

REQUEST FOR PROPOSALS

FOR

CITY OF WEST HOLLYWOOD TLC DOOR TO DOOR SERVICE

The City of West Hollywood is soliciting proposals for the management, operation and maintenance of the “TLC” Door to Door transit service for the period January 1, 2017 through December 31, 2017, with an option to renew for up to twelve (12) months.

Deadline to Submit Proposals is NOVEMBER 9, 2016

**An optional pre-proposal meeting will be held at West Hollywood City Hall, on:
October 24, 2016
10:00 a.m.**

Social Services Division
City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069

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I GENERAL INFORMATION

A. Overview and Project Description

The City of West Hollywood is surrounded by the Cities of Los Angeles, Beverly Hills and the Hollywood Hills (part of the Santa Monica Mountain range). The 1.9 square mile City is intensely urban with 98.7% of the land developed with private or public uses. It is also the most densely populated city west of the Mississippi, with a population of approximately 34,000 residents. The general population includes large senior, gay or lesbian and Russian-speaking immigrant communities.

The City of West Hollywood invites proposals to operate the Door to Door/ Door Through Door ("TLC") service beginning January 2, 2017. The City was awarded funding under Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities Program) of the Moving Ahead for Progress in the 21st Century Act (MAP 21) to expand and extend a pilot originally funded by a New Freedom Programs Grant Section 5317 of the Transportation Equity Act for the 21st Century (TEA-21). In addition to the dedicated vehicle currently in operation, a second vehicle will be added to the service. Both vehicles are to be staffed with an attendant in addition to the driver, to assist passengers in getting from their homes to the vehicle, and from the vehicle to their appointments. The City is seeking proposals from qualified contractors to operate the project. Collaborative projects will also be considered. Funding is available for one year of operation, with options to renew.

The attached RFP includes a detailed description of the work to be performed. The proposals received will be used to determine which firm(s) will best meet the City's requirements. Collaborative proposals will be considered. The successful proposal will result in a contract for the period of January 1 through December 31, 2017 with possible options to renew.

B. Proposal Submission and Review

RELEASE DATE: The Request for Proposals will be released on Wednesday, October 19, 2016. Copies may be picked up at West Hollywood City Hall, 8300 Santa Monica Blvd. The RFP will also be posted on the City's website at www.weho.org. Applicants who do not pick up copies may call (323) 848-6510, or TTY for hearing-impaired (323) 848-6496, and request that one be mailed.

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 CITY.

Event	Date
RFP Released	October 19, 2016
Bidders Conference (RSVP by October 21)	October 24
Response to Questions	October 27
Proposals Due	November 9, 2016
Review Period	November 9 - 16, 2016
Recommendations published	December 1, 2016
Council Approval of Contract Award	December 5, 2016
Service in place	January 2, 2017

All questions regarding the RFP should be addressed to Perri Sloane Goodman, City of West Hollywood, pgoodman@weho.org no later than 5:00 PM on Wednesday, October 26, 2016.

SUBMISSION DEADLINE: Proposals must be received no later than November 9, 2016. Late submissions will not be accepted.

C. Pre-Proposal Conference & Questions

A pre-proposal conference will be held at 10:00 a.m. on October 24, 2016 at West Hollywood City Hall, 8300 Santa Monica Boulevard, West Hollywood, CA 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 pgoodman@weho.org no later than Friday, October 21.

Questions and comments may also be submitted in writing to:

City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069
Attention: Perri Sloane Goodman
OR:
pgoodman@weho.org

II. SCOPE OF WORK AND OPERATING STANDARDS

A.TLC Service Description

The City of West Hollywood is seeking to extend and expand its “TLC” Door to Door/Door Through Door service. Two vehicles will each be staffed with a *Transit Assistant* in addition to the driver to assist frail and mobility-challenged individuals to get from their homes to the vehicle, and from the vehicle to their destination. **“TLC” is a shared ride service that supplements the City’s regular Dial-A-Ride service with additional support for those individuals who are too frail to navigate the distance between door and curb unassisted.** Although the service is open to the general public, its intended target audience is those most in need of such assistance.

The City’s Dial-A-Ride Service provides curb to curb demand response and subscription service to senior and disabled West Hollywood residents. The City of West Hollywood contracts to provide this service by appointment Monday through Friday from 7:30 a.m. to 5:30 p.m. Dial-A-Ride provides transportation to destinations in and around West Hollywood and Beverly Hills, to social services agencies that are part of the City’s network, and to medical facilities including UCLA Medical Center, the Veterans Administration Hospital, and two Kaiser Permanente facilities in Hollywood and in West Los Angeles. The TLC service currently consists of one, dedicated vehicle that supplements the Dial –A- Ride service, and will be expanded to two vehicles in the coming weeks. Administration of the program includes screening, processing trip requests, scheduling trips, providing service information to the public, handling client questions and problem-solving, dispatch, vehicle storage and maintenance, financial and statistical accounting and service documentation in addition to general program operations.

The successful CONTRACTOR will be required to work with the CITY, the Dial-A-Ride provider and the City’s Social Services agencies to ensure that appropriate riders are referred to the door to door service. Access to TLC should be seamless from the existing Dial-A-Ride service. The CONTRACTOR shall work with City staff to implement and adhere to program policies and procedures relative to the referral process, access to and breadth of services.

B. Performance Requirements

1. DELIVERABLES:

At **minimum**, a total of 5500 one-way passenger trips will be provided over the one-year contract period.

A **minimum** of 3500 service hours will be provided over the one-year contract period on a schedule to be agreed upon by the CITY and CONTRACTOR. Dead head and fuel time shall

not be considered as part of reimbursable services. Proposals demonstrating the ability to provide service in excess of this minimum will be viewed favorably. Service will be available to members of the West Hollywood community during such hours as to maximize access to necessary community services.

2. REQUIRED OPERATING STANDARDS:

CONTRACTOR shall have, at a minimum, five (5) years' experience providing transit services to vulnerable populations.

The **CONTRACTOR** shall be responsible for the operations of TLC service in accordance with:

1. Applicable federal, state, and local laws and regulations.
2. Necessary driver qualifications.
3. Equipment operating instructions issued by the OEM (original equipment manufacturer).
4. Compliance with FTA Drug and Alcohol testing requirements.

The **CONTRACTOR** shall coordinate, manage and control all necessary program activities which shall include operating and maintaining the vehicle; providing scheduling and escort; appropriate staff training; implementing administrative procedures; reporting of performance and cost data and developing methods to maximize service efficiency.

CONTRACTOR and **CITY** shall work closely to ensure performance of service based on these standards. 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 **CITY**. Should it be found that **CONTRACTOR'S** performance has contributed to the failure to achieve these standards, the **CONTRACTOR** shall take all reasonable actions requested by **CITY** to correct deficiencies in performance. Should deficiencies persist, **CITY** may assess monetary penalties.

CONTRACTOR will act as a member of a larger City-wide service delivery system. **CONTRACTOR** will participate under the direction of **CITY** staff in planning and evaluating City services and in gathering information regarding community needs.

3. PERSONNEL

The **CONTRACTOR** represents that it has or 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 City. Required or voluntary drug testing and surveillance efforts on the part of the **CONTRACTOR** shall be explained to employees.

3.1 Customer Relations and Code of Conduct All personnel are responsible for knowledge of City transit and social services, and the City of West Hollywood. Project personnel must maintain a courteous attitude, answering any client questions regarding this program and other City transit programs. **CONTRACTOR** shall set personnel policies prohibiting conduct that is unbecoming of an employee.

3.2 Employee Salaries. Driver and Attendant wages shall start at \$13.50 per hour exclusive of benefits. Salaries may exceed the starting hourly rates and annual CPI increases shall be incorporated into the salary structure.

3.3 Employee Medical Insurance. CONTRACTOR shall provide to each employee whose compensation is derived in whole or in part from CITY funds under and pursuant to this Agreement, 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.

3.4 Vehicle Operator and Customer Assistant Expectations and Responsibilities:

- Operate the vehicles in a safe and timely manner;
- Be courteous to all passengers and the general public;
- Cooperate with the **CITY** project manager and **CITY** agents;
- Distribute or collect handouts, surveys, etc. as may be required;
- Maintain a clean and neat appearance, must be in a uniform that displays the operator's name. The uniform shall be of quality material and approved by the CITY.
- No acceptance of gratuities;
- Have a thorough knowledge of service area;
- Maintain route without deviation and do not use vehicle for personal business;
- Inspect vehicle for functionality prior to each departure from the garage;
- Assist passengers boarding and alighting vehicle as needed;
- Operate the wheelchair lift for passengers requiring or requesting such service (whether they are in a wheelchair or not); and
- Secure wheelchair passengers using vehicle securing devices.

3.4.1. Vehicle Operator. Vehicle operators will work on a schedule that ensures a consistent and overall quality of service. Vehicle operators must have a valid California Class II or Class B (with appropriate endorsements) Drivers' 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 shall 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 violation, and valid driver's licenses of its employees.

3.4.2 Transit Assistant. The Transit Assistant will assist passengers to board and alight from the vehicle and accompany passengers as needed from the entrance of their homes to the vehicle and from the vehicle to their destination inside buildings. CONTRACTOR shall outline the qualifications and training of the Transit Assistant. Experience/expertise in working with target population is highly desirable. Assistant will be expected to alert Program Manager regarding any concerns with respect to specific trips or passengers. Should a concern be of such a nature that follow up is required, Program Manager will bring such concern to the attention of the CITY.

3.4.3 Dispatch and Scheduling Dispatch/Scheduling staff will be required to work closely with existing Dial-A-Ride provider to ensure seamless service, and will be expected to interact courteously and respectfully with participants and service providers. Dispatch staff will be expected to alert Customer Assistant of any 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 concern can be brought to the attention of the CITY.

3.5 Project Manager: CONTRACTOR shall designate a Project Manager to oversee the complete operation of services detailed herein. Said Project Manager shall have at least five (5) years' experience in paratransit service operations including three (3) years supervisory experience. The Project Manager shall be available to CITY at all times by telephone or in person to make decisions and provide coordination between CITY and CONTRACTOR and will work closely with CITY to develop service modifications and provide on-site management during start-up of operations and during implementation of major service changes.

The Project Manager will provide management of the project's accounts and operating records, including, but not limited to, the following:

- Training, scheduling and supervision of project personnel.
- Arranging the assignment of backup personnel.
- Distribution and collection of operating reports.
- Daily monitoring of the service delivery, ensuring that an adequate level of service is maintained.
- Preparation of monthly summaries of operating and fiscal data.
- Maintenance of project accounts.
- Preparation of a monthly invoice which documents all charges.
- Immediate responsibility for any operational problems and passenger complaints and accurately reporting these problems to the CITY promptly.
- Oversight of Drug Testing Procedures
- Oversight of DMV Pull Notice Program
- Participate in regular meetings with CITY Staff.

3.6 Training: CONTRACTOR will establish and arrange continuing training programs for all service employees who are working on the project. Training shall include customer service and sensitivity training specific to target population, as well as ADA, CPR, security training, and defensive driver training (for operators). Personnel will be trained in all operational procedures relating to the project.

All personnel shall be trained to provide excellent customer service and to respond in a professional manner. CONTRACTOR shall be prepared to handle Senior, Disabled, and Russian- speaking riders with respect and sensitivity. Awareness of the LGBT community is required. Training must include techniques for dealing with the public in a helpful and courteous manner, and basic information about the service and the CITY of West Hollywood.

4. Communication:

4.1 Telephones CONTRACTOR shall have a customer service telephone line to provide service information, dispatch and client assistance, Monday through Friday. All personnel shall be trained to respond in a professional manner. All staff shall be trained in proper procedures for handling calls from Russian-speaking callers.

Separate phone numbers for the CITY are required. CONTRACTOR shall provide TDD or other means of communication for those with hearing impairments. The telephone numbers shall be owned by the CITY and upon termination of the agreement CITY reserve all rights to the use of the reservation phone lines and numbers. Comments and complaints may also be received on this number. A record of complaints and their resolution shall be submitted with the Monthly Report.

4.2 Automated Call Directory (ACD) System CONTRACTOR shall provide an ACD system capable of:

- Distribution of calls to the next available reservationist.
- Ability to measure how many calls are answered, and how many calls are lost that hold at least 30 to 90 seconds.
- Other features which are normally associated with an ACD phone system are recorded hold messages which can be changed easily, and music and/or other recorded information while on hold. Any recorded instructions or messages shall be in English and Russian.
- A digital display that tracks the number of calls on hold and length of time on hold.

4.3 Vehicle Communications CONTRACTOR shall install a communication system that allows for timely and efficient dispatch, coordination and response to necessary service calls. The system may be of the CONTRACTOR'S choice. All vehicles shall be equipped with GPS enabled mobile tracking device, also of CONTRACTOR'S choosing.

5. Vehicle Condition, Maintenance and Operation

5.1 Vehicles: The City of West Hollywood will provide one (1) 2013 and one (1) 2016 ADA compliant Braun Entervan. Both vehicles are gasoline powered. The successful contractor will be required to maintain this vehicle according to the specifications below and provide a spare vehicle of similar specification when the City-owned vehicle is out of service. Prospective agencies shall outline in detail their complete maintenance monitoring and preventive maintenance program.

5.2 Vehicle Maintenance Plan and Practice: CONTRACTOR shall maintain all components of the vehicle including its body, frame, furnishing, mechanical, electrical, hydraulic or other operating systems in proper working condition free from damage and malfunction. 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.

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.

The CITY requires 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.

In the event that towing of any vehicle is required due to mechanical failure or damage, CONTRACTOR shall be responsible to provide such towing at CONTRACTOR's sole expense.

5.3 Daily Maintenance: The items listed below shall be functionally inspected each day prior to dispatch.

- General illumination lights
- Headlights
- Indicator lamps
- Warning lamps
- HVAC
- Upholstery condition

- Seat frames
- Windshield wipers
- Emergency lights
- Fluid levels
- Safety appliances
- Wheelchair lift/ramp function
- Wheelchair securing devices

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 **CITY** at its request.

5.4 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 shuttle must be no greater than 77 degrees Fahrenheit and no less than 70 degrees.

5.5 Cleaning: Vehicle will be inspected for cleanliness daily prior to service. 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**. Items of specific interest to the **CITY** and other authorities shall be retained as these entities request.

At least once weekly, the vehicle must receive a detailed cleaning. Weekly cleaning, at a minimum, must include the following:

- Exterior Wash
- Interior windows cleaned
- Vacuuming of carpeted floors
- Wiping down of non-upholstered seats with clean water and appropriate cleaning solution
- Vacuuming of upholstered seats
- Wiping down of hand rails with clean water and appropriate cleaning solution

5.6 Fuel: Fuel Costs shall not be included in the calculation of hourly reimbursement rate and are shown as a separate line in the budget. Fuel costs will be directly reimbursed to **CONTRACTOR** by the City. **CONTRACTOR** shall submit documentation of fuel costs with its monthly invoice.

5.7 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 CITY immediately and state what is being done to correct the deficiency. The vehicle must be inspected annually by the CHP. CONTRACTOR will comply with DMV Pull Notice Program.

5.8 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 CITY also reserves the right to establish additional criteria regarding reliability of response in the event of breakdowns.

5.9 Storage and Maintenance Facilities. The CONTRACTOR shall provide and maintain appropriate vehicle fixed storage and maintenance facilities for the garaging and servicing of the vehicles and vehicle equipment. The CONTRACTOR shall state the location of such facilities. Maintenance and storage locations shall be located within 15 miles of CITY' limits and approved by the CITY.

III. PROPOSAL INSTRUCTIONS

A. Submittal of Proposals:

One original, signed, hard copy and one .pdf file must be submitted no later than Wednesday, November 9. Any proposal received after the due date and time specified in this RFP will not be considered and will be returned unopened. The proposal should be sent to:

**City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069
Attention: Perri Sloane Goodman, Transportation Program Administrator**

Proposals must include all required attachments. Cost Forms shall be submitted in a separate, sealed envelope marked as "Cost Proposal". All prices and notations must be in ink or typewritten. The sealed proposal must be clearly marked: **Request For Proposal, West Hollywood TLC Service.**

B. Format of Proposal:

Interested contractors should provide the **CITY** with a thorough proposal which is typed using a 12-point font size and adheres to the proscribed order and content of sections. Proposal should be straightforward, and concise. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. The evaluation process will provide credit only for the capabilities and advantages which are clearly presented by the CONTRACTOR in the written proposal.

The following proposal sections are to be included in the bidder's response:

1. Proposal Narrative:

Operating Methodology: Describe method proposed to perform the work described in the Scope of Work in this RFP, including proposed hours of service, dispatch availability and how contractor will coordinate with existing Dial-A-Ride service. Describe how effective use of personnel will ensure service quality. Specifics should be included about training plan or program to ensure sensitivity to special needs and/or passengers with disabilities.

Discuss proposed operational programs, including but not limited to recruitment and hiring; dispatch and scheduling; recordkeeping; field supervision; drug testing policy; preventative maintenance plan; procedures for handling of lunch and other breaks for driver and attendant; and the location of the proposed maintenance facility. Describe system used to assign trips in a manner that will maximize use of available resources.

CONTRACTOR may also include recommended methods to exceed minimum standards established in the RFP. The proposal may include a substitute list of service standards which meet or exceed those in specified in this proposal. Describe in detail the methods to be used to ensure continuing service during mechanical difficulties or breakdowns that affect the program operations

Qualifications of Bidder: Describe experience operating Door to Door and/or Door Through Door services. Furnish proof of ability to perform all terms of this RFP, to implement procedures appropriate to door to door or door through door programs and to ensure appropriate training of staff. Identify and describe proposed storage and maintenance Facilities, Maintenance Program, and vehicle communication systems.

Staffing: Describe required personnel and qualifications for each position. Describe bidder's ability to attract and screen for staff with adequate knowledge and skills to appropriately serve the project's target population and how staff will be adequately supported in working with this population. Include job description for the Transit Assistant.

The Project Manager should be designated, with the percentage of the time dedicated to this project specified. Describe how management will ensure responsiveness to CITY staff at all times. A detailed resume must be included which includes his or her direct experience with similar projects and dates of previous employment

2. Proposal Forms:

All information requested on Proposal Forms I, II, III and IV must be provided according to the following instructions to be considered a responsive bid. 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 fixed price upon completion of contract negotiations.

- **Proposed Costs:** The cost components of service must be identified according to the specifications as provided in Form II. The methods used to compute the proposed operating costs for service must be attached to Form II. *Calculations on Form II must include total costs to the bidder for project services.* Cost proposals shall describe:
 - a) Hourly operating rates covering all associated operational costs including, but not limited to, labor, supervision, training facility and any other necessary costs.

b) Total project budget accounting for anticipated level of service and operating hours for the proposed project period.

3. Required Attachments:

- **Financial statement**
- **Training Program:** Provide an outline of planned Customer Service and Sensitivity Training program.
- **Incident Procedure Manual:** Provide an outline of Incident Procedure Manual.
- **Safety Procedure:** Provide an outline of Safety Procedures Manual.
- **Drug Testing Policy:** Provide an outline of Drug Testing policies and procedures.
- **Certification of Federal Clauses:** Include a signed copy of Certification of Federal Clauses.

IV. CITY REQUIREMENTS AND CONDITIONS

A. Proposal Conditions

- 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 City reserves the right to negotiate.
- All proposals become the property of the City, which reserves 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 City reserves the right to extend the RFP submission deadline if, in the City's sole judgment, such action is in its interests. If the deadline is extended, all applicants will have the right to revise their proposals.
- The City reserves the right to reject all, or any, of the proposals it receives.
- The City reserves the right to withdraw or modify this RFP, and to refrain from awarding contracts altogether.
- The City reserves the right to request additional information, including agency support documents, during the RFP evaluation process.
- Prior to award of the contract, the CITY reserve the right to request additional information about the history of operations of the CONTRACTOR and its principals. In addition, field review of existing equipment, facilities and operations will be carried out
- 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.
- Upon award of a contract, all proposals shall become public record.
- Any changes to the RFP requirements will be made by addendum. Addenda will be mailed to CONTRACTORS at the address provided by CONTRACTORS. All addenda shall be signed and attached to the PROPOSAL FORM. Failure to attach any addenda may cause the proposal to be considered non-responsive. Such proposals may be rejected.
- No prior, current or post award verbal conversations or agreements with any officer, agent, or employee of the CITY shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.
- Non acceptance of any proposal will not imply any criticism of the proposal or convey any indication that the proposal or proposed system or equipment was deficient.
- Non acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the CITY or that no proposal was deemed acceptable.

- B. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to 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. In connection with this project, the CONTRACTOR shall not discriminate on the grounds of race, color, or national origin.
- C. EMPLOYEES** The CONTRACTOR shall be solely responsible for the satisfactory work performance of all employees as described by the RFP or any reasonable performance standard established by the CITY. The CONTRACTOR shall be solely responsible for payment of all employees' wages and benefits and subcontractors' costs. Without any additional expense to the CITY, the CONTRACTOR shall comply with the requirements of employee liability, workers' compensation, employment insurance and Social Security. The CONTRACTOR shall hold the CITY harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The CITY shall have the right to demand removal from the project, for reasonable cause, of any personnel furnished by the CONTRACTOR. The CITY must be notified of new hires or reassignments of project personnel. CONTRACTOR must notify CITY in writing within (2) days of all changes in personnel funded in full or in part by this agreement.
- D. CHANGES IN THE LEVEL OF SERVICE** The CITY may adjust the level of service at its discretion. CONTRACTOR shall 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 CITY. City shall give CONTRACTOR thirty (30) days written notice of modifications that the CITY determines are major and may provide CONTRACTOR with less notice if the CITY determines modifications are minor.
- E. OPERATING DURING A DECLARED EMERGENCY** In the event of a declared emergency, the CONTRACTOR shall deploy vehicles in the manner dictated by the CITY as part of the Emergency Operations Plan. However, the City shall be obligated to compensate the CONTRACTOR for service which significantly exceeds the normal expense of operating the service during such period of declared emergency.
- F. DAMAGE TO PROPERTY:** CONTRACTOR shall take care to not damage passenger's or City's property while performing transportation services. CONTRACTOR shall be responsible for all damage passenger's or City's property caused by actions or inactions of the CONTRACTOR.

G. **INSURANCE.** Without limiting CONTRACTOR'S indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of the Agreement a program of insurance satisfactory to the CITY covering its operations thereunder. When such coverage is provided by commercial insurance, such insurance shall be secured through a carrier satisfactory to the CITY, and certificates evidencing such insurance, along with significant endorsements, shall be delivered to the CITY no later than fifteen (15) days after execution of the Agreement. CONTRACTOR shall give CITY at least thirty (30) days written notice of any modification or cancellation of any policy of insurance.

The CONTRACTOR shall maintain General Liability Coverage, Automobile Liability Coverage, and Crime Coverage of at minimum five million dollars (\$5,000,000) per occurrence. Proposals which can show higher levels of coverage will be looked upon favorably. Such insurance shall be primary to any other similar insurance, shall name the CITY as additional insured, and shall contain a provision stating that the insurance carrier will provide thirty (30) day advance notification of cancellation of such insurance.

All policies shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of an award.

H. **ASSIGNMENT AND SUBCONTRACTING.** Assignments of any or all rights, duties, or obligations of the CONTRACTOR will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor.

I. **RECORDS AND AUDITS.** 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 CITY or any authorized representative. The CONTRACTOR shall maintain complete and accurate records of all operator services and other activities carried out during the Agreement period. CONTRACTOR shall also maintain records of all maintenance of the vehicle.

The CONTRACTOR will supply the reports to the CITY as the CITY requests. The format of these reports shall be developed by the CONTRACTOR and subject to the review and written approval of the CITY. CONTRACTOR shall provide the City all information necessary to comply with data requirements of the New Freedoms (Section 5317) program. CONTRACTOR shall attend meetings with Federal Transit Administration (FTA) during Triennial Reviews.

V. 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 CITY for attainment of project objectives as defined in the RFP, based on EVALUATION CRITERIA set forth in this RFP. 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 of this RFP and the weighting assigned thereto. Weighted scores from all panel members will then be added and a percentage value will be calculated and assigned to each proposal. Following such evaluation, a decision will be made whether 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 will be to obtain additional information or clarification of CONTRACTORS' 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 evaluation panel will then recommend one CONTRACTOR for operation of services, based on the results of the final scoring, for approval by the City Council of West Hollywood. Award approvals are expected to be completed by December, 2016.

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 by CITY of West Hollywood 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:

	Up To
Financial Viability	15%
Technical Competence and Qualifications Proposals should demonstrate CONTRACTORS' understanding of project requirements and ability to meet performance goals as well as comply with all technical and administrative requirements.	20%
Experience Demonstrated experience with similar scope of service.	20%
Personnel Management and Training Program Adequacy of wage and benefit packages, employee selection process and drug policy. Emphasis will be placed on adequacy of training programs and ability to meet the needs of the City's frailest residents, as well as demonstrated safety record.	25%
Vehicle Maintenance Program and Facilities	10%
Price	5%
References	5%
TOTAL	100%

PROTEST PROCEDURES

Because this is a Federally funded procurement, 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 (City of West Hollywood) 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. Protestors shall file a protest with the FTA not later than five (5) working days after a final decision of the City of West Hollywood is rendered under this protest procedure.

4. West Hollywood shall not award a contract 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 West Hollywood or the Federal Government.

5. West Hollywood 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:

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

RFP CHECKLIST

- One original hard copy and one .pdf file of proposal package
- Signed FORM I: Cover Sheet and Bid Certification (Sealed)
- FORM II: Cost Components and separate Cost Justification Page (Sealed)
- Proposal Narrative
- FORM III: Statement of Applicant Eligibility
- Form IV: Client List
- Signed Federal Certification Forms
- Training Program
- Incident Procedure Manual
- Safety Procedures
- Drug Testing Policy
- Certified financial statement
- Identification and resume of Project Manager
- RFP Checklist

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: _____

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 II: COST COMPONENTS

Hourly Rate Cost Components	12-Month Period
1. Operating Costs (Describe below)	
2. Maintenance	
3. Administration	
4. Facility	
5. Profit	
6. Other Costs (Describe below)	
7. Total Cost	
8. Vehicle Revenue Service Hours	(3500 minimum)
Hourly Rate (Line 7 divided by line 8)	

9. Start Up Costs _____
10. Fuel _____
11. Total Proposal (total, lines 7+9+10) _____

Hourly Rate Cost	
1. Operating Costs (from Line 1)	
A. Driver Wages	
B. Attendant Wages	
C. Benefits/Payroll	
2. Other Costs (from Line 6)	
A. Liability Costs	
B. Other (describe)	
C. Capital/Interest	

FORM III: STATEMENT 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, medical condition, gender, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.

The applicant is in compliance with the City's ordinance prohibiting discrimination on the basis of sexual orientation.

The applicant is in compliance with the City's ordinance prohibiting discrimination against persons living with HIV/AIDS.

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 suggested City policy.

The applicant must implement an accounting system which complies with the City's Contracting and Accounting Handbook.

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

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

Form III, page 2

The CONTRACTOR represents and warrants to the CITY 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 to the CITY that the CONTRACTOR 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.

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 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 _____