules, without the prior written approval of the affected City. The Cities shall give the contractor thirty (30) days written notice of modifications that the Cities determines are major and may provide less notice if the City determines modifications are minor. If the Cities makes modifications which increase or decrease the level of service more than twenty five percent (25%) of the vehicle service hours set forth in Form II, Cities and contractor may negotiate a change in the hourly rate.
- In the event of a declared emergency, the contractor will deploy vehicles in the manner dictated by the Cities as part of the Emergency Operations Plan. The contractor will be compensated for service which significantly exceeds the normal expense of operating during such period of declared emergency. The contractor must adhere to Beverly Hills Municipal Code section 2-4-203: *Prohibition Against Excessive and Unjustified Increases in Consumer Prices During a Declared Emergency*:  
[www.beverlyhills.org/municode](http://www.beverlyhills.org/municode).

## **V. PROPOSAL INSTRUCTIONS**

### **Submission of Proposals:**

Submissions should include 2 signed originals, 10 copies and two electronic PDF copies (saved on flash drives), and must include all required attachments as noted on the RFP Checklist.

Printed Cost Forms shall be submitted in a separate, sealed envelope marked as "Cost Proposal".

Proposals must be received no later than 2 p.m. on Wednesday, January 17, 2018. The sealed proposal must be clearly marked: **Request For Proposal, Beverly Hills & West Hollywood Transportation Services**, addressed to:

**City of Beverly Hills  
Office of the City Clerk, Room 290  
455 N. Rexford Drive  
Beverly Hills, CA 90210**

### **Format of Proposal:**

Proposals should be typed using a 12-point font size and adhere to the prescribed order and content of sections. Proposal should be straightforward, and concise, address each item requested in this RFP, and provide a complete and clear description of the offer. The evaluation process will provide credit only for the capabilities and advantages which are clearly presented in the written proposal. Do not include promotional material, unless provided as an exhibit to more thoroughly answer the questions posed in the required proposal form.

**Include all required attachments as indicated in the RFP Checklist.**

### **Proposal Narrative:**

**Operating Methodology:** Describe method proposed to perform the work described in the Scope of Work of this RFP, including hours of service, staff availability and how contractor will coordinate with other City transit services. Clearly describe proposed operations, addressing all items in the Operating Standards section above, including but not limited to use of technology; recordkeeping methods and security; recruitment and hiring plan; ability to provide excellent customer service; provide description of training plan, including how the contractor will ensure ADA compliance and sensitivity to specific populations described in the RFP. Address how training and effective use of personnel will ensure service quality and describe proposed ACD system, customer service program and process for handling and tracking complaints.

Depending on the service being proposed, the proposal should also address the agency's ability to provide efficient dispatch and scheduling, including a description of scheduling and routing software capabilities, or any other technologies proposed; field supervision; procedures for handling of lunch and other breaks for drivers (and attendants); and drug testing policy. Describe system used to assign trips in a manner that will maximize use of available resources. The contractor may also include recommended methods to exceed minimum standards established in the RFP, or additional service standards which meet or exceed those in specified. If more than one category of service is being proposed, explain how the two services will work together.

If applicable, describe in detail the location of the proposed maintenance facility, preventative maintenance and maintenance monitoring plan, propane capacity, vehicle location and communication systems, and the methods to be used to ensure continuing service during mechanical difficulties or breakdowns that affect the program operations.

**Qualifications of Bidder:** Furnish proof of ability to perform all terms of this RFP. Describe experience operating similar services to those described in the scope of services and to ensure appropriate training of staff. Describe experience with contracts that participate in NTD reporting of have received Federal funds. Provide the most recent financial statement.

**Program Implementation:** Detail experience implementing program modifications and new services. Describe experience with start-up of services similar to those currently considered by the Cities as outlined in Section II, Scope of Work and Operating Standards. Include a description of readiness and a proposed timeline for startup and implementation. The proposal may also include recommended methods to update operations (i.e., dispatch methods, or other updated technology such as autonomous vehicles or semi-autonomous vehicles in the future). This section is intended to allow the bidder to outline commitments to exceed minimum standards established in the RFP and ideas to improve the Cities' Transit Programs.

**Staffing:** Describe required project personnel and qualifications for each position. Describe bidder's ability to attract and screen for staff with knowledge and skills to appropriately serve the community, how staff will be supported in working with challenging community members, and whether the proposing firm intends to retain current program employees. Provide an outline of the firm's personnel policies. Describe measures taken to ensure management's responsiveness to City staff at all times. The Project Manager (and Project Administrator, if applicable) should be designated, and a detailed resume which includes his or her direct experience with similar projects and dates of previous employment should be attached. If staff have not been identified, describe the recruitment process and timeline for positions to be filled. An organizational chart should also be included in this section.

**Proposed Costs:** To ensure a standardized basis for the comparison of various bids, all proposed costs must be specified according to the format of the cost proposal form. Proposal Narrative section should provide justification for cost components. Provide a salary scale for all positions described in the proposal and describe the benefits package, including medical coverage. If more than one category of service is being bid, identify ways in which efficiencies are gained through combined operations.

## **Proposal Form Instructions:**

### **FORM I: Cover Sheet and Bid Certification**

Proposals shall be accompanied by the statement of an individual authorized to bind the offer, to the effect that all work shall be performed for the quoted prices, which will become the final price upon completion of contract negotiations.

### **RFP CHECKLIST:**

The checklist should indicate that all required items have been included in the proposal package. Please include the completed checklist in the proposal package after the Form I: Bid Certification.

### **FORM II: Proposed Costs**

- Cost Forms are set up as a pre-formatted Excel spreadsheet. A separate tab has been created for each service type. Ensure that the correct form is used for the service being proposed. If more than one service is being bid, a separate form must be completed for each service category. Cost proposals shall be based on the service to be provided and the associated operating requirements as specified in this Request for Proposals.
- For Dial-A-Ride service only, a separate Form II must be completed for each City.
- All cost components must be identified according to the categories provided in Form II and should include all costs to the bidder for proposed services.
- Justification for all cost components should be described in the Proposal Narrative and detailed on page 2 of the Cost Proposal. Page 2, Line 1 should reflect the same total as found on Page 1, Line 1. Page 2, Line 2 should correspond to the total on Page 1, Line 6.
- Startup costs may be included in the Year 1 proposal and should not be included in calculation of ongoing cost.
- *For directly operated services (fixed-route and demand response) only:*
  - Operating costs include labor, vehicle maintenance, equipment, management/supervision, training, facility and any other necessary costs. The hourly rate is total project cost divided by the hours of service proposed.
  - Fuel will be either directly reimbursed or procured by the Cities and should be indicated as a separate line in the proposal and not included in calculation of the hourly rate.

- The proposal should detail anticipated level of service and operating hours for the first 3 years of the proposed project period. Subsequent years will be adjusted based on the November to November CPI.
- *Demand Response only:* The total number of hours will include both standard Dial-A-Ride and Door-to-Door service. Refer to Page 4 as well as Exhibit 2 of this RFP for breakdown of Door-to-Door hours. Calculate operating costs based on traditional Dial-A-Ride. The cost of the Attendant (1 for Beverly Hills and 2 for West Hollywood ) should be shown as a separate line in the budget and will be used to calculate the supplementary hourly rate for the Door-to-Door service.
- *BH Demand Response Only:* The Beverly Hills Dial-A-Ride cost proposal should include the cost of leasing vehicles (Line 12) sufficient to provide the level of service required (see Exhibit 2 for details). Include this amount as a separate total which is not included in the calculation of hourly rate.
- *BH Trolley Only:* The City may or may not wish to include narration services as part of the Trolley service. Include the proposed additional costs of adding this element on Line 11. Refer to Exhibit 2 for the number of service hours to be included.
- *On-Call Service Only:* For this service, costs will be shared by both Cities so only one Form II is required. Please show the total cost of operating the program for the two Cities and indicate the number of trips provided to each City. Invoices will be distributed based on service provided to each City and basis of payment will be negotiated based on the service model proposed.

**FORM III: Statement of Applicant Eligibility**

This form requires three signatures. Because a portion of this service will be funded from Federal sources, two pages are certifications of compliance with FTA requirements.

**FORM IV: Client List**

The Cities reserve the right to contact other clients for references. Please provide current contact information for at minimum two recent clients. Proposers may attach additional sheets if more than three references are available.

## **WEST HOLLYWOOD/BEVERLY HILLS TRANSIT RFP PACKAGE CHECKLIST**

- Two originals, ten copies of proposal package
- Two electronic copies in .pdf format (Saved on flash drive)
- Proposal Narrative
- FORM I: Cover Sheet and Bid Certification (Sealed and signed)
- FORM II: Cost Components and separate Cost Justification Pages (Sealed)
- FORM III: Statement of Applicant Eligibility with signatures
- Form IV: Client List
- Incident Procedure Manual and Safety Training Manual
- Drug Testing Policy and Procedures
- Certified financial statement
- Identification and resumes of Project Manager and Operations Manager

**FORM I: COVER SHEET AND BID CERTIFICATION**

**Organization Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Name & Title of Authorized Representative:** \_\_\_\_\_

**Representative's Telephone Number and Email Address:** \_\_\_\_\_

**Please check the box next to each category of service your organization is proposing to provide**

- Fixed Route**
- Demand Response**
- Taxi or other on-call/on demand transportation**

**If more than one category of service is being proposed, do the bids stand individually or only as a package?**

---

**BID:** The undersigned being cognizant of the pages, documents, and attachments contained herein agree to provide the City with the services described in the bid specifications. Form II is considered the bid cost proposal. The stated bid shall be firm for a period of 180 days from the date shown below.

---

**Authorized Signature**

**Date**

## FORM III

### **PART I: CERTIFICATION OF APPLICANT ELIGIBILITY**

*Declaration of Non-Collusion:*

The undersigned certifies under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to himself any advantage over other bidders.

*Proposer's Representation:*

In submitting a proposal, the CONTRACTOR affirms that he or she is familiar with all requirements of the RFP and has sufficiently informed himself or herself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, equipment or facilities called for in this RFP; that he or she has checked the proposal for errors and omissions; that the prices stated are correct and as intended by the CONTRACTOR and are a complete statement of his or her prices for performing the work or furnishing the labor, supplies, materials, equipment or facilities required.

The applicant represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, medical condition, gender, sexual orientation and/or gender identity, political affiliation or opinion, or pregnancy or pregnancy-related condition.

The applicant is in compliance with the City of West Hollywood's ordinances prohibiting discrimination on the basis of sexual orientation or HIV status.

The applicant is in compliance with Civil Rights Act guidelines encouraging employment of minorities, women, and persons living with disabilities.

The applicant is in compliance with the Americans with Disabilities Act (ADA).

The applicant will develop a policy which addresses termination of clients for cause, or will agree to comply with the policy suggested by the Cities.

The applicant must implement an accounting system which complies with the Cities' Contracting and Accounting requirements.

The applicant represents that it does not support the Arab League boycott of Israel.

The applicant will comply with the City of West Hollywood's LIVING WAGE ORDINANCE, No. 97-505 & 07-3546. EQUAL BENEFITS ORDINANCE, No. 03-662

The applicant represents that it will comply with Beverly Hills Municipal Code section 2-4-203: PROHIBITION AGAINST EXCESSIVE AND UNJUSTIFIED INCREASES IN CONSUMER PRICES DURING A DECLARED EMERGENCY.

**FORM III**

The CONTRACTOR represents and warrants that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants that it shall, at its sole cost and expense, keep in effect or obtain at all times during the term of the Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession.

*Conflict of interest:*

The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of the Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of the Agreement who has such incompatible interest or obligation.

Under penalty of perjury, I declare that the above statements are valid and correct.

---

Authorized Signature

Date

---

Name & Title

# FORM III

## PART II: CERTIFICATION AND RESTRICTIONS ON LOBBYING

The undersigned, \_\_\_\_\_ 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 Bidder, \_\_\_\_\_, 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 Bidder's Authorized Official

\_\_\_\_\_  
Name and Title of Bidder's Authorized Official Date

# **FORM III**

## **PART III: GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

(NONPROCUREMENT) 49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101  
(Contracts over \$25,000)

Background and Applicability: In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels). By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

*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 the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Organization: \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and Title of Authorized Official \_\_\_\_\_

**FORM IV: CLIENT LIST**

Provide at least two (2) references that received similar services from your firm. The **CITY** reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

1. Firm Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Contract Person: \_\_\_\_\_  
Phone/E-Mail \_\_\_\_\_

Project Description:

Length of Service: Month/Year \_\_\_\_\_ to Month/Year \_\_\_\_\_

2. Firm Name: \_\_\_\_\_  
Street \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Contract Person: \_\_\_\_\_  
Phone/E-Mail \_\_\_\_\_

Project Description:

Length of Service: Month/Year \_\_\_\_\_ to Month/Year \_\_\_\_\_

3. Firm Name: \_\_\_\_\_  
Street \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Contract Person: \_\_\_\_\_  
Phone/E-Mail \_\_\_\_\_

Project Description:

Length of Service: Month/Year \_\_\_\_\_ to Month/Year \_\_\_\_\_

## **Exhibit 1**

# Exhibit I: Transportation Program Resources

## City of West Hollywood

### General Information about West Hollywood's Transit Programs

[2016 Transportation Program Evaluation and Plan](#)

[Overview of Transportation Programs](#)

### Information about West Hollywood CityLine and CityLineX Services

[Existing CityLine Route and Schedule](#)

[Existing CityLineX Route and Schedule](#)

### Information about the City's Demand-Response Services

[Information about the City's Dial-A-Ride/TLC Program](#)

### Point-to-Point/On-Demand Transportation (Currently the Taxi Assistance Program)

[Taxi Assistance Program Brochure](#)

Links to City of West Hollywood transit resources are available on [www.weho.org/transit](http://www.weho.org/transit)

## City of Beverly Hills

Senior & Disabled Transit Services: [www.beverlyhills.org/seniortransit](http://www.beverlyhills.org/seniortransit)

Trolley Services: [www.beverlyhills.org/trolley](http://www.beverlyhills.org/trolley)

## **Exhibit 2**

## EXHIBIT 2 - SUMMARY OF TRANSIT SERVICES

### City of Beverly Hills - Transit Services

Service Type	Operation Description and Eligibility	Annual Service Hours	Hours of Operation	Holidays	Average Ridership	Fares & Revenues
<b><u>Non-ADA Paratransit:</u></b>  <b>Beverly Hills Dial-A-Ride</b>	Resident Seniors age 62+ and persons with disabilities. Service area: Beverly Hills, immediate areas of Los Angeles and West Hollywood and designated medical facilities  Shuttles: <ul style="list-style-type: none"> <li>• Supermarket Shuttle</li> <li>• Roxbury Park Shuttle</li> <li>• 99 Cents Store Shuttle</li> </ul>	8,000	Monday – Friday 4 vehicles 8 a.m. – 4 p.m.	New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day	1,300-1,500 monthly trips (round trips)	None
<b>Door-to-Door Assisted Dial-A-Ride</b>	Door to Door service with attendant to assist passenger	1,500	Monday – Friday 4 vehicles 8 a.m. – 4 p.m.		150 monthly	
<b>Charters</b>	City functions & special events; private charters	300	On Demand			

**EXHIBIT 2 - SUMMARY OF TRANSIT SERVICES**

<p><b><u>Fixed Route:</u></b></p> <p><b>Beverly Hills Trolley</b></p>	<p>Trolley Service (fixed-route and trolley tours)</p>	<p>1,200</p>	<p>Saturday &amp; Sunday Year round 11 a.m. - 5 p.m.</p> <p>Summer Schedule July 1 - Labor Day Weekend Tuesday-Saturday 11 a.m. to 5 p.m.</p> <p>Winter Holiday Schedule Thanksgiving - January 1 Tuesday - Sunday 11 a.m. - 5 p.m.</p>	<p>New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day</p>	<p>6,000 annually</p>	<p>TBD</p>
<p><b><u>On-Demand Service</u></b></p>	<p>On-call service available 24/7 for residents aged 62 and over or those with disabilities</p>	<p>700</p>	<p>24/7</p>	<p>n/a</p>		<p>\$6 per \$24 of service</p>

## EXHIBIT 2 - SUMMARY OF TRANSIT SERVICES

### City of West Hollywood - Transit Services

Service Type	Operation Description and Eligibility	Annual Service Hours	Hours of Operation	Holidays	Average Ridership	Fares & Revenues
<p><b><u>Non-ADA Paratransit:</u></b></p> <p><b>West Hollywood Dial A Ride</b></p> <p><b>West Hollywood TLC (Door to Door)</b></p>	<p>Residents aged 62 and older and persons with disabilities. Curb to curb service. Service area: West Hollywood, Beverly Hills, immediate areas of LA, specific medical facilities, shopping shuttles</p> <p>Door to Door service with attendant in van to assist</p>	<p>9,200</p> <p>3,500</p>	<p>Monday – Friday 7:30 a.m. to 5:30 p.m. 4 minivans + 1 shuttle</p> <p>2 minivans</p>	<p>New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day</p>	<p>1,150 monthly</p> <p>430 monthly</p>	<p>None</p>
<p><b><u>Fixed Route:</u></b></p> <p><b>West Hollywood CityLine</b></p> <p><b>CityLineX</b></p>	<p>General Public fixed route</p> <p>Rush hour service to Hollywood and Highland Metro station</p> <p>Special Event General Public fixed route and charter trips</p>	<p>10,200</p> <p>4,100</p> <p>250</p>	<p>Monday – Saturday 9 a.m. to 6 p.m. 4 vehicles</p> <p>Monday – Friday 7 a.m. – 9:30 a.m. and 5 p.m. – 7:30 p.m. Saturday 5p.m. to 1 a.m.</p> <p>Gay Pride Celebration, Halloween, misc. trips 4 vehicles</p>	<p>New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day</p>	<p>5,500 monthly</p> <p>1,700 monthly</p>	<p>None</p>
<p><b><u>On-Demand Service</u></b></p>	<p>On-call service available 24/7 for residents aged 62 and over or those with disabilities trips are within a 10-mile radius</p>	<p>5,000</p>	<p>24/7</p>	<p>n/a</p>	<p>1,400 monthly</p>	<p>\$8 per \$50 of service; approx. \$43,000(FY17)</p>

### **Exhibit 3**

**FEDERAL CLAUSES &  
FEDERAL REQUIREMENTS**

### **Charter Bus Requirements**

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

### **School Bus Requirements**

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Pursuant to 69 USC 5323(f) and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles or facilities.

### **Energy Conservation**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

### **Clean Water**

All Contracts and Subcontracts over \$100,000 Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

### **Lobbying**

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000.

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

grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### **Access to Records and Reports**

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of 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 contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

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

### **Federal Changes**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

### **Clean Air**

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

### **Recycled Products**

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### **Contract Work Hours & Safety Standards Act**

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

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

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be

necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

#### **No Government Obligation to Third Parties**

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

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

#### **Program Fraud and False or Fraudulent Statements or Related Acts**

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## Termination

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

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

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

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and

materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

### **Government Wide Debarment and Suspension (Non Procurement)**

Applicability – Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. 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 the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Contracts Involving Federal Privacy Act Requirements**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### **Civil Rights Requirements**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

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

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

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

(3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

### **Breaches and Dispute Resolution**

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

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

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient 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.

### **Transit Employee Protective Provisions**

Contracts for transit operations except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor shall comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter

of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities

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

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

**Disadvantaged Business Enterprise**

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

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

that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

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

### **Incorporation of Federal Transit Administration (FTA) Terms**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

### **Drug and Alcohol Abuse and Testing**

Operational service contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq. b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

### **Full and Open Competition**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

### **Prohibition Against Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

### **Conformance with ITS National Architecture**

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

**Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**Notification of Federal Participation**

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

**Interest of Members or Delegates to Congress**

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

**Ineligible Contractors and Subcontractors**

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

**Other Contract Requirements**

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

**Compliance with Federal Regulations**

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **Real Property**

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **Access to Services for Persons with Limited English Proficiency**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

## **Environmental Justice**

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

## **Environmental Protections**

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

## **Geographic Information and Related Spatial Data**

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

## **Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only**

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year,

except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

**Catalog of Federal Domestic Assistance (CFDA) Identification Number**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

**CFDA number for the Federal Transportation Administration**

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

## **Exhibit 4**

## Exhibit 4: Vehicle Roster

### West Hollywood

<b>Vehicle Type</b>	<b>Number in Fleet</b>	<b>Make/Model</b>	<b>Year</b>	<b>Capacity</b>	<b>Fuel Type</b>	<b>Current Average Mileage</b>
Fixed Route: Shuttle	5	Champion	2017	17/2	Propane	new
Fixed Route: Shuttle (Backup)	5	Starcraft	2010	20/2	Gas	140,000
Shuttle (Backup)	2	Startrans E1	2003	17/2	Gas	160,000
Dial A Ride: Shuttle	1	Arboc	2016	16/2	Gas	4000
Dial A Ride: Minivan	5	Braun Entrevan	2016	5/1	Gas	4500
Dial A Ride: Minivan	1	Braun Entrevan	2014	5/1	Gas	40,000
Dial A Ride: Minivan	2	Chevy	2008	6/1	Gas	99,000

**Beverly Hills**

<b>Vehicle Type</b>	<b>Number in Fleet</b>	<b>Make/Model</b>	<b>Year</b>	<b>Capacity</b>	<b>Fuel Type</b>	<b>Current Average Mileage</b>
Dial-A-Ride: Shuttle	5	Ford/El Dorado Aerotech	2009	20/1	Gas	1,400
Trolley	2	NABI AH-28 Coach	2008	28/1	Gas	32,399

## **Exhibit 5**



## REQUIRED INSURANCE COVERAGE FOR TRANSPORTATION SERVICES

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The following insurance coverage is required for vendors providing transportation services within the City of West Hollywood or the City of Beverly Hills. Both Cities will require evidence of coverage on an ACORD Form Certificate of Insurance and supplemental policy endorsements.

- Commercial general liability insurance in an amount of not less than \$10,000,000 per occurrence for bodily injury, personal injury, and property damage. If the general liability insurance policy form contains an aggregate, then a separate aggregate will apply to work being performed under contract with the Cities or the aggregate limit will be double to the required limit or \$20,000,000.
- Automobile Liability with minimum combined single limit of \$10,000,000 for all activities arising out of or in connection with the work to be performed for the Cities.
- Workers' Compensation Insurance as required by applicable law & Employers' Liability Insurance with minimum limits of \$1,000,000 extending a waiver of subrogation in favor of the City of West Hollywood and the City of Beverly Hills. The Policy shall extend a 30 day notice of cancellation.
- Crime coverage or a comprehensive blanket crime policy in an amount of not less than \$10,000 per loss insuring against loss of money, securities or other property referred to within the scope of work

All liability coverage as noted above (general liability, automobile liability and any excess or umbrella liability coverages utilized to meet the minimum limit requirement) shall provide:

- Each City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of entity contracted directly with the City.
- All policies evidenced shall be considered primary insurance as respects the Cities, elected or appointed officers, officials, employees, agents and volunteers. Any and all insurance maintained by the Cities, including any self-insured retention the Cities may have, shall be considered excess insurance.
- Insurers shall waive all rights of subrogation against the Cities, elected or appointed officers, officials, employees, agents and volunteers.
- All policies shall extend a 30 day notice of cancellation to each City.



## REQUIRED INSURANCE COVERAGE FOR TRANSPORTATION SERVICES (SINGLE VEHICLE)

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The following insurance coverage is required for vendors providing taxi –type or similar, or any Taxi-related businesses within the City of West Hollywood and the City of Beverly Hills. Both Cities will require evidence of coverage on an ACORD Form Certificate of Insurance and supplemental policy endorsements. All policies shall extend a 30 day notice of cancellation to each City.

- Commercial general liability insurance in an amount of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If the general liability insurance policy form contains an aggregate, then a separate aggregate will apply to work being performed under contract with the Cities or the aggregate limit will be double to the required limit or \$2,000,000.
- Automobile Liability with minimum limits of: (i) not less than \$1,000,000 combined single limit. Automobile liability insurance shall be underwritten by an insurance carrier licensed by the state of California to sell commercial automobile liability insurance and maintain an AM Best Rating of “A” VII or better.
- Workers’ Compensation Insurance as required by applicable law & Employers’ Liability Insurance with minimum limits of \$1,000,000.
- Crime coverage or a comprehensive blanket crime policy in an amount of not less than \$10,000 per loss insuring against loss of money, securities or other property referred to within the scope of work

All coverage as noted above (general liability, automobile liability and any excess or umbrella liability coverages utilized to meet the minimum limit requirement) shall provide:

- Each City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of entity contracted directly with the City.
- All policies evidenced shall be considered primary insurance as respects the Cities, elected or appointed officers, officials, employees, agents and volunteers. Any and all insurance maintained by the Cities, including any self-insured retention the Cities may have, shall be considered excess insurance.
- Insurers shall waive all rights of subrogation against the City of West Hollywood and the City of Beverly Hills and all elected or appointed officers, officials, employees, agents and volunteers.

## **Exhibit 6**

**WAGES AND FRINGE BENEFITS FOR**  
The Operation and Maintenance of City of West Hollywood and  
City of Beverly Hills Transportation Services

**BENEFITS (Non-Exempt)**

**HOLIDAYS:** All full-time employees are eligible for six (6) paid holidays.

**PAID TIME OFF:** Employees working 70+ hours in a pay period accrue 40 hours/year after one year of employment. After three years accrual increases to 80 hours/year.

\*Employees will be paid for all unused vacation at the time of termination of employment.

**SICK LEAVE:** All full-time employees are eligible for 24 hours/year of sick leave.

**HEALTH AND WELFARE:** Full time employees and those who qualify under the ACA are eligible for health, dental and vision benefits.

**DRIVER TRAINING PREMIUMS:** The company may assign an employee, who, in its honest business judgement, is fully qualified to perform work as a Driver Trainer and shall be paid a differential on dollars (\$0.50) per hour in addition to his/her regular pay for all hours worked in this position.

**UNIFORMS:** Company provides Uniforms.

**OVERTIME PAY:** Employees shall be paid time and one half for all hours worked in excess of forty (40) hours per week.

**SUPPLEMENTAL VOLUNTARY BENEFITS:** Following 30 days of employment full time and part time employees are eligible to participate in company offered benefits for short term disability, accident care, critical illness, universal life, and term life insurance.

**FLEXIBLE SPENDING ACCOUNTS (Health Care FSA and Dependent Care FSA):** These programs allow employees to put aside pre-tax money to pay for childcare or eldercare expenses while employees work, and to pay for qualifying out-of-pocket medical expenses (such as copays and other covered items.) Employees are eligible to participate in both plans on their normal benefits eligibility date.

**EMPLOYEE ASSISTANCE PROGRAM:** MV offers confidential counseling services at no cost for employees and family members (3 in-person sessions per incident per year). There is a 24/7 resource and referral line for counseling, financial assistance, legal problems, and many other issues.

**SUPPLEMENTAL LIFE, AD&D, AND DISABILITY INSURANCE:** In addition to its health insurance plan offerings, MV also offers company-sponsored supplemental life insurance and Accidental Death & Dismemberment (AD&D) insurance plans through The Standard Insurance Company. The supplemental life insurance plan is available to employees, their spouse/domestic partner, and their children. The AD&D insurance plan is available to

employees. Employees are eligible effective on the 1st of the month following their waiting period.

**401 (k):** Employees are eligible to participate in the Company offered 401(k) program

**WAGES:** See below for wages for non-exempt employees effective 7/1/18. Exempt employees include General Manager, Operations and Safety Manager, and Maintenance Manager.

<b>Hire Date</b>	<b>Pay Rate</b>	<b>Status</b>	<b>Position</b>
6/15/2010	15.13	Regular Full-Time	Dispatcher
9/18/2013	14.47	Regular Full-Time	Dispatcher
6/12/2001	17.57	Regular Full-Time	Dispatch Supervisor
2/24/2014	14.25	Regular Full-Time	Road Supervisor
3/9/2006	21.00	Regular Full-Time	Mechanic
5/19/2006	16.17	Regular Full-Time	Utility Worker
1/12/2017	13.50	Regular Full-Time	Bus Aide
2/24/2014	15.29	Regular Full-Time	Bus Aide
11/29/1994	16.48	Regular Full-Time	Administrative Assistant
10/24/2016	13.00	Regular Full-Time	Driver
5/6/2013	14.00	Regular Full-Time	Driver
8/6/2015	13.50	Regular Full-Time	Driver
3/20/2017	13.00	Regular Full-Time	Driver
12/14/2006	15.50	Regular Full-Time	Driver
8/7/2017	13.00	Regular Full-Time	Driver
9/16/2006	15.50	Regular Full-Time	Driver
2/8/2007	15.50	Regular Full-Time	Driver
12/23/2015	13.41	Regular Full-Time	Driver
3/28/2016	13.25	Regular Part-Time	Driver
3/24/2014	13.75	Regular Part-Time	Driver
2/11/2014	13.50	Regular Full-Time	Driver
1/18/2016	13.25	Regular Full-Time	Driver
8/1/2011	14.50	Regular Full-Time	Driver
12/20/2016	14.00	Regular Full-Time	Driver
6/21/2017	13.00	Regular Full-Time	Driver
7/11/2007	15.50	Regular Full-Time	Driver
7/14/2002	16.75	Regular Full-Time	Driver
8/7/2017	13.00	Regular Full-Time	Driver

2/8/2017	13.00	Regular Full-Time	Driver
3/20/2017	13.00	Regular Full-Time	Driver
12/28/2015	13.25	Regular Full-Time	Driver
3/20/2017	13.00	Regular Full-Time	Driver
2/9/2009	15.00	Regular Full-Time	Driver

**Tentative Wages:**

Anticipated wages as of 7/1/18

<b>Hire Date</b>	<b>Pay Rate</b>	<b>Status</b>	<b>Position</b>
6/15/2010	15.58	Regular Full-Time	Dispatcher
9/18/2013	14.90	Regular Full-Time	Dispatcher
6/12/2001	18.10	Regular Full-Time	Dispatch Supervisor
2/24/2014	14.68	Regular Full-Time	Road Supervisor
3/9/2006	22.00	Regular Full-Time	Mechanic
5/19/2006	16.66	Regular Full-Time	Utility Worker
1/12/2017	13.75	Regular Full-Time	Bus Aide
2/24/2014	15.75	Regular Full-Time	Bus Aide
11/29/1994	16.97	Regular Full-Time	Administrative Assistant
10/24/2016	13.25	Regular Full-Time	Driver
5/6/2013	14.25	Regular Full-Time	Driver
8/6/2015	13.50	Regular Full-Time	Driver
3/20/2017	13.25	Regular Full-Time	Driver
12/14/2006	15.75	Regular Full-Time	Driver
8/7/2017	13.00	Regular Full-Time	Driver
9/16/2006	15.75	Regular Full-Time	Driver
2/8/2007	15.50	Regular Full-Time	Driver
12/23/2015	13.50	Regular Full-Time	Driver
3/28/2016	13.50	Regular Part-Time	Driver
3/24/2014	14.00	Regular Part-Time	Driver
2/11/2014	13.75	Regular Full-Time	Driver
1/18/2016	13.50	Regular Full-Time	Driver
8/1/2011	14.50	Regular Full-Time	Driver
12/20/2016	14.25	Regular Full-Time	Driver

6/21/2017	13.25	Regular Full-Time	Driver
7/11/2007	15.50	Regular Full-Time	Driver
7/14/2002	16.75	Regular Full-Time	Driver
8/7/2017	13.00	Regular Full-Time	Driver
2/8/2017	13.25	Regular Full-Time	Driver
3/20/2017	13.25	Regular Full-Time	Driver
12/28/2015	13.50	Regular Full-Time	Driver
3/20/2017	13.25	Regular Full-Time	Driver
2/9/2009	15.25	Regular Full-Time	Driver

**Exhibit A- Benefits – Non-unionized, Non Exempt Employees**

**EE Hrly Wage:  
\$7.25 - \$14.42**

<b>Aetna Health Savings Plus</b>	<b>2017 Monthly Cost</b>	<b>Monthly Co. Contribution</b>	<b>Emp per Paycheck</b>
Employee Only	517.01	\$425.01	\$46.00
Employee/Spouse	1,137.43	\$735.43	\$201.00
Employee/Children	930.62	\$630.62	\$150.00
Employee/Family	1,551.04	\$1,047.04	\$252.00

**EE Hrly Wage:  
\$14.43-\$16.83**

<b>Aetna Health Savings Plus</b>	<b>2017 Monthly Cost</b>	<b>Monthly Co. Contribution</b>	<b>Emp per Paycheck</b>
Employee Only	517.01	\$395.01	\$61.00
Employee/Spouse	1,137.43	\$661.43	\$238.00
Employee/Children	930.62	\$576.62	\$177.00
Employee/Family	1,551.04	\$957.04	\$297.00

**EE Hrly Wage:  
\$16.84+**

<b>Aetna Health Savings Plus</b>	<b>2017 Monthly Cost</b>	<b>Monthly Co. Contribution</b>	<b>Emp per Paycheck</b>
Employee Only	517.01	\$377.01	\$70.00
Employee/Spouse	1,137.43	\$589.43	\$274.00
Employee/Children	930.62	\$522.62	\$204.00
Employee/Family	1,551.04	\$865.04	\$343.00

**EE Hrly Wage:  
\$7.25 - \$14.42**

<b>Aetna Health Savings Primary</b>	<b>2017 Monthly Cost</b>	<b>Monthly Co. Contribution</b>	<b>Emp per Paycheck</b>
Employee Only	564.20	\$310.20	\$127.00
Employee/Spouse	1,241.24	\$471.24	\$385.00
Employee/Children	1,015.56	\$349.56	\$333.00
Employee/Family	1,692.60	\$548.60	\$572.00

**EE Hrly Wage:  
\$14.43-\$16.83**

<b>Aetna Health Savings Primary</b>	<b>2017 Monthly Cost</b>	<b>Monthly Co. Contribution</b>	<b>Emp per Paycheck</b>
Employee Only	564.20	\$266.20	\$149.00
Employee/Spouse	1,241.24	\$393.24	\$424.00
Employee/Children	1,015.56	\$263.56	\$376.00
Employee/Family	1,692.60	\$464.60	\$614.00

**EE Hrly Wage:  
\$16.84+**

<b>Aetna Health Savings Primary</b>	<b>2017 Monthly Cost</b>	<b>Monthly Co. Contribution</b>	<b>Emp per Paycheck</b>
Employee Only	564.20	\$230.20	\$167.00
Employee/Spouse	1,241.24	\$331.24	\$455.00
Employee/Children	1,015.56	\$209.56	\$403.00
Employee/Family	1,692.60	\$392.60	\$650.00

**EE Hrly Wage:  
\$7.25 - \$14.42**

<b>Aetna Buy Up PPO 1000</b>	<b>2017 Monthly Cost</b>	<b>Monthly Co. Contribution</b>	<b>Emp per Paycheck</b>
Employee Only	622.82	\$206.82	\$208.00
Employee/Spouse	1,370.20	\$232.20	\$569.00
Employee/Children	1,121.07	\$89.07	\$516.00
Employee/Family	1,868.45	\$86.45	\$891.00

**EE Hrly Wage:  
\$14.43-\$16.83**

<b>Aetna Buy Up PPO 1000</b>	<b>2017 Monthly Cost</b>	<b>Monthly Co. Contribution</b>	<b>Emp per Paycheck</b>
Employee Only	622.82	\$148.82	\$237.00
Employee/Spouse	1,370.20	\$152.20	\$609.00
Employee/Children	1,121.07	\$1.07	\$560.00
Employee/Family	1,868.45	\$6.45	\$931.00

**EE Hrly Wage:  
\$16.84+**

<b>Aetna Buy Up PPO 1000</b>	<b>2017 Monthly Cost</b>	<b>Monthly Co. Contribution</b>	<b>Emp per Paycheck</b>
Employee Only	622.82	\$96.82	\$263.00
Employee/Spouse	1,370.20	\$100.20	\$635.00
Employee/Children	1,121.07	\$1.07	\$560.00
Employee/Family	1,868.45	\$0.45	\$934.00

<b>MetLife Dental Co-Pay</b>	<b>2017 Monthly Cost</b>	<b>Monthly Co. Contribution</b>	<b>Emp per Paycheck</b>
Employee Only	\$12.15	\$0.00	\$6.08
Employee/Spouse	\$26.14	\$0.00	\$13.07
Employee/Children	\$24.97	\$0.00	\$12.49
Employee/Family	\$43.34	\$0.00	\$21.67

<b>MetLife Dental PDP</b>	<b>2017 Monthly Cost</b>	<b>Monthly Co. Contribution</b>	<b>Emp per Paycheck</b>
Employee Only	\$32.62	\$0.00	\$16.31
Employee/Spouse	\$70.21	\$0.00	\$35.11
Employee/Children	\$67.09	\$0.00	\$33.55
Employee/Family	\$116.45	\$0.00	\$58.23

<b>VSP Vision</b>	<b>2017 Monthly Cost</b>	<b>Monthly Co. Contribution</b>	<b>Emp per Paycheck</b>
Employee Only	\$5.60	\$0.00	\$2.80
Employee/Spouse	\$11.22	\$0.00	\$5.61
Employee/Children	\$11.99	\$0.00	\$6.00
Employee/Family	\$19.17	\$0.00	\$9.59