CITY OF LOS ANGELES

INTER-DEPARTMENTAL MEMORANDUM

Date: June 23, 2025

To: Honorable City Council

C/O City Clerk, Room 395

Attention: Honorable Heather Hutt Chair, Transportation Committee

From: Laura Rubio-Cornejo, General Manager

Department of Transportation

Subject: AUTHORITY TO ISSUE A REQUEST FOR PROPOSALS FOR THE NORTH REGION TRANSIT,

PARATRANSIT, AND MICROTRANSIT SERVICES: MANAGEMENT AND OPERATION OF THE NORTH REGION COMMUTER EXPRESS, COMMUNITY DASH, CITYRIDE DIAL-A-RIDE,

AND LANOW MICROTRANSIT SERVICES, RAMP ID #216747

SUMMARY

The Los Angeles Department of Transportation (LADOT) requests authorization to release a Request for Proposals (RFP) for the management and operation of the North Region Transit, Paratransit, and Microtransit Services. Pursuant to the Los Angeles Administrative Code Section 10.4, LADOT submits this report and RFP to the Los Angeles City Council (Council) for consideration and will release the RFP after the required 10-day review period.

RECOMMENDATION

That the City Council receive and file this report.

BACKGROUND

The City of Los Angeles Department of Transportation is seeking proposals from qualified Proposers to manage and operate the North Region Transit, Paratransit, and Microtransit Services, including the North Region Commuter Express Services, North Region Community DASH Services, the LADOT San Fernando Valley (Area 1) Cityride Dial-a-Ride Paratransit Services, and the LAnow Zone 1 Microtransit Services.

LADOT Bureau of Transit Programs (Transit) operates the second largest transit system in Los Angeles County, providing local transit services that complement Los Angeles County Metropolitan Transportation Authority (Metro) trunk line bus and rail services. Since 1986, LADOT has outsourced its various transit programs by partnering with qualified contractors through a competitive bidding process. LADOT Transit is the operating division of the LADOT responsible for providing commuter buses, neighborhood circulator buses, on-demand first mile/last mile service, and accessible transportation for seniors and people with disabilities. All LADOT Transit services are competitively contracted to private sector operators.

The Community DASH services operate throughout the day, connecting residents to the community's commercial, medical, school, and shopping facilities, and also serves as a feeder distributor to the regional transit services.

The Commuter Express services operates as an express shuttle service providing daily commuters a connection to and from suburban neighborhoods to the various civic Centers within Los Angeles. The Commuter Express is a suburb-to-downtown, or suburb-to-suburb, line haul weekday peak hour service.

The Cityride Program is a paratransit program for senior citizens and qualified persons with disabilities living in the City of Los Angeles and designated areas of Los Angeles County. Participants may schedule curb-to-curb Dial-a-Ride shared-ride paratransit transportation for trips up to ten miles or receive discounted taxicab trips.

The LAnow Zone 1 services, launched in 2021, is an application-centered microtransit demand-response shared mobility service operating in the Los Angeles neighborhoods of Palms, Mar Vista, Venice, and Del Rey. LAnow operates as a dynamic local on-demand shared-ride service.

DISCUSSION

LADOT Transit seeks to contract with a qualified transit operations firm to provide North Region Transit, Paratransit, and Microtransit Services for a five-year contract term with the option of two one-year contract extensions, for a total term of seven years.

The operation and management of the City's North Region Transit, Paratransit, and Microtransit services are critical components of the LADOT Transit operations. It is imperative that LADOT establish a new contract to ensure the uninterrupted operation of the North Region Transit, Paratransit, and Microtransit services for the benefit of the public. While this RFP is going through the procurement process, LADOT is currently processing the Fourth Amendment to C-140191, which is the current North Region Transit Bus Services contract that expired on April 30, 2025. Currently, the Fourth Amendment to C-140191 is under internal LADOT review and will request to extend the term of Agreement for one year, with an additional one year optional term extension, for a total of five-years, from May 1, 2022, through April 30, 2027, to allow time for the City to issue this new RFP and award a new contract.

FISCAL IMPACT

There is no fiscal impact to the General Fund. Services provided by the LADOT North Region Transit, Paratransit, and Microtransit Services are funded by Proposition A, Fund 385, in the Transit Operations account established annually through the budget process.

LRC:JK:jy

Attachment



REQUEST FOR PROPOSALS

NORTH REGION TRANSIT, PARATRANSIT, AND MICROTRANSIT SERVICES:

Management and Operation of the North Region Commuter Express, Community DASH, Cityride Dial-a-Ride, and LAnow Microtransit Services

RAMP ID #216747



DASH
CITYRIDE
LAnow

Date Issued:

Tuesday, June 24, 2025, at 12:00 p.m. PST

Mandatory Pre-Proposal Meeting:

Thursday, July 17, 2025, at 10:00 a.m. PST

Submission Deadline:

Thursday, September 4, 2025, at 3:00 p.m. PDT

CITY OF LOS ANGELES
DEPARTMENT OF TRANSPORTATION
BUREAU OF TRANSIT SERVICES

Caltrans Building 100 South Main Street, 10th Floor Los Angeles, California 90012

TABLE OF CONTENTS

1. REQUEST FOR PROPOSALS (RFP) OVERVIEW	1
2. INTRODUCTION AND BACKGROUND	
2.1 Objective of this Request for Proposal	
2.2 LADOT Transit Services Background	
2.3 Transit Service Description	
2.4 Commuter Express Services	5
2.5 Community DASH Services	
2.6 Cityride Program	
2.6.1 Cityride Cards	
2.6.2 Cityride Dial-a-Ride Paratransit Service	8
2.6.3 Cityride DAR is a Pre-Scheduled Trip Service	9
2.6.4 Paratransit Overflow Service	
2.6.5 Paratransit Overflow Service Trip Booking	9
2.7 LAnow On-Demand Shared-Ride Service	
2.7.1 LAnow Service Zone 1	10
2.7.2 LAnow Service Zone 2 Online Trip Reservation and Payment Application	10
3. SCHEDULE FOR RFP PROCESS	10
4. SCOPE OF WORK	10
4.1 Transit Fixed Route Service Operational Requirements	12
4.1.1 Commuter Express Services	12
4.1.1.1 North Region Commuter Express Line Operational Requirements	12
4.1.1.2 Commuter Express Schedule Adherence	12
4.1.1.2.1 Commuter Express Early Trip	12
4.1.1.2.2 Commuter Express Late Trips	12
4.1.1.2.3 Commuter Express Missed Trips	13
4.1.1.3 North Region Commuter Express Peak-Service Vehicle Assignments	13
4.1.1.4 North Region Commuter Express Revenue Service Hours	14
4.1.1.5 North Region Commuter Express Zone Table	14
4.1.1.6 Commuter Express Fares and Transfers	14
4.1.2 North Region Community DASH Routes Operational Requirements	17
4.1.2.1 North Region Community DASH Schedule Adherence	17
4.1.2.1.1 DASH Early Trip	17
4.1.2.1.2 DASH Late Trip	18
4.1.2.1.3 DASH Missed Trip	18
4.1.2.2 North Region Community DASH Peak-Service Vehicle Assignments	18
4.1.2.3 North Region Community DASH Revenue Service Hours	19
4.1.2.4 Community DASH Fares	19
4.2 North Region Paratransit Service Requirements	21



4.2.1	L Cityride Authorized Users	21
4	4.2.1.1 Caregiver/Attendant Policy	21
4	4.2.1.2 Participant Suspension from DAR Usage	22
4	4.2.1.3 Suspensions Due to Policy Violations	22
4	4.2.1.4 Violation of the Cityride Rider Code of Conduct	22
4.2.2	2 Cityride Dial-a-Ride Area 1 Service Area	23
4.2.3	3 DAR Span of Service/Maximum Revenue Service Hours	24
4.2.4	1 Cityride Reservations and Trip Scheduling	24
4	4.2.4.1 Cityride Scheduling and Dispatching System	25
4	4.2.4.2 Cityride Telephone System Requirements	28
4	4.2.4.3 Cityride Reservationist Availability and Telephone Reservation Hours	29
4	4.2.4.4 Cityride Trip Scheduling	29
4.2.5	Paratransit Overflow Program	31
4	4.2.5.1 Paratransit Overflow Service Trip Booking	31
4	4.2.5.2 Paratransit Overflow Program Reporting	31
4.2.6	6 Cityride DAR Schedule Adherence	32
4	4.2.6.1 Cityride Early and Late Trips	32
4	4.2.6.2 Cityride Missed Trip	32
4	4.2.6.3 Cityride No-Show Policy	32
4	4.2.6.4 Cityride Maximum Time for Participant Trip to be Completed	33
4.2.7	7 Cityride Media Usage and Cash Fares	33
4	4.2.7.1 Cityride Card Usage and Fares	33
4	4.2.7.2 Cityride DAR and Semi-Fixed Routes Fare Structures	34
4	4.2.7.3 Paratransit Overflow Program Fares	34
4	4.2.7.4 Cityride Card Used for Fares on City of Los Angeles Permitted Taxicabs	34
4	4.2.7.5 Emergency Assistance for Participants with Zero Balance on Cityride Card	35
4.2.8	3 Cityride Dial-a-Ride Fleet Vehicles	35
4.3 LAno	w On-Demand Shared-Ride Service Operational Requirements	35
4.3.1	LAnow Service Zone 1	36
4.3.2	2 LAnow Reservation System	36
4.3.3	3 LAnow Mobile Application	37
4.3.4	LAnow Driver-Specific Application Requirement	39
4.3.5	5 LAnow Fare Collection	40
4.3.6	5 LAnow Zone 1 Fleet Assignment	41
4.4 Trans	sit Service Holidays	41
4.5 Qua	lity Customer Service	41
4.6 Ope	rator Safety and Preventable Accidents	42
4.7 Fare	Revenue Collection and Accuracy	42
4.7.1	L Farebox and Vaulting Security Procedures	42



4.7.2 Fare Collection	43
4.7.3 Transit Access Pass (TAP) System	43
4.7.4 LA Mobile Ticketing	43
4.7.5 Accuracy	44
4.8 LADOT's Transit Customer Service Center and Complaint System	44
4.9 Lost and Found Policies	44
4.9.1 Lost Cityride Cards	45
4.9.2 Found Cityride Cards	45
4.9.3 LADOT Transit Lost and Found Phone Numbers	45
4.10 Performance Standards and Performance Penalties	45
4.10.1 Driver Permits	46
4.10.2 Driver Courtesy	46
4.10.3 Americans with Disabilities Act (ADA) Requirements	46
4.10.3.1 ADA Announcements on Fixed and Semi-Fixed Routes	47
4.10.3.2 ADA Training	47
4.10.3.3 Additional ADA Requirements	47
4.10.3.4 Progressive Discipline of Drivers Violating ADA Requirements	48
4.10.4 Radio Communication	
4.10.5 Engine Idling	48
4.10.6 Road Calls	48
4.10.7 Maximum Response Time for Breakdowns or Accidents	49
4.10.8 Driver Safe Operation of Vehicles	49
4.10.9 Heating and Air Conditioning Performance	49
4.10.10 Use of City Vehicles	49
4.10.11 Submission of Reports	49
4.11 Contractor Reporting Requirements	49
4.12 Records and Audits	50
4.12.1 Maintenance of Records	50
4.12.1.1 Administrative Records	51
4.12.1.2 Property Records	51
4.12.1.3 Licensing, Warrantees, and User Agreements	52
4.12.2 Accounting Practices	52
4.12.3 Validity of Financial Documentation Submissions	52
4.12.4 Audit and Inspection of Records	53
4.12.5 Records and Audits of Subcontracts	54
4.13 Computer, Internet, and WiFi Technology	54
4.14 Mobile Hotspots, Apple iPhones, and Laptop Requirements	55
4.15 City-Owned Transit Maintenance Facility	56
4.15.1 Storm Water Pollution Prevention	57



4.15.2 Anticipated Facility Electrification Upgrade	59
4.15.3 Facility Agreed Use	60
4.15.4 Facility Move-In Condition	61
4.15.5 Facility Administration Building Furnishing Requirements	61
4.15.6 Facility Maintenance Building Furnishing Requirements	62
4.15.7 Facility Maintenance; Repairs; Trade Fixtures, and Alterations	62
4.15.7.1 Contractor's Obligations	62
4.15.7.2 Anticipated Sylmar Transit Maintenance Facility Repairs	64
4.15.7.3 LADOT's Obligations	64
4.15.8 Facility Equipment Upgrades and Improvements	65
4.15.9 Transit Maintenance Facility Assets	65
4.16 Park-and-Rides	66
4.16.1 Granada Hills Park and Ride	66
4.16.2 Encino Park and Ride	66
4.16.3 Community Christian Alliance Church Park and Ride	67
4.17 Transit Fleet Vehicles	68
4.17.1 Transit Service Vehicles	69
4.17.2 Maintenance of Service Vehicles	71
4.17.3 Non-Service/Non-Revenue Vehicles	72
4.17.4 Contractor Leased Vehicles Requirements	73
4.17.5 Vehicle Fueling/Charging Plan	73
4.17.6 Radio Communication System	74
4.17.7 Cityride DAR Tablets	75
4.17.8 LAnow Tablets	75
4.17.9 Intelligent Transit Systems (ITS)	76
4.17.10 Scheduling Software (SaaS) Platform	78
4.17.11 Surveillance Systems	79
4.17.12 Public WiFi	79
4.17.13 ViriCiti System	79
4.17.14 Mobileye Systems	79
4.17.14.1 Mobileye Shield Plus System	80
4.17.14.2 Mobileye System	80
4.17.15 Automatic Passenger Counters (APC)	80
4.17.16 Vehicle Condition	80
4.17.17 Bus Advertisement	80
4.17.18 Vehicle Fire Prevention, Fuel Detection, and Safety Program	81
4.17.19 Applicable Codes and Regulations	81
4.17.20 Retention of Retired Fleet Vehicles	81
4.18 Management and Personnel Requirements	82



4.18.1 General Managers	85
4.18.2 Operations Manager	86
4.18.3 Facility Coordinator	87
4.18.4 Fixed Route Technology Manager	88
4.18.5 Cityride Data Managers	89
4.18.6 NTD Data Managers	89
4.18.7 Safety and Training Manager	89
4.18.8 Trainers	90
4.18.9 Maintenance Manager and Mechanics Requirements	90
4.18.9.1 Mechanic Qualification Levels and Definitions	90
4.18.9.2 Maintenance Manager	91
4.18.9.3 Assistant Maintenance Manager(s)/Lead Mechanic(s)	92
4.18.9.4 Mechanics	93
4.18.10 Dispatchers and Dedicated On-Time Monitoring Personnel	93
4.18.11 Road Supervisors/Field Supervisors Requirements	94
4.18.12 Cityride DAR Reservationists	95
4.18.13 Vehicle Operators	96
4.18.13.1 Vehicle Operator Requirements	96
4.18.13.2 City Driver Permit and Fee Structure	98
4.18.14 Security Guards	99
4.18.15 Janitorial Staff	100
4.18.16 Bus Washer/Cleaners	100
4.18.17 Staff Retention	100
4.18.18 Bonuses/Incentive Programs for Attendance and Safety	100
4.18.19 Vacancies - Position and Task Report	101
4.19 Safety and Security Requirements	101
4.19.1 Safety Program	102
4.19.2 Drug-Free Workplace	102
4.19.3 Facility Security	103
4.19.4 Bus Security	103
4.20 Safety/Security/Emergency Response Responsibilities	104
4.20.1 Requirements for all Contractor Personnel	104
4.20.2 Requirements for Contractor Supervisors	104
4.20.3 Requirements for Vehicle Operators	106
4.20.4 Requirements for Dispatchers	106
4.20.5 Requirements for Maintenance Staff	107
4.21 Operating During a Declared Emergency	107
4.21.1 Operation of Project Vehicles by Contractor Personnel	107
4.21.2 Operation of Project Vehicles by City Personnel	107



4.22 Operating During a Non-Declared Emergency	108
4.23 On-Board Security Requirement	108
4.24 Subcontractors	108
4.24.1 Subcontractor Substitution During the Contract Duration	109
4.24.2 Schedule B and Schedule C Reporting Requirements	109
4.25 Service Level Modification and Additional Requirements	109
4.26 Comprehensive Operations Analysis (COA) Service Changes	110
4.27 FTA National Transportation Database (NTD)	110
4.28 One-time or Short Term Special Circumstance Services	111
4.29 Additional Task Orders Not Specified in the RFP	111
4.30 Licensing, Warrantees, User Agreements, and Intellectual Property	111
4.30.1 Data	112
4.30.2 Software	112
4.30.3 Licenses/User Agreements	112
4.30.4 Warrantees	113
4.31 Transition Plan	113
4.32 Termination of the Agreement	113
4.33 Return of City-owned Transit Maintenance Facility	114
4.34 Return of Service Vehicles	116
4.35 Return of City-owned Property and Assets	116
5. PROPOSAL FORMAT AND SUBMISSION	116
5.1 Proposal Content	
5.1.1 Cover Letter	117
5.1.2 Table of Contents	118
5.1.3 Company Profile	118
5.1.4 Proposer Qualifications	119
5.1.5 References	119
5.1.6 Staffing and Organization	119
5.1.7 Best Value Proposal	120
5.1.8 City Contracting Requirements	121
5.1.9 Financial Background	121
5.2 Submitting Proposals	121
5.3 Mandatory, Virtual Pre-Proposal Conference	123
5.4 RFP Addenda/Clarifications	124
5.5 Acceptance of Terms and Conditions	124
5.6 Proposal Conditions and Limitations	124
5.7 Conference During the Proposal Period	124
5.8 Terms of Withdrawal	124
5.9 Execution of Proposals	125



5.10 Disposition of Proposals	125
5.11 Limitations	125
6. EVALUATION AND SELECTION PROCESS	126
6.1 Mandatory Requirements	126
6.2 Evaluation Committee	126
6.3 Evaluation Criteria	126
6.3.1 Qualifications of Proposer (15 points)	128
6.3.2 Qualifications of Proposed Staff (30 points)	129
6.3.3 Operating Methodology (15 points)	132
6.3.4 Cost-Effectiveness (40 points)	135
6.4 Oral Interview	135
6.5 Evaluation and Forced Ranking	136
6.6 Local Business Preference Program Ordinance	136
6.7 California Labor Code for Public Transit Service Contracts	137
7. TERMS OF THE CONTRACT	137
8. COMPENSATION	138
8.1 Line Item Costs	139
8.2 Capital and Start-Up Invoice Submissions	144
8.3 Compensation Calculation	
8.3.1 Hourly Compensation Calculations	145
8.3.2 Line Item Compensations	148
8.3.3 Monthly Invoice Summary Formatting Requirements	
8.4 Monthly Invoices Submissions	150
8.5 Public Safety, Emergency, and Special Service Invoice Submissions	
8.6 End of Contract Term Invoice	151
9. GENERAL TERMS AND CONDITIONS	151
9.1 Standard Provisions for City Contracts	151
9.2 City Contracting Requirements	151
9.3 Insurance Requirements	152
9.4 Executive Directive 35 Requirements and Compliance	152
9.5 Contractor Non-Compliance of Scope of Work	152
9.6 Project Findings and Ownership of Work Produced by the Contractor	152
9.7 Evaluation of City Personal Services Contractors	152
9.8 FTA Contractual Provisions	153
10. GENERAL CITY RESERVATIONS	155
11. PROTEST PROCEDURES	156
11.1 Protest Timeline and Submission	157
11.2 Protest of Content	157
11.3 Protest Against Another Respondent	157



11.4 Contract Compliance Protest	
11.5 Selection Process Protest	
11.6 Protest Review Process	158
11.7 Protests and Subcontractors	
12. TABLES	159
13. EXHIBITS	159
14. PROPOSAL FORMS	160
15 ATTACHMENTS	160



LADOT

I. REQUEST FOR PROPOSALS (RFP) OVERVIEW		
RFP PUBLISHED:	Tuesday, June 24, 2025, at 12:00 p.m. PST	
RAMP ID NUMBER:	RAMP ID Opportunity Number 216747	
TITLE:	RFP North Region Transit, Paratransit, and Microtransit Services	
DESCRIPTION:	The City of Los Angeles Department of Transportation is seeking proposals from qualified Proposers to manage and operate the North Region Transit, Paratransit, and Microtransit Services: North Region Commuter Express, Community DASH Transit Services, Cityride Dial-a-Ride Paratransit Services, and the LAnow Microtransit Services.	
MANDATORY, VIRTUAL PRE- PROPOSAL CONFERENCE:	The mandatory, virtual Pre-Proposal Conference will be conducted via the Zoom Platform, on Thursday, July 17, 2025, at 10:00 AM PST. Interested Proposers shall register for the Pre-Proposal Conference, using the following link, no later than Wednesday, July 16, 2025, at 5:00 p.m. PST. https://us02web.zoom.us/webinar/register/WN_DrCCDGDhTwiSOok_K_9giFA Prospective respondents who fail to attend or meet the following mandatory attendance requirements for this conference will not be eligible to submit a response to this RFP: Attendance is mandatory Attendees who are more than fifteen (15) minutes late from the scheduled start time of the conference will not receive attendance credit At least one (1) representative from each proposer's company shall be present and remain logged into the conference until the conference is officially concluded by the Los Angeles Department of Transportation (LADOT).	

PROPOSERS' QUESTIONS	Proposers shall submit written inquiries or requests for clarification, interpretation, or corrections of any discrepancies or omissions regarding this RFP via Google Form, at: https://forms.gle/7z7Ldsus9gQyufjf9 , by Thursday, July 31, 2025, at 3:00 p.m. PST. Questions received after the deadline will remain unanswered. LADOT will answer all questions from proposers or announce any revisions to the RFP on the RAMP website, https://www.rampla.org/s/ , in the RFP Opportunity Listing, through written Addenda. No individual responses will be given. Questions related to RAMP or Business Inclusion Program (BIP) Outreach shall be directed towards https://www.rampla.org/s/support .	
BIP OUTREACH DEADLINE:	Wednesday, August 20, 2025, at 11:59 p.m. PDT	
	It is recommended that all Proposers begin the BIP Outreach Process as soon as the determination is made to participate in this contractual opportunity. The BIP Outreach Process is lengthy and failure to comply with the BIP Outreach requirements shall result in the Proposal being deemed non-responsive and will eliminate the Proposer from the selection process.	
	Refer to the <u>RAMP Business Inclusion Program (BIP) Walkthrough</u> <u>Manual</u> for BIP program information and outreach instructions.	
PROPOSAL DEADLINE:	Thursday, September 4, 2025, at 3:00 p.m. PDT	
PROPOSAL DELIVERY ADDRESS:	All solicitation responses shall be received by the proposal deadline and submitted electronically through Hightail, https://www.hightail.com/lite-signup , to lindsey.estes@lacity.org and ladot.transitcontracts@lacity.org . LADOT will not accept hard copy responses, including those delivered by hand-delivery, USPS, or other mail courier.	
PROJECT MANAGER:	Janna Smith Supervising Transportation Planner II Bureau of Transit Services, Transit Operations janna.smith@lacity.org	
CONTRACT ADMINISTRATOR:	Lindsey Estes LADOT Department Contract Coordinator lindsey.estes@lacity.org	

2.		INTRODUCTION AND		
BACKGROUND				
2.10bjective	of	this	Request	for
Proposal				

The City of Los Angeles Department of Transportation (hereinafter interchangeably referred to as "City," "LADOT," or "Department") is seeking proposals, via the competitive contracting process, from qualified Proposers (hereinafter interchangeably referred to as "Proposer," "Contractor," "Company," or "Firm") to manage and operate the North Region Transit, Paratransit, and Microtransit Services, including the North Region Commuter Express Services, North Region Community DASH Services, the City's San Fernando Valley (Area 1) Cityride Dial-a-Ride Paratransit Services, and the LAnow Zone 1 Microtransit Services. The City is using the Request for Proposals (RFP) procurement method to secure a five-year (5-year) term contract with the option of two (2) one-year (1-year) contract extensions to operate and manage these public transit services. The qualified Proposer shall demonstrate past and present ability to fulfill the requirements established within this RFP.

2.2LADOT Transit Services
Background

LADOT Transit operates the second largest transit system in Los Angeles County, providing local transit services that complement Los Angeles County Metropolitan Transportation Authority (Metro) trunk line bus and rail services. The LADOT transit service area includes every Los Angeles City Council District and some areas adjacent to the City of Los Angeles. The City of Los Angeles encompasses a total area of five hundred two (502) square miles, comprising four hundred sixty-eight (468) square miles of land and thirty-four (34) square miles of water, with a 2022 population of 3.822 million people.

LADOT is responsible for designing, operating, and maintaining the City's transportation system. LADOT has adopted the following Vision and Mission Statement:

LADOT Vision Statement:

In Los Angeles, all people have access to safe and affordable transportation choices that treat everyone with dignity and support vibrant, inclusive communities.

LADOT Mission Statement:

LADOT's mission is to lead transportation planning, project delivery, and operations in the City of Los Angeles. We work together and collaborate to deliver a safe, livable, and well-run transportation system in the city and region.

LADOT is responsible for the conceptual planning, design, installation, operation, and maintenance of traffic signals, street striping, parking meters, and other traffic control devices; the regulation of taxicabs, ambulances, and other for-hire vehicles; the administration of provisions of pipeline franchises; the

management of off-street public parking facilities as well as the regulation of on-street parking; intersection control, parking enforcement and crossing guard services; and the planning, implementation and administration of the City public transit services. The Transportation Commission has specific regulatory authority over transportation franchises for ambulances and pipelines and advises the General Manager of LADOT on transportation policy. The Taxicab Commission has specific regulatory authority over taxi franchises.

The LADOT has provided transit services for over thirty-nine years (39-years), starting with the consolidation of the City-operated Dial-a-Ride services for seniors and persons with disabilities.

In 1985, LADOT assumed operation of the Mini-Ride shuttle service in Downtown Los Angeles from the regional transit provider, renaming it DASH. The DASH program is a community-based, fixed-route shuttle bus service that enhances the mobility of residents in the City of Los Angeles.

Picture 1 - Mini-Ride Shuttle



LADOT was first designated by the Los Angeles County Transportation Commission (predecessor to Metro) as an Included Eligible Municipal Operator in 1991. Since then, LADOT Transit has grown to become the second-largest transit system in Los Angeles County, providing local transit services that complement the Metro trunk line bus and rail services. Today, LADOT runs thirty-two (32) DASH Circulator routes (twenty-seven [27] Community DASH routes and five [5] DASH Downtown LA routes), fourteen (14) Commuter Express routes, the Union Station/Bunker Hill Shuttle, the Cityride Program that provides paratransit services for seniors and people with disabilities throughout Los Angeles, and LAnow that is an on-demand shared-ride service serving the Los Angeles City neighborhoods of Palms, Mar Vista, Venice, and Del Rey.

The <u>Community DASH</u> services operate throughout the day, connecting residents to the community's commercial, medical, school, and shopping facilities. The Community DASH also serves as a feeder distributor to the regional transit services operating mainly along primary/trunk arterials provided by Metro and urban rail lines, including Metrolink, Metro A Line, Metro B Line, Metro C Line, Metro E Line, Metro G Line, and Metro L Line train stations.

The <u>Commuter Express</u> program is a suburb-to-downtown, or suburb-to-suburb, line haul weekday peak hour service. In 1985, LADOT started the first Commuter Express bus route that linked the Encino Park-

and-Ride lot with Downtown Los Angeles. In 1992, LADOT began operating a shuttle service connecting Metrolink trains at Union Station with Bunker Hill and the Financial District, in Downtown Los Angeles. The Union Station-Bunker Hill Shuttle, known as the "Metrolink Shuttle," still operates on weekday mornings and afternoons using Commuter Express buses. Today, there are fifteen (15) Commuter Express routes.

The <u>Cityride Program</u> is a paratransit program for senior citizens, 65 and older, and qualified persons with disabilities living in the City of Los Angeles and designated areas of Los Angeles County. Participants may schedule curb-to-curb Dial-a-Ride shared-ride paratransit transportation for trips up to ten (10) miles or receive discounted taxicab trips.

In November 2021, LADOT Transit started a microtransit service called <u>LAnow</u>. This service is an application-centered microtransit demand-response shared mobility service operating in the Los Angeles neighborhoods of Palms, Mar Vista, Venice, and Del Rey. LAnow operates as a dynamic local on-demand shared-ride service.

All LADOT Transit services are competitively contracted to private sector operators. The City Council and Mayor review and approve all service contracts and fare policies. The Transportation Commission sets fares by Board Order, subject to final adoption by Ordinance. LADOT Bureau of Transit Services is responsible for the planning, monitoring, and administration of these contracts and services.

2.3 Transit Service Description

The North Region Transit Services consist of the North Region Commuter Express Service (Lines 409, 419, 422, 423, 549, 573, and 574), the North Region Community DASH Service (DASH North Hollywood, DASH Northridge/Reseda, DASH Panorama City/Van Nuys, DASH Pacoima, DASH Sylmar, and DASH Van Nuys/Studio City), the Cityride Dial-a-Ride Area 1 (San Fernando Valley) Paratransit Services, and the LAnow Zone 1 Service. The North Region Transit Services shall be operated from the City-owned Sylmar Transit Maintenance Facility, located at 12776 Foothill Boulevard, Sylmar, California 91342.

In addition to the services listed above and as part of the North Commuter Express Service, the awarded Contractor for the North Region Transit Services shall be responsible for the operation and security of the Encino Park-and-Ride, located at 5174 Hayvenhurst Avenue, Encino, California 91436, and for providing security services for the Granada Hills Park-and-Ride, located at 15550 Chatsworth Street, Mission Hills, California 91345. Refer to Section 4.16 - Park-and-Rides for more information.

2.4 Commuter Express Services

The North Region Commuter Express Service provides a.m./p.m. peak hour non-stop and limited bus services Monday through Friday, except on transit service holidays, hereinafter known as "Transit Service Holidays" (refer to Section 4.4 - Transit Service Holidays), primarily on freeways, between residential areas and major work centers. Commuter Express Lines 409, 419, 422, 423, 549, 573, and 574 serve the San Fernando Valley, San Gabriel Valley, West Los Angeles, and Downtown Los Angeles. Commuter Express routes connect Downtown Los Angeles and other major employment centers throughout Los Angeles

County. Refer to Table 1 - North Region Commuter Express Service General Route Descriptions for more information. Detailed Commuter Express line information is described in *Section 4 - Scope of Work*.

Table 1 - North Region Commuter Express Service General Route Descriptions

Line	Description/Service Area	Direction	Regional Transit Connections
409	Sylmar/Lake View Terrace/ Sunland/Tujunga/Montrose/ East Glendale/Downtown LA	a.m.: to Downtown p.m.: to Sylmar	7th St. Metro Center
419	Chatsworth/Northridge/ Granada Hills/Mission Hills/ Downtown LA/USC	a.m.: to Exposition Park p.m.: to Chatsworth	Metro G Line, Metrolink - Chatsworth Station
<u>422</u>	Downtown LA/Hollywood/ San Fernando Valley/ Agoura Hills/Thousand Oaks	a.m.: to Thousand Oaks p.m.: to Central LA	7th St. Metro Center Thousand Oaks Community Transit Center
423	Thousand Oaks/Calabasas/ Encino/Downtown LA	a.m.: to Exposition Park p.m.: to Thousand Oaks	7th St. Metro Center Thousand Oaks Community Transit Center
<u>549</u>	Encino/Sherman Oaks/ Burbank/Glendale/Pasadena	a.m.: bi-directional p.m.: bi-directional	A, G Lines - North Hollywood Station L Line - Lake Station
<u>573</u>	Mission Hills/ Encino/ Westwood/Century City	a.m.: bi-directional p.m.: bi-directional	G Line - Balboa Station
<u>574</u>	Sylmar/GranadaHills/Encino/ LAWA/El Segundo	a.m.: to El Segundo p.m.: to Sylmar	G Line - Balboa Station C Line - El Segundo Station, Redondo Beach Station Union Station/Bunker Hill Shuttle - Sylmar Station LAWA Transit Center

2.5 Community DASH Services

The North Region Community DASH Service includes DASH North Hollywood, DASH Northridge/Reseda, DASH Pacoima, DASH Panorama City/Van Nuys, DASH Sylmar, and DASH Van Nuys/Studio City. Refer to Table 2 - North Region Community DASH Service Hours of Operation below. The routes below operate daily, except for Transit Service Holidays, with the exception of the DASH Panorama City/Van Nuys, which operates year-round, including Transit Service Holidays.

Table 2 - North Region Community DASH Service Hours of Operation

Route	Weekdays	Weekends	Transit Service Holidays*
DASH North Hollywood	6:00 a.m 7:00 p.m.	a.m 7:00 p.m. 9:00 a.m 6:00 p.m.	
DASH Northridge/ Reseda	5:30 a.m 7:00 p.m.	9:00 a.m 6:00 p.m.	No Service
DASH Panorama City/Van Nuys	6:00 a.m 7:00 p.m.	9:00 a.m 6:00 p.m.	9:00 a.m 6:00 p.m.
DASH Pacoima	6:00 a.m 7:00 p.m.	9:00 a.m 6:00 p.m.	No Service
DASH Sylmar	6:00 a.m 7:00 p.m.	9:00 a.m 6:00 p.m.	No Service
DASH Van Nuys/ Studio City	5:55 a.m 7:00 p.m.	8:55 a.m 6:00 p.m.	No Service

^{*}Refer to Section 4.4 - Transit Service Holidays for a list of observed Transit Service Holidays.

2.6 Cityride Program

The Cityride Paratransit Program consists of two distinctive services: Cityride Dial-a-Ride and the Paratransit Overflow services. The Cityride Dial-a-Ride services, hereinafter referred to as "DAR," provide curb-to-curb, shared-ride, pre-scheduled trips of ten (10) miles or less to pre-qualified DAR Program participants. Please visit the Cityride Program website for more information.

The Cityride DAR services are part of the Cityride Program, which offers transportation assistance to individuals aged sixty-five (65) years or older and qualified persons with disabilities residing in the City of Los Angeles and select areas of Los Angeles County. The Paratransit Overflow Services are subcontracted through the DAR services to provide transportation to those Cityride participants whose trip requests could not be fulfilled using the DAR vehicles.

The City's Paratransit Overflow Services require the awarded Contractor(s) to negotiate and contract with the City permitted taxicab companies, hereinafter referred to interchangeably as the "taxicabs" or "taxis," to provide transportation for trips as needed to increase the overall effectiveness of the DAR service. During the term of the Contract, the City may add Transportation Network Companies, hereinafter referred to as "TNCs," to the Paratransit Overflow Services.

The Cityride Paratransit Program operates throughout the City of Los Angeles. The City also contracts with the County of Los Angeles to provide services to several unincorporated areas of Los Angeles County. Cityride DAR service operates in the following unincorporated areas of Los Angeles County: Kagel Canyon, Topanga, and areas near Calabasas, Chatsworth, West Hills, Marina Del Rey, Carson, and Long Beach.

2.6.1 Cityride Cards

To use Cityride Program Services, an individual must submit a membership registration to determine eligibility. Once the individual is approved for a Cityride Program membership, the individual becomes a participant of the program and a Cityride account is established in their name. Once per quarter, Cityride

participants can order eighty-four dollars (\$84.00) of fare value at a cost of twenty-one dollars (\$21.00) or nine dollars (\$9.00) for low-income participants.

2.6.2 Cityride Dial-a-Ride Paratransit Service

The City DAR services are part of the Cityride Program for individuals aged sixty-five (65) years or older and qualified persons with disabilities residing in the City of Los Angeles and select areas of Los Angeles County. The DAR provides subsidized transportation to eligible participants who reside in the City of Los Angeles and select areas of unincorporated Los Angeles County. The DAR component consists of demandresponsive curb-to-curb paratransit service and the operation of two (2) semi-fixed service routes.

The DAR component of the Cityride Program operates throughout the City, in three (3) service areas (Refer to *Exhibit 2 - Cityride Program Guide* for the Cityride DAR Service Area Maps).

The DAR Service Areas include:

- "Area 1" San Fernando Valley: City communities north of Mulholland Drive;
- "Area 2" Westside-Central, Eastside-Central: City communities south of Mulholland Drive and north of the Santa Monica 10 Freeway; and
- "Area 3" Southwest-Crenshaw, Southeast-Watts, Harbor: City communities south of the Santa Monica 10 Freeway.
- In addition to the three (3) service areas, the City contracts with the County of Los Angeles to provide service to several unincorporated areas of Los Angeles County.

In addition to curb-to-curb DAR Services, the Cityride program also includes two (2) Semi-Fixed Service Routes, developed to include high-activity centers and community input: the Cityride Via Marisol Connector and the Cityride Park La Brea Connector. The City's primary intent in operating these service routes is to provide grouped trips, thereby improving service productivity and cost-effectiveness.

Unlike the DAR services, the Cityride Semi-Fixed Service Routes allow the general public to use the service for a fare. Cityride participants, seniors, and individuals with disabilities can ride the Semi-Fixed Service Routes at no cost. Refer to Section 4.2.7—Cityride Media Usage and Cash Fares for fare requirements.

Cityride Via Marisol Connector

The Cityride Via Marisol Connector operates weekdays from 9:00 a.m. until approximately 2:00 p.m., at a frequency of every thirty (30) minutes, using one (1) fleet vehicle. Refer to <u>Cityride Via Marisol Connector</u> for route details.

Cityride Park La Brea Connector

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

2.6.3 Cityride DAR is a Pre-Scheduled Trip Service

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

Participants may request standby trips on the same day as the request for service if no space is currently available, or the Contractor can schedule the participant a taxicab ride through the Cityride Paratransit Overflow Service.

2.6.4 Paratransit Overflow Service

The City's Paratransit Overflow Service requires the awarded Contractor to negotiate and contract with the City permitted taxicab companies to provide transportation for overflow service trips, as needed by DAR participants, to increase the overall effectiveness of the Cityride DAR Service. The City is considering incorporating the use of TNCs as service providers to the Paratransit Overflow Services during the term of the Contract. Should the City decide to allow TNCs to provide paratransit overflow services, the City will notify the awarded Contractor.

The Contractor shall provide a copy of all subcontracts entered into for the Paratransit Overflow Service to the City.

2.6.5 Paratransit Overflow Service Trip Booking

The awarded Contractor shall coordinate all paratransit overflow service trips with the Paratransit Overflow service providers. Participant trips are limited to the maximum trip length of ten (10) miles when using the Paratransit Overflow service. The Contractor is responsible for providing sufficient Paratransit Overflow service to ensure there are no trip denials.

2.7 LAnow On-Demand Shared-Ride Service

LAnow is a local on-demand and dynamic shared-ride service. LAnow will operate in two (2) service zones (Zone 1 and Zone 2) with differing service days/hours, service vehicles, and fare structures. Refer to LAnow Service for more information and for the Zone 1 Service Map. Zone 2 is anticipated to start in Spring of 2025.

Proposers should note that this RFP only includes the operation of LAnow Service Zone 1. LAnow Service Zone 2 will be operated under a separate contract. However, the awarded Contractor of the North Region Transit Services Contract shall be responsible for operating the LAnow online trip reservation and payment application for both LAnow Service Zones (Refer to Section 4.3. - LAnow On-Demand Shared-Ride Service Operational Requirements).

2.7.1 LAnow Service Zone 1

LAnow Service Zone 1 operates in the West Los Angeles neighborhoods of Palms, Mar Vista, Venice, and portions of Del Rey. The service shall operate Monday through Friday, from 6:00 a.m. to 7:00 p.m., and shall operate six (6) City-owned Compressed Natural Gas (CNG) powered cut-away buses during revenue service hours, and maintain two (2) additional vehicles as spares.

The LAnow Service Zone 1 combines eight (8) city-owned twelve-seat (12-seat) transit vans, six (6) in service and two (2) spares, with dynamic routing and scheduling software, a native mobile application with an intuitive user interface for customer requests, and a web-based booking application for customers without smartphone access. The dynamic routing and scheduling software automatically matches ride requests and offers on short notice, without prior agreement between driver and passenger.

LAnow services do not operate on weekends or on Transit Service Holidays (refer to Section 4.4 - Transit Service Holidays). LADOT reserves the right to change the service schedule, if deemed necessary.

2.7.2 LAnow Service Zone 2 Online Trip Reservation and Payment Application

The California Air Resources Board (CARB) and LADOT entered into a grant agreement, called the Sustainable Transportation Equity Project (STEP) Grant Agreement, for LADOT's proposed program, "South Los Angeles Universal Basic Mobility Pilot Program." As part of the STEP Grant Agreement, LADOT is tasked with implementing the all-electric, on-demand, free community shuttle, within the South Los Angeles area. LAnow Service Zone 2 shall operate as a one (1) year pilot program, starting in the Spring of 2025, to fulfill the requirements of the STEP Grant Agreement. LADOT will operate the LAnow Service Zone 2 under a separate contracting opportunity.

The North Region Contractor shall be responsible for providing the LAnow online trip reservation and payment application for both LAnow Service Zones. The awarded Contractor of the North Region Transit Services shall coordinate with the contractor of the LAnow Service Zone 2 to provide access to the trip reservation and payment application. (Refer to Section 4.3. - LAnow On-Demand Shared-Ride Service Operational Requirements for more detail.)

3. SCHEDULE FOR RFP
PROCESS

The schedule on the next page highlights key steps for the RFP and contracting process. The City and LADOT reserve the right to adjust this schedule when appropriate or necessary.

4. SCOPE OF WORK

This Section and Subsections describe the tasks that the awarded Contractor shall perform and deliver. The awarded Contractor may propose any optional work that better achieves the objectives of this contracting opportunity. The awarded Contractor shall be responsible for operating in compliance with the governmental codes, regulations, and directives applicable to all programs, projects, and tasks defined in this RFP, Exhibits, Forms, Attachments, Addendums, Agreement, and any Contract Amendments.

Schedule for RFP Process	
RFP Published	Tuesday, June 24, 2025, at 12:00 p.m. PST
Deadline to Protest RFP Content (Section 11.2 - Protest of Content)	Tuesday, July 1, 2025, at 11:59 p.m. PST

	-
	Protests shall be sent certified mail and postmarked no later than seven (7) calendar days after the solicitation posting on the RAMP website. Protests shall also be emailed to dot.contracts@lacity.org and ladot.transitcontracts@lacity.org. LADOT will respond, in writing, by certified mail, to protestor(s) within fifteen (15) calendar days of receipt of the protest(s) received via certified mail. If LADOT determines that a revision to the procurement process is appropriate, LADOT shall either extend the procurement process timeline or withdraw and reissue the solicitation. In either case, any revisions to the procurement process will be posted in the Opportunity Listing for this RFP, on RAMP, at https://www.rampla.org/s/ .
Mandatory, Virtual Pre-Proposal Conference	Thursday, July 17, 2025, at 10:00 AM PST
Deadline for Proposers' Questions	Thursday, July 31, 2025, at 3:00 p.m. PST.
BIP Outreach Deadline	Wednesday, August 20, 2025, at 11:59 p.m. PST
Responses to Proposers' Questions Posted By	Tuesday, August 19, 2025
RFP Proposal Deadline	Thursday, September 4, 2025, at 3:00 p.m. PDT
Proposer Interviews (If deemed necessary)	September 2025 (Tentative)
Notification of Contract Award	November 2025 (Tentative)
Deadline to Protest Selection (Section 11.5 - Selection Process Protest)	Protests shall be sent certified mail and postmarked no later than seven (7) calendar days after the RAMP notification to Proposers of a change in the solicitation status to "bidder selected." Protests shall also be emailed to dot.contracts@lacity.org and ladot.transitcontracts@lacity.org . Upon receipt of any protests of the specific selection process, the Standing Protest Committee shall review the protest(s).
Contract Start Date	Thursday April 30, 2026 (Tentative)

4.1 Transit Fixed Route Service Operational Requirements

The Contractor shall operate the transit services in a quality, on-time, reliable, professional, and courteous manner. The Contractor shall maintain the buses in accordance with the guidelines specified in this RFP,

Exhibits, Forms, Attachments, and Addendums, which will be included in or referenced in the resulting Agreement.

The Contractor shall operate the following transit routes/lines according to the public schedules, unless otherwise directed by LADOT. Refer to www.ladottransit.com for Commuter Express Lines, Community DASH routes, public schedules and service information.

4.1.1 Commuter Express Services

The North Region Commuter Express Services provide a.m./p.m. peak hour non-stop and limited bus services Monday through Friday, except on Transit Service Holidays (refer to Section 4.4 - Transit Service Holidays). For more information about the Commuter Express Services, refer to Commuter Express Services.

4.1.1.1 North Region Commuter Express Line Operational Requirements

The awarded Contractor shall operate the assigned Commuter Express Lines within the hours indicated, using the vehicles as assigned, and on the days indicated on the published route schedules, see <u>LADOT Transit/Commuter Express</u>, and summarized in *Exhibit 17 - North Region Commuter Express Line Operational Requirements*, unless otherwise directed by LADOT in writing, or verbally during an emergency.

4.1.1.2 Commuter Express Schedule Adherence

The awarded Contractor shall ensure that the North Region Commuter Express services operate and adhere to the service schedules set forth by LADOT. The City will use the criteria listed below to assess the awarded Contractor's adherence to scheduled service. Refer to *Exhibit 3 - Service Performance Standards & Performance Penalties* for further information.

4.1.1.2.1 Commuter Express Early Trip

The Contractor shall ensure that the drivers adhere to the trip schedule and do not leave stops that are designated as pickup stops early.

An "Early Trip" is defined as when a driver departs from a designated pickup stop earlier than the scheduled time. Drivers may leave designated drop-off-only stops early.

Refer to www.ladottransit.com/comexp for maps and route schedules.

4.1.1.2.2 Commuter Express Late Trips

The Contractor shall ensure drivers adhere to the trip schedule, operate on time, and that the buses arrive on time at the route's first stop.

LADOT has two (2) definitions of a "Late Trip." The first definition, which is more severe, is when the bus arrives at the route's first stop more than one (1) minute later than the scheduled start time. LADOT considers late trips at the start of a route to be a more severe offense since a late start usually compounds the number of late arrivals throughout that run.

The second definition of a "Late Trip" is also defined as a bus departing from a pick-up or transfer stop at a minimum of one-half the headway or ten (10) minutes late (unless it is the first stop on the route, in which the above definition applies), whichever is less.

4.1.1.2.3 Commuter Express Missed Trips

The Contractor shall provide all scheduled trips. A "Missed Trip" is defined as the total number of scheduled trips that are not operated for any reason, or a trip that is more than one-half the headway late or is more than fifteen (15) minutes late, whichever is less.

4.1.1.3 North Region Commuter Express Peak-Service Vehicle Assignments

Table 3 - North Region Commuter Express Peak-Service Vehicle Assignments indicates the number of fleet vehicles assigned to each of the Commuter Express Lines operated as part of the North Region Commuter Express Services.

Table 3 - North Region Commuter Express Peak-Service Vehicle Assignments

Commuter Express Line	Number of Peak-Service Vehicles Assigned
Commuter Express Line 409	8
Commuter Express Line 419	9
Commuter Express Line 422	12
Commuter Express Line 423	10
Commuter Express Line 549	6
Commuter Express Line 573	15
Commuter Express Line 574	5
Spare Vehicles	3
Total Number of Revenue Vehicles Assigned	68 Vehicles

Proposers should note that LADOT may increase the number of revenue vehicles assigned to the North Region Commuter Express Services during the term of the Contract, in response to service needs or line modifications.

4.1.1.4 North Region Commuter Express Revenue Service Hours

Table 4 - North Region Commuter Express Revenue Service Hours shows the current revenue service hours operated by each route/line at the time of the release of this RFP. The City reserves the right to implement changes to one or more routes/lines during the term of the resulting Agreement from this RFP.

Table 4 - North Region Commuter Express Revenue Service Hours

Line Name	Weekday Revenue Service Hours*	Annual Revenue Service Hours*
Commuter Express Line 409	20.28	5,171.40
Commuter Express Line 419	28.35	7,229.25
Commuter Express Line 422	54.40	13,872.00
Commuter Express Line 423	35.45	9,039.75
Commuter Express Line 549	29.55	7,535.25
Commuter Express Line 573	48.59	12,390.45
Commuter Express Line 574	18.78	4,788.90
Commuter Express Total Revenue Service Hours	235.40	60,027.00

^{*}Hours shown are based on the Route Plans and assume all runs are completed with no missed service hours.

4.1.1.5 North Region Commuter Express Zone Table

Commuter Express fare is based on a base rate and Zones. The Zones are based on distances traveled. Refer to Table 5 - Commuter Express Zone Table - North Region for Commuter Express Zone information for the North Region Commuter Express Services. Green cells in the table indicate the Zones in which each route operates. The routes change from base to the various zones according to the Fares & Transfers tables for each route, as described at www.ladottransit.com/comexp.

Routes 419, 573, and 574 operate in two (2) zones, Routes 409, 422, and 549 operate in three (3) zones, and Route 423 operates in all five (5) zones.

4.1.1.6 Commuter Express Fares and Transfers

Table 6 - Commuter Express Fare Structure depicts the fare schedule for the Commuter Express Service, as of the publication date of this RFP. Commuter Express operates on a Zone system with fare payment

Table 5 - Commuter Express Zone Table - North Region

Route	Base	Zone 1	Zone 2	Zone 3	Zone 4
409				N/A	N/A
409 Sunland			N/A	N/A	N/A
419		N/A	N/A	N/A	
422				N/A	N/A
423 Thousand Oaks					
423 Calabasas					N/A
423 Encino	N/A	N/A		N/A	N/A
549				N/A	N/A
573			N/A	N/A	N/A
574		N/A	N/A		N/A

based on the distance a passenger travels and how many Zones the passenger rides. There are five (5) Zones, which are defined as Base, Zone 1, Zone 2, Zone 3, and Zone 4. All Commuter Express 31-Day Passes, Trip Tickets, and stored value (cash) are sold and loaded onto a TAP card.

Commuter Express 31-Day Passes and Trip Tickets are sold by the Zone number: Base and Zone 1-4. If a rider travels in more zones than their pass or ticket allows, the rider shall pay the difference of value with stored value (cash) from their TAP card (the difference will be automatically deducted from stored value [cash]). The cash difference is calculated by comparing the one-way cash fare shown on the Table for the Zone of their pass or ticket with the number of the zones the rider will be traveling.

The EZ Transit Pass is also sold by zone (Base to Zone 10). The EZ Transit Pass Zones Base to Zone 4 is equivalent to the Commuter Express Zones Base to Zone 4. EZ Transit Zones 5 and higher are equivalent to the Commuter Express Zone 4. Should a rider travel in more zones than the rider's EZ Transit Pass

allows, the cash difference is calculated by comparing the one-way cash fare with the number of zones the rider travels.

Valid Metrolink tickets and passes are equivalent to the Commuter Express Base fare (\$1.50 credit toward the fare).

Table 6 - Commuter Express Fare Structure

Zone	Cash	Fare or TAP : Value	Passes & Tickets on		Passes & Tickets on		it Passes P Card	Other Recognized Fare Media	
	One	Senior 65+/	Children	20	Commuter	EZTransit	EZTransi	With	With
	Way	Disabled ¹ /	under 4	Commuter	Express 31-	Pass ⁶	t Pass	Metrolink	Access
		Medicare	yrs³	Express	Day		Senior/	Ticket/ Pass ⁷	Services
		Cardholder ²		Trip	Passes⁵		Disabled		ID (ASI)
				Tickets ⁴					Card ⁸
Base	\$1.50	\$0.75	Free	\$30	\$57	\$110	\$42	\$1.50 Credit toward fare	Free
1	\$2.50	\$1.25	Free	\$46	\$80	\$132	\$51.50	\$1.50 Credit toward fare	Free
2	\$3.00	\$1.50	Free	\$56	\$100	\$154	\$61	\$1.50 Credit toward fare	Free
3	\$3.75	\$1.85	Free	\$67	\$124	\$176	\$70.50	\$1.50 Credit toward fare	Free
4	\$4.25	\$2.10	Free	\$75	\$140	\$198	\$80	\$1.50 Credit toward fare	Free

- 1. Must show government agency-issued proof of age or disability and photo ID.
- 2. Must show photo ID.
- 3. Maximum of two (2) children when accompanied by a fare-paying adult.
- 4. Commuter Express 31-day passes are valid on all LADOT transit services, including DASH.
- 5. EZ transit passes are valid on all LADOT transit services, Metro Rail/Metro Bus, and most other transit services in Los Angeles County.
- 6. Valid one-way, round trip, 7-day, 10-trip ticket, or monthly pass.
- 7. Valid one-way, round trip, 7-day, 10-trip ticket, or monthly pass.

8. Cardholder-only: Personal Care Assistants must pay the appropriate fare.

Commuter Express Transfers

A rider may transfer to any other Commuter Express bus when utilizing the Commuter Express 31-Day Pass with no additional fare, when the number of zones on the Commuter Express 31-Day Pass is equal to or greater than the zones of travel on the second route. If the number of zones on the second route exceeds the number of zones on the Commuter Express 31-Day Pass, the difference of cost shall be deducted automatically from the stored value (cash) of the rider's TAP Card, or the rider shall pay the difference of value with cash. When a rider utilizes an EZ Transit Pass, the transfer procedure follows the same procedures of a Commuter Express 31-Day Pass.

The Commuter Express 31-Day Pass allows a rider to transfer to any DASH route for free.

When a rider uses a Commuter Express Trip Ticket on the first bus, and the rider has stored value (cash) on their TAP card, the transfer cost (varies based on the transit service to which the rider is transferring) shall be deducted from their stored value (cash) automatically when they transfer to the second bus. The rider shall have stored value (cash) on their TAP card to buy a transfer. The rider shall request and pay transfer fees on the second bus (the bus the rider transfers to), not the bus they transferred from. Cash shall no longer be accepted as payment for transfers.

If the rider is transferring from a Commuter Express route to Metro Rail, the rider will need to have a TAP card, pay for the Interagency Transfer with stored value (cash) on the TAP card, and have the transfer loaded onto the card by the Commuter Express bus driver. After paying the Commuter Express fare, the rider must ask the Commuter Express bus driver for an Interagency Transfer. The Commuter Express bus driver shall load the transfer onto the rider's TAP card and ask the rider to tap their Tap card on the fare box a second time. At the Metro Rail Station, the rider shall tap their TAP card on the fare box turnstile to utilize the Interagency Transfer.

If the rider is transferring from a Commuter Express route to a Metro bus or a municipal bus line that accepts the TAP card, the rider can ask the Commuter Express bus driver to load the Interagency Transfer onto their TAP card.

4.1.2 North Region Community DASH Routes Operational Requirements

The Contractor shall operate assigned Community DASH routes within the hours indicated, using the vehicles as assigned, and on the days indicated on the published route schedules, see <u>LADOTTransit/DASH</u> and summarized in Exhibit 18 - North Region Community DASH Routes Operational Requirements, unless otherwise directed by LADOT in writing or verbally during an emergency.

4.1.2.1 North Region Community DASH Schedule Adherence

The Contractor shall ensure that the North Region Community DASH services operations adhere to the service schedules set forth by LADOT. The City will use the criteria listed below to assess the Contractor's

adherence to scheduled service. Refer to *Exhibit 3 - Service Performance Standards & Performance Penalties* for further information.

4.1.2.1.1 DASH Early Trip

The Contractor shall ensure that all revenue vehicles operated on North Region Community DASH routes leave a designated time point at the scheduled departure time.

An "Early Trip" is defined as an assigned revenue vehicle leaving a designated bus stop one (1) minute or more earlier than the scheduled departure time listed on the public schedule(s) posted on www.ladottransit.com/dash unless otherwise directed by LADOT.

4.1.2.1.2 DASH Late Trip

The Contractor shall ensure that all revenue vehicles operated on North Region Community DASH routes arrive at a designated time point on time in accordance with the public schedule(s).

A "Late Trip" is defined as an assigned revenue vehicle arriving at a time point greater than five (5) minutes after its scheduled time of arrival as listed on the public schedule(s) posted on www.ladottransit.com/dash unless otherwise directed by LADOT.

4.1.2.1.3 DASH Missed Trip

The Contractor shall run all scheduled trips every day the service operates and shall not miss a single trip.

A "Missed Trip" is defined as when the Contractor fails to operate all the scheduled trips for that day or more than fifty percent (50%) of one trip that day.

4.1.2.2 North Region Community DASH Peak-Service Vehicle Assignments

Table 7 - North Region Community DASH Peak-Service Vehicle Assignments indicates the number of fleet vehicles assigned to each of the Community DASH routes operated as part of the North Region Community DASH Services.

Table 7 - North Region Community DASH Peak-Service Vehicle Assignments

Service Route	Number of Peak-Service Vehicles Assigned
DASH North Hollywood	4
DASH Northridge/Reseda	2
DASH Pacoima	12
DASH Panorama City/Van Nuys	8
DASH Sylmar	2
DASH Van Nuys/Studio City	4

Service Route	Number of Peak-Service Vehicles Assigned
Total Number of Revenue Vehicles Assigned	32 + 9 (Spare Vehicles) = 41

Proposers are to note that LADOT may increase the number of revenue vehicles assigned to the North Region Community DASH services during the contract term in response to service needs or line modifications.

4.1.2.3 North Region Community DASH Revenue Service Hours

Table 8 - North Region Community DASH Revenue Service Hours shows the current revenue service hours operated by each route/line at the time of the release of this RFP. The City reserves the right to implement changes to one or more routes/lines during the term of the resulting Agreement from this RFP.

Table 8 - North Region Community DASH Revenue Service Hours

	Daily Revenue Service Hours ³					
Route Name	Weekdays	Sundays & Transit Service Holidays		Annual		
DASH North Hollywood	53.17	37.17	37.17	17,423.93		
DASH Northridge/Reseda	27.58	18.47	18.47	8,953.78		
DASH Pacoima ¹	80.00	36.50	36.50	22,320.88		
DASH Panorama City/Van Nuys ²	88.00	55.32	55.32	28,525.20		
DASH Sylmar	26.33	9.42	9.42	7,693.83		
DASH Van Nuys/Studio City	54.62	38.65	38.65	17,947.70		
Community DASH Total Revenue Service Hours	329.70	195.53	195.53	102,865.324		

Notes: 1. DASH Pacoima began operation on May 3, 2025. The Revenue Hours indicated above are projections and may be modified once DASH Pacoima is in service.

- 2. DASH Panorama City/Van Nuys operates on Transit Service Holidays.
- 3. Hours indicated in Table 8 assume no missed revenue service hours.
- 4. Based on 255 weekdays, 52 Saturdays, 52 Sundays, and 6 Transit Holidays, the leap year will increase annual revenue service hours according to the day of the week February 29th falls on.

4.1.2.4 Community DASH Fares

All Community DASH Fares are based on one-way trips. Community DASH Fares were re-instated on February 1, 2025, the Contractor shall be expected to collect fares as indicated in Table 9 - Community DASH Fare Structure.

Table 9 - Community DASH Fare Structure

Rider	Cash Fare	TAP Fare⁴	7 - Day DASH Pass	31 - Day DASH Pass	FREE with these PASSES
Regular	\$0.50	\$0.35	\$5.00	\$18.00	DASH to Class Program ⁹ Universal College Student
Children 4 years or younger ¹	FREE	1	1	1	Transit Pass (U-Pass) ⁷ 31-Day LADOT Pass
Senior/Disabled/ Medicare Card Holder	\$0.25 ²	\$0.15	\$2.50 ⁵	\$9.00⁵	EZ Transit Pass Access Services ID TAP Card ⁶ Metrolink Ticket or Pass LIFE Program ⁸
Cityride Participants ³	FREE	-	-	-	

Notes: 1. Children 4 years or younger (maximum of two (2) children per fare-paying adult)

- 2. CASH Fare (with government agency proof of age or disability and photo ID)
- 3. A Cityride Card must be shown to the driver when entering the bus to ride for free
- 4. Deduction from TAP stored value; must have LADOT- or Metro-issued TAP card with Stored Value on card
- 5. Sold on Metro-issued Reduced Fare TAP cards only
- 6. Free Ride for cardholders only; Personal Care Attendants (PCAs) must pay the appropriate fare
- 7. TAP card loaded with a Metro U-Pass or Student ID with a U-Pass sticker. Participating schools listed at Metro.net.
- 8. LIFE Program provides 20 free trips per month load on a TAP card, apply at <u>taptogo.net</u> or a Metro Customer Service Center.
- 9. DASH TO CLASS PROGRAM is available to K-12, college, and vocational students. Participants must use a student or college/vocational Reduced Fare TAP Card.

Transfers

- Transfers between Commuter Express routes to/from DASH can be made using the Commuter Express 31-Day pass.
- Transfers between Commuter Express routes, to/from all DASH routes, and to/from most fixed route transit services in LA County can be made using the EZ transit pass*
- Transfers can also be made to other Commuter Express routes and to/from most other fixed route
 transit services in LA County by buying an Interagency Transfer when the rider boards the second
 bus (the cost of transfer varies depending on transit service please refer to the transit
 organization to which transferring to for transfer cost details)*
- Interagency Transfers are not valid on DASH
- Commuter Express tickets are not valid on DASH.

Note: *Based on zones traveled on the connecting route, some transfers may require an additional fare.

4.2 North Region Paratransit Service Requirements

The Cityride DAR services are part of the Cityride Paratransit Program, which offers transportation assistance to individuals aged 65 or older and qualified persons with disabilities residing in the City of Los Angeles and select areas of Los Angeles County. The Contractor will operate the Cityride Dial-a-Ride Service and provide the Paratransit Overflow Services for Area 1 of the Cityride Program in a quality, ontime, reliable, professional, and courteous manner. The Contractor shall maintain the buses in accordance with the guidelines specified in this RFP, Exhibits, Attachments, and Addendums.

4.2.1 Cityride Authorized Users

Through a separate contract with the City, the Cityride Program Administrator provides customer service, enrolls Cityride participants, processes fare collection, and provides administrative support. The Program Administrator is the first point of contact for program participants, providing information regarding the program and serving as a repository for participant complaints and commendations. The Cityride Program Administrator is responsible for screening applicants based on required eligibility, determining who meets the registration requirement for Cityride membership, and tracking Cityride fare value balances. If the applicant meets all the requirements and provides the necessary documentation, the Cityride Program Administrator enters the individual's information into the City's computerized database. Once applicants become Cityride members, they are issued their own personalized Cityride Card and are eligible to order Cityride fare values to be loaded onto their accounts each quarter.

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

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

If a Cityride participant requests a trip and is not located within the database, the reservationist will ask for the participant's home address. If the address is located within the DAR service area, the reservationist will inform the participant that the participant needs to call the Cityride Program Administrator at (213, 323, 310, and 818) 808-7433 (808-RIDE).

4.2.1.1 Caregiver/Attendant Policy

Cityride participants can travel with one caregiver or attendant to assist them. Caregivers or attendants ride for free.

- Cityride DAR Reservationists must ask if the participants are traveling with a caregiver or attendant when scheduling the trip.
- If the participant is traveling with a caregiver or attendant, the reservationist must indicate this in the scheduling software and track it quarterly using ridership data.

4.2.1.2 Participant Suspension from DAR Usage

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

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

4.2.1.3 Suspensions Due to Policy Violations

The Contractor is to be familiar with and enforce the Cityride no-show policy: If a participant accrues three (3) no-shows within a thirty (30) day period, they are advised that if they get one more no-show during the next thirty (30) day period, they will be suspended from the Cityride DAR service for a minimum of thirty (30) days, and can be suspended sixty (60) days, or even ninety (90) days depending upon the number of occurrences of past suspensions. See *Exhibit 4 - Cityride Violation Letters*.

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

The Contractor is responsible for monitoring all violations and providing LADOT p.m. with a list of individuals with violations. The Contractor is responsible for sending written notice in addition to calling the Cityride participant regarding the violation(s) of the Cityride No-Show Policy and to discuss the possible consequences if the Cityride participant continues to violate the No-Show Policy.

4.2.1.4 Violation of the Cityride Rider Code of Conduct

The City has established a Rider Code of Conduct (see *Exhibit 2 - Cityride Program Guide*) to promote a safe and pleasant journey for all Cityride participants. Any participant violating the Rider Code of Conduct may be prohibited from using Cityride DAR services. As determined by the City, a deliberate violation of the Rider Code of Conduct is cause for suspension from Cityride Services and, under certain circumstances, expulsion and possible criminal prosecution.

The Contractor will report participant conduct that violates the Rider Code of Conduct by the end of the day of the incident to the City via email unless the incident is so exasperating as to need immediate intervention by the City, in which case the Contractor is to call the City immediately. The City will determine, through interviews, the disposition of the participant. If the participant is deemed to have violated the Rider Code of Conduct and the City suspends or excludes the participant from using the Cityride services, the City will inform the Contractor of the suspension or exclusion.

The Contractor is responsible for monitoring all violations and providing LADOT Project Manager (PM) with a list of individuals with violations. The Contractor is responsible for sending out a written notice of the Rider Code of Conduct violations in addition to calling the Cityride participant to discuss the violation and the possible consequences if the behavior continues.

4.2.2 Cityride Dial-a-Ride Area 1 Service Area

The North DAR Service area will be defined as the area within the general boundaries of the San Fernando Valley, which includes Mulholland Drive to the South and the City boundaries to the West, North, and East. It is generally bordered by the Cities of Calabasas and San Fernando and the County areas of Topanga Canyon and Chatsworth. See *Exhibit 2 - Cityride Program Guide* for the Cityride DAR service area maps.

In addition to the service area described above, the following Los Angeles County unincorporated areas are included:

Calabasas Unincorporated Service Area

The general boundaries of the Calabasas Unincorporated Service Area are the Ventura Freeway (101 FWY) to the south, Hidden Hills to the east, Hidden Hills/Los Angeles County borders to the North and the city of Calabasas borders to the west.

Chatsworth Unincorporated Service Area

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

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

Kagel Canyon Unincorporated Service Area

The general boundaries of the Kagel Canyon Unincorporated Service Area are the City of Los Angeles border to the South and the County of Los Angeles Border to the east. It includes all communities adjacent to Kagel Canyon Road terminating at Rayland Drive.

Topanga Unincorporated Service Area

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

West Hills Unincorporated Service Area

The general boundaries of the West Hills Unincorporated Service Area are Valley Circle Boulevard to the east, the City of Los Angeles border to the south, the Ventura County border to the west, and El Escorpion Park and West Hills Recreation Center to the north.

See Exhibit 5 - North Region Cityride Unincorporated Service Area Maps for Cityride DAR Los Angeles County Unincorporated Service Area Maps.

4.2.3 DAR Span of Service/Maximum Revenue Service Hours

Scheduled pick-up times should be no earlier than 6:30 a.m. and no later than 4:30 p.m. The number of dedicated City-owned vehicles and the daily/annual revenue service hours (first pick-up to last drop-off; revenue service hours exclude deadhead travel time to/from the transit maintenance facility and the driver lunch breaks) to be operated is 18 vehicles with 32,640 maximum annual revenue hours. If the vehicle is taken out of revenue service due to a road call or any other incident that requires the vehicle to be taken out of service or to return to the yard, the revenue service hours end at the time the last passenger prior to the incident was dropped off.

The Contract may operate as many Cityride fleet vehicles assigned to the DAR Area 1 as are available on any given day of service; however, the Contractor is <u>limited to a maximum of 32,640 revenue service hours a year</u> (equivalent to the operation of 16 vehicles, 8 hours per weekday annually).

No Service on Weekends or Transit Service Holidays

DAR and Cityride Semi-Fixed Service Routes do not operate on weekends or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

4.2.4 Cityride Reservations and Trip Scheduling

The Contractor is responsible for providing trained personnel to handle the large volume of telephone calls from Cityride participants.

The Contractor is responsible for ensuring that the Cityride dispatcher(s) and Cityride DAR Reservationist(s) are fully trained in the use and operation of the routing, scheduling, and dispatching system used by the DAR services. The Contractor should also provide round-trip options, as this is a high priority for customers.

The Contractor is to provide training as follows:

- For new hires
- Annually
- As deemed necessary by LADOT
- When there are changes to the reservation, scheduling, and dispatching system (RSDS)
- When there are program updates

The Contractor shall create a training manual that must be approved by LADOT PM and updated regularly.

4.2.4.1 Cityride Scheduling and Dispatching System

The selected Contractor will be required to procure and operate a reservation, scheduling, and dispatching system (RSDS). When Proposing the RSDS, the system must include the following functionality:

- A. Capacity tracking—The software must determine and provide real-time statistics on the fleet's capacity at any given time. This functionality will prevent trip overbooking.
- B. Capacity and Service Attributes—The software must be able to accommodate attributes related to capacity or specific service needs upon request.
- C. Graphic Information Systems (GIS) mapping service area maps are based on GIS data. Any proposed software utilized by the Contractor must:
 - a. Be able to import shapefile overlay maps that detail the service area by day of week and time of day.
 - b. Be able to identify valid pick-up and drop-off addresses at the time of the initial trip booking based on the imported maps and override the use of those determined invalid addresses.
 - c. Be able to implement revised maps multiple times throughout the contract term.
 - d. The Contractor will be solely responsible for any pre- or post-conversion or updating of the maps/data.
- D. Automatic Trip Dispatching—The software must be able to dispatch trips to its fleet or sub-fleet automatically. The software must also be able to verify all aspects of the trip determination (i.e., trip received, vehicle arrival time at trip address, vehicle departure time from trip address, drop-off time, or ending of the trip; additionally, if the trip is a No-Show, the software will process and report per LADOT reporting standards).
- E. GPS Integration The software must support and integrate real-time GPS mapping of all vehicles involved in services.
- F. The Contractor must provide LADOT-licensed software for remote access to the GPS and view real-time On-Time Performance (OTP) data. LADOT will have viewing access to the following data:
 - a. A map showing the live locations of all fleet vehicles and their current individual status, including one of the following statuses: picking up a passenger, dropping off a passenger, returning to the yard, or on break. In addition, the vehicle mapping must include the number of passengers on board or other relevant categories as determined by LADOT and the Contractor.
 - b. complete trip information, including information related to scheduled, ongoing, and completed trips
 - c. reason for the trip, including medical, retail, food, recreational, or other categories as determined by LADOT and the Contractor
 - d. on-time performance
 - e. number of vehicles out-of-service
 - f. fleet capacity
 - g. most frequent pick-up and drop-off locations for a specific time frame
- G. The Contractor will need to provide a General Transit Feed Specification (GTFS) Realtime data feed to LADOT based on the data refresh rate set by LADOT. This data feed is crucial to support LADOT's Vehicle Location function, which will be developed for websites and mobile apps.
 - a. On-vehicle failure of the GPS will preclude vehicle use in operations.
 - b. GPS data will be retained and accessible for at least thirty (30) days.

- H. The software must be able to make callouts to riders before vehicle arrival.
 - a. The software must be able to restrict callouts to predetermined distance-based proximity to the pick-up location.
 - b. The software must be able to issue either a pre-recorded callout or text message based on customer preference at the time of the trip booking.
- I. The software must be able to accept/process debit/credit card transactions for fare payments and conform to Payment Card Industry Data Security Standard (PCI DSS) requirements. It must also process all debit/credit transactions under the Transit Merchant code (4111).
- J. The software must be able to import and export trip data from third-party applications for routing and dispatch services.
- K. The software must be integrated with a third-party mobile application for Cityride participants. The mobile app will include but not be limited to features such as allowing Cityride participants to schedule rides, view upcoming rides, track active rides, including the live vehicle location, scheduled stop, and any intermediate stops, communicate with Dispatch over the phone or through messaging, cancel upcoming rides, log a complaint, review account balance, add fare value, and register with the Cityride Paratransit Program. The Contractor will be responsible for the total cost of the integration.
- L. The software must be able to book next-day trip requests, insert same-day trip requests, and book pick-ups or appointment time-based requests.
- M. The software must be able to book, route, and provide directions from manually entered geocodes.
- N. The software must reflect evaluated location evaluations provided by LADOT within 24 hours of notification.
- O. The software must provide alternate trip booking/cancellations/status interfaces up to and including:
 - a. Interactive Voice Response (IVR): This option allows a rider to use a contractor-provided IVR to book, manage, and determine trip status(s).
 - b. Web-based interface: This allows a rider to use a contractor-provided web interface to book, manage, and determine the status of a trip(s) over the Internet.
 - c. Mobile Application-based interface: This allows a rider to use a contractor-provided or third-party mobile application interface to book, manage, and determine the status of a trip(s) over the Internet.
- P. All customer-facing functions/software must comply with Web Content Accessibility Guidelines (WCAG) 2.0 guidance.
- Q. The web-based interface must include a mobile device-optimized version or option for booking, managing, and determining the status of a trip(s) using a mobile internet browser.
- R. All alternate interfaces must use industry-compliant standards and protocols to ensure accurate and secure access.
- S. All necessary attributes to book a trip must be available to Riders via phone calls, text, and email.
- T. Riders can receive trip notifications via phone calls, text, and email. Automated callouts should be transmitted via phone call, text, or email in accordance with the rider's wishes.

- U. The software must route next-day trips based on the Contractor's Operational Plan.
- V. The routing and scheduling process will need to occur once the reservation lines are closed for the day (to route the entirety of the next day's trips) and be completed in a timely manner.
- W. The Contractor must ensure that the routing software meets the contract's operational goals.
- X. The Contractor will need to ensure that the routing software provides a statistical comparison of the efficiency of the generated routes on an hourly, daily, weekly, and monthly basis.
- Y. The software must be capable of booking and routing pick-up and drop-off services, including GPS functionality, directing the next pick-up, providing scheduled routes for the day, storing customer information, accepting payments, marking no-shows, and scheduling bus driver lunches.
- Z. The Contractor will ensure that the hardware/software solution proposed is robust and will accommodate growth over the contract's term while ensuring proper backup controls.

The current contractor uses a reservation, scheduling, and dispatching system (RSDS) developed to support the demands of paratransit services. This system receives nightly updates from the Cityride Program Administrator via the Internet. The application is used for trip booking, real-time scheduling, and dispatching. The application integrates GIS mapping, enabling the service providers to geocode participant addresses and destinations precisely, calculate trip lengths and distances for accurate scheduling, and contains a zoom-in function to view detailed information about the service area.

Proposers may choose to continue using this RSDS or propose a new one. The proposed RSDS and hardware are subject to the City's approval, and the City requires that the RSDS assist the Contractor(s) in meeting the City's goal of 2.5 Cityride passengers per revenue hour operated.

The Contractor is responsible for any programming associated with the RSDS's compatibility to receive and incorporate the nightly downloads of the updated participant's information at either end of the process. Proposers are to include all anticipated programming and hardware costs in the proposed costs. The Contractor is responsible for transferring historical data into the new system to ensure no interruptions or service breaks occur due to the transition from the existing RSDS application to the new one.

Currently, the Cityride program uses a Driver's application that accesses the RSDS using the onboard tablets (refer to *Section 4.17.7 - Cityride DAR Tablets* for further information). The Driver's Application allows drivers to:

- 1. view the driver's schedule for the day
- 2. provide routing information for each trip, including turn-by-turn GPS instructions
- 3. provide fare collection information and fare processing for each Cityride trip
- 4. confirm passenger pick-up, drop-off, or no-show, with live pick-up and drop-off times and geolocations recorded
- 5. provide any other relevant trip information

maintains a database that allows LADOT PM to view vehicle locations in real-time through a login or a dedicated dashboard

The Contractor will need to provide a seamless transition of the Driver application. The Driver application must include all the listed functions and may have additional functions. Proposers are to include all costs associated with the Cityride RSDS and driver's application costs in Line Item 59 - Start-up Cost of Proposal Forms C-11 - North Region Cost Components and C-12 - North Region Cost Component Details, with the annual fees included in Line Item 30 - Other Costs of Proposal Forms C-11- North Region Cost Components and C-12 - North Region Cost Component Details.

The Contractor's responsibilities include all costs associated with the RSDS and application(s), including but not limited to usage, licensing, maintenance, and annual fees, regardless of which application is used. The Contractor is also responsible for providing backend support for a seamless transition at the start and end of the contract.

4.2.4.2 Cityride Telephone System Requirements

The Contractor shall acquire and maintain an adequate telephone system with a minimum of three (3) phone numbers or choices: one phone number or choice for reservations, one phone number or choice for cancellations, and one phone number or choice for service routes and information, or a system that can accommodate. The phone system will adequately handle the volume of phone calls (Area 1 currently averages 2,660 calls per month) and must be able to adjust to higher volumes of calls when needed.

The Contractor is responsible for purchasing and maintaining an automated telephone tracking system to monitor all incoming calls to the Cityride Program. At a minimum, the tracking system should have the following capabilities: call times (the time each participant/caller spends on the phone talking to a reservationist); tracking the call hold times (the time it takes from the point the call enters the queue to the point the caller talks to a reservationist); average call times; average hold times; the number of calls in the queue at any requested time-period; hourly call times; the number of missed calls (incoming calls that receive a busy tone); the number of dropped calls; and the number of Cityride DAR Reservationists logged on the phone system to receive phone calls during any requested time-period. All information requested must be available on a real-time dashboard that the customer service manager and LADOT PM may log in and view.

All calls shall be monitored and recorded to ensure quality control. The Contractor is required to purchase and maintain a telephone recording system for monitoring and training purposes. See the Proposal Forms for further details.

4.2.4.3 Cityride Reservationist Availability and Telephone Reservation Hours

Cityride DAR Reservationists must be available to receive calls beginning at 8:00 a.m. Pacific Time each day until 5:00 p.m. Pacific Time, Monday through Friday, except on Transit Service Holidays (see *Section 4.4 - Transit Service Holidays*). Each reservationist shall be assigned to up to two (2) telephone lines during peak call times and three (3) lines during non-peak call times. Sufficient staff and telephone lines must be

available during reservation hours to ensure that the call hold time (the time it takes from the point the call enters the queue to the point the participant/caller talks to a reservationist) for a participant to speak to a staff member is no more than two (2) minutes, even during peak periods. All reservations, scheduling, and dispatch staff must be able to communicate in English. There must always be one staff member who is fluent in Spanish immediately available. Ninety-five percent (95%) of the daily calls must be able to enter into the telephone queue during operating times.

4.2.4.4 Cityride Trip Scheduling

Scheduled pick-up times should not be earlier than 6:30 a.m. Pacific Time and no later than 4:30 p.m. Pacific Time. The number of trips is based on the number of dedicated City-owned vehicles assigned to the Cityride area and is limited to the number of daily/annual revenue vehicle service hours (first participant pick-up to last participant drop-off minus any driver lunch break and does not include any travel time to and from the transit maintenance facility or a fueling station) operated. Cityride DAR Reservationists schedule the trip (one-way or round trip) if the participant agrees to the time slot. Note that the City may change the trip scheduling hours to match demand.

Medical Appointment Trips

Cityride Participants may schedule trips up to two (2) days in advance for medical appointments. Cityride DAR Reservationists will ask participants who schedule a one-way trip to their medical appointment if they also want to schedule the return trip from their medical appointment at the same time.

Non-Medical Trips

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

Group Trips

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

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

Schedule Trip Time Change or Delay Notifications

The Contractor is required to inform participants of any trip time changes or delays by phone, text, or email at least 24 hours in advance of any trip cancellations or changes and as soon as a delay is anticipated.

Trip Denials

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

Paratransit Overflow Service Trips

The Contractor is responsible for negotiating, subcontracting, and coordinating all paratransit overflow service trips with the Paratransit Overflow Service providers. Participant trips are limited to the ten (10) mile maximum trip length when using the Paratransit Overflow Service unless the participant is permitted under the Mileage Exemption for Los Angeles County Unincorporated Areas or if permitted by the City under the Other Mileage Exemptions rules (see *Trip Mileage Limits* for more information).

Standby Trips

Cityride participants may request to be added to the Standby list if their Cityride account balance is zero (\$0). Standby trips are not available for special group trips.

Cityride participants may request standby trips on the same day of service if no space is currently available and they choose not to use the Paratransit Overflow program when offered. The service provider will inform participants on the Standby List if space becomes available.

Trip Cancellation

Participants can cancel scheduled trips up to four (4) hours before the scheduled pick-up time. If the Contractor is informed of a trip cancellation by a participant whose scheduled pick-up time is under two (2) hours from when the cancellation notice was given, the Dispatcher will log the trip as a no-show. See *Section 4.2.6.3-Cityride No-Show Policy* for more information.

Dispatchers will immediately inform the vehicle operator of the trip cancellation. When possible, the dispatcher will assign a new trip from the standby requests to the vacant time slots created by the canceled trip.

The Contractor will provide customer coaching and advice on the Cityride no-show policy.

Trip Mileage Limits

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

Mileage Exemption for Los Angeles County Unincorporated Areas

Because most of the participants living in the Los Angeles County Unincorporated areas are located on the outskirts of the City of Los Angeles, a special exemption allows participants living

in the Los Angeles County unincorporated areas that allow those participants to travel up to twenty (20) miles per one-way trip. These participants will be charged the same fare as those traveling ten (10) miles one-way.

Other Mileage Exemptions

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

4.2.5 Paratransit Overflow Program

The Paratransit Overflow services provide transportation to those Cityride participants whose trip requests could not be fulfilled using the Cityride DAR service vehicles.

The City's Paratransit Overflow services require the selected Contractor to negotiate and contract with the City permitted taxicab companies (hereinafter known interchangeably as the "taxicabs" or "taxis") to provide transportation for those participants' trips as needed to increase the overall effectiveness of the Cityride DAR service. There are currently nine franchise taxi operators in the City of Los Angeles who operate more than 2,300 taxis. Visit <u>LADOT Taxicab Operators</u> for contact information. The City is considering the addition of transportation network companies) (hereinafter known as "TNCs") to the Paratransit Overflow services during the term of the Agreement. If the City decides to allow TNCs to provide paratransit overflow services, the City will notify the Contractor.

4.2.5.1 Paratransit Overflow Service Trip Booking

The Contractor coordinates all paratransit overflow service trips with the Paratransit Overflow service providers. Participant trips are limited to the maximum trip length of ten (10) miles when using the Paratransit Overflow service. The Contractor is responsible for providing sufficient Paratransit Overflow service to ensure there are no trip denials.

4.2.5.2 Paratransit Overflow Program Reporting

The Contractor shall keep a log indicating the date, taxicab service used, Cityride participant's pick-up and drop-off addresses, and the Cityride participant's pick-up and drop-off times. The Contractor shall use the Cityride participants' pick-up and drop-off addresses to calculate the trip revenue miles. The Contractor shall use the participant pick-up and drop-off times to calculate the trip revenue service hours.

The Contractor shall enter the monthly totals into the City's Management Information System (MIS) no later than ten (10) days after the close of the month being reported.

4.2.6 Cityride DAR Schedule Adherence

The Contractor shall ensure that the service adheres to the schedule set forth by LADOT in www.ladottransit.com/cityride and Section 4 of this RFP. The City will use the criteria listed below to

assess the Contractor's adherence to scheduled service. See *Exhibit 3 - Service Performance Standards & Performance Penalties* for further information.

4.2.6.1 Cityride Early and Late Trips

The Cityride Paratransit Program services operate at a minimum Monday through Friday from 6:00 a.m. to 6:00 p.m. The Contractor shall not schedule pick-up times earlier than 6:30 a.m. or later than 4:30 p.m. Any trip booked outside this time frame will be considered either an "Early Trip" or a "Late Trip."

In addition to the above, an "Early Trip" is defined as any time a Cityride participant is picked up fifteen (15) minutes or more before their scheduled pick-up time without their prior consent. A "Late Trip" includes any trip where a Cityride participant is picked up thirty-one (31) minutes or later from their scheduled pick-up time.

The Contractor shall pick up Cityride participants at the scheduled times.

4.2.6.2 Cityride Missed Trip

The Contractor shall run all scheduled trips every day the service operates and shall not miss a single trip. A missed trip is defined as when the vehicle operator arrives more than sixty (60) minutes after the scheduled pick-up time or fails to arrive at the pick-up location.

4.2.6.3 Cityride No-Show Policy

A "No-Show" is a rider who booked a dial-a-ride trip and does not meet their ride within three (3) minutes of the vehicle's arrival or does not call and cancel the trip at least two (2) hours before the scheduled pick-up time.

Vehicle operators are to contact dispatch if a participant does not arrive within three (3) minutes of the vehicle's arrival at the pick-up location and wait for instructions. The dispatch will attempt to contact the participant to inform them of the vehicle's arrival. If the dispatcher can establish communication with the participant and the participant is on their way to the pick-up location and will arrive within the next minute or two, the dispatcher will inform the driver to wait for the participant.

However, if waiting for the participant to arrive at the pick-up locations may cause the driver to be late to the driver's next scheduled pick-up, the dispatcher will inform the participant that they missed the trip and release the driver from the location to continue on schedule for the next pick-up. In cases where the dispatcher tells the vehicle operator to continue to the next scheduled pick-up, the dispatcher will indicate in their records that the participant was a "no-show" for that trip.

If the trip was the participants' return trip to their residence, the dispatcher will attempt to schedule a standby trip for the participant.

4.2.6.4 Cityride Maximum Time for Participant Trip to be Completed

The Contractor shall complete all Cityride DAR trips within an hour. All Cityride DAR trips are to be under sixty (60) minutes in time.

4.2.7 Cityride Media Usage and Cash Fares

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

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

The maximum fare value a participant can accrue in their Cityride account is \$336.00. Participants can check their Cityride account balance in the following ways:

- Online at https://farepayments.cityride.net/balance
- Call Cityride at (213,310,323, or 818) 808-7433
- Check the receipt after a Cityride taxicab trip

The Cityride Card can only be used by the person it is issued to. Participants are required to show the DAR vehicle operator their Cityride Card and, upon the driver's request, their government-issued photo identification at the time of pick-up. The name on the identification must match the name on the Cityride Card. The DAR vehicle operator shall then use the Cityride Card via the Driver's application using the onboard tablet to complete Cityride fare processing.

4.2.7.1 Cityride Card Usage and Fares

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

4.2.7.2 Cityride DAR and Semi-Fixed Routes Fare Structures

If the Cityride participant's Cityride Card account balance is at zero, the Cityride participant may request a standby trip and make a cash payment of \$3.00. Standby trips are not available for special group trips. Tables 10, 11 and 12 outline fare structure for Cityride services.

Table 10 - Cityride DAR Fare Structure

Cityride Dial-a-Ride (DAR) Trips	One-way 1-10 Mile Trip
Cityride Participant Single-Person Booking	\$4.00 Cityride Card Charge
Cityride Participant Group Trip	\$2.00 Cityride Card Charge
Cityride Standby Trip	\$3.00 CASH Fare

Table

11 -

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

Cityride Semi-Fixed Route Fare Structure

4.2.7.3 Paratransit Overflow Program Fares

If the participant's Cityride Card account balance is zero, the participant makes a cash payment of \$3.00.

One-way 1-10 Mile Trip	
\$4.00 Cityride Card Charge	
\$3.00 CASH Fare if Cityride Card has Zero Balance	

Table 12 – Paratransit Overflow Program Fares

4.2.7.4 Cityride Card Used for Fares on City of Los Angeles Permitted Taxicabs

Only the City of Los Angeles-permitted taxicab companies accept the Cityride Card. These taxicabs have a City of Los Angeles Taxicab Seal on their vehicles; this is the official City of Los Angeles Department of Transportation Taxicab Seal. Taxicabs bearing this seal are insured, have trained drivers, are regularly inspected by the City, and participate in the Cityride subsidy program. Only taxicabs with the seal can accept the Cityride Card for payment.

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

Cityride participants can use their Cityride Cards to pay up to twenty dollars (\$20) of the fare value per trip for taxicab fare payment. The minimum charge is four dollars (\$4). Participants must pay all fare values over twenty dollars (\$20), including any tips, by using cash or credit cards.

Participants are encouraged to rideshare to save money when using taxicab services. Taxicabs can seat up to four passengers. Each Cityride participant in taxicab rideshare can contribute up to twenty dollars (\$20) using their Cityride Cards towards the Taxicab fare.

Proposers can view the current taxicab rates by visiting <u>Taxicab Rates | LADOT</u> or by calling the taxicab company directly.

4.2.7.5 Emergency Assistance for Participants with Zero Balance on Cityride Card

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

4.2.8 Cityride Dial-a-Ride Fleet Vehicles

Table 13 below indicates the number of fleet vehicles assigned to the Cityride Dial-a-Ride Area 1 Service.

Table 13 - Cityride Dial-a-Ride Area 1 Vehicle Assignments

Cityride Dial-a-Ride	Number of Peak-Service Vehicles Assigned
Area 1 - San Fernando Valley	18
Total Number of Revenue Vehicles Assigned	18

Proposers are to note that LADOT may choose to increase or decrease the number of revenue vehicles assigned to the North Region Cityride Dial-a-Ride Area 1 service during the contract term in response to service needs.

4.3 LAnow On-Demand Shared-Ride Service Operational Requirements

LAnow is a local on-demand shared-ride service. LAnow operates as a microtransit demand-response of an application-centered, shared mobility project for Palms, Mar Vista, Venice, and portions of Del Rey.

The Contractor shall supply a dynamic routing and scheduling software that automatically matches ride requests and ride offers on short notice without prior agreement between driver and passenger. The automatic matching algorithm checks whether the driver can take a passenger with him without violating the maximum detour constraint, which LADOT Transit sets.

The Contractor shall supply an online trip reservation and payment application allowing Passengers to request a ride through a native mobile application, a web-based booking application, or call-in by phone.

The Contractor-supplied online trip reservation and payment application that is accessible from mobile devices will expedite trip requests and fare collection. The system will employ a crowd-sourced route generator that responds to demand along a geographical area.

4.3.1 LAnow Service Zone 1

The Contractor shall operate LA*now* Service Zone 1 in the West Los Angeles area (Palms, Mar Vista, Venice, and portions of Del Rey). Service Zone 1 will operate Monday through Friday from 6:00 a.m. to 7:00 p.m. using six (6) City-owned CNG power cut-away buses during revenue service hours, with two additional vehicles as spares. See LA*now*'s published information at www.ladottransit.com/lanow for more details regarding the service area.

The Contract may operate as many as six (6) LAnow fleet vehicles assigned to Zone 1 as are available on any given day of service; however, the Contractor is <u>limited to a maximum of 19,890 revenue service hours a year</u> (equivalent to the operation of 6 vehicles 13 hours per weekday annually).

The LAnow Service Zone 1 combines eight (8) city-owned 12-seater transit vans, six (6) in service, and two (2) spares, with dynamic routing and scheduling software, a native mobile application with an intuitive user interface for customer requests, and a web-based booking application for customers without smartphone access. The dynamic routing and scheduling software automatically matches ride requests and offers on short notice without prior agreement between driver and passenger.

The LAnow services do not operate on weekends or Transit Service Holidays (refer to Section 4.4 - Transit Service Holidays). The current service schedule may be subject to change if LADOT deems it necessary.

4.3.2 LAnow Reservation System

The Contractor is responsible for creating and distributing an expandable online reservation and payment system accessible by smartphones (iPhone and Android) and online that allows the separation of multiple geo-zoned services (Zone 1, Zone 2, etc) to utilize the system concurrently. This system will integrate with the Contractor's trip generator software and will work in accordance with LADOT's Transit Customer Service Center (operated under a separate contract with the City). This online reservation and payment system will be used by both Zone 1 and Zone 2 services.

The North Region Contractor shall be responsible:

- For the online trip reservation and payment application that will be used for both LA*now* Zone 1 and Zone 2, and
- The training of the call center staff which will be addressing rider questions, concerns, complaints, and commendations for those without a smart device or who prefer to make a prior reservation over the phone, and
- The training of all Zone 2 service provider staff.

The existing LAnow phone number will be transferred to the newly awarded LADOT's Transit Customer Service Center contractor. LADOT's Transit Customer Service Center (open Monday through Friday from 6:00 a.m. to 7:00 p.m.) has fully trained staff members available to answer questions regarding the operation, service area, and regulations regarding LAnow service. LADOT's Customer Service Center has bilingual staff capable of communicating in other languages.

The Contractor shall be required to work closely with LADOT's Transit Customer Service Center contractor to ensure that staff members are fully trained on the LAnow Application so that the Customer Service Agents can book reservations for individuals unable to use the LAnow app.

The Contractor reservation and payment system shall provide program and statistical reporting. The Contractor shall establish office security measures to safeguard the handling of credit cards and other confidential information.

The Contractor shall generate reports for the City's review and audit and collect data for the Federal Transit Administration National Transit Database (NTD) reporting. The Contractor is also responsible for operating in compliance with the governmental codes, regulations, and directives applicable to such programs and as defined in this RFP, addendums, and contract agreement.

The Contractor is responsible for all costs associated with the online reservation and payment system, including, but not limited to, usage, licensing, maintenance, and annual fees, regardless of which mobile platform (iPhone, iPad, Android) is used.

4.3.3 LAnow Mobile Application

The Contractor is responsible for procuring, maintaining, and distributing a mobile application reservation and payment system accessible by smartphones (iPhone and Android). This system will integrate with the Contractor's trip generator software and will work in accordance with LADOT's Transit Customer Service Center Services and LAnow Service Providers. The Contractor will create one application that will service both LAnow Zones while maintaining zone autonomy.

The mobile application shall provide, but not be limited to, the following features:

- On-demand Rides
 - O Users shall have access to book real-time, on-demand rides
- Payment Integration
 - Users shall have access to various in-app payment methods, including credit/debit cards, digital wallets, transit cards, or cash options.
- Dynamic Routing
 - The application shall use algorithms to create dynamic real-time routes that optimize pick-up and drop-off points while minimizing wait times and travel durations.
- Fixed-route Integration

 Integrate fixed-route options to provide users with comprehensive transit solutions, combining on-demand and scheduled services.

Live Tracking

 Enable users to track their ride in real-time by providing accurate updates on the vehicle's location, vehicle driver, vehicle type, and estimated time of arrival.

Accessibility Features

 Must comply with ADA regulations. Incorporate features that cater to users with disabilities, including text-to-speech, screen readers, color contrast adjustments, and support for assistance technologies.

• Notifications and Alerts

Implement a system for real-time updates and service notifications via push notifications,
 SMS, or email notifications.

User Profile and Ride History

 Access and manage user details, preferences, accessibility, and ride history data for personalized service.

Customer Support

Access assistance and support services for users both in-app and over the phone

Service Customization

 LADOT shall have the authority to define service areas, establish operational hours, and configure other parameters to customize the service according to the area's specific needs.

The Contractor is responsible for maintaining the mobile application and performing, but not limited to, the following tasks:

- Regular Updates
 - Ensure the app is updated on a regular basis to ensure functionality.
- Performance Monitoring and Tuning
 - Monitor app performance and make adjustments as necessary
- Security Management
 - Implement measures to protect against threats and address security vulnerabilities
 - Protect and encrypt all customer information
- User Support
 - Provide support for encountered issues, new features and updates
- Data Management
 - Ensure data integrity
- Compatibility and Compliance
 - Maintain compatibility with new devices, operating systems, browsers, etc., and comply with new laws, regulations, requirements and standards.
- Scalability and Performance

- Ensure the app can scale to accommodate an increasing number of users and optimize performance to handle peak user interactions efficiently.
- Ensure the app can scale to accommodate additional service Zones.

Training

The Contractor is responsible for all training of staff, deemed necessary by LADOT which
includes but is not limited to customer service staff, dispatch, LADOT staff, LAnow Zone 2
staff, etc, for reservations, mobile applications, and collections of payment.

The Contractor is responsible for all costs associated with the mobile application, including, but not limited to, usage, licensing, maintenance, and annual fees, regardless of which mobile platform (iPhone, iPad, Android) is used. The Contractor shall be responsible for the distribution and training of Zone 2 staff members.

4.3.4 LAnow Driver-Specific Application Requirement

The Contractor will provide a driver-specific application. The driver-specific app shall be integrated with the reservation and payment system and used by the service operator to manage ride assignments, allow drivers to navigate routes, and allow drivers to communicate with dispatchers and riders.

The driver-specific application will function by Zone assignment and will be available to all LAnow drivers regardless of which LADOT contracted service provider they work for.

The Contractor is responsible for all costs associated with the driver-specific application, including, but not limited to, usage, licensing, maintenance, and annual fees, regardless of the mobile platform (iPhone, iPad, Android) used. The Contractor shall be responsible for the distribution and training of Zone 2 staff members.

The City will transfer a total of ten (10) Tablets that will be provided to the Contractor for use on the LAnow Zone 1 vehicles. The tablets are installed using brackets to safely and securely hold the tablets during service. The tablets will allow operators to utilize the driver-specific application.

If the current tablets are not compatible with the Contractor supplied LAnow Driver-Specific Application or any other Contractor supplied applications or software that is necessary for the tablets to communicate with LAnow dispatching, routing, and secured payment systems, the Contractor shall be responsible for purchasing seventeen (17) replacement tablets and any associated brackets necessary to secure the tablets to the vehicles. The Contractor shall be responsible for identifying the type of tablet that will best work for the program demands. The Contractor will provide all necessary equipment, accessories, or peripheral equipment to ensure that the tablets or proposed alternative devices are operational and can be used for their intended purpose. The tablets and brackets shall be distributed as follows: ten (10) tablets and brackets will remain with the Contractor for use on LAnow Zone 1 vehicles, and the remaining seven (7) tablets and brackets shall be transferred to the contractor operating LAnow Zone 2. The Contractor shall be responsible for providing any additional hardware and software required to allow the tablets to initiate the driver-specific application.

The Contractor will be responsible for maintenance, repair, upkeep, and warranty of the tablets or proposed alternative devices for the ten (10) units retained by the Contractor and shall transfer any warrantees for the remaining seven (7) units to the LAnow Zone 2 operator that will assume all responsibility for the units at handover.

4.3.5 LAnow Fare Collection

LAnow fare structure is indicated in Table 14. Fares can be paid through the LAnow application or by the call center. LAnow accepts debit cards, credit cards, or unbanked debit cards. For Riders preferring to pay in cash, cash payments may be made during pickup via the farebox.

Table 14 - LAnow Fare Structure

Rider	Zone 1	Zone 2
Children 4 years and younger	Free	Free ¹
Adults and Children 5+ years	\$1.50	Free ¹
Seniors, Disabled, Students	\$0.75	Free ¹

Note: LAnow 's Zone 2 is operating as a one (1) year pilot program, where LADOT is considering implementing a policy where fares for service in Zone 2 are free for everyone. If LADOT decides to implement the Free Fare Policy, at the discretion of LADOT, the fare structure for Zone 2 may change after the one (1) year pilot program ends.

In order for passengers to pay for the service, passengers are required to input their credit or debit card information into the payment section of the mobile application or indicate they will provide cash fare as payment.

Individuals can call the LADOT Transit Customer Service Center to reserve a ride but must also provide either a credit card, debit card, or unbanked debit card information to pay for the service or indicate they will be paying cash at the time of pick-up. The customer agent uses the web-based booking application to reserve the ride for the individual.

The City of Los Angeles is committed to data security and the data quality of personally identifiable information that is either available from or collected by any City website. The Contractor will take reasonable precautions to protect such information from loss, misuse, or alteration. The Contractor must operate "secure data networks" protected by industry-standard firewalls and password protection systems. Only Contractor-authorized individuals will have access to the information provided by LA*now* participants.

The Contractor's LAnow mobile application will encrypt all ordering information, such as names and credit card numbers, to protect the confidentiality of the participant's data. The Contractor shall immediately inform the City of any security breach or hacking attempts and rectify any security breach.

PCI Compliance

The City of Los Angeles Office of Finance mandates that the payment-processing vendor meet the payment card industry data (PCI) security standards set by the Payment Card Industry Security Standards Council (PCI DSS). The PCI DSS applies to any organization, regardless of size or number of transactions, that accepts, transmits, or stores cardholder data. Contractors can find the PCI Data Security Standards at http://www.pcisecuritystandards.org.

Compliance is validated annually or quarterly, either by an external Qualified Security Assessor or a firm-specific Internal Security Assessor for organizations handling large volumes or by a Self-Assessment (SAQ) for companies handling smaller volumes.

Cash Payments

The Contractor will be responsible for the security of the cash farebox collected on this service. For further requirements, refer to Section 4.7.2 - Fare Collection.

4.3.6 LAnow Zone 1 Fleet Assignment

LAnow will use six (6) in-service cut-away vehicles during revenue service hours and will be assigned two (2) vehicles as spares. During the contract term, the fleet assignment may be adjusted according to citywide or service area needs. Table 15 below indicates the number of fleet vehicles assigned to the LAnow Zone 1 Service.

Table 15 LAnow Zone 1 Fleet Vehicles

LAnow	Number of Peak-Service Vehicles Assigned
Zone 1	6
Total Number of Revenue Vehicles Assigned	6 + 2 (Spare Vehicles) = 8

4.4 Transit Service Holidays

North Region transit, paratransit, and microtransit services do not operate on the following holidays (except DASH Panorama City/Van Nuys, which will operate Sunday service on the transit service holidays): New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

4.5 Quality Customer Service

The Contractor shall ensure that the drivers are courteous, have a neat and presentable appearance, and have their driver's permits on them at all times during working hours. The driver shall not be rude, confrontational, or disrespectful to passengers. Drivers are not permitted to pass by passengers. Drivers must ensure that heating and air conditioning units are operational during revenue service and that complaint/complimentary cards are on the buses at all times. The Contractor must always ensure that drivers have the correct brochure(s) on their buses.

4.6 Operator Safety and Preventable Accidents

The Contractor shall ensure that all operators adhere to safe and defensive driving practices. The Contractor shall ensure that operators do not use cell phones while driving, do not run red lights, and that all operators comply with the speed limits. Drivers are required to wear their seatbelts while operating the vehicle. The Contractor must also take appropriate steps to minimize preventable accidents. Refer to Sections 4.18.7 - Safety and Training Manager, 4.18.8 - Trainers, and 4.18.13 - Vehicle Operators for further requirements.

4.7 Fare Revenue Collection and Accuracy

Each city-provided vehicle has a manual drop farebox (mechanical fareboxes of either Diamond or Pacemaker brand, with two (2) farebox keys) and a Los Angeles County municipal transit operator regional TAP system (contactless electronic fare system) driver control unit.

In addition to cash, all LADOT prepaid fare media (monthly passes and trip tickets), EZ Pass, other specified municipal transit agencies' media, Cityride cards, and Access Services ID Cards are valid fair media and accepted on the Community DASH services and Commuter Express Services as indicated in the specific service's Fare Structure Table.

The City re-instituted fare collection on Community DASH services on February 1, 2025, the fare media is included in the Community DASH Fare Structure Table, see *Section 4.1.2.4 - Community DASH Fares*. The City reserves the right to change the fare. The Contractor will ensure that all drivers know and adhere to the fare structure.

The vehicle operator will turn in all fares collected daily to the Contractor. The cash collected is to be retained by the Contractor, and the Contractor will deduct the amount from the service cost billed to the City. The Contractor shall input the cash amount into the City's Management Information System (MIS) on a daily basis.

The Contractor is responsible for providing security for the collected funds; it is up to the Contractor to securely transfer the collected funds to the bank. The Contractor will be held responsible for any lost or stolen funds.

4.7.1 Farebox and Vaulting Security Procedures

Proposers shall provide a detailed security plan as part of the proposal that outlines procedures to protect farebox revenues against theft or fraudulent reporting. At minimum, the plan shall include a written description of procedures regarding collecting, counting, and storage of fare revenue. As part of the fare revenue procedures, Proposers shall outline methodologies to reconcile revenues with appropriate boardings to evaluate the accuracy of ridership counts and revenue collection security. Proposers are responsible for implementing this security plan, and LADOT reserves the right to audit the procedure to evaluate its effectiveness.

The Contractor shall be responsible for providing security over collected funds, equipment in service, and all inventoried fareboxes and associated equipment. The Contractor shall purchase a coin counter/ coin packager machine for use in the vault room. The Contractor shall develop, place into service, and monitor procedures, controls, and security devices, including security cameras, that will prevent theft or expose pilferage. The Contractor is required to submit Bank Deposit Slips and Bank Statements as proof of the revenue collected, and these must be submitted along with the monthly invoices. Should there be any discrepancies between the actual revenue counts and the estimated revenue counts from the ridership data, and an investigation proves the Contractor failed to adequately protect the City's revenues, then the Contractor is responsible for reimbursement to the City.

The Contractor shall ensure the vault room is secure at all times. Two people must be present at all times in any Contractor's vault room for money counting. A video camera must be recording continuously during money counting. The Contractor must have a sign-off procedure and it must be used to assure active security camera monitoring. This log must be signed off at least three times per week, indicating the start and end times of money counting and corresponding monitoring of the counting process. The log is kept in the vault for a specified time and is to be archived and preserved as necessary to assure written documentation of ongoing and uninterrupted compliance.

4.7.2 Fare Collection

The Contractor's vehicle operators or other authorized personnel shall collect from all passengers on each vehicle the amount of fare (including the collection of cash, transfers, and notation of the use of any and all passes by type of pass) determined in accordance with Sections 4.1.1.6 - Commuter Express Fares and Transfers, 4.1.2.4 - Community DASH Fares, 4.2.7.2 - Cityride DAR and Semi-Fixed Route Fare Structures, 4.2.7.3 - Paratransit Overflow Program Fares and 4.3.5 - LAnow Fare Collection.

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

4.7.3 Transit Access Pass (TAP) System

The Transit Access Pass (TAP) system requires the transit vehicle to communicate with the TAP cloud system wirelessly. This communication will be continuous regardless of whether the transit vehicle is on route or at the transit yard. Therefore, the TAP units will need to be plugged into existing onboard routers for communication. TAP units are installed by the regional TAP coordinator, and the TAP bandwidth will be paid directly by LADOT.

4.7.4 LA Mobile Ticketing

LADOT launched the LA Mobile Ticketing system that allows riders to purchase fares directly from their smartphones. Riders receive an electronic pass on their smartphone devices that they must present or "Flash" to the driver when boarding. The Contractor is required to ensure that riders using LA Mobile Ticketing properly present or "Flash" the electronic fare before boarding. The Contractor will provide regular training to all project Contractors' personnel. As technology in this field improves, the City may

elect to utilize alternative validators and will provide Contractor personnel with initial training and training manuals for regular training needs.

4.7.5 Accuracy

The Contractor shall ensure an accurate count of all collected revenues. The Contractor shall provide LADOT's Accounting Division with a daily receipt and the Contractor's bank account statements for their revenue collection account as a verification of the revenue collected.

4.8 LADOT's Transit Customer Service Center and Complaint System

LADOT retains an outside consultant for onsite and online retail and customer-related services such as the sale of transit passes, distribution of brochures, and providing a toll-free customer service phone number. The North Region Contractor is required to regularly coordinate with the Transit Customer Service Center in obtaining Commuter Express and DASH route brochures, schedules, and maps for placement on each bus. The Contractor is responsible for picking up these schedules from the Transit Customer Service Center. The Contractor will maintain an inventory of the Commuter Express and DASH schedules by route in a Google Sheet that is shared with the assigned Commuter Express and Community DASH LADOT PMs. This information will be used by LADOT to determine the printing schedules for the various routes.

The Contractor is required to promptly inform the Transit Customer Service Center on route interruptions that may impact service. The Transit Customer Service Center will be responsible for informing the public of route delays, stop closures, or detours via the LADOT Transit website. In addition, the Contractor shall immediately inform LADOT PM and provide any suggested detour routing or stop closures that may be needed in response to such interruptions. Once approved by LADOT, the Contractor will be responsible for posting the detour signage, or stop closures and nearest available stop signage or any other signage LADOT deems necessary.

LADOT uses a system-wide, internet-based complaint system, its current web-based management information system (MIS). The Contractor must ensure that all computer system configurations and online internet services are able to access the MIS. The Contractor is required to respond to all complaints within three (3) business days after receipt of the complaint. See *Exhibit 6 - Reporting Requirements* for further reporting requirements.

4.9 Lost and Found Policies

If Vehicle Operators or other Contractor personnel find any left or forgotten items on their vehicles or if someone brings them items they found on the vehicles, they are to inform dispatch immediately. All found items are to be given to Dispatch at the end of the revenue day to be added to the lost and found with the date, vehicle number, and route information. Lost and Found items are to be stored in a locked room to limit the possibility of theft.

If someone calls regarding the lost item and the vehicle is still on route, the dispatcher may arrange for the passenger to meet the bus on route to claim the item. Otherwise, the passenger must schedule a visit to the Transit Maintenance Facility to claim the item, or make other arrangements with the Contractor to collect their lost time(s). Lost and Found Phone numbers can be found in *Table 16 - LADOT Transit Lost* and *Found Phone Numbers*.

4.9.1 Lost Cityride Cards

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

4.9.2 Found Cityride Cards

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

4.9.3 LADOT Transit Lost and Found Phone Numbers

If the selected Contractor is unable to transfer the phone numbers listed in Table 16 - LADOT Transit Lost and Found Phone Numbers, the Contractor shall provide LADOT with the new Lost and Found Phone Numbers for publication on LADOT's website upon contract commencement.

4.10 Performance Standards and Performance Penalties

The City has established service performance standards to measure the Contractor's performance, set levels of standards and/or expectations, and impose compliance with the requirements and provisions of this Project. A performance penalty amount is imposed, at the City's discretion, for not meeting the service performance standard (See *Exhibit 3 - Service Performance Standards & Performance Penalties* for listing). Performance penalties will be deducted from the Contractor's monthly invoicing.

In addition to those Performance Criteria identified by specific service in *Exhibit 3 - Service Performance Standards & Performance Penalties*, this Section outlines additional performance standards that apply to all LADOT transit, paratransit, and microtransit services.

Vehicle maintenance standards are listed in *Section 4.17.2 - Maintenance of Service Vehicles* and in *Attachment D - City-Owned Fleet Vehicle Maintenance Standards & Requirements*. Proposers are to note that any leased revenue service vehicle must be maintained at the same vehicle maintenance standards and requirements.

Table 16 - LADOT Transit Lost and Found Phone Numbers

Route(s)	Lost and Found Phone Number	
Commuter Express		
Routes 409, 419, 422, 423, 549, 573, 574	(818) 898-7200	
Community DASH		
DASH North Hollywood, DASH Northridge/Reseda, DASH Pacoima, DASH Panorama City/Van Nuys, DASH Sylmar, and DASH Van Nuys/Studio City	(818) 898-7200	
Cityride DAR, Area 1		
Area 1 - San Fernando Valley	(818) 904-9353, Ext. 2	
LAnow		
LAnow Services	(818) 493-6211	

The Transit Maintenance Facility standards and requirements can be found in *Attachment C - City-Owned Transit Maintenance Facility Standards & Requirements.*

4.10.1 Driver Permits

The Contractor shall ensure that all drivers possess driver permits before being dispatched on service buses. When operating revenue service vehicles, the drivers must have driver permits on them at all times.

4.10.2 Driver Courtesy

All drivers operating vehicles for the services outlined in this RFP, and under the resulting Agreement, shall behave in a courteous and professional manner at all times.

4.10.3 Americans with Disabilities Act (ADA) Requirements

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

In order to enforce the ADA requirements under Section 37.23 (a) and (b), the Service Performance Standards for ADA require a standard of 100% compliance. The Contractor agrees to indemnify and hold harmless the City of Los Angeles for all damages assessed against the City as a result of the Contractor's failure to comply with the ADA standards and regulations.

The City is providing the Contractor with vehicles for operating the service. Most of the vehicles are equipped with automated stop announcements and display equipment. For vehicles without the automated stop announcement and display equipment, or vehicles that have inoperable display equipment or stop annunciators, the Contractor shall verbally announce stops using the public address microphone inside and outside (when the vehicle is at a bus stop), the vehicle as follows pursuant to Section 37.167(b) and (c) of the DOT ADA.

4.10.3.1 ADA Announcements on Fixed and Semi-Fixed Routes

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

4.10.3.2 ADA Training

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

4.10.3.3 Additional ADA Requirements

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

- If a rider asks to use the wheelchair lift or ramp, the driver shall deploy the wheelchair lift/ramp without inquiring about the individual's disability. The driver will deploy the wheelchair lift/ramp for the rider who asked to use the wheelchair for use when boarding the vehicle and when exiting the vehicle.
- Picking-up passengers with disabilities
- Having clearly readable paper destination signs if the electronic destination signs are not working.
- Having a functioning wheelchair lift or ramp, if the wheelchair lift/ramp is discovered to be inoperative, the Contractor must take the vehicle out of service before the beginning of the vehicle's next service day and ensure that the lift is repaired before the vehicle returns to service. However, if there are no spare vehicles available to take the place of the vehicle with an inoperable wheelchair lift/ramp, such that taking the vehicle out of service will reduce the transportation service the Contractor is able to provide, Section 37.163(e) permits the entity to keep a vehicle with an inoperable wheelchair lift/ramp in revenue service for no more that three days from the day on which the wheelchair lift/ramp was discovered to be inoperable.
- Allowing service animals to accompany individuals with disabilities in vehicles

- Allowing a passenger with a disability traveling with a respirator or portable oxygen supply, consistent with the applicable Department of Transportation rules on the transportation of hazardous materials, to board and ride the bus
- Allowing a passenger with a disabilities adequate time to allow the complete boarding or disembarking from a vehicle
- Allowing a passenger with disabilities priority seating by requesting passengers without disabilities to move from a seat of wheelchair securement location.
- Drivers must properly service all stop zones safely, aligning the vehicles parallel to the curb and in proximity to the curb for safe curbside service
- Notify the City of unsafe stop zones and operationally cancel all unsafe stop zones using temporary signage directing the public to the nearest active stop location on the route.
- In the event of a wheelchair pass by, the Contractor is required to send a vehicle to pick up the wheelchair passenger within thirty (30) minutes.

4.10.3.4 Progressive Discipline of Drivers Violating ADA Requirements

The Contractor, as a private entity and third-party contractor operating LADOT's service, is responsible for ensuring that drivers are complying with all ADA requirements enumerated in the RFP, contract (including all amendments), and the DOT ADA rules. The Contractor is required to administer progressive disciplinary actions against any driver who does not comply with the ADA requirements. In addition to the penalties imposed for ADA violations, LADOT reserves the right to impose additional penalties to the Contractor for failing to impose disciplinary actions against a driver violating ADA requirements.

4.10.4 Radio Communication

The Contractor shall not operate buses in revenue service without a functioning radio communication system or functioning hand-held radio system or a LADOT approved communication system in the vehicle. The Contractor shall at all times have operating hand-held radios, or other LADOT approved communication device, available for distribution to drivers whose vehicle communication system is inoperative. If a vehicle's communication system fails while the vehicle is in service, the driver shall notify the dispatcher by cell phone, landline, or another driver, and a hand-held radio or other LADOT approved communication device shall be dispatched to the driver without delay. See *Section 4.17.6 - Radio Communication System* for more requirements.

4.10.5 Engine Idling

The Contractor is not to idle the vehicles over five (5) minutes except for vehicles that need to keep their engines running to maintain air condition unit temperatures during the Summer Season.

4.10.6 Road Calls

The Contractor shall maintain the revenue service vehicles in a manner that eliminates or limits "Road Calls." The Contractor shall not have more than one road call per every 100,000 revenue service miles.

A "Road Call" shall be defined as when a mechanic or tow truck responds to a call for assistance for any reason. A "Road Call" is triggered the moment a mechanic leaves the yard or when a tow truck is sent

regardless of whether the broken bus went back to operations before the mechanic or tow truck arrived or regardless of whether the breakdown was due to a mechanical failure or not.

4.10.7 Maximum Response Time for Breakdowns or Accidents

The Contractor shall respond to vehicle breakdowns and accidents within thirty (30) minutes from the moment dispatch is informed. The maximum response time is calculated from the time a trouble call is received until the time a substitute vehicle arrives and shall not exceed thirty (30) minutes.

4.10.8 Driver Safe Operation of Vehicles

The Contractor shall ensure that project drivers operate the service vehicles in a safe manner at all times.

4.10.9 Heating and Air Conditioning Performance

The Contractor shall ensure all vehicles have operating heating and air conditioning units prior to start of revenue service each day.

4.10.10 Use of City Vehicles

The Contractor shall ensure that all City vehicles are used as specified by the City.

4.10.11 Submission of Reports

The Contractor shall submit, on-time, accurate, and fully completed, required and ad-hoc reports as specified by the City.

4.11 Contractor Reporting Requirements

The City requires that the Contractor provide an extensive amount of data reporting, which will serve as a database to monitor and evaluate the productivity of the service and the performance of the Contractor. The City's Management Information System (MIS) depends largely on Contractor self-reporting and enables the Contractor to evaluate its performance better.

Currently, the City uses a web-based management information system. The MIS application acts as a system consolidator or data warehouse focused exclusively on key transit agency information for display using business analytics. Data necessary for transit performance management and business analytics are consolidated in the MIS application. As LADOT contracts out its MIS, the Department may change MIS vendors during the term of this agreement as a new contract for Enhanced Transit Technology is executed. The Contractor that is awarded the North Region operations Agreement will need to work with the new MIS contractor or any contractor LADOT deems necessary.

Summary data may be imported from an existing system or entered directly into the MIS application at either the summary or transaction level. If the Contractor elects to import data directly from their existing software systems, the Contractor will be responsible for any, and all, programming or other costs for services necessary for the importation of data into the MIS application.

The success of the City's Contractor Performance Evaluation Program is dependent upon the timely and accurate reporting of essential operating and maintenance information by the Contractor. The Operations

Manager, in accordance with the established reporting schedule, will prepare data reports to be submitted promptly to the City.

The minimum hardware requirements are a late-model computer with at least 256 GB of Hard Disk Storage, Intel® Core™ i5 processor or equivalent, and 8 GB RAM. If multiple applications are running on the desktop simultaneously, additional RAM may be needed to ensure applications respond as needed. The ability to back-up software and data and a high-speed internet connection are also required.

Minimum software requirements are Microsoft Windows 10 or newer. The MIS website also may require the disabling of pop-up blockers for data entry and reporting. The Contractor shall be responsible for upgrades of the software and hardware to accommodate the requests of the City. All Contractor staff responsible for internal reporting must have a computer with High-Speed Internet access available.

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

The City owns all data pertaining to this RFP, the services operated, and all components of the system, including all data collected during the term of the contract. The City reserves the right to request data as needed and to share the data if necessary.

See *Exhibit 6 - Reporting Requirements* for reporting requirements and frequency. Proposers are to pay particular attention to *Exhibit 16 - FTA Annual Project Financial Reporting Forms* which include FTA's most recent changes to the accounting requirements in accordance with the current Uniform System of Accounts (USOA).

4.12 Records and Audits

The Contractor shall maintain records, in addition to the operational documentation and records for the services provided under this Agreement, for expenditures incurred directly or indirectly under this Agreement as it relates to the provisions of service, start-up costs, or purchase of capital equipment authorized under this Agreement. Documentation shall include, but not be limited to, timecards, driver/dispatch log sheets, vehicle maintenance records, invoices, and any other documents pertinent to the capital and/or start-up expenditures. A record of such expenditures by line item shall be maintained in a file and be made available for examination.

4.12.1 Maintenance of Records

Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by any subcontract. Such records shall be retained for five (5) years after the termination of this Agreement if all other pending matters are closed. "Pending matters" include but are not limited to an audit, litigation, or other action involving the records. At its discretion, the City may take possession and retain said records. In addition, all records in their original form pertaining to matters covered by this

Agreement shall always be retained within Los Angeles County unless authorization to remove them is granted in writing by the City.

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

4.12.1.1 Administrative Records

The Contractor shall maintain records for expenditures incurred directly or indirectly under this Agreement relating to the provisions of service, start-up costs, or purchase of capital equipment authorized under this Agreement. Documentation shall include, but not be limited to, timecards, driver/dispatch log sheets, vehicle maintenance records, invoices, and any other documents pertinent to the capital and/or start-up expenditures. A record of such expenditures by line item shall be maintained in a file and made available for examination.

In their original form, records shall be maintained per this Agreement's requirements and in support of service provision, start-up, capital expenditure, property records, quarterly, monthly, daily statistical, and/or FTA-NTD reports.

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

4.12.1.2 Property Records

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

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

A physical inventory shall be taken by the Contractor and reconciled with the record card annually or at other times, as the City shall prescribe.

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

4.12.1.3 Licensing, Warrantees, and User Agreements

The Contractor shall keep a current record of all software licenses and user Agreements for all software required for this project. These records are to include any annual costs for said licensing or user agreements, software name, software manufacturer, and a brief description of software functions.

The Contractor will maintain a record of all items under warranty. These records will include a description of the item under warranty (including any serial or model numbers), the effective dates of the warranty, any actions taken in relation to the warranty, any documentation necessary to maintain the warranty (sales receipt, warranty registration, etc.), and the contact information for the party servicing the warranty.

The Contractor shall turn over all records identified in this Section to the City at the end of the contracted term or upon written request by the City.

4.12.2 Accounting Practices

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

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

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

4.12.3 Validity of Financial Documentation Submissions

Financial reports must be prepared and submitted by the Contractor to the City and shall be accurate and correct. Should an inaccurate report be submitted to the City, the City may require the Contractor to secure the services of a licensed accounting firm. The Contractor will bear the costs of such accounting services unless expressly agreed to between the Contractor and the City in a written amendment.

4.12.4 Audit and Inspection of Records

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

It is agreed that examination of books, records, trip logs, driver timesheets and payroll records, reports, and accounts of the Contractor will be made in accordance with generally accepted auditing standards applicable in the circumstances and that, as such, said examinations do not require a detailed audit of all

transactions. Testing and sampling methods may be used to verify invoices and related reports submitted by the Contractor. Deficiencies ascertained by the use of such testing and sampling methods by applying the "percentage of error" obtained from such testing and sampling to the entire period under examination will be binding on the Contractor and, to that end, shall be admissible in court to prove any amounts due to the City from the Contractor; this shall not prevent the Contractor from producing all actual records and figures in court to rebut the sampling method. The City shall then conduct an audit of all records for the audit period. In the event any deficiency in the amount of five percent (5%) or greater of the compensation payable to the City hereunder is ascertained, the Contractor agrees to pay the City for the entire cost of the audit as well as any other deficiencies, payments, and performance penalties due under this or any other provision of this Contract within thirty (30) days of receipt of the City's billing.

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

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

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

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

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

If such audit finds that the City's dollar liability for such service is less than payments made by City or Contractor, the Contractor agrees that the difference shall be either:

- Repaid forthwith by the Contractor by cash payment or
- At LADOT's General Manager's option, deducted against any future payments to the Contractor. If such an audit finds that City's dollar liability for service is more than payments hereunder to the Contractor. In that case, the difference shall be paid to the Contractor by the City, provided that in no event shall the City's maximum obligations, as set forth in this Contract, be exceeded.

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

4.12.5 Records and Audits of Subcontracts

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

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

Subcontractor records shall be made available to the City for copying, auditing, and inspecting at any time during normal business hours.

4.13 Computer, Internet, and WiFi Technology

The selected Proposer must possess, acquire, and maintain the latest in computer technology and Internet connectivity from the time of contract start-up and throughout the term of the contract. The Contractor is responsible for the purchase, licensing, networking, installation, and programming of all computers, laptops, tablets, and any other communication equipment needed for the operation of the services as described in this RFP. The City requires extensive technology capabilities of computer hardware and software, high-speed Internet access, WiFi technology, 5G wireless technology (or better) and data service, etc. The Contractor must be able to, at a minimum, access/interface, enter, upload reports/data, monitor, summarize, generate reports or otherwise handle and interact with the City's various technology platforms. The Contractor must be able to provide and utilize the latest mobile technology (i.e., laptops, tablets, smart devices, cloud computing, etc.) with Internet connectivity, at 5G speed or better, for use by the field supervisors or Contractor field personnel to access the various platforms from any location.

The Contractor(s) are required to attend some meetings by way of the teleconference. The Contractor(s) are responsible for the purchase, installation, maintenance, and upkeep of the telecommunications devices. The Contractor(s) is required to set up a video conferencing room in the transit maintenance

facility. Each assigned vehicle operations and maintenance facility must have a video conferencing room. The Contractor(s) are responsible for any equipment, software, or internet service provider's costs associated with the video conferencing rooms. The Contractor must ensure that all equipment is working properly. The Contractor is responsible for any replacement or upgraded equipment that may be necessary to ensure a properly functioning video conferencing room.

4.14 Mobile Hotspots, Apple iPhones, and Laptop Requirements

- A. The Contractor shall provide four (4) 5G LTE or better mobile hotspots with connection service plans for the duration of the RFP for the North Region Services.
- B. The Contractor shall provide four (4) Apple iPhones for LADOT use. The Apple iPhone must be the latest version at the time the contract begins. The Contractor shall provide the wireless cell phone connection service with an unlimited data plan for each unit. Service connection shall be for the duration of the RFP. Due to constant upgrades of the Apple iPhone, the Contractor shall replace the units every two (2) years. If during the contract any of these iPhones are lost, stolen, or damaged, the Contractor shall be responsible for replacement. The replacement iPhones will be upgraded to the latest iPhone version available. The Contractor may be required to ensure the transfer of cell phone numbers from existing Contractor cell phones to one or more of these iPhones. The Contractor may be required to assist in cell phone number transfers at the end of the contract period. The Contractor(s) may be required to add International service to the iPhone service plans if requested by LADOT.
- C. The Contractor shall provide four (4) of the latest versions of MacBook Pro Laptop Computers, with a minimum of M3 Pro chip, 8GB unified memory, 1TB SSD, 11-core CPU with 5 performance cores and 6 efficiency cores, loaded with Microsoft 365, or the latest version of Microsoft software package equivalent (which the Contractor will pay the annual user fees for the duration of the contracted term) to the City within one month of the start of the contract term. The Contractor shall include the extended AppleCare+ for Mac warranty and technical support coverage on MacBook Pro Laptop Computers. The Contractor shall pay all licensing, software, fees associated with software to ensure the software is always operational during the contract period.
 - D. In the event that the City desires additional software, the Contractor will assist the City with the purchase and installation of the additional software, any licensing fees, and any warranties.

The Contractor shall be responsible for maintenance, repair, upkeep, and warranty of items listed above and shall be responsible for ensuring that the items are in good working condition at all times. The Contractor shall also provide all necessary equipment, accessories, or peripheral equipment to ensure that the units are operational and functional.

The Contractor shall provide the latest current technology available at the service start date. All items listed in this Section are to be provided by the Contractor by the beginning of the service contract. All iPhones, laptops, and mobile hotspot devices shall become the property of LADOT at the end of the contract period.

4.15 City-Owned Transit Maintenance Facility

The North Region Services will be operated out of the City-owned Sylmar Transit Maintenance Facility, located at 12776 Foothill Boulevard, Sylmar, California 91342 (Latitude 34.291296, Longitude - 118.414163). An aerial view of the facility is shown on the next page. This facility was constructed in 1984. The building is composed of concrete tilt-up panels with integral concrete columns and a wood-framed roof structure with a plywood deck and built-up roofing. Interstitial steel columns provide additional support to the roof deck. The site includes a bus washer, a Compressed Natural Gas (CNG) station, and a pre-engineered storage building. There are six double-depth service bays within the building, along with offices and welfare spaces for drivers and mechanics.

The facility is located on an approximately five-acre concrete and asphalt paved lot and consists of one building used for vehicle maintenance and administration on the southeast portion of the lot, one dry storage building, and two small electrical buildings, which are located on the central portion of the site. The site includes a bermed uncovered vehicle and a pressure wash area adjacent to the dry storage building. The main entrance to the North Facility on Foothill Boulevard has a guard shack but no electric arm to impede traffic.

Fleet vehicles are parked on the lot to the west of the maintenance building. A CNG fueling area, associated compressors, and other equipment are located in the far north corner of the site and are owned and operated by Clean Energy. A 1,200-gallon pressurized propane tank and fuel pump for LPG fueling are located toward the south-central portion of the site. The facility is currently equipped with a security system that uses thirty-four (34) cameras (that are installed throughout the facility), an Alhua PoE switch, and a network video recorder Model N82B5P.

Storage of all materials is indoors on pallets or under cover except for new oil and automatic transmission fluid (ATF) containers which are located just outside the maintenance area in double-walled steel containers. The new oil and ATF are plumbed via overhead piping to three (3) reels located in each of the six (6) maintenance bays. This eliminates the transfer operations for these new materials. There is no pressure sensor in the piping; however, the facility operates 24/7, and the Contractor's staff is required to have training on shut-off procedures for the compressor and any associated valves in case a leak in the line is observed.

Picture 2 – Sylmar Transit Maintenance Facility



Used oil is currently drained from the vehicles in the maintenance bays and pumped into the steel double-walled 480-gallon used oil container located inside the maintenance area using a submersible pump. The contractor will be expected to continue these practices.

The site is 100% paved and impervious to stormwater. Stormwater currently flows into two (2) storm drains located: one (1) at the southwest corner of the site and the one (1) located at the east property boundary behind the maintenance facility. Stormwater flows through a 10,000-gallon oil-water separator at the southwest property boundary and through an oil-water separator located in front of the maintenance facility. Stormwater then flows to the two (2) outfalls in the residential streets at the eastern and southwestern property boundaries.

The Contractor will follow a quarterly cleaning schedule for the clarifier and the oil-water separators. See Exhibit 7 – Sylmar Transit Maintenance Facility Site Layout and Attachment C - City-Owned Transit Maintenance Facility Standards & Requirements: Section 10 - Storm Water Pollution Prevention for the drainage patterns and stormwater collection outfalls and other related information for the facility.

4.15.1 Storm Water Pollution Prevention

The United States Environmental Protection Agency (U.S. EPA) published final regulations that established certification requirements for stormwater permits (40 Code of Federal Regulations (CFR) Parts 122, 123, and 124) in 1990. The regulations require specific categories of industrial facilities that discharge industrial stormwater directly to surface water or indirectly through municipal storm sewers to obtain a General Industrial Activities Storm Water Permit (IPG). On April 1, 2014, the National Pollutant Discharge Elimination System (NPDES) Order No. CASO00001 was adopted by the California State Water Resources

Control Board (SWRCB) and became effective on July 1, 2015. The Contractor must comply with the requirements in order to meet the provisions contained in Division 7 of the California Water Code (commencing with Section 13000) and regulations adopted thereunder, and the provisions of Section 402 of the Federal Clean Water Act, and regulations, and guidelines adopted thereunder.

The Industrial General Permit (IGP) authorizes discharge to the storm drain of stormwater and authorized discharges from facilities that are required to be covered by a stormwater permit. This facility is required to be covered by the stormwater permit because it is a transportation facility where vehicle maintenance such as fueling, washing, repairing, etc., is conducted on-site. The Contractor will be required to obtain an IGP for the Sylmar Transit Maintenance Facility.

The IGP requires a discharger to certify and submit all Permit Registration Documents (PRDs) needed for Notice of Intent (NOI), re-certification for existing discharges, and No Exposure Certification (NEC) coverage via the State Water Boards' Stormwater Multiple Application and Report Tracking System (SMARTS) website. All other documents required by this IGP are to be electronically certified and submitted via SMARTS and submitted by the discharger or a duly authorized representative on behalf of the discharger.

Additionally, the IGP requires a facility to eliminate unauthorized and illicit non-stormwater discharges, develop and implement a Storm Water Pollution Prevention Plan (SWPPP), and perform monitoring of stormwater discharges and authorized non-stormwater discharges. All facility operators must comply with the lawful requirements of municipalities, countries, drainage districts, and other local agencies regarding stormwater discharges and non-stormwater discharge entering the storm drain systems or other watercourses under their jurisdiction.

The two primary objectives of the SWPPP are 1) to identify and evaluate the sources of pollutants associated with industrial activities that may affect the quality of the stormwater discharges and authorized non-stormwater discharges from the facility, and 2) to identify and implement site-specific Best Management Practices to reduce or prevent pollutants associated with industrial activities in stormwater discharges and authorized non-stormwater discharges.

Stormwater discharges and authorized non-stormwater discharges regulated by this General Permit shall not contain a hazardous substance equal to or in excess of a reportable quantity listed in 40 CFR Part 117 and/or 40 CFR Part 302. They cannot adversely impact human health or the environment or cause or contribute to an exceedance of any applicable water quality standards contained in a State or Regional Board Basin Plan.

All discharges of stormwater to waters of the United States are prohibited except as specifically authorized by the IGP. Except for authorized non-stormwater discharges (NSWD), discharges of liquids or materials other than stormwater, either directly or indirectly, to the water of the United States are prohibited unless

authorized by another separate NPDES permit. Unauthorized NSWDs must be either eliminated or authorized by a separate NPDES permit.

The IGP also prohibits the following discharges:

- Discharges that violate any discharge prohibitions contained in applicable Regional Water Board Water Quality Control Plans (Basin Plans) or statewide water quality control plans and policies.
- Industrial stormwater discharges and authorized NSWDs that contain pollutants that cause or threaten to cause pollution, contamination, or nuisance as defined in Section 13050 of the Water Code.
- Discharges to ASBS are prohibited in accordance with the California Ocean Plan unless granted an
 exception by the State Water Board and in compliance with the Special Protections contained in
 Resolution 2012-0012.
- Industrial stormwater discharges and NSWDs authorized by this General Permit that contain hazardous substances equal to or in excess of a reportable quantity listed in 40 CFR Sections 110.6, 117.21, or 302.6.

Elimination of NSWDs is a major element of the SWPPP. Non-stormwater discharges include a wide variety of sources, including non-permitted connections to the storm drain system, improper dumping, spills, leaks, or leakage from storage tanks, vehicle wash areas, or transfer areas.

The Contractor will develop, implement, and revise as necessary a SWPPP for the Sylmar Transit Maintenance Facility Site. The SWPPP must be consistent with any applicable municipal, state, and federal requirements that pertain to the requirements of the IGP.

The Contractor will submit both the IGP, a copy of the signed State Water Resources Control Board Notice of Intent General Permit to Discharge Storm Water associated with Industrial Activity form, and the SWPPP to the City's Transit Development Division Head within two months of the start date of the contract term. The Contractor shall submit any revisions of these documents at the time the documents are submitted to the City.

The Contractor is to note that the Sylmar site's receiving water is the Pacoima Wash and is in the RWQCB Jurisdiction Region 4-Los Angeles.

4.15.2 Anticipated Facility Electrification Upgrade

LADOT has secured FY2025 Section 5307 15% Capital Discretionary funding for the installation of thirty (30) new 150kW direct current (DC) electric bus chargers with sixty (60) dispensers at the Sylmar Transit Maintenance Facility for the operation of DASH and Commuter Express buses in the San Fernando Valley service area. This site upgrade will support the launch of the DASH Pacoima route.

LADOT has an Memorandum of Understanding (MOU) with Los Angeles Department of Water and Power (LADWP) for ongoing electrification work at LADOT's transit maintenance facilities. LADOT is in the process of collaborating with the City of Los Angeles Bureau of Engineering on project design and construction management for this project. Final engineering designs are pending. Environmental review is estimated to begin in late 2025.

As a result of this pending construction, Proposers are to include the costs of leasing an additional secured parking area for vehicle storage during the construction phase for the City-owned transit fleet vehicles and employee parking that may be unavailable during installation of the electric bus charging stations. Any additional leased parking area must be fenced in and the Contractor shall supply 24-7 Security for the site. At least two Security Guards must be on site at all times.

In the event that the construction causes the need for the Contractor to park the fleet vehicles at another location the City has included Line Item 54 - Additional Secured Parking Area and Security Costs in the Proposal Forms C-11 - North Region Cost Components and C-12 - North Region Cost Component Details. The Contractor will be responsible for providing fencing and 24-hour security at the parking site. Proposers are instructed to include associated costs for temporary parking of fleet vehicles including the fencing and 24-hour security costs in Line 55 - Additional Secured Parking Area and Security Costs in the Proposal Forms C-11 - North Region Cost Components and C-12 - North Region Cost Component Details.

In the event that the proposed additional secured parking area is not able to accommodate both the City-owned fleet vehicles and the employee vehicles the City has included Line Item 58 - Additional Employee Parking in Forms C-11 - North Region Cost Components and C-12 - North Region Cost Components Details. If an additional employee parking area is proposed, the parking area shall be fenced and the Contractor shall provide security for the site.

4.15.3 Facility Agreed Use

The Contractor shall use the Facility solely for the purposes of operating service and maintaining vehicles and equipment as outlined in this RFP, and resulting Agreement(s). The Contractor's right to use the Facility may not be transferred or assigned. The Contractor shall be deemed to have a revocable license to use the Facility during the term of the Agreement(s). This right shall not be construed as creating a lease (express or implied) or as giving rise to any of the legal rights or interests associated with a leasehold interest in the property.

The Contractor shall use and occupy the City Transit Yard(s) (hereinafter referred to as the "Facility") only for the agreed use and for no other purpose. The Contractor shall not use or permit the use of the Facility in a manner that is unlawful, creates damage, waste, or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than a guide, signal, and seeing-eye dogs, the Contractor shall not keep or allow in the Facility any pets, animals, birds, fish, or reptiles. Contractor shall not unreasonably withhold or delay its consent to any written request for a modification of the agreed use, so long as the same will not impair the structural integrity of the improvements on the Facility or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Facility. If

the Contractor elects to withhold consent, the Contractor shall give written notification, within seven (7) days after such request, which shall include an explanation of the Contractor's objections to the change in the agreed use. The City shall consider these concerns in determining whether to proceed with and use changes.

The Contractor shall be responsible for the upkeep and maintenance of all City-owned equipment and furnishings supplied or purchased with funds received from this project. This includes all Facility structures, Facility grounds, Maintenance equipment, Maintenance Facility Furnishings, Out-structures, Administration furnishings, or any other structure, equipment, or furnishings supplied to the contract, including those items the Contractor is required to purchase as stated in this RFP, or as indicated by the City, in writing, during the performance of this contract.

4.15.4 Facility Move-In Condition

LADOT shall deliver the Facility to the Contractor(s) broom clean and free of debris on the start date of the contract term. LADOT warrants that the existing electrical, plumbing, fire sprinklers, lighting, heating, ventilating and air conditioning systems (HVAC), loading doors, sump pumps, if any, and all other such elements in the Facility, other than those constructed by the Contractor, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of any buildings on the Facility shall be free of material defects, and that the Facility does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law.

4.15.5 Facility Administration Building Furnishing Requirements

The Sylmar Transit Maintenance Facility is not fully furnished with the required administrative office furnishings at this time.

The Contractor is responsible for the purchase of all building furnishings including, but not limited to, office furniture, office computers, office supplies, conference room furniture, coin counters, vehicle operator recovery room furnishings: tables, chairs, refrigerator(s), coffee maker(s), microwave(s), etc. The City included Line Item 52 - Facility Capital Costs on the Proposal Forms C-11 - North Region Cost Components and C-12 - North Region Cost Component Details for the costs associated with these purchases.

If the Contractor purchases a vending machine(s), the vending machine(s) will remain the property of the City. If the Contractor is stocking the machine, the Contractor will retain the proceeds generated by the vending machine, and the City is not to be billed for the items stocked in the vending machine(s). At no time does the City agree to provide funding for items in a vending machine(s).

All furnishing and equipment purchased with funds from this project are considered City property and will be retained by the City at the end of the contract term. The Contractor will inform the City's assigned Project Manager once all facility administration building furnishing has been purchased so that the City can send staff to inventory the furnishing, enter the items into the City's Transit Assist Management

System, and place City identification tags on those items purchased in accordance with this provision of the RFP.

The Contractor will not replace or remove any City-owned furnishing, property, or equipment without prior written permission from the City's Head of Transit Facilities. Any funds received from the sale of City-owned equipment will be returned to the City or deducted from the Contractor's invoice.

The Contractor shall submit an inventory of all items purchased to the LADOT PM.

4.15.6 Facility Maintenance Building Furnishing Requirements

The Contractor must assure that any electronic and/or mechanical diagnostic and repair equipment required or recommended by the OEM bus builder or component manufacturer are provided to service the vehicles subject to this contract. This equipment will remain the City's property during and after the contract period. The Contractor must maintain an inventory of all equipment. The City's Risk Manager, LADOT Asset Manager, and LADOT Project Manager shall have access to this inventory and will periodically take inventory of said equipment. All warranties and instruction manuals/training materials will be the property of the City and will remain at the Maintenance Facility.

The Contractor will purchase all furnishing necessary for the operation of the Facility Maintenance Building. These costs are to be included in the Start-up costs. All furnishing and equipment purchased with funds from this project are considered City property and will be retained by the City at the end of the contract term. The Contractor will inform the City's assigned Project Manager once all facility maintenance building furnishing has been purchased so that the City can send staff to inventory the furnishing, enter the items into the City's Transit Assist Management System, and place City identification tags on those items purchased in accordance with this provision of the RFP. The Contractor will not replace or remove any tagged furnishing without prior written permission from the City's Head of Transit Facilities. Any funds received from the sales of City-owned equipment will be returned to the City or deducted from the Contractor's invoice.

4.15.7 Facility Maintenance; Repairs; Trade Fixtures, and Alterations

4.15.7.1 Contractor's Obligations

The Contractor shall keep the Facility, Utility Installations, and Alterations in good working order, condition and repair (whether or not the portion of the Facility requiring repairs, or the means of repairing the same, are reasonably or readily accessible to the Contractor, and whether or not the need for such repairs occurs as a result of Contractor's use, any prior use, the elements or the age of such portion of the Facility). The Contractor will maintain all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, security system, security cameras, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks, and parkways located in, on, or adjacent to the facility.

The term "Utility Installations" includes, but is not limited to, all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, light fixtures, HVAC equipment, plumbing, and fencing in or on the facility. The term "Trade Fixtures" shall mean the Contractor's machinery and equipment that can be removed without doing material damage to the Facility. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion.

The Contractor shall exercise and perform good maintenance practices, specifically including restorations, replacements, or renewals when necessary to keep the facility and all improvements thereon or a part thereof in good order, condition, and state of repair. Contractor shall, during the term of the contract, keep the exterior appearance of all buildings and structures in a first-class condition (including, e.g., graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of buildings and structures.

At its sole cost and expense, the Contractor shall repair and maintain in good condition and replace (as necessary) the equipment used in the facility. See *Attachment C – City-Owned Transit Maintenance Facility Standards & Requirements* for additional requirements. The Contractor shall maintain all equipment in accordance with the manufacturer's preventable maintenance program. Any replacements made by Contractor must be of like size, kind, and quality to the items replaced, as such items existed when originally installed, and shall be subject to LADOT's approval. Replacement equipment and materials shall be from the OEM or better or equal in quality and service. LADOT reserves the right to reject the use of any after-market product that LADOT finds is not equal or better in quality or service to the OEM product.

The Contractor shall procure and maintain subcontracts with Contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the facility: (a) HVAC equipment, (b) boiler, and pressure vessels, (c) fire extinguishing systems, including fire alarm and/or smoke detection, (d) landscaping and irrigation systems, (e) roof covering and drains, and (f) clarifiers. However, LADOT reserves the right, upon notice to the Contractor(s), to procure and maintain any or all of such service contracts, and the Contractor shall reimburse LADOT the cost thereof.

In the event that it is necessary to make a significant replacement of capital equipment in the facility after the period of warranty coverage of that equipment has expired, or necessary to make significant repairs to the facility, the Contractor is to immediately contact LADOT. The Contractor shall get, at a minimum, three bids for the repairs or replacement of the equipment. The Contractor shall get, at a minimum, three bids for any facility repairs, remodeling, or construction. After review by the City, LADOT may, in its discretion, participate in such cost if LADOT determines that (a) the Contractor complied with the applicable manufacturer's preventative maintenance schedule; (b) the need for such replacement or repair was not due to any act or omission of the Contractor; and (c) the City determines the costs for such repairs or replacement exceeds a threshold that could have been reasonably predicted by the Contractor at the time of the submission of the proposal; (d) the replacement or repair costs exceed \$100,000; and

(e) the City determines that a replacement or repair is necessary, the City would pay for the full costs of the replacement or repair.

The City has the final say on whether an item is repaired or replaced. The City will review the recommendations submitted by the Contractor and base their decision on the City's long-term goals and cost-efficiency. The Contractor shall not make any structural modifications to the facility without LADOT's prior written approval.

4.15.7.2 Anticipated Sylmar Transit Maintenance Facility Repairs

The City has included additional funds on the Proposal Form C-11 - North Region Cost Components on Line 49 - As Needed Facility Costs for the costs associated with the replacement of the replacement tire machine used for the DASH and Commuter Express vehicles; and the repair/replacement of the heat shields in all six (6) bays. The Contractor is to submit, at a minimum, three bids for these repairs to LADOT immediately after contract award. These repairs will commence after a contract has been signed and executed and LADOT provides the Contractor with a notice to proceed on each of the repair items.

LADOT also is reviewing options for protecting the newly purchased air compressor from the elements. Once LADOT determines the protection plan for the air compressor, LADOT will inform the Contractor and at that time the Contractor is to submit, at a minimum, three bids for the costs of implementing and completing LADOT's protection plan. The costs associated with the protection plan will be paid using the funds included on Line 49 - As Needed Facility Costs of Proposal Form C-11 - North Region Cost Components.

The City may require additional repairs to the facility. However, the Contractor will be responsible for the day-to-day repairs of the facility and shall include a cost in Line 53- Facility Maintenance Costs of the Proposal Forms C-11 - North Region Cost Components and C-12 - North Region Cost Component Details for these repairs. The City will compensate the Contractor up to the amount listed in Line 53- Facility Maintenance Costs of the Proposal Forms C-11 - North Region Cost Components and C-12 - North Region Cost Component Details for all Contractor performed facility repairs that are approved by the City.

4.15.7.3 LADOT's Obligations

The City intends that the City has no obligation to repair and maintain the City-owned facility of the equipment therein, all of which obligations are intended to be that of the Contractor(s). Except for the following:

- a) Major structure failures
- b) Damage caused by natural disasters
- c) Reroofing
- d) Foundation damage
- e) Environmental issues not caused by the Contractor or Subcontractors
- f) Procurement, design, and installation of the permanent charging stations
- g) New building construction
- h) New site construction

i) Any asphalt or paving, restriping costs directly associated with the items listed above as they appear in this Section.

The City included funds on Line 49 - As Needed Facility Costs in the Proposal Form C-11 - North Region Cost Components to be used for Facility repairs, installations, and upgrades that the City deems necessary. These funds are separate and not intended to be used for Contractor obligated repairs as indicated in *Section 4.15.7.1 – Contractor's Obligations*.

4.15.8 Facility Equipment Upgrades and Improvements

The Contractor shall keep the facility equipped with all necessary upgrades/improvements to safely fuel, operate, and maintain propane-powered (unless the facility assigned fleet does not include propane-powered vehicles), gasoline, CNG, and electric vehicles. The Contractor shall fully equip the maintenance area with all equipment required to maintain all vehicles in accordance with the specifications and the manufacturer's warranty and maintenance programs. The maintenance area will include, but not be limited to, parking lot, garage floor, work benches, an oil drain area, parts room, restroom/washroom, shop tools, etc. The maintenance area shall be kept clean and safe at all times throughout the term of the contract. The Contractor will be responsible for obtaining and complying with all required building, occupancy, or other governmental permits and must abide by OSHA safety standards.

4.15.9 Transit Maintenance Facility Assets

The City will provide the Contractor with the equipment listed in the following table for use in the North Region services during the term of the contract.

Table 17 - Sylmar Transit Maintenance Facility - Shop Assets

Quantity	Туре	Make/Model
4 - sets of four	Lifts	Stertil - Koni
1	Air Compressor	Champion
2	Tire Machine	Coats
1	Pressure Washer	Landa
2	Parts Washer	Landa
2	Welders	Firepower / Hobart
1	15 Gallon Antifreeze Handler	AH15 - Gray
1	Spin-on Oil Filter Crusher -	QP-160 - Gray
1	Heavy Duty Electrical Charger	AMR BVA2100KP
1	6/12/24 Volt Charger	Associated 6006
1	Brake Machine	Coats
1	Brake Machine	Ammco
1	Parts Washer	Fountain

Quantity	Туре	Make/Model
102	Push-to-Talk Phones	Verizon

4.16 Park-and-Rides

The Contractor is responsible for providing security for the Granada Hills Park and Ride, and the Encino Park and Ride locations.

4.16.1 Granada Hills Park and Ride

The Granada Hills (Caltrans) Park & Ride, pictured below, is located at 15550 Chatsworth Street, Mission Hills, California 91345. The Granada Hills Park and Ride has parking for 117 passenger vehicles. The Contractor will provide the Granada Hills Park & Ride Attendant(s) for the lot.

The Contractor will provide full-time uniformed Security Guards from 5:00 a.m. until 7:30 p.m., Monday through Friday, except on the City's six authorized transit service holidays (see *Section 4.4*). The Security Guards will direct and/or valet park cars into the City's operated Park & Ride lot. Security Guards will provide uniformed security while stationed at the Granada Hills Park & Ride. All Security Guards are to be equipped with a radio or cellular telephone to report incidents and for use in case of emergencies.

Picture 3 - Granada Hills Park and Ride



The Contractor will provide a shaded area with seating for use by the uniformed Security Guards. The Contractor will be responsible for providing the uniformed Security Guards with restroom breaks, required break periods, and lunch breaks.

4.16.2 Encino Park and Ride

The Encino Park & Ride, pictured on the following page, is located at 5174 Hayvenhurst Avenue, Encino, California 91436. The Contractor will provide the Encino Park & Ride Attendant(s) for the lot. The Encino

Park and Ride is approximately 1.4 acres and has parking for 158 passenger vehicles and has twelve (12) LADOT sponsored bike lockers. This facility is used by Commuter Express riders only.





The Contractor will provide full-time uniformed Security Guards from 5:50 a.m. until 8:00 p.m., Monday through Friday, except on the City's six authorized transit service holidays (see *Section 4.4*). The Security Guards will direct and/or valet park cars into the City's operated Park & Ride lot. Security Guards will provide uniformed security while stationed at the Encino Park & Ride. All Security Guards are to be equipped with a radio or cellular telephone to report incidents and for use in case of emergencies.

The Contractor will provide a shaded area with seating for use by the uniformed Security Guards. The Contractor will be responsible for providing the uniformed Security Guards with restroom breaks, required break periods, and lunch breaks.

4.16.3 Community Christian Alliance Church Park and Ride

The Community Christian Alliance Church (CCAC) Park and Ride, formerly Saint Stephens Lutheran Church Park and Ride, is located at 15950 Chatsworth Street, Granada Hills, California 91344 and pictured on the following page. The City leases the parking lot at this location for use Monday through Friday to be used as a public Park and Ride. The Contractor is responsible for reporting incidents that occur at this location that are brought to their attention if related to either the Commuter Express Service or the Park and Ride location. The Contractor does not provide clean-up or security services at this location.

Picture 5 - CCAC Park and Ride



4.17 **Transit Fleet Vehicles**

LADOT will provide the Contractor with transit fleet vehicles for use in revenue service hours for this Project. The Contractor will ensure that all revenue vehicles are stored in a guarded, fenced, and well-lit secure area when not in revenue service. The Awarded Contractor shall not use service vehicles on any other service that specified in this RFP and the resulting Agreement without specific written authority from LADOT.

The Contractor will be responsible for maintenance of all service vehicles and must ensure that all vehicle warranty work is performed in accordance with the warranty conditions, if applicable. Proposers intending to use an Original Equipment Manufacturer (OEM) vendor to manage the spare parts inventory must include it in their proposals. The Contractor will maintain all in-service and spare vehicles provided as part of this project. The Contractor will be responsible for any costs associated with the removal, installation, and purchase of any Contractor supplied equipment/systems installed on the City-owned fleet vehicles.

The Contractor shall keep records of the mechanic's labor hours, parts, fluids, lubricants, and other costs associated with maintaining the vehicles according to the specific vehicle and service (North Community DASH, North Commuter Express, Cityride Dial-a-Ride Paratransit, or LAnow Zone 1) the vehicle is assigned whenever possible. Proposers are to read *Exhibit 16 - FTA Annual Project Financial Reporting Forms*, paying particular attention to Report 4 - Labor Calculations by Function - Vehicle Maintenance and Report 8 - Vehicle Maintenance Function Costs which must be completed for each service provided (North Commuter Express, North Community DASH, Cityride Dial-a-Ride Paratransit Area 1, and LAnow Zone 1).

Proposers should budget for any additional staff needed for changes in fleet makeup, specifically the adding of electric vehicles which may increase the size of the assigned transit fleet without increasing the revenue hours, as the electric buses likely will not be a 1:1 replacement of older CNG fleet vehicles. LADOT has included scaling for Line Item 61 - Increase in Number of Assigned Revenue Service Fleet Vehicles in the Proposal Forms C-11 - North Region Cost Components and C-12 - North Region Cost Component Details

4.17.1 Transit Service Vehicles

Although LADOT strives to provide services with new fleet vehicles to replace those fleet vehicles that have reached the end of their manufacturer recommended useful life, it is not always possible. In the event that LADOT is unable to procure new vehicles to replace the fleet vehicles reaching their end of useful life, the Contractor is required to maintain the older fleet vehicles until such a time that LADOT can replace them.

The City will inform the Contractor at the time the replacement vehicles are procured and the anticipated delivery date(s). The City anticipates replacing most of the gasoline and CNG vehicles with electric battery vehicles during the contract term.

The Contractor will be responsible for any costs associated with the removal, installation, and purchase of any Contractor supplied equipment/systems installed on the City-owned fleet vehicles.

LADOT vehicles are equipped with the Mobile Eye Shield Plus system. The Contractor is responsible for the costs associated with procuring, installing, and maintaining the Driver Cams. If the Contractor uses radios as the communication system for the services, the Contractor will be responsible for the costs associated with procurement, installation, and maintenance of the radios.

LADOT did not purchase a spare parts vehicle package for the electric vehicles. The Contractor will be responsible for providing the spare parts for all fleet vehicles. Proposers intending to use an Original Equipment Manufacturer (OEM) vendor to manage the spare parts inventory must include it in their proposals.

The North Region Fleet comprises one hundred thirty-five (135) vehicles (68 Commuter Express buses, 41 DASH buses, 18 Cityride DAR buses, and 8 LAnow Zone 1 buses). Table 18 - North Region Commuter Express Fleet Vehicles lists the revenue vehicle types assigned to the North Region Commuter Express services. Table 19 - North Region Community DASH Fleet Vehicles list the revenue vehicle types assigned to the North Region Community DASH services. Table 20 - North Region Cityride DAR Fleet Vehicles list the revenue vehicle types assigned to the North Region Cityride services. Table 21 - North Region LAnow Zone 1 Fleet Vehicles list the revenue vehicle types assigned to the Palms, Mar Vista, Venice, and Del Ray Region LAnow service.

For a more detailed description of the assigned Fleet Vehicles refer to *Exhibit 8 - North Region Transit Fleet Description*. Proposers are to note that LADOT reserves the right to transfer, replace, and expand the number of vehicles assigned to this Project as deemed necessary by LADOT. Proposers are to note that if the Transit Fleet assigned increases the additional transit vehicles will be electric vehicles.

Table 18 - North Region Commuter Express Fleet Vehicles

Year	Make	Model	Length	Fuel Type	Quantity
2011	MCI	D4000	40'	CNG	1
2012	MCI	D4000	40'	CNG	61
2016	MCI	D4000	45'	CNG	4
2017	MCI	D4500	45'	CNG	2
				Total Vehicles	68

Table 19 - North Region Community DASH Fleet Vehicles

Year	Make	Model	Length	Fuel Type	Quantity
2012	El Dorado	E-Z Rider II	32'	CNG	8
2012	El Dorado	Axess	35'	CNG	8
2013	El Dorado	E-Z Rider II	32'	CNG	4
2013	El Dorado	Axess	35'	CNG	2
2015	Gillig	BRT	29'	CNG	7
2022	BYD	K7M	30'	Electric	12
				Total Vehicles	41

Table 20 - North Region Cityride DAR Fleet Vehicles

Year	Make	Model	Length	Fuel Type	Quantity
2010	El Dorado	Aerotech 220	22'	Gasoline	4
2011	El Dorado	Aerotech 220	22'	Gasoline	1
2018	Ford	E450 StarTrans	24'	CNG	2
2019	Ford	E450 StarTrans	24'	CNG	11
				Total Vehicles	18

Table 21 - North Region LAnow Zone 1 Fleet Vehicles

Year	Make	Model	Length	Fuel Type	Quantity
2018	Ford	E450 StarTrans	24'	CNG	8
				Total Vehicles	8

4.17.2 Maintenance of Service Vehicles

The Contractor shall be responsible for implementing a comprehensive vehicle maintenance program, as approved by LADOT, that is in compliance with the requirements of this RFP. LADOT reserves the right to require additional maintenance standards at its discretion. Vehicle Maintenance Standards are in Attachment D - City-Owned Fleet Vehicle Maintenance Standards & Requirements.

The Contractor shall develop a standardized maintenance procedure for each type of vehicle assigned to this Project. The Contractor will follow the Manufacturer recommended preventive maintenance procedures. The Contractor shall work closely with the manufacturer(s) regarding any warranty issues.

In response to this RFP, Proposers shall outline in detail a complete and comprehensive preventative maintenance and safety inspection program.

The maintenance program submitted by Proposers for the City-issued vehicles shall meet or exceed the manufacturer's recommended or specified guidelines, including all "add-on" equipment installed by a second-stage manufacturer. When two service categories are provided by the manufacturer, such as "normal service" and "severe service," the severe service category guidelines will be used in establishing the Preventive Maintenance Inspection (PMI) program by the Contractor. The Contractor will be responsible for the purchase of any diagnostic equipment and software required. Proposers are instructed to include any diagnostic equipment and software costs in Line 59- Start-up Costs in the Proposal Forms C-11 - North Region Cost Components and C-12 - North Region Cost Component Details. In addition, all maintenance work shall conform, but not be limited, to the requirements of the California Code of Regulations, Title 13, Division 2, Chapter 6.5, Article 6, §1232, and Title 49 of the Code of Federal Regulations. Where a conflict exists between Federal, State, local, or the manufacturer's recommended or specified guidelines, the Contractor shall apply the more stringent requirement.

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

maintain stores of and provide fuel, lubricants, repairs, parts, decals, and supplies required for the maintenance and operation of all buses used in providing the contract services.

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

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

The Contractor shall be required to maintain a consistent and ample inventory of parts that are commonly used in maintenance service and/or repairs. Parts such as clamps, lights, hoses, and belts of all varieties of sizes, and other highly used parts shall be readily available at the Contractor's transit maintenance facility. The Contractor shall not delay the repair of a vehicle because of a lack of parts.

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

LADOT Fleet Maintenance Manuals, Training Manuals, and Service Manuals are available by vehicle manufacturer and vehicle make at <u>LADOT Transit Fleet Manuals Shared Drive</u> for Contractor use. LADOT will from time to time add more manuals/publications from the vehicle manufacturer(s) upon receipt.

4.17.3 Non-Service/Non-Revenue Vehicles

Proposers are required to provide a sufficient number and types of non-service/non-revenue vehicles. Proposer vehicles include but are not limited to field supervisor vehicles, Contractor employee vans, ADA-equipped vans, bus maintenance mechanic trucks, etc.

LADOT is requiring the Contractor to lease the non-service/non-revenue vehicles for the term of the contract. Non-service/non-revenue vehicles should be of the latest model 2023 model year or newer, and the Contractor must keep the vehicles well maintained during the term of the contract. Proposers are required to list in the proposal the model, year, quantity, and type. LADOT reserves the right to do an ongoing inspection of non-service/non-revenue vehicles, including their preventive maintenance records and lease agreements. The Contractor shall fuel all non-service/non-revenue vehicles, and the fuel cost shall be part of the hourly revenue rate.

LADOT does not require the road supervisor vehicles to be ADA-equipped; the Contractor may wish to equip the vehicle with a ramp and wheelchair tie-downs in the event of a wheelchair pass by and the

imposed thirty (30) minute ADA rule. Each Proposer will determine if this is necessary according to their proposed operation plan.

4.17.4 Contractor Leased Vehicles Requirements

If the City requires the Contractor to lease transit vehicles for use on this project for any special short-term projects similar to those services outlined in this RFP, the City will inform the Contractor in writing as to the type and quantity of the transit vehicles to be leased. The Contractors' operational costs of the leased vehicles will be reimbursed at the agreed-upon hourly rates as indicated in the original service contract. The vehicle leasing costs will be invoiced under a separate line which will be included in the monthly invoice and be deducted from the additional services line-item costs. The City has included Line Item 51- Vehicle Leasing Costs in the Proposal Forms C-11 - North Region Cost Components and C-12 - North Region Cost Component Details for Contractor leased vehicles costs.

In the event the City determines the use of leased vehicles is no longer necessary, the City will not reimburse the Contractor for the remaining term of the lease. The Contractor is encouraged to seek no longer than one-year leases. If the service is eliminated, the City will consider allowing the Contractor to use the leased vehicles on other LADOT services.

4.17.5 Vehicle Fueling/Charging Plan

The City-owned vehicles to be provided for operation by the Contractor as part of the scope of work of this RFP are listed in *Exhibit 8 - North Region Transit Fleet Description*. Proposers are to note that the City will be replacing the older model year CNG buses that have reached their end of life service cycle with electric vehicles as funding and availability constraints allow.

The City will reimburse the Contractor for actual fuel (CNG or electrical) costs incurred for all revenue service vehicles. Electricity costs associated with the fueling process will be indicated separately (from electricity used for maintenance, the building, etc.) and will be included with the monthly fuel costs.

The Contractor shall ensure that Commuter Express, Community DASH, Cityride DAR and LAnow revenue vehicles fueling costs are recorded separately by vehicle number and gallon equivalents used.

The fuel used on the City-owned fleet vehicles is a straight pass-through cost. The Contractor will need to present receipts/bills (subject to review) for the fuel to be reimbursed by the City. However, Proposers will need to account for fuel used for their non-revenue fleet vehicles and include that cost in the Proposal Forms C-11 - North Region Cost Components and C-12 - North Region Cost Component Details in Line Item 55 -Non-Revenue Service Vehicles Fuel/Charging Costs.

Proposers are to note while the actual electricity costs associated with charging revenue vehicles are a pass-through cost to LADOT, the vehicle charging associated costs which would include the vehicle operators' wages incurred while the vehicle operator is transporting the revenue vehicle to the nearest City-owned charging station and time spent waiting at the charging station for the vehicle to be charged is not.

As a part of the vehicle-fueling/charging plan, the Contractor will utilize separate fuel cards for each transit vehicle (the fuel card is to be used only for the assigned vehicle), Contractor shall accurately document daily fuel usage by vehicle and mileage with a monthly per vehicle and fleet total. The form shall include a column with formula calculations to depict monthly miles per unit of fuel by vehicle and by the fleet. The Contractor shall submit the fuel usage and mileage details to the City within the monthly report, on a spreadsheet form approved by the City, or electronically through a web-enabled database. See *Exhibit 6 - Reporting Requirements* for further reporting requirements.

LADOT will be installing two e-Boost mobile trailers at the Sylmar Yard. The mobile trailer is an off-grid EV charging solution. Each mobile trailer will include nine on-board 100 gallon propane tanks, a 240kW propane-powered generator, a charging power cabinet and six DCFC 50kW Heliox portable chargers mounted on small metal skids on wheels with an extra spare charger. A total of six (6) buses can be charged for each mobile trailer, allowing for up to twelve buses to be charged.

Proposers should note that LADOT will not consider on-route charging under any circumstances.

4.17.6 Radio Communication System

The Contractor shall provide and install a radio communications system that will allow for timely and efficient communication, dispatching, coordinating, and responding to necessary service calls. Each revenue service vehicle, as well as each administrative vehicle, shall have a receiver/transmitter installed and operational. The Contractor will provide handheld mobile units for all street supervisors, vehicles with temporarily inoperative radios, and other personnel as needed. The Contractor shall provide LADOT project managers and maintenance support staff with a minimum of four (4) handheld radios to enable LADOT to monitor the Contractor's radio transmissions.

The Contractor must use the same radio systems in the service area to ensure effective communication between all staff and drivers. LADOT has no preference between hard-wired radios or push-to-talk phones for the radio communication system and leaves the choice up to the Proposers. LADOT will not provide the radio system for the North Region Services. LADOT will provide one hundred two (102) Verizon push-to-talk phones in the North Regions Services. Proposers are to note that the City may consider adding new communication technology.

Proposers submitting proposals should include costs for the radio communications system to replace the push-to-talk phones or the costs for the Verizon push-to-talk phones including the additional Verizon push-to-talk phones needed for the service.

The Contractor is responsible for all costs associated with the radio or push-to-talk phones communication system, including any licensing, training, installation, airtime, etc. Proposers are to include these costs and the radio frequency charges for the Service Region.

4.17.7 Cityride DAR Tablets

The City will transfer a total of twenty (20) Samsung Galaxy A7 Lite Tablets that will be provided to the Contractor for use on the Cityride DAR vehicles. The tablets are installed using brackets to safely and securely hold the tablets during service. The tablets will allow operators to utilize driver routing software via a Driver's Application. The tablets will also provide the ability to read Cityride Cards and interact with the Cityride Fare Payment System.

In the event that the Contractor supplied Cityride RSDS or Cityride Drivers application is incompatible with the City supplied Cityride DAR tablets, the Contractor shall be responsible for the purchase of replacement tablets (a minimum of twenty (20) tablets) and any replacement brackets necessary to safely and securely hold the tablets during service. If the Contractor replaces any tablets, the old tablet shall be returned to the City assigned LADOT Project Manager for disposition. Proposers are instructed to include any costs associated with the replacement of the Cityride DAR tablets and associated brackets, warrantees, and installation costs in Line 30 - Other Costs on Proposal Forms C-11 - North Region Cost Components and C-12 - North Region Cost Component Details.

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

The tablets shall provide the ability to read Cityride Cards and interact with the Cityride Fare Payment System. The Cityride Cards currently have Quick Response Codes (hereinafter known as "QR") technology. The City may also upgrade the cards to include EMV Chip technology at a later date. The Contractor shall be responsible for providing any additional hardware and software required to allow the tablets to read and interact with Cityride Cards and the Cityride Fare Payment System. The Contractor will be responsible for installing safety and security applications to ensure that only City authorized applications are installed in the Cityride Card Readers.

Any tablets and brackets or alternative devices purchased to fulfill this requirement of the RFP shall be considered property of the City and shall be returned to the City upon termination or expiration of the Agreement. Any related warranties or licensing still active at the time of termination or expiration of the Agreement shall be transferred according to the City's instructions.

4.17.8 LAnow Tablets

The City will transfer a total of ten (10) Tablets that will be provided to the Contractor for use on the LAnow Zone 1 vehicles. The tablets are installed using brackets to safely and securely hold the tablets during service. The tablets will allow operators to utilize the driver-specific application.

If the current tablets are not compatible with the Contractor supplied driver routing software or with the LAnow Fare Payment System or any other Contractor supplied applications or software, the Contractor

shall be responsible for purchasing seventeen (17) replacement tablets and any associated brackets necessary to secure the tablets to the vehicles. The Contractor shall be responsible for identifying the type of tablet that will best work for the program demands. The Contractor will provide all necessary equipment, accessories, or peripheral equipment to ensure that the tablets or proposed alternative devices are operational and can be used for their intended purpose. The tablets and brackets shall be distributed as follows: ten (10) tablets and brackets will remain with the Contractor for use on LAnow Zone 1 vehicles, and the remaining seven (7) tablets and brackets shall be transferred to the contractor operating LAnow Zone 2. The Contractor shall be responsible for providing any additional hardware and software required to allow the tablets to initiate the driver-specific application. Proposers are instructed to include any costs associated with the replacement of the LAnow tablets and associated brackets, warrantees, and installation costs in Line 41 - Other Costs on Proposal Forms C-11 - North Region Cost Components and C-12 - North Region Cost Component Details.

The Contractor will be responsible for maintenance, repair, upkeep, and warranty of the tablets or proposed alternative devices for the ten (10) units retained by the Contractor and shall transfer any warrantees for the remaining seven (7) units to the LAnow Zone 2 operator that will assume all responsibility for the units at handover.

If the Contractor replaces any tablets, the old tablet shall be returned to the City assigned LADOT Project Manager for disposition.

Any tablets and brackets purchased to fulfill this requirement of the RFP shall be considered property of the City and shall be returned to the City upon termination or expiration of the Agreement. Any related warranties or licensing still active at the time of termination or expiration of the Agreement shall be transferred according to the City's instructions.

4.17.9 Intelligent Transit Systems (ITS)

LADOT is providing an Intelligent Transit System (ITS) on all buses. The ITS system includes, among other things, computer-aided dispatching/automated vehicle locators, automated passenger counters, and in some buses, an automated stop and route voice annunciation system.

The following Table 22 provides a description of the various ITS technologies currently installed on LADOT fleet vehicles. In addition, the City has provided a detailed list of each fleet vehicle with its installed ITS technologies, refer to Exhibit 9 - North Region Transit Fleet Current ITS Equipment.

Table 22 - ITS Existing Technologies

EXISTING TECHNOLOGIES	CURRENT FUNCTIONS		
	Automatic counter		
1. Automated Passenger Counter (APC)	Database and Web-based system integrated		
	 Counters at both doors (when applicable) 		
2. Surveillance System	Interior Surveillance Cameras		

EXISTING TECHNOLOGIES	CURRENT FUNCTIONS
	Exterior Surveillance Cameras
	 Digital Video Recorder (DVR)/Network Video Recorder (NVR) Systems
	Video tagging capabilities
	 Onboard Light-emitting Diode(LED) and Liquid- crystal Display (LCD) Surveillance Screen
	 Viewing/downloading software remotely
2. Diday Alant and Dublia	 Onboard high-resolution multimedia screen used for PSA's and rider alerts.
Rider Alert and Public Announcement System	 The screen has the ability to display still images, animated graphics, and video
	Wireless Output
	 LED destination signs with various presentation styles, including fixed, alternating, double line, and scrolling displays
4. Hanover Headsign System	 Web-based program to create headsign messages that contains message database for display.
	 Keylo, USB, and wireless output
	 Integrated single sign-on with MDT
	A live stop announcement system
5. Route Announcement System	 Screens on some vehicles that display routes and stops in real time
	 Vehicle Tracking and Live Dispatch System with GPS Tracking.
	"Live Dispatch Software Module"
6. Real-time Arrival Prediction System	 Report software, which is used to generate the following reports: on-time performance, driver performance, route, run and block performance, passenger data, National Transit Database (NTD) reporting, vehicle health monitoring, and public usage statistics.
	 Real-time passenger information with arrival predictions that can be integrated into websites,

EXISTING TECHNOLOGIES	CURRENT FUNCTIONS
	mobile applications, signs, Interactive Voice Response (IVR) systems, and Short Message Service (SMS) messages.
	 Custom mobile application for both iPhone and Android Operating Systems with real-time arrival predictions and live bus map. The Mobile Application provides service alerts: Detours, Closure, and Delays.
	 Allows for alerts to be published to General Transit Feed Specification-Real Time (GTFS-RT) as well as other channels such as X (formerly known as Twitter).
7. Advanced Collision Avoidance System	 Driver assistance technology including: Pedestrian and Cyclist Collision Warning Forward Collision Warning Headway Monitoring Warning Lane Departure Warning Speed Limit Indicator
8. Electric Driver Vehicle Inspection Report (EDVIR)	 Allows the driver to complete the Driver's Vehicle Inspection Report (DVIR) via the MDT and accessed through an application.
9. Bike Rack Sensors/Counters	 Allows passengers to know how many open bike racks are available for use. This information is shared via GTFS-RT.
10. APC Analytics	 This software will clean and normalize the APC data and support certifying APC's for FTA/NTD certification.
	 The City currently has both Dialex and Iris APCs on its fleet vehicles.
11. MIS	 This platform allows for NTD reporting and as a data depository for DASH and Commuter Express routes
12. Route Planning and Scheduling	 These platforms allow for route planning analytics and scheduling for the existing CAD/AVL System

The Contractor shall be responsible for the diagnosing of the ITS, the troubleshooting of the ITS, submitting the ITS repair request to the vendor, scheduling/facilitating the ITS repairs by the vendor's

technician. The ITS vendor shall be responsible for the maintenance of the system. The Contractor is responsible for ensuring that the vendor completes repairs before sending the bus back into service. Additionally, the Contractor is responsible for ensuring that all operators are logged into the system.

4.17.10 Scheduling Software (SaaS) Platform

The Contractor will provide a scheduling software that has a Software as a Service (SaaS) platform that plans and schedules the movements of every vehicle and driver. Currently, the City uses the Optibus program. The platform should be cloud-based, end-to-end; SaaS platform solutions should address route, timetable, schedule optimization (to improve quality of service), increase efficiencies, and streamline operations. The software should also allow for the drawing of routes on a map, the ability to edit and delete stops on the map, and the ability to integrate with a timetable. In addition, the Contractor will utilize the software to provide tools to build a service schedule, set route stops, define time points, and set distances between stops or time points. The scheduling software needs to allow for reports for driver/block schedule, usage, route summary, and be compatible with LADOT's Computer-aided Dispatch/Automatic Vehicle Location (CAD/AVL) provider to upload changes to routes, driver information, etc. The software would allow for LADOT to create timetables; the Contractor would utilize the same software to access the timetables built by LADOT and create runcuts. Once the timetables, software, and runcuts have been completed, the software would then be uploaded to LADOT's CAD/AVL provider. LADOT project managers would need full access to the software. The Contractor's Technology Manager will be responsible for the day-to-day maintenance of the General Transit Feed Specification (GTFS) to ensure the GTFS matches the CAD/AVL routes and Schedules. LADOT will have full access to the Contractor's portion of the scheduling and reporting elements of the software.

4.17.11 Surveillance Systems

The Contractor will be responsible for the operation and maintenance of the Surveillance System installed in each of the City-owned vehicles. All vehicle camera footage will be stored for a minimum of thirty (30) days. The Contractor will immediately save all camera footage when a vehicle is involved in an accident or incident. This footage will be available upon request to LADOT Transit Staff.

4.17.12 Public WiFi

The City contracts the installation, maintenance, and repair of the cradle-point router used to supply public WiFi access on the Community DASH, Commuter Express, Cityride and LAnow vehicles. The Contractor will allow access to all LADOT fleet vehicles for technicians to maintain and repair the cradle-point routers. The associated costs for the cellular service allowing WiFi access on City Fleet vehicles will be provided and paid directly by the City.

In cases where the public WiFi is not working, the Contractor will immediately notify the City. The City will arrange for a technician to perform on-site repairs as required. In some cases, the technician may ask the Contractor to do basic troubleshooting techniques to expedite the repair.

4.17.13 ViriCiti System

The City currently uses ViriCiti software for the collection of historical data related to the energy consumption of the City's electric vehicles, consumption by the route the vehicle was operated on, and

for monitoring driver performance. The ViriCiti software provides real-time data insights on location, vehicle operating range, assists with schedule optimization, and monitors the vehicle charging system. The Contractor shall utilize the ViriCiti software to optimize service performance.

4.17.14 Mobileye Systems

The Technology Data Manager is responsible for analyzing all data provided by Mobileye Systems. The Fixed Route Technology Manager will prepare monthly reports summarizing the number and type of alerts triggered and any recommendations to reduce the number of alerts triggered. The Contractor shall e-mail the Mobileye Alert Summary Report monthly to the City's assigned Project Manager within fifteen (15) days of the end of the prior month.

4.17.14.1 Mobileye Shield Plus System

The Mobileye Shield Plus system is an advanced collision avoidance system installed on some of our new transit vehicles in support of the City's Vision Zero Initiative. The system uses driver assistance technology which includes:

- Pedestrian and Cyclist Collision Warning
- Forward Collision Warning
- Headway Monitoring Warning
- Lane Departure Warning
- Speed Limit Indicator
- Side Collision Warning

The Mobileye Shield Plus system is currently installed on all 2016 and later model year Commuter Express as well as Community DASH vehicle numbers 17313 and 17314. The Mobileye Shield Plus system will be included in your firm's driver training and with annual driver refresher classes. The Contractor shall maintain the Mobileye Shield Plus System and coordinate warranty issues with the supplier.

4.17.14.2 Mobileye System

The Mobileye System is currently installed on Commuter Express vehicles model years 2011 and 2012 and all Community DASH vehicles, with the exception of vehicles 17313 and 17314, which have the Mobileye Shield Plus System.

The Mobileye System does not have all the features included in the Mobileye Shield Plus system. The Contractor shall maintain the Mobileye system and coordinate warranty issues with the supplier.

4.17.15 Automatic Passenger Counters (APC)

All City-owned Commuter Express and Community DASH vehicles come equipped with an Automatic Passenger Counter (APC) mounted over the passenger boarding/alighting doors. The Contractor will be responsible for troubleshooting the system, calibrating the system, system monitoring, and removing and replacing APC as necessary. In addition, the Contractor is responsible for warranty issues involving the hardware. The City currently has both Dialex and Iris APCs on its fleet vehicles.

4.17.16 Vehicle Condition

The Contractor shall maintain all revenue vehicles and vehicle equipment in excellent working condition both operationally and in appearance, including free from graffiti. The Contractor supplied vehicles must be maintained using the same preventive maintenance, graphic, and cleanliness standards as the City provided revenue vehicles if the City authorizes the use of non-City-owned vehicles (see *Attachment D - City-Owned Fleet Vehicle Maintenance Standards & Requirements*).

4.17.17 Bus Advertisement

The City will notify the awarded Contractor of the Transit Vehicle Advertisement contractor that is responsible for soliciting, producing, and installing interior and exterior advertising on behalf of the City on its transit fleet. The Contractor will be required to cooperate with the City's contracted advertising firm by ensuring access to the facilities and the City-owned vehicles. On occasion, the Contractor may be required to assist the City with the installation of interior advertising (car cards) beyond the scope of the bus-advertising firm's contract.

4.17.18 Vehicle Fire Prevention, Fuel Detection, and Safety Program

All service vehicles come equipped with fuel detection and fire suppression systems. The Contractor shall develop an ongoing Vehicle Fire Prevention and Safety Program to be included in their maintenance program for City-provided vehicles and training for their vehicle operators. The program shall include a detailed plan for regular inspection and maintenance for all vehicles and affected components, including the fire suppression/fuel detection systems. The Contractor must conduct regular inspections and replacement, if needed, for exhaust heat blankets that cover the catalytic converters. Catalytic converters must be maintained pursuant to *Attachment D City-Owned Fleet Vehicle Maintenance Standards & Requirements*. The plan must also detail vehicle operator notification of dispatchers, proper use of the fire suppression/fuel detection systems, and electrical cut-off procedures, etc. The Contractor must submit a Vehicle Fire Prevention and Safety Program annually to the City, and it should include all vehicle campaigns conducted during the year, such as exhaust blanket replacement and reloading of fire suppression materials.

4.17.19 Applicable Codes and Regulations

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

4.17.20 Retention of Retired Fleet Vehicles

In anticipation of additional demand for public transportation in response to the City hosting the 2028 Olympics, LADOT may choose to retain several fleet vehicles that otherwise would have been salvaged.

These retired fleet vehicles would remain at the yard. The Contractor will be required to maintain the vehicles in accordance with LADOT's Vehicle Maintenance Standards located in *Attachment D - City-Owned Fleet Vehicle Maintenance Standards & Requirements*.

In order to better assess the costs associated with maintaining the retained retired fleet vehicles, LADOT has included Line Item 62 - Vehicle Retention Costs in the Proposal Forms C-11 - North Region Cost Components and C-12 - North Region Cost Component Details. Proposers are to complete the chart (broken down by vehicle type, age, fuel type, and number of vehicles retained) by listing all costs associated with maintaining the retired vehicles in operational order.

In order for the Contractor to keep the retained retired fleet vehicles at the Sylmar Transit Maintenance Facility by having the employees park at another location, the Contractor shall include the costs for the additional employee parking area on Forms C-11 - North Region Cost Components and C-12 - North Region Cost Component Details. The additional employee parking area shall be fenced and the Contractor shall provide security to the site. Proposers are instructed to include the costs for leasing/renting the additional employee parking area, the fencing costs, and the security costs in Line Item 58 - Additional Employee Parking on Forms C-11 - North Region Cost Components and C-12 - North Region Cost Component Details.

4.18 Management and Personnel Requirements

All personnel are responsible for knowledge of the service system design, including the routing and stops, fare policy, schedules, access to major attractions and regional transit service connections, ADA requirements as it relates to stop announcements and wheelchair passengers, etc. Project personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel must also report all passenger complaints and operational problems to project management staff.

Furthermore, the proposal shall describe how the performance of the drivers, mechanics, and supervisory personnel will be monitored and evaluated. For example, the drivers should be monitored and evaluated in terms of courtesy, security of fares, schedule adherence, and their ability to drive safely; the mechanics should be monitored and evaluated for their timely maintenance, inspection, and repair of project vehicles; road supervisors should be monitored based on a specified number of time checks per month, responding to complaints within the time specified by LADOT, and logging of road supervision hours. If the Operations Manager is responsible for managing these activities, his or her time allocation should be reflected accordingly.

Regularly assigned drivers or a fully trained backup must be available at all times to ensure consistent and reliable service.

Personnel

The Contractor shall be solely responsible for maintaining an adequate quality labor force and for the satisfactory work performance of all employees as described by this RFP or any reasonable performance standard established by the City. Due to its critical nature, Proposers shall discuss wages, benefits,

performance incentives, and any other programs or efforts to minimize employee turnover and retain qualified personnel.

Contractors are required to adhere to the City's Service Contractor Worker Retention Ordinance, the Living Wage Ordinance, and the California Labor Code Sections 1070-1074. Living Wage and Service Contractor Worker Retention Ordinances rules and regulations are in *Attachment A - Mandatory City Contracting Requirements (July 2024), Request for Proposals (RFP) City Contracting Requirements, Section I.J Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO),* attached hereto and incorporated herein.

The Contractor will be required to assure certain compensation and benefit levels for its employees throughout the duration of the contract and shall also be subject to the provisions of the City's Worker Retention Ordinance. The City would encourage Proposers to research the prevailing wages of similar positions in the industry when deciding on employee wages. The City will be evaluating not only the cost-effectiveness of the overall proposal, but with emphasis on the employee wages and benefits and the Proposer's efforts to minimize employee turnover, reduce absenteeism, and retain qualified personnel. See Section 6.3.4 Cost Effectiveness (40 Points) for more details. See Exhibit 10 – Current Classifications of Employees Covered Under the Service Contractor Worker Retention Ordinance and Exhibit 11 - Union Agreements for details on the current wages and benefits of the incumbent contractor employees.

The Worker Retention Ordinance typically applies to Employees in non-managerial positions who fall under the qualifications defined in the ordinance. Usually, Managerial and Supervisory Employees are exempt from the Worker Retention Ordinance. The City identifies "Employee" and "Managerial or Supervisory Employee," as stated below:

"Employee" includes only those employees of a contractor or subcontractor who work on or under the authority of a City Contract and who meet all the following requirements: (1) earns no more than twice the hourly wage without health benefits available under the Living Wage Ordinance (LAAC Section 10.37 et seq.) for work performed on or under the authority of the Contract; (2) has been employed with the contractor or subcontractor for the preceding 12 months; and (3) whose primary place of employment is in the City on or under the authority of the Contract.

"Managerial Employee" or "Supervisory Employee" definition incorporated in LAAC Section 10.37.1 by reference in the City of Los Angeles Rules and Regulations Implementing The Living Wage Ordinance, the effective date of March 20, 2018, defines "Managerial Employee" or "Supervisory Employee" as "only those employees who have the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other subordinate employees, or the responsibility to direct them, adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not merely of a routine or clerical nature, but requires the use of independent judgment." (See https://bca.lacity.gov/living-wages-ordinance-lwo, Rules and Regulations Implementing the LWO)

Most Commuter Express, Community DASH, Cityride, and LAnow employees covered by the City's Worker Retention Ordinance are represented by organized labor unions and have collective bargaining agreements currently in place with the incumbent contractor. The terms of the collective bargaining agreements may terminate before the start of, or during, the term of the awarded North Region services contract generated by this RFP. Proposers are to include the current negotiated rate increases as indicated in the collective bargaining agreements (see *Exhibit 11 – Union Agreements*) as negotiated in their proposed costs. It is the Contractor's responsibility to negotiate new terms with the labor unions at the end of the current collective bargaining agreements or at the start of the new contract period if necessary to increase wages to higher rates due to industry prevailing wages.

<u>Council File 18-0244-S3</u> instructed LADOT to amend the existing Transit Service Operations contracts to increase the driver base rate, beginning March 1, 2024, to an amount up to \$24.15 per hour in Fiscal Year (FY) 2023-2024, and \$25.36 per hour in FY 2024-2025. Respondents must propose wages and benefits for incumbent contractor staff that are at a minimum, equal to what those employees are currently receiving from the incumbent contractor. See *Exhibit 11 - Union Agreements* for further details.

Proposers must include in their proposals a plan in the event there is a call for work stoppage as a result of a labor negotiation impasse.

The Contractor shall be solely responsible for payment of all employees' wages and benefits and subcontractors' costs. Without any additional expense to the City, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance, and Social Security. The Contractor shall defend, indemnify, and hold the City harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.

The City shall have the right to demand removal from the project for reasonable cause (to be determined by the City) of any personnel furnished by the Contractor. The Contractor will notify the City, in writing, of new hires or reassignments of management project personnel. The City reserves the right to approve any changes in the Contractor's proposed key project staff.

Upon awarding the contract, and during the term of the contract, the Contractor shall be responsible for notifying the City regarding any changes in proposed personnel duties or hours that deviate from the original proposal. Essential required key personnel include the following positions: General Manager, Operations Manager, Maintenance Manager, Facility Coordinator, Fixed Route Technology Manager, Cityride Data Manager, NTD Data Manager, and the Safety and Training Manager. Should the services of any of the aforementioned positions become unavailable to the Contractor, the resume and qualifications of the proposed replacement shall be submitted to the City for approval as soon as possible. In no event can the Contractor provide this information later than ten (10) working days prior to the departure of the incumbent employee unless the Contractor was not provided with such notice by the departing employee.

The City reserves the right to approve any changes in the proposed personnel duties or hours per this project. The Contractor will notify the City, in writing, of new hires or reassignments of management project personnel. The City reserves the right to approve any changes in the Contractor's proposed key project staff.

The Contractor shall input into the City's Management Information System (MIS) system the staffing updates every month and when any updates or modifications from the original proposal occur (see *Exhibit 12 - Position and Task Report*).

All Contractor Management and office personnel shall be fully trained on the City's MIS system.

Project Plan and Staffing

Proposers shall provide a plan in their proposal that describes in detail the performance and function of all management, supervisory, and other key personnel. An essential component of this plan should be a list of critical positions, as well as an organizational chart to support the provision of the service. Although Proposers have the discretion in creating the non-managerial staffing levels for this RFP, Proposers are required to include in their plan the following positions, at a minimum, outlined below: General Manager, Operations Manager, Maintenance Manager, Facility Coordinator, Fixed Route Technology Manager, Cityride Data Manager, NTD Data Manager, Safety and Training Manager, Assistant Maintenance Manager/Lead Mechanic, Road/Field Supervisors, Cityride DAR Reservationists, Trainers, Dispatchers, Ontime Monitors, Mechanics, Vehicle Operators, Security Personnel, and other staff as appropriate. Position descriptions and primary position responsibilities are included in this Section.

The Proposers shall also provide a plan in the proposal that describes all supervisory tasks and requirements necessary for the project, including schedule adherence checks, complaint investigation and response, report writing, and training. The plan should include a list of all positions required to meet those requirements and the percentage of time each position will be devoted to each task. Proposers are required to complete the LADOT Monthly Position and Task Report (see *Exhibit 12*) as part of their proposal, detailing the proposed duties and annual hours for each position included in the proposal.

The General Managers and all key personnel described within this RFP shall be one-hundred percent (100%) solely dedicated to this project. Proposers shall designate and identify key personnel for each position required by this RFP and submit a detailed resume for each of these persons.

4.18.1 General Managers

Two (2) General Managers are required for this project. The General Managers shall be dedicated full-time to this project. The General Managers, designated by the Contractor, shall be one hundred percent 100% dedicated to this project. The Contractor shall ensure the General Managers serve a minimum two (2) year term on this project before the Contractor considers reassigning them to any other position or project.

Due to the critical role of the position of General Managers, Proposers shall designate and identify the General Managers and shall submit a detailed resume for each person within the Proposal. The Proposer shall notify LADOT, in writing, within five (5) business days, of any changes to the job functions and/or person assigned to this position. LADOT reserves the right to approve/deny any personnel changes to the position of General Manager.

The General Managers will provide both online supervision and management of the project's accounts and operating records.

The General Managers shall ensure that LADOT approves of all subcontractors before signing a subcontractor agreement for services under the new contract.

4.18.2 Operations Manager

One Operations Manager per service operated is required for this Project: one (1) Operations Manager is required for the Commuter Express Services, one (1) Operations Manager is required for the DASH Services, one (1) Operations Manager is required for the Cityride Dial-a-Ride Services, and one (1) Operations Manager is required for the LAnow Zone 1 Services. The Contractor shall assign full-time, 100% dedicated Operations Managers to this project. The Operations Managers shall be expected to directly supervise the daily activities of all drivers, dispatchers, on-time performance monitors, and other personnel necessary to support system operations in the provision of services.

The Operations Managers or their designee (i.e., Lead Supervisor or Assistant Operations Manager) must be on-site at the Sylmar Transit Maintenance Facility available to cover all shift times while service is in operation for each of the services operated. On-site supervision includes, but is not limited to, the following duties: training and scheduling of all regularly assigned project personnel; arranging of assignments of qualified back-up personnel whenever necessary; the distribution, collection, and accuracy of all reports; the daily monitoring of ridership and fare collection; supervision of all project staff to ensure the provision of quality service that meets or exceeds the requirements of this project; and Project Management.

The Operations Managers duties include, but are not limited to, the following: the preparation of daily, weekly, monthly, quarterly, annual, and ad hoc reports requested by the City; the preparation of monthly summaries of operations data on a line-by-line, run-by-run basis; maintenance of the project's accounts and operating records; and the preparation of the monthly invoice that will document all charges minus the total amount of cash fares collected, and minus any performance penalties.

The Operations Managers will be responsible for the complete operation and maintenance of all City-owned vehicles (including all ancillary equipment, i.e., wheelchair lifts/ramps, HVAC, fareboxes, schedule holders, etc.). The Operations Managers will assume immediate responsibility for any operational problems, complaint resolutions, and the accurate reporting of these problems and complaints to the City in the form and timeframe as discussed in this RFP and outlined.

The Operations Managers shall be available to meet with or respond to inquiries from the City or the public Monday through Friday between 8:00 a.m. and 5:00 p.m. The Contractor shall ensure the Operations Managers has a minimum of five (5) years of successful experience managing and supervising public transit services similar in size and complexity to the service herein described.

The Operations Managers shall act as a liaison, working cooperatively with City staff in providing operational data, responding to comments from passengers and the general public, coordinate detours and public information for service alerts, and respond to specific requests for other assistance as the need arises.

The Contractor shall ensure the Operations Managers attend City meetings and reports on the Commuter Express, Community DASH services, the Cityride Dial-a-Ride services, and the LAnow on-demand shared-ride services. The Contractor shall ensure its Operations Managers shall be available to meet with the City as required. The City shall approve the person(s) serving in the position(s) of Operations Manager. The Contractor shall ensure the Operations Managers serves a minimum two-year term on this project before the Contractor considers reassigning them to any other position or project.

4.18.3 Facility Coordinator

The Contractor will assign a full-time Facility Coordinator to this project. The Facility Coordinator will be responsible for the preventative and immediate maintenance, cleanliness, permitting, and all other necessary oversights of the Sylmar Transit Maintenance Facility. The Facility Coordinator will be responsible for the scheduling, managing, and monitoring of all maintenance and cleaning of the facility. The Facility Coordinator manages unscheduled maintenance to ensure it does not affect the overall performance of the facility.

The Facility Coordinator is responsible for oversight of the daily, weekly, monthly, and yearly preventive maintenance work and minor repairs on all mechanical, cleaning, and automotive systems at the LADOT facilities. In addition, the Facility Coordinator is responsible for the following areas of facility maintenance: Custodial, landscaping, environmental (oil/water separator cleaning), major electrical, bus wash rack preventive maintenance inspections, HVAC services (to include specialized air system for network room), facility HVAC controls, backup generator maintenance, fuel island repairs, fire sprinkler testing, gas detection systems, lot sweeping and striping, garage door repair, and annual spray booth inspections.

The Facility Coordinator will ensure that LADOT approves of all subcontractors before signing a subcontractor agreement for services under the new contract. Outside contractors will also be used to perform safety inspections, including semi-annual sprinkler inspection, life support system testing, the collaboration of the Methane detection system in the shop, and building security systems testing. The facility preventive maintenance program inspectors, both contract and noncontract, will ensure that facility systems, subsystems, and equipment are checked, inspected, and adjusted to maximize performance according to OEM standards. The Facility Coordinator will conduct audits to ensure that facility systems, subsystems, and equipment are checked, inspected, and adjusted to maximize performance according to OEM standards.

The Facility Coordinator will oversee personnel assigned to tasks that revolve around the following aspects:

- Cleaning
- Exterior (walls, grounds, custodial)
- Office and Shop Organization and Safety
- Preventive Maintenance
- Water Conveyance
- Lighting Systems
- Service Islands, CNG Dispensers
- Facility Safety
- Compressed Air
- Ancillary Equipment

- Interior (walls, floors, custodial)
- Windows
- Response to employee/ LADOT Comments
- Roofing
- HVAC
- Electrical Systems
- Plumbing
- Parking
- Storage Tanks
- Repair

Facilities and equipment are to be identified for repair through preventive maintenance inspections at frequencies established during the transition and adjusted throughout the contract term. Staff frequently using these items are also trained in due diligence for observing and reporting the need for repair. The Facility Coordinator directs the recovery of all warranties relating to the facilities and equipment and to all systems, components, and subcomponents thereof. The Facility Coordinator is responsible for taking all available actions to assure that all warranty-covered repairs are performed in a timely fashion.

4.18.4 Fixed Route Technology Manager

The Contractor shall assign a full-time, 100% dedicated Fixed Route Technology Manager to this project. The Fixed RouteTechnology Manager must be available during regular service hours to ensure that all technology-related systems (hardware, software, etc.) functions are monitored and maintained. The Fixed Route Technology Manager, at a minimum, should have a two-year college degree in computer science or information technology/systems (four-year degree preferred) or four (4) years of verifiable successful experience in computer technology or information systems. The Fixed Route Technology Manager is responsible for troubleshooting all technology-related issues such as computers (hardware, software, etc.), Intelligent Transit System (ITS), TAP, WiFi, cellular connection, bus cameras, automatic vehicle locators (AVL), automated passenger counters (APC), emergency radios, etc. The Fixed Route Technology Manager shall be the contact person between the Contractor, LADOT personnel, and the various LADOT technology vendors.

The Fixed Route Technology Manager must be fully trained in the functions and data sets provided by the Mobileye Shield Plus system, including the reporting capabilities and system diagnostic data sets. The Fixed Route Technology Manager will be responsible for the daily review and analysis of the Mobileye System's data, preparing monthly reports regarding the number and type of alerts triggered, and making recommendations to reduce the number of alerts triggered.

The Fixed Route Technology Manager will use the available technology to improve and/or maintain the desirable on-time performance of the Commuter Express and DASH services. The Fixed Route Technology

Manager will oversee the On-time Monitors and guide them in their tasks to provide the best outcome. The Fixed Route Technology Manager will be responsible for the oversight of the OTP of the services. The Fixed Route Technology Manager will work closely with the operations staff while utilizing the ITS to constantly improve the on-time performance of the services.

The Contractor's Fixed Route Technology Manager will be responsible for the day-to-day maintenance of the GTFS to ensure the GTFS matches the CAD/AVL routes and Schedules. See *Section 4.17.9 – Intelligent Transit Systems (ITS)* for further information. The Fixed Route Technology Manager will ensure that the ITS are maintained and that they are able to repair the technology on the vehicles and ensure that the ITS repairs outside of their knowledge are repaired by the various equipment manufacturers/suppliers.

4.18.5 Cityride Data Managers

The Contractor shall assign a minimum of one (1) full-time Cityride Data Manager that is 100% dedicated to this project. The Cityride Data Manager shall be responsible for entering all trip information and Cityride project data into the City's MIS. The Cityride Data Manager shall assist with the NTD reporting as necessary. The Cityride Data Manager shall ensure that the data reported is correct. A Cityride Data Manager shall be required as long as the Contractor is operating the Cityride Dial-a-Ride Services.

4.18.6 NTD Data Managers

The Contractor shall assign a minimum of one full-time NTD Data Manager for each service operated that is 100% dedicated to this project. The Contractor shall assign one (1) NTD Data Manager to the Commuter Express Services, one (1) NTD Data Manager to the DASH Services, one (1) NTD Data Manager to the Cityride DAR Services, and one (1) NTD Data Manager to the LAnow Zone 1 Service. The Contractor shall ensure that all personnel required to input data, input forms, and/or reports into the City's automated, web-enabled MIS system be able to do so with the highest level of accuracy and proficiency. The NTD Data Managers should have previous experience preparing the FTA's National Transit Database (NTD) data reports.

In the event that the Comprehensive Operations Analysis Service Changes (*Refer to Section 4.26*) eliminates one or more of the services (Commuter Express, Community DASH, Cityride Dial-a-Ride, or LAnow) the Contractor shall reduce the number of NTD Data Managers accordingly.

All data collected or produced for the use in correlation to the services outlined in this RFP, including for the use in populating any software utilized for support of this RFP and its provisions, must be in common industry data standards and will remain the property of the City. Transportation data standards shall include the following file formats: GIS files shall be in *.shp, *.kml, or *.kmz; GTFS data shall be provided in *.csv, and real-time data shall be in GTFS or GRTS-RT. Furthermore, the distribution of data to any third party is prohibited, without prior City permission, in writing, to any data transfer or release.

4.18.7 Safety and Training Manager

The Contractor shall assign two (2) full-time Safety and Training Managers that are 100% dedicated to this project. The Safety and Training Managers must handle all safety-related functions and related reporting exclusively. The Safety and Training Managers will be the point of contact for accidents, claims, and

complaints about vehicle operator driving skills. The Safety and Training Managers will, at a minimum, be responsible for the investigation of all incidents, injuries, and accidents; holding monthly driver training classes; maintaining driver and staff training records; conducting safety training for fuelers and washers, and ensuring all OSHA requirements and training are completed and documented.

Driver training shall include any service specific training as needed to ensure that the drivers are fully qualified to operate vehicles in accordance with the service(s) they will be operating on. Additional ADA training may be required for vehicle operators working for the Cityride Paratransit Services, in addition to the usual ADA requirements for the other three services.

The City will refer any project-related insurance claims and lawsuits to the Safety and Training Managers. The Safety and Training Managers will bring all claims and lawsuits to the attention of the Contractor's Management responsible for resolving such issues.

4.18.8 Trainers

The Contractor shall assign full-time Trainers responsible for the training of all drivers assigned under this RFP. Trainers can be specialized in any one of the four services operated in this project or can be masters of all four services, however, Trainers are only allowed to train drivers on services that they have mastered. Proposers may determine the number of Trainers as necessary to accomplish the tasks.

NOTE: No revenue vehicles or training room space will be made available to the incoming Contractor to perform training during the contract transition period.

4.18.9 Maintenance Manager and Mechanics Requirements

The Contractor is required to provide maintenance personnel with eight (8) hours of training in one of the following areas: Drive Train, Brakes, Suspension and Steering, Electrical/Electronic Systems, Heating Ventilation and Air Conditioning (HVAC), or LADOT add on Technology Systems presented by a Vehicle Manufacturer/System Manufacturer of a vehicle or system in current use or an LADOT recognized expert in the field at least once every year starting in year one of the Agreement term.

The Contractor can elect to take advantage of the City's membership in the California Transit Training Consortium (CTTC), which has been a leading provider of technical training for the public transit industry since 2004, to attend one or more of their courses, which currently cost \$325.00 per person. Any maintenance personnel attending one of the courses provided by CTTC will receive credit for two years of training and will not be required to attend an additional eight (8) hours of training in the following calendar year.

The Contractor may provide training for the full eight (8) hours in one session per shift or break the training session into smaller sessions over a period of time, however the full eight (8) hours of training is required annually. The Contractor shall ensure that all mechanics and maintenance managers attend the scheduled training and that the same training is attended by all maintenance personnel for that year. LADOT must pre-approve the training curriculum prior to the training.

4.18.9.1 Mechanic Qualification Levels and Definitions

LADOT will only allow "A" Level Mechanics and "B" Level Mechanics to perform maintenance and repairs on City-owned vehicles or vehicles used to provide service on City contracts.

"A" Level Mechanic

An "A" Level Mechanic, defined as a professional Journeyman Level maintenance technician that has at least four (4) years of experience as a mechanic and has significant experience in the major systems and subsystems of motor vehicles, is capable of safely and accurately performing their duties with little or no supervision or correction. A qualified "A" level mechanic is capable of efficiently performing complex troubleshooting and diagnostic procedures utilizing their experience, logical thought processes, and the latest technologies, which include mechanical, hydraulic, electrical, and electronic testing equipment.

An "A" level mechanic qualified to work on LADOT vehicles must have the ability to utilize reference materials and other pertinent literature. An "A" level mechanic must have the ability to comprehend the text, drawings, specifications, torque requirements, and interpret wiring and air system diagrams.

"B" Level Mechanic

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

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

4.18.9.2 Maintenance Manager

One (1) Maintenance Manager is required for this project. The Contractor shall assign a full-time, 100% dedicated Maintenance Manager to this project. This individual shall not be a Lead Mechanic. The Contractor shall ensure that the Maintenance Manager has a minimum of three (3) years experience in managing and supervising the maintenance function of a shop similar in size and complexity to the services herein described. The Contractor shall further ensure the Maintenance Manager has a minimum of five (5) years of journeyman-level experience with vehicles similar to those used by Commuter Express, Community DASH, Cityride DAR, and LAnow.

The dedicated Maintenance Manager will ensure that vehicle performance standards, as outlined in this RFP and the resulting agreement, are adhered to and that all vehicles are systematically inspected, maintained, and repaired while minimizing time out of service. The Maintenance Manager must possess the ability to provide vehicle maintenance supervision, quality oversight, and administrative support. The

Maintenance Manager must have a valid California Class B Driver's License (with appropriate endorsements).

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

- the organization of the maintenance yard;
- the tracking of maintenance quality;
- the monitoring and analysis of PMI on-time performance and quality;
- the monitoring of monthly vehicle road calls and breakdowns;
- the monitoring of engine/transmission condition;
- the oversight of the oil analysis program;
- the monitoring and correctness of all maintenance reporting entered into the City's MIS system;
- develop engine/transmission rebuild campaigns to maximize the miles between road calls, and minimize the miles between road failures
- ensuring all maintenance personnel comply with maintenance policies and procedures;
- to oversee and maintain procedures to ensure completion of required inspections;
- to ensure proper documentation when tasks are worked over multiple shifts or with multiple personnel;
- to ensure incoming all parts, supplies, and articles received are inspected to ensure they are OEM parts and the manufacturer recommended materials;
- to ensure compliance with procedures for preliminary inspections, hidden damage inspections, inspection continuity, and final inspection for items repaired by maintenance personnel or subcontractors;
- responsible for oversight of maintenance personnel training requirements; and
- performs sign-off inspections on all safety system repairs and major rebuilds.

Proposers are strongly encouraged to include a quality assurance program that will analyze all aspects of the project, including analyzing the work of the Maintenance Manager, reviewing the maintenance plans and vehicle history to maximize vehicle performance and reliability, reviewing and approving monthly maintenance reports compiled by the Maintenance Manager(s), sample vehicle inspection reports, customer satisfaction, etc.

The City shall approve the person serving in the position of Maintenance Manager. The Contractor shall ensure the Maintenance Manager serves a minimum two-year term on this project before the Contractor considers reassigning them to any other position or project.

4.18.9.3 Assistant Maintenance Manager(s)/Lead Mechanic(s)

An on-site Assistant Maintenance Manager(s)/Lead Mechanic(s) is required to supervise the maintenance operations during shifts when the Maintenance Manager is not at the Sylmar Transit Maintenance Facility. The City requires that there be a Maintenance Manager or at least an Assistant Maintenance Manager/Lead Mechanic available to cover all shift times.

The Assistant Maintenance Manager(s)/Lead Mechanic(s) responsibilities will include, but not be limited to, assisting the Maintenance Manager with the oversight of maintenance personnel, the organization of the maintenance yard, and various administrative duties. The Assistant Maintenance Manager(s)/Lead Mechanic(s) shall be responsible for supervising the maintenance operation during shifts when the Maintenance Manager is not at the facility.

The Assistant Maintenance Manager(s)/Lead Mechanic(s) must be at least an A-level Mechanic as described in *Section 4.18.9.1 - Mechanic Qualification Levels and Definitions* before the date of hire and must have a valid California Class B Driver's License (with appropriate endorsements).

4.18.9.4 Mechanics

The Contractor's maintenance personnel shall know about engines, transmissions, diagnostic procedures, electrical systems, HVAC, wheelchair lifts, and related mechanical parts, methods, and procedures normally used in servicing mechanical equipment for transit vehicles. The Contractor will ensure that all maintenance personnel assigned to work on fleet vehicles and equipment have the necessary skills to:

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

The Contractor shall maintain a level of one (1) Mechanic per every twelve (12) revenue service vehicles [1:12] while maintaining an equal number of A Level Mechanics and B Level Mechanics. This Project currently has a total of one hundred thirty (130) revenue vehicles assigned. Therefore, the Contractor must have a minimum of twelve (12) A-level mechanics and a minimum of twelve (12) B-level mechanics who are 100% dedicated to this project.

4.18.10 Dispatchers and Dedicated On-Time Monitoring Personnel

A minimum of three (3) Dispatchers and two (2) Dedicated On-Time Monitors are required for the DASH, and Commuter Express services; three (3) Dispatchers and two (2) On-Time monitor for the DASH services, and three (3) Dispatchers and two (2) On-Time Monitor for the Commuter Express services. In addition, the Contractor shall assign a minimum of one (1) Dispatcher to the Cityride Dial-a-Ride services, and one (1) Dispatcher to the LAnow services. The Contractor shall maintain the minimum staffing levels for the duration of the agreement as long as the Contractor is operating the service. See *Section 4.26 - Comprehensive Operations Analysis (COA) Service Changes*.

The Dispatchers and On-Time Monitors are to be 100% dedicated to this project. The Dispatchers and On-Time Monitors must be available from the time the vehicle operators sign in until the time the last revenue service vehicle returns to the yard each evening at the staffing levels as indicated above and per service.

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

Contractors are required to utilize LADOT's Intelligent Transit System (ITS) (described in *Section 4.17.9 - Intelligent Transit Systems (ITS)* as a tool for dispatching and for resolving issues and incidents in the route by bus operators. Dispatchers, and any other personnel assigned to answer the Contractor's telephones, shall receive customer service training, operational training, radio procedures, and accident/incident procedures. The Contractor's customer service training program shall be consistent with the City's customer service standards.

Dedicated On-Time Monitoring Personnel (separate from the Dispatchers) shall be assigned to continually monitor the routes through a dedicated on-screen monitor of the onboard bus automated vehicle locator (AVL) system used on the Commuter Express and DASH services. Such dedicated personnel shall coordinate with dispatchers on how to resolve various route and service issues. The Contractor shall assign two (2) On-Time Monitor to the Commuter Express service and two (2) On-Time Monitor to the DASH service. The On-Time Monitor shall be responsible for maintaining on-time service performance by speaking directly to the drivers that need to speed up or slow down to maintain service stop times as indicated on the published route schedules. On-Time Monitors shall also ensure that all drivers are properly logged into the ITS systems and are changing headsigns as needed per the assigned service routes. On-Time Monitors will report directly to the Fixed Route Technology Manager and will work closely with the dispatchers and other operations staff members.

4.18.11 Road Supervisors/Field Supervisors Requirements

The Contractor shall provide dedicated on-street road/field supervision throughout the service area during the time the vehicles are in revenue service. Road/Field Supervisors' primary function is to provide field support in monitoring the flow of buses by ensuring all drivers attend to their assigned route schedule as well as to temporary detour instructions issued in cases of accidents or incidents. Road/Field Supervisors' tasks include, but should not be limited to:

- facilitate fleet deployment;
- ensure vehicle operators perform vehicle pre-trip and post-trip inspections;
- provide extensive field support to minimize service interruptions;
- respond to road calls and other in-field service requests;

- assist with customer complaints, accidents, injuries, bus or equipment breakdowns, and ADA responses;
- audit all bus stops and bus zones;
- promptly place and remove temporary signs;
- coordinate radio communication with dispatch and drivers; and
- prepare various reports.

As field supervision is critical to the overall efficiency and quality of the service, Proposers are required to have, at a minimum, a field supervision deployment of five (5) Field Supervisors assigned to the Commuter Express services, five (5) Field Supervisors assigned to the DASH services, two (2) Field Supervisors assigned to the Cityride DAR services, and two (2) Field Supervisor assigned to the LAnow services.

If after the Comprehensive Operations Analysis (COA) Service Changes (See Section 4.26) LADOT reduces or eliminates services, the Contractor may be asked to reduce the number of field supervisors assigned to a service. The Contractor is not responsible for providing field supervisors for eliminated services. In the event that the COA results in the expansion or addition of new DASH or Commuter Express Routes in the North Region, the Contractor shall provide additional field supervisors at a rate of one field supervisor per every two new routes.

4.18.12 Cityride DAR Reservationists

The Contractor is responsible for providing an adequate number of trained personnel to answer the Cityride DAR assigned telephones during normal working hours (8:00 a.m. Pacific Time to 5:00 p.m. Pacific Time) and to ensure participants have access to schedule trips throughout the day, especially during the peak periods 8:00 a.m. through 10:00 a.m., and 3:00 p.m. through 5:00 p.m. Due to the high number of calls, the Contractor is responsible for ensuring participants are not placed on hold for more than two (2) minutes at all times. Penalties will be accessed monthly, if and when, the average wait time exceeds two (2) minutes. All calls will be monitored and recorded for training purposes.

Reservationists are to be trained to ask the following questions when scheduling a trip:

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

Two additional questions for medical appointments:

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

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

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

The Reservationist must also be familiar with other transportation options available to participants in their service area. Cityride DAR Reservationists must speak clear, concise, and fluent English, with at least one Reservationist on duty throughout the day who is available and is fluent in Spanish.

The Contractor shall ensure that all Cityride DAR Reservationists receive training and are fully versed in all aspects of the Cityride Program, including eligibility requirements and Cityride Card usage on all modes of transportation accepting the Cityride Card. The Contractor shall ensure that all Cityride DAR Reservationists receive annual training in customer service and sensitivity to the special needs of the elderly and individuals with disabilities.

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

If the Cityride Dial-a-Ride service is eliminated as a result of the Comprehensive Operations Analysis (COA) Service Changes (see *Section 4.26*) the Contractor shall eliminate the Cityride DAR Reservationist staffing positions.

4.18.13 Vehicle Operators

Vehicle Operators are vital to the success of all LADOT Transit Services. LADOT encourages all Proposers to offer driver wages at the prevailing industry wage rate or higher. The Los Angeles Region is experiencing driver shortages and LADOT believes that bringing the driver wages up to the prevailing industry wage rates would help with driver retention.

The Contractor is responsible for providing enough drivers for the operation of the services listed in this RFP. The Contractor must employ enough drivers so as not to be affected by driver call offs.

4.18.13.1 Vehicle Operator Requirements

Vehicle Operators will work on a schedule that ensures a consistent and overall high quality of service. Vehicle Operators must have a valid California Class B (with appropriate endorsements) driver's license and Medical Examination Certificate, as well as any other licenses required by applicable federal, state, and local regulations, including Vehicle Operator's permits issued by the City Board of Transportation Commissioners. The Contractor is responsible for obtaining permits for all Vehicle Operators from the City. All Vehicle Operators must have valid City-Issued Driver Permits.

The Contractor will ensure training of Vehicle Operators in all operational procedures relating to the system. The Contractor must provide a program of driver training in vehicle operation, defensive driving, passenger relations, ADA requirements, fare collection, route and schedule orientation, and on-time performance before permitting any driver to operate any bus in revenue service. The Contractor will comply with all requirements as applicable stated in California Vehicle Code 12804.9.

Vehicle Operators will conduct daily pre-trip and post-trip vehicle inspections (see *Exhibit 13 - Sample Daily Pre-Trip and Post-Trip Inspection Report*). The Contractor shall maintain a "Log Book" as the preferred form that the driver(s) use to do their daily pre and post trip vehicle inspections as to document vehicle condition on the vehicle inspection/defect report (Driver Vehicle Inspection Report (DVIR) Logbook). The logbook shall include sequential page numbering, enough carbon copies so that there is at least one copy for the main record, one copy for the maintenance shop and a copy that remains in the logbook. This logbook must be kept in the bus during the current month and be available for inspection by the City. Logbooks must be changed out on the evening of the last day of the month. The previous logbook shall be identified on the cover as to month, year and vehicle number, and shall be archived by the Contractor for a period of at least one year.

The Contractor shall also provide an ongoing safety program to ensure a safe operating environment. The Contractor must also take appropriate steps to ensure that preventable accidents are minimized. The ongoing vehicle operator safety training should include and emphasize pedestrian safety for both people who ride bicycles and people who are walking.

The Governor approved Assembly Bill Number 1371 addressing the appropriate buffer space between a vehicle and a cyclist on September 23, 2013. The bill amended the California Vehicle Code Sections 21750 and 21760, which prohibits "the driver of the motor vehicle that is overtaking or passing a bicycle in the same direction on a highway from passing at a distance less than three feet between any part of the motor vehicle and any part of the bicycle or its operator."

On September 5, 2011, the City of Los Angeles instituted Ordinance number 181817, a "Prohibition Against Harassment of Bicyclists." LADOT has adopted a zero-tolerance policy regarding the behavior of bus drivers not abiding by the three (3) feet of passing space between a vehicle and a bicyclist and the harassment of cyclists. A driver observed not to comply with the law or an ordinance may result in the driver's removal from all LADOT Transit services. Any driver observed harassing a cyclist will be suspended for a minimum of three days for the first offense. Please note that if the offense (as determined by LADOT) is egregious enough, LADOT reserves the right to have the driver removed from the operation of LADOT services immediately. If the driver commits a second offense of harassing a cyclist, the driver will not be allowed to drive for LADOT services. Also note, that LADOT reserves the right to issue performance penalties and other punitive actions as allowed for in this RFP to ensure policy adherence.

Training must place significant emphasis on techniques for dealing with the public helpfully and courteously to achieve the maximum level of customer service; this requirement pertains to regularly

assigned and relief vehicle operations. Due to the critical importance of customer relations training for drivers, Proposers are asked to provide a detailed description of their driver training program, including customer service training. The Proposer shall describe how it will maintain a driver sensitivity and empathy-training program directed toward the needs of passengers with disabilities in compliance with the Americans with Disabilities Act (ADA). The Proposer shall also describe its training and communication program for dealing with passenger disturbances. Discuss the amount of time dedicated to each aspect of the Proposer's driver's training program.

LADOT has a zero-tolerance policy of vehicle operators running a traffic signal red light. Any driver observed running a red light will be suspended for a minimum of three days for the first offense. If the driver commits a second offense of running a red light, the driver will not be allowed to drive for LADOT services. If the first offense is egregious enough as determined by LADOT, LADOT may request that the driver is removed from the operation of LADOT services immediately.

Although LADOT does not believe in dropping prior offenses, the City cannot hold the new Contractor responsible for enforcing the second offense policy on violations that occurred prior to the vehicle operator's employment. However, if the incumbent contractor is awarded a contract as a result of this RFP, and a currently employed driver receives a second violation while employed under the new contract, then the driver will be removed from operating any City-owned vehicle regardless of City service.

The Contractor shall be required to have an ongoing refresher driver-training program for existing drivers. The training will include various topics, including the areas of defensive and safe driving, emergency crisis management, understanding work expectations, and other relevant topics. The Contractor shall be required to pre-plan a training schedule on an annual basis. The Contractor shall submit upon request by the City a written training schedule with specific topics and objections. The Contractor may also be required to hold training that may be pertinent to the issue at the time.

The Contractor shall conduct pre-employment California Department of Motor Vehicles (DMV) checks of all personnel, including independent Contractor or Subcontractor employees hired for service. The Contractor shall also check DMV records at least every six (6) months for accidents, vehicle code violations, and validity of driver's licenses of all employees whose job required them to operate vehicles for this project. The Contractor shall file, by vehicle operator name, all DMV records, including the DMV Transit Driver Training Record (DL 260) which must be maintained by each transit vehicle operator. The Contractor shall maintain these files in a centrally located place. The Contractor shall prepare for the City's use every three (3) months a list of current drivers and their City permit numbers. It is the responsibility of the Contractor that driver's permits are always current.

4.18.13.2 City Driver Permit and Fee Structure

The Contractor is responsible for paying City Driver Permit Fees. All vehicle operators operating City vehicles are subject to the following City fees.

City Permit Fees

•	New Driver Permit Fee	\$98
•	Fingerprint Processing Fee	\$107
•	Driver Permit Renewal Fee	\$104
•	Early Driver Permit Renewal Fee*	\$104
•	Replacement Driver Permit Fee	\$112
•	Identification Badge	\$9

^{*}If a Driver Permit is renewed early the Driver can request a 2-year renewal for the same price as the one-year renewal. If the Driver waits until the renewal date the Driver will only be allowed to renew for a one-year period.

These rates are subject to change. If rates change during the Agreement period, LADOT will reimburse the Contractor for the <u>difference</u> between those rates listed above and any higher new rates. However, the Contractor will be responsible for the amounts above. For example, if the New Driver Permit Fee is increased to \$104 during the contract period, LADOT would reimburse the Contractor the difference of \$6 (\$104 - \$98 = \$6).

Vehicle Operators are required to apply for new City driver permits any time they switch companies. Proposers are to note that if their firm is not already registered with LADOT as a Transit Service Provider the Firm will need to register and pay the associated fees (approximately \$4,463 not including the City Permit Fees listed above).

4.18.14 Security Guards

The Contractor is required to have a minimum of three (3) Security Guards on duty at the Sylmar Transit Maintenance Facility at all times.

At a minimum, the Contractor should develop employee pre-employment screening processes mirroring the City's criteria for bus drivers or comply with industry practices, and the process must comply with standards set by the FTA, Federal Bureau of Investigation (FBI), and the United States Department of Homeland Security (DHS). All security personnel must meet the "Security Guard Standards" and be licensed by the State of California Department of Consumer Affairs (DCA). In addition, all frontline employees should be required to have an FBI/National Watch list background check. The Contractor should also consider adopting a policy of periodic, ongoing employee screening.

Security Guards' tasks include, but are not limited to:

- Staffing the Facility entrance which has a guard booth but does not have an electric arm or other vehicle controls to impede traffic.
- Conduct roving safety and security patrols in facility areas with limited or irregular staff presence.
- Security patrols should, at a minimum, cover restricted areas: main power supply switch gear, lighting controls, perimeter access points, vehicle parking areas, communications, operations control centers, and waterside access areas.

- Designated security personnel must be able to respond immediately to a security alert signal in accordance with procedures as established by the City.
- Security Guards will maintain records of unusual occurrences encountered during security patrols.
 These records shall be maintained in a log and must be available for inspection.

4.18.15 Janitorial Staff

The Contractor must provide janitorial staff sufficient enough to provide the services as indicated in Attachment C - City-Owned Transit Maintenance Facility Standards & Requirements. The Contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor shall schedule its operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facility, not merely surface cleaning. The Contractor shall at all times provide adequate supervision of the janitorial staff to ensure complete and satisfactory performance of all work in accordance with the terms of the Agreement.

The Contractor is responsible for the cleaning of both the interior and exterior of the Facility. The Contractor shall keep the maintenance area clean and free from dirt, spills, debris, vermin, and infestations at all times. The Contractor shall clean the Maintenance facility daily. The Contractor may use janitorial staff or maintenance staff for daily cleaning.

The Contractor shall provide nightly janitorial service of site office areas. Janitorial services include but are not limited to breakroom cleaning, bathroom cleaning, sanitizing, sweeping, mopping, vacuuming, trash removal, restocking of toiletries, and all other general housekeeping services. This complete cleaning shall include, but not be limited to, ceilings, walls, seats, floors, driver areas, ancillary equipment and furnishing, and windows.

The Contractor shall ensure the cleanliness of the Facility prior to the commencement of each service day. The interior floors shall be swept and mopped by the Contractor prior to the commencement of each service day, except for any carpeted areas that are required to be vacuumed.

4.18.16 Bus Washer/Cleaners

The Contractor must provide sufficient bus washers/cleaners to ensure the cleanliness of all transit vehicles used for this Project as indicated in *Attachment D - City-Owned Fleet Vehicle Maintenance Standards & Requirements.*

4.18.17 Staff Retention

The City strongly encourages the Contractor to institute an employee retention reward program, particularly for vehicle operators. Proposers are to note that proposals submitted that include staff retention programs will be weighed more favorably. The City strongly encourages the Contractor to institute an Attendance and Safety Incentive Program for the employees of this Project. Proposers are to note that proposals submitted that include bonus/incentive programs for attendance and safety will be weighed more favorably. See *Exhibit 14 - Examples of Staff Retention and Bonus/Incentive Programs*.

4.18.18 Bonuses/Incentive Programs for Attendance and Safety

The City strongly encourages the Contractor to institute an Attendance and Safety Incentive Program for the employees of this Project. Proposers are to note that proposals submitted that include bonus/incentive programs for attendance and safety will be weighed more favorably. See *Exhibit 14* - *Examples of Staff Retention and Bonus/Incentive Programs*.

4.18.19 Vacancies - Position and Task Report

Proposers are required to complete the Position and Task Report (See *Exhibit 12*); the Contractor is required to update this report monthly. The Contractor is required to maintain the staffing levels at the levels indicated in the Position and Task Report that was proposed for this Project at all times as the lack of operators, mechanics, field supervisors, key personnel, etc., have a direct impact on the quality of service on the streets. In the event that additional services are added, the Contractor shall maintain the staffing levels at the levels indicated in the revised Position and Task Report.

The Contractor shall fill all vacant positions within a reasonable, timely manner. If the Contractor is seeking an external candidate(s) to fill open positions, forty-five (45) days is allowed. Internal promotions or transfers to fill open positions must be completed within thirty (30) days. If the Contractor neglects to fill a vacancy, the City may assess the Contractor a performance penalty of \$100 per day for each day after the allotted time for non-management positions, including driver shortages, and a performance penalty of \$200 per day for each day after the allotted time for management positions. For management vacancies, the Contractor is required to provide an acting manager in the vacancy and is required to be 100% dedicated until such time as a replacement manager is permanently hired. All acting managers must receive pre-approval by the LADOT.

4.19 Safety and Security Requirements

The City takes safety and security seriously. All requirements within this Section will apply to all services and programs outlined in this RFP.

Proposers shall outline their firm's policy in responding to potential acts of terrorism and specifically how they propose to address these threats for this project. All Proposers must detail how they intend to mitigate the risks associated with terrorist acts for passengers, operators, and all other personnel, including surveillance and security of equipment and facilities; coordination of emergency plans with the City; tactics and training to assess characteristics of a threat, implementation strategies for emergency response service; contingency plans for facilities and transport of personnel. The Contractor will be required to update their Safety and Security Plan on an annual basis and submit it to the City along with their regular report requirements. See *Exhibit 6 – Reporting Requirements* for additional reporting requirements.

In an effort to improve passenger and driver safety, increase the predictability of emergency response to any safety or security concerns that may arise, and enhance our communication/coordination with the City's Emergency Operations Center (EOC) and regional public safety agencies, LADOT has developed a

set of requirements for all transit staff contracted to provide this service, as outlined in *Section 4.20 - Safety/Security/Emergency Response Responsibilities*.

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

4.19.1 Safety Program

The Contractor shall ensure that regular and continuous formal safety instruction for all personnel assigned to perform any activities under this Agreement is provided and shall require personnel to attend regularly scheduled safety meetings at least four (4) times per year. Due to the recent change in FTA policy, contractors are now required to participate and attend Safety committee meetings every three months (four meetings a year) to discuss safety concerns and driver-safety concerns. In conjunction with the participation in the Safety Committee Meetings, Contractors will also provide frontline workers. Frontline workers are a group of drivers who will meet with the Safety and Security officers every two (2) months to discuss driver concerns (ie. safety hazards, complaints from other drivers, driver-safety concerns, and any other issue that drivers feel need to be addressed).

4.19.2 Drug-Free Workplace

Contractor(s) shall comply with:

U.S. Department of Transportation (DOT)

"Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40 to the extent applicable.

Federal Transit Administration (FTA)

"Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

Drug and Alcohol Testing Program

In the event that any of the work under this Contract falls within the scope of 49 CFR Part 655, Contractor(s) (as applicable) shall implement all programs required under the regulations, including without limitation, a Drug and Alcohol Testing Program and an anti-drug use and alcohol misuse program, in full compliance with the regulations.

Certificate of Compliance

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

Contractor Oversight

Noncompliance may result in suspension or termination of the contract and/or non-payment of outstanding invoices.

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

4.19.3 Facility Security

To promote a sense of security among LADOT contracted employees and patrons, all Contractor personnel are required to report to Contractor management all safety/security threats, verbal/physical incidents, crime, or vandalism immediately upon identification. An incident can be any of the following:

- Any verbal harassment (assault) of anyone on the facility
- Physical altercation
- Sexual harassment
- Vandalism/graffiti
- Public drunkenness
- Use of illegal drugs or alcohol on the bus
- Robbery
- Trespassing
- Suspicion of a firearm or weapon
- Unattended packages

Contractor management will immediately contact the appropriate LADOT personnel, and by completing and submitting the designated Law Enforcement Service Request Form to the Los Angeles Police Department or any other security firm or agency along with a copy to the Contractor's General or Operating Manager, and the LADOT Project Manager. Each month all daily reports and Law Enforcement Service Request Forms will be compiled and included in the Monthly Report to the City. The Monthly Report will allow contracted staff and City staff to evaluate possible safety/security threats, identify patterns and coordinate an action plan with the Los Angeles Police Department. This record-keeping is essential. These records are used by the City to file the monthly NTD reports. See *Exhibit 6 - Reporting Requirements* for additional reporting requirements.

4.19.4 Bus Security

To promote a sense of security among LADOT contracted employees and patrons, all bus drivers shall be required to report to the dispatcher all safety/security threats, verbal/physical incidents, crime, or vandalism immediately after identification. An incident can be any of the following:

- An auto accident involving the City's bus
- Verbal harassment (assault) of the bus operator or any other passenger

- Physical altercation
- Sexual harassment
- Vandalism/graffiti
- Public drunkenness
- Unattended packages
- Use of illegal drugs or alcohol on the bus
- Smoking, drinking or eating on the bus
- Robbery
- Suspicion of a firearm or weapon
- Unruly conduct

The dispatcher will immediately contact the appropriate LADOT personnel, and by completing and submitting the designated Law Enforcement Service Request Forms to the Los Angeles Police Department or any other security firm or agency along with a copy to the Contractor's General or Operating Manager, and the LADOT Project Manager. In addition to the notification, each month all daily reports and Law Enforcement Service Request Forms will be compiled and included in the Monthly Report to the City. The Monthly Report will allow contracted staff and City staff to evaluate possible safety/security threats, identify patterns and coordinate an action plan with the Los Angeles Police Department. This record-keeping is essential. These records are used by the City to file the monthly NTD reports. See *Exhibit 6 - Reporting Requirements* for additional reporting requirements.

4.20 Safety/Security/Emergency Response Responsibilities

All Contractor personnel must understand and adopt into their operating policies the expected specific roles and responsibilities identified in LADOT's Safety and Security Requirements, thereby increasing their personal safety and their passengers during normal operations and in emergency conditions.

4.20.1 Requirements for all Contractor Personnel

All Contractor personnel must perform the following functions:

- Immediately report all suspicious activity/incidents and suspicious objects, no matter how insignificant it may seem, to the dispatcher or their immediate supervisor, who will immediately document all of the details on a Law Enforcement Service Request Form.
 - Each report should include the date, time, location, type of activity, number of, and a brief description of people involved, type of equipment (if any) used for the activity, organization, and a designated point of contact.
 - The dispatcher or their supervisor shall notify the LADOT Project Manager, LADOT's Security and Safety Coordinator, and the Los Angeles Police Department, who shall evaluate the threat.

- If the suspicious activity and security incidents prove to require a threat response, the contracts local Executive Director shall immediately report the incident to the Head of Transit Operations.
- When managing disruptive passengers and potentially volatile situations, Contractor personnel should base their judgment and reaction per the guidelines taught in the Contractor's Safety/Security/Emergency Response training and per the City's Safety and Security Requirements.
- Contractor participation in security and emergency preparedness training offered by Federal, State, and local agencies is encouraged. Training includes drills and exercises. All Contractor personnel shall become familiar with and operate within the safety, security, and emergency preparedness procedures for their assigned work activity as described in the RFP, and per the guidelines taught in the Contractor's Safety/Security/Emergency Response training.

4.20.2 Requirements for Contractor Supervisors

In addition to the general responsibilities identified in *Section 4.20.1 - Requirements for all Contractor Personnel*, Contractor supervisors are responsible for communicating LADOT's Safety and Security requirements to all employees, volunteers, and subcontractors. For this reason, supervisors must be trained and have full knowledge of all of the LADOT's safety and security rules and policies. Contractor Supervisors must communicate those policies to operators and all yard personnel in a manner that encourages them to incorporate safety and security practices into their everyday work.

The specific responsibilities of the Contractor Supervisors include, but are not limited to, the following:

- Shall train all drivers in the standardized security and emergency response methods as per industry best practices, FTA requirements, and the City's Safety and Security Requirements.
- Ensure that all staff treats security and emergency preparedness as a primary concern when on the job.
- Cooperate fully with the City regarding any accident investigation as well as listening to, investigating, reporting, and acting upon any security concerns raised by the drivers.
- Immediately report security concerns to the dispatchers, law enforcement officials, Contractor's Operations Manager, and LADOT's Security and Safety Coordinator.

When supporting a response to an incident, supervisors are expected to:

- Provide leadership and direction to employees during security incidents, area-wide crises, or emergencies.
- Handle minor non-threatening rule violations.
- Defuse minor arguments.
- Determine when to call for assistance.
- Coordinate with the City Project Manager to make decisions regarding the continuance of operations.
- Respond to fare disputes and service complaints.
- Respond to security-related calls with police officers when required, rendering assistance with crowd control, victim/witness information gathering, and general on-scene assistance.

- Complete necessary security-related reports.
- Coordinate with all outside agencies at incident scenes.
- Take photographs of the damage and injuries. Immediately pull and secure all video footage from the bus camera system and forward this footage to LADOT Head of Transit Operations.
- Train all drivers in basic anti-terrorist techniques to be able to identify suspicious passengers, suspicious passenger behavior, understanding the difference between an abandoned package and a suspicious package, and how to handle each of these situations.
- Provide training to drivers and dispatchers on how to respond to, note, and track these issues.
 Ensure that drivers report fare disputes and service complaints. Compile this information and submit it to LADOT's Security and Safety Coordinator as events occur and submit a summarized report with the project's monthly report.
- Take National Incident Management System (NIMS) training each year (IS-100, IS-200.b, IS-230, IS-700.a, IS-800.b, and IS-801). Classes are free and can be found online on the FEMA Emergency Management Institute Site.

4.20.3 Requirements for Vehicle Operators

In addition to the general responsibilities identified in *Section 4.20.1 – Requirements for all Contractor Personnel*, vehicle operators are responsible for exercising maximum care and good judgment in identifying and reporting all suspicious activities, in managing security incidents, and in responding to emergencies as per their security/emergency preparedness training, drills, and exercises. Each vehicle operator will:

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

4.20.4 Requirements for Dispatchers

In addition to the general responsibilities identified in *Section 4.20.1 – Requirements for all Contractor Personnel*, dispatchers must:

- Document all calls for assistance from drivers, notify designated law enforcement agencies,
 Contractor Operations Manager, and City's Project Manager as appropriate.
- Coordinate with LADOT's Security and Safety Coordinator, who shall be the City's initial point of
 contact during all local or regional emergencies/major accidents. LADOT's Security and Safety
 Coordinator will notify all appropriate LADOT staff in the event of an incident/emergency/crisis

that affects transit passengers or LADOT transit property, or incidents that activates the City's Emergency Operations Center (EOC).

- Dispatch transit supervisors accordingly.
- Provide direction to on-scene personnel.
- Complete any required security-related reports and forward said reports to the Contractor Operations Manager.
- Track all suspicious activity/incidents, people, and suspicious objects, and report them to supervisors or security managers.
- Immediately report and respond to safety/security threats (verbal/physical)/incidents, crime, or vandalism to local enforcement or emergency medical service communications centers. Once a dispatcher has addressed the incident, the dispatcher must complete and file a Law Enforcement Service Request Form with the Project's designated local law enforcement agency, the Operations Manager, and LADOT's Security and Safety Coordinator.

4.20.5 Requirements for Maintenance Staff

In addition to the general responsibilities identified in *Section 4.20.1 – Requirements for all Contractor Personnel*, the maintenance staff members must:

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

4.21 Operating During a Declared Emergency

Upon declaration of an emergency by the Mayor, the General Manager of the Department of Transportation is responsible for a number of transportation-related activities, including the development of emergency travel routes and the coordination with other agencies supplying common carrier services.

4.21.1 Operation of Project Vehicles by Contractor Personnel

In the event of a declared emergency, the Contractor shall deploy vehicles in a manner described by the General Manager of the Department of Transportation as a part of the Emergency Operations Transportation Service Plan. However, the City shall be obligated to compensate the Contractor for service, which significantly exceeds the normal expense of operating the service during such period of a declared emergency.

4.21.2 Operation of Project Vehicles by City Personnel

During a declared emergency, the Contractor may experience a driver shortage. Therefore, upon declaration of an emergency by the Mayor, the City, through the General Manager of the Department of Transportation, Mayor's Office, City Council and/or its representative(s), or any other City department(s), shall have the ability to designate any City employee(s) to directly operate the vehicles designated for the services listed in this RFP throughout the duration of the declared emergency, and the Contractor shall

make the vehicles available for operation by City employees. The City agrees to indemnify, hold harmless, and defend Contractor, its directors, officers, employees, and agents from, and against every claim or demand which may be made by any person, firm, or corporation, or any other entity resulting from or arising in connection with City employee(s) operating the vehicles designated for the services in this RFP throughout the duration of the declared emergency. This Section does not relieve the Contractor of any pre-existing, ongoing, or continuous responsibility as listed in this RFP or in any agreement resulting from this RFP to maintain the vehicles and ensure the safety of the vehicles while in operation, including, but not limited to, the responsibility to conduct pre-trip or post-trip inspections, preventive maintenance inspections, etc., and to make repairs pursuant to such inspections, while the declared emergency is in effect. If the declared emergency involves intermediate-term recovery, as defined in the Los Angeles Department of Transportation's Departmental Emergency Plan (DEP), the City and the Contractor may further negotiate for the operation and needed maintenance of the vehicles.

4.22 Operating During a Non-Declared Emergency

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

4.23 On-Board Security Requirement

LADOT is considering adding an "On-Board Security Requirement" to LADOT Transit Service Contracts. This "On-Board Security Requirement" would require Contractors to supply security personnel that would perform random ride-alongs on the various routes operated by the service contractor, thus providing an extra layer of security for the passengers of LADOT transit services.

The On-Board Security would attempt to de-escalate the incident, but would call 911 if the situation escalates. The On-Board Security personnel would not be required to physically intervene or attempt to detain anyone.

The security personnel may or may not be required to wear a uniform identifying them as security. All "On-Board Security" personnel are required to have special training in de-escalation techniques. With this in mind, LADOT will require that these "On-Board Security" personnel have completed a sixteen (16) hour de-escalation course within the first year that LADOT activates this requirement.

LADOT is currently discussing the possibility of using Road Supervisors that have completed a sixteen (16) hour de-escalation course instead of security personnel as On-Board Security. However, LADOT would like to have the Proposals include the costs associated with using Security Guards and the costs associated with Road Supervisor in this role under the On-Board Security option listed in Line Item 60 - On-Board Security Costs in the Proposal Forms C-11 - North Region Cost Components and C-12 - North Region Cost Component Details.

4.24 **Subcontractors**

Proposers shall submit with their proposal an MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A). Subcontractors listed on the Proposer's Schedule A form are considered a bid-listed subcontractor. The Proposers must have a bid/quote from each potential subcontractor listed on their Schedule A before submission of the Schedule A. Proposers are required to have each of the subcontracts on their Schedule A registered on RAMPLA before being awarded the contract.

4.24.1 Subcontractor Substitution During the Contract Duration

The contract award requires the Contractor to maintain the level of all subcontractor participation throughout the contract term. If the Contractor chooses to substitute any of its Subcontracts during the term of the contract, the Contractor must receive permission from the City. Any unapproved substitution or reduction in the listed subcontractor amount will be considered an unauthorized substitution.

To get approval for a subcontractor substitution, the Contractor shall request approval from the City for all substitutions of the bid-listed (Schedule A) subcontractor. This request shall be in writing and submitted to the City's Head of Transit Operations. The request shall give the name of the subcontractor and the reason for the substitution.

Once the substitution is approved, the Contractor is required to demonstrate a good faith effort to provide MBE, WBE, SBE, EBE, and DVBE companies equal opportunity to compete for any subcontracting work being substituted.

4.24.2 Schedule B and Schedule C Reporting Requirements

During the term of the contract, the Contractor must include the Subcontractor Utilization Profile (Schedule B) in every monthly invoice. The Schedule B should list all Schedule A subcontractors along with utilization.

Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C, which is included as part of Attachment A) and certified correct by the Contractor or its authorized representative. The completed form shall be due to the City within fifteen working days after the completion of the contract term or contract termination date. Refer to Attachment A - Mandatory City Contracting Requirements (July 2024), Request for Proposals (RFP) City Contracting Requirements, Section I.A., Business Inclusion Program (BIP) - Schedule A, attached hereto and incorporated herein, for further details, reporting requirements, and instruction.

4.25 Service Level Modification and Additional Requirements

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

The service may be modified during the term of the contract. Thus, the City reserves the right to increase or decrease service hours to meet service demands. If so, the City will provide the Contractor with a written notification of the change. The changes (increase/decrease) have three (3) tier-levels; Proposers are required to provide an hourly rate adjustment based on each of the three (3) levels:

- a) 10% to 15%
- b) 15.1% to 20%
- c) 20.1% to 30%

The changes within 10% of the level of service will remain at the norm non-adjusted rate. Changes greater than 30% will be subject to negotiation between the City and the Contractor.

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

During a declaration of a local emergency, pursuant to the Los Angeles Administrative Code, by the Mayor of Los Angeles, the City may increase or decrease the level of service provided without giving the Contractor thirty (30) days' notice. See *Sections 4.21 – Operating During a Declared Emergency* and *4.22 – Operating During a Non-Declared Emergency* for further information.

4.26 Comprehensive Operations Analysis (COA) Service Changes

The COVID-19 pandemic significantly affected Public Transit Services. To better understand the changes resulting from the pandemic, the City released a Task Order Solicitation for a Comprehensive Operations Analysis (COA) of all LADOT Transit Services in October 2024. The COA study and findings are expected to be completed in 2026. The Goals of this COA are as follows:

- 1. To Define Operational Goals and Equity
- 2. To Optimize Routes and Maximize Ridership
- 3. To Enhance Reliability and On-Time Performance
- 4. For the Integration and Regional Alignment of Existing and Future Routes
- 5. To have Community Engagement and Satisfaction with Transit Services
- 6. To Review the 2018 Transit Service Analysis
- 7. To Find Strategic Funding and Scenario Planning
- 8. To Ensure Gender Equity
- 9. To ensure Safety of the Transit Services Offered by the City

The COA will evaluate each service, route, and line. The City anticipates major changes to the existing routes/lines currently operated due to the changes in workplace locations and the impacts of

telecommuting. This may result in the movement of current routes/lines, the elimination of some routes/lines, service reductions, and/or the addition of new routes/lines/services.

In the event that the collective changes in any one service results in the addition or reduction of revenue service hours greater than 30% of the annual revenue service hours listed on Proposal Form C -11 - North Region Cost Components, the rates and staffing requirements proposed for the impacted service shall be negotiated between the City and the Contractor.

4.27 FTA National Transportation Database (NTD)

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

The Contractor is required to submit FTA's (NTD) reporting on a monthly and annual schedule. See *Exhibit* 15 – *Transit NTD Data Summary Sheets* for further information. The Contractor will email the FTA NTD Reports to the City's assigned NTD Project Manager.

4.28 One-time or Short Term Special Circumstance Services

The Contractor may be required by the City, in response to public safety issues, times of emergencies, or under other special circumstances to purchase or perform additional services, as necessary, on a one-time basis.

The Contractor may be required by the City to perform additional services, as necessary, for special events, press events, public outreach events, or provide special short-term services as requested by the Mayor's Office, City Council, or LADOT.

The Contractor may be required by the City to perform additional services, as necessary, during the <u>International Federation of Association Football (FIFA) World Cup 2026</u> games hosted in Los Angeles County or the Southern California Region as requested by the Mayor's Office, City Council, or LADOT.

The Contractor may be required by the City to perform additional services, as necessary, including press events, special events, or special short-term services provided, related to the <u>2028 Paralympic Games</u>, as requested by the Mayor's Office, City Council, or LADOT.

The Contractor may be required by the City to perform additional services, as necessary, including press events, special events, or special short-term services provided, related to the <u>2028 World Olympic Games</u>, as requested by the Mayor's Office, City Council, or LADOT.

The Contractor may submit an invoice for these one-time or short-term services, subject to review by the City, separate from the Monthly Invoice. Invoices for these services shall include written LADOT authorization for providing the service and documentation, including the number of revenue service

hours, total hours, number of trips, number of passengers, total miles, passenger miles, and number of vehicles used to provide the service.

4.29 Additional Task Orders Not Specified in the RFP

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

4.30 Licensing, Warrantees, User Agreements, and Intellectual Property

The Contractor shall turn over all records identified in this Section to the City at the end of the contracted term or upon written request by the City.

4.30.1 Data

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

4.30.2 Software

The Contractor shall keep a current record of all software licenses and user Agreements for all software required for this project. These records are to include any annual costs for said licensing or user agreements, software name, software manufacturer, and a brief description of software functions.

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

4.30.3 Licenses/User Agreements

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

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

The Contractor warrants to the City that any software procured on behalf of the City by the Contractor does not infringe, misappropriate, or violate the intellectual property rights of any third party. The Contractor will indemnify, defend, and hold the City harmless from and against any and all claims, losses, liabilities, costs, and expenses attributable to any allegation of intellectual property infringement as a result of the Contractor fulfilling the Scope of Work as indicated in this RFP. If any software licensed or used by the Contractor during the Term of the Agreement as part of the contracted services becomes or, in Contractor's opinion, is likely to become the subject of any claim or action that infringes, misappropriates, or violates the intellectual property rights of another person, then the Contractor, at its expense and option, may: (i) procure the right for the City to continue using the software, (ii) modify the software to render it no longer subject to any such claim or action, or (iii) replace the software or any portion thereof with equally suitable, functionally equivalent, non-infringing software. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law. This provision shall be included in the Agreement and will survive expiration or termination of the Agreement.

4.30.4 Warrantees

The Contractor shall maintain a record of all items under warranty. These records shall include a description of the item under warranty (including any serial or model numbers), the effective dates of the warranty, any actions taken in relation to the warranty, any documentation necessary to maintain the warranty (sales receipt, warranty registration, etc.), and the contact information for the party servicing the warranty.

4.31 Transition Plan

Proposers must include a detailed schedule of the projected dates and activities necessary to begin service, including start-up preparations, key administrative tasks, equipment purchase, materials and supply purchases, employee recruitment, and training of all personnel. Refer to the start of service as outlined in the Contract Period (see Section 7 - Terms of the Contract).

This plan should include the transfer of all utilities located at the Transit Maintenance Facility (regardless of whether the facility is owned by the City or Contractor leased). Any associated costs in the transfer of the facility utilities should be included in the proposed Start-up costs.

The Contractor shall negotiate contracts with fuel suppliers. The Sylmar Transit Maintenance Facility contractor currently contracts for the supply and use of the CNG fueling station located on the facility.

Up to two (2) months prior to the start date of the new contract, LADOT will schedule a weekend for each region for vehicle turnover inspections with the outgoing contractor. The vehicles will be inspected, and defects noted by either staff from LADOT and/or a third-party consultant, by the incoming Contractor, and by the outgoing contractor. The list of defects will be given to the outgoing contractor for repair. The incoming Contractor will provide a predetermined labor rate and an outside vendor rate in cases where the repairs need to be completed by the incoming Contractor.

In the days leading up to the start date of the new contract, LADOT (or a consultant team), the outgoing contractor, and the incoming Contractor will re-inspect the vehicles and record any defects not repaired and new defects discovered. The incoming Contractor will review the defects with LADOT staff and will give a cost estimate for all repairs. LADOT will track the repairs until all defects are completed by the new Contractor.

LADOT will hold a portion or all of the outgoing contractor's last invoice payment and deduct the repair costs for all defects that have not been corrected at the time of the vehicle transfer. The new Contractor will be paid for the costs to repair the remaining defects.

4.32 Termination of the Agreement

The Agreement with the awarded Contractor will be in effect for up to seven (7) years but subject to the start and end dates agreed upon.

The City may, at any time prior to the completion of work, terminate the Agreement with the awarded Contractor for any cause, including but not limited to, default by the Contractor, upon written notice to the Contractor at least thirty (30) days prior to the effective date of such termination. The Contractor shall promptly submit its termination claim for payment to the City. If the Contractor has any property in its possession belonging to the City, the Contractor shall account for the same and dispose of it in the manner the City directs.

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

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

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

In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs incurred by the City. The City, by written notice, may terminate the Agreement, in whole or in part, when it is in the City's interest. If the

Agreement is terminated, the City shall be liable only for payment under the payment provisions of the Agreement for services rendered before the effective date of termination.

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

4.33 Return of City-owned Transit Maintenance Facility

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

The City shall not require or request any writings, notes, memoranda, reports on conversations with the client or witness, research, and confidential materials which the Contractor Attorney has developed while representing the Contractor, particularly in trial preparation.

At the time of the request, the Contractor can put forth an argument as to the validity of whether the requested document is a work product and is exempt from turnover. The City shall decide whether the requested document is necessary for the City to maintain as part of the City's Project records.

Per Section 4.30 - Licensing, Warrantees, User Agreements, and Intellectual Property, all applicable software (excluding proprietary) and hardware is considered City property. The Contractor shall turn over to the City or the incoming contractor at the City's instruction all software, hardware, and warranties at the end of the contract period. All licenses shall be maintained by the Contractor during the contract period and transferable to the City or a City-designated contractor at the end of the contract term.

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

Contractor shall repair any damage occasioned by the installation, maintenance, or removal of Trade Fixtures, Contractor-owned Alterations and/or utility installations, furnishings, and equipment, as well as the removal of any storage tank installed by or for Contractor. Any furnishings, equipment, computers, software, printers, copy machines, and utility installations purchased by the Contractor under the service

contract shall remain the property of LADOT and shall be inventoried, and a written letter containing a listing with any associated serial number shall be submitted two weeks prior to the end date of the contract term. LADOT shall indicate which property shall be left by the Contractor in/on the City Facility at the end of the contract.

The term "Trade Fixtures" shall mean the Contractor's machinery and equipment that can be removed without doing material damage to the Facility. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion.

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

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

4.34 Return of Service Vehicles

Upon termination, or completion of the contract term, the Contractor shall be responsible for returning all vehicles to the City in the condition in which they were received (with the exception of normal wear and tear), including but not limited to body condition, system(s) condition and function, all ancillary equipment (intact and functional) and overall vehicle operation and performance. See Attachment D - City-Owned Fleet Vehicle Maintenance Standards & Requirements, Section 6 - Return of Service Vehicles at the End of Contract Term for vehicle condition standards.

Where time is of the essence to maintain any required service demands, the City reserves the right to waive the Contractor's right of repair and undertake any required repairs that are necessary to bring the vehicle into compliance under the terms of the contract. Under such waiver conditions, the City may make repairs itself or assign another company of the City's choosing to perform all required repairs and charge the Contractor the cost of such repairs from any monies otherwise owed to the Contractor.

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

4.35 Return of City-owned Property and Assets

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

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

5. PROPOSAL FORMAT AND

SUBMISSION

The response to this RFP shall be made in accordance with the format set forth in this *Section 5 - Proposal Format and Submission*. Failure to adhere to the format described within this RFP may cause rejection of the proposal as non-responsive. LADOT reserves the right to ask Respondents to cure non-material deficiencies in their Proposal; non-material deficiencies that are cured shall not be the basis of a proposal being deemed non-responsive.

5.1 Proposal

Content

This RFP has been structured to provide specific requirements that function as a standardized framework for evaluating a Proposer's qualifications.

It is the Proposer's responsibility to prepare a proposal that is representative of the Proposer's qualifications. At a minimum, proposals are required to meet all the requirements specified in this RFP and **Proposers must also answer all questions in** *Section 6.3 - Evaluation Criteria.* Proposers are allowed to include additional services, equipment, technology, or systems that enhance the proposal's value. If there is any additional information that would assist the City in better assessing the proposal, the Proposer should include all such information in its response under the title, "Additional Information." Refer to *Exhibit 1 - Proposal Requirements Checklist*.

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate, and reliable presentation. The responses to this RFP shall be made in accordance with the format outlined in this Section. Failure to adhere to the format described within this RFP may be cause for rejection of the proposal as non-responsive. Only proposals deemed responsive will be considered for award of Contract.

5.1.1 Cover Letter

The proposal shall contain a cover letter, introduction, and a general statement for the purpose of responding to the RFP opportunity listing (limited to one page). The cover letter shall also include:

- Opportunity Title and RAMP ID Number of the RFP, "North Region Transit, Paratransit, and Microtransit Services, RAMP ID #216747"
- Legal business name, business address, telephone number of the Proposer, and company RAMPID number.
- Legal business status and business structure of the Proposer (Sole proprietorship, partnership, limited liability company, corporation, C-corporation, S-corporation, benefit corporation, close corporation, nonprofit corporation, cooperative, other)
- Name(s), title(s), address(es), telephone number(s), and email address(es) of the person(s) who are authorized to legally represent the Proposer regarding all matters related to the Proposal and

- any contract subsequently awarded to said Proposer, including to enter negotiations with the City. The cover letter shall also indicate any limitation of authority for any person(s) named.
- The cover letter shall be signed by the representative(s), or officer(s), of the Proposer's business who is authorized to legally bind the Proposer to all provisions of this RFP, to all offers, statements, and pricing submitted in the Proposal, to any subsequently awarded Contract(s), and any subsequent changes or Amendments to the Contract(s), if an award is made (refer to Section 5.9 Execution of Proposals for more information).
 - o If the Proposer is a partnership, the proposal shall be signed in the name of the partnership by a general partner thereof.
 - If the Proposer is a corporation, the proposal shall be signed on behalf of the corporation by:
 - Two (2) authorized signatories: One signatory shall be of the Chairman of the Board, President, or Vice-President, <u>and</u> one signatory shall be the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. The signature of a single individual holding offices in each category is acceptable.

-or-

- One signature of a corporate-designated individual together with a properly attested resolution of the Board of Directors, or copy of the Bylaws, authorizing the individual to sign.
- The Proposer shall complete Proposal Form C-1 Questionnaire, attached hereto and incorporated herein. The Proposal Form listed here shall be included in the Proposal response.

5.1.2 Table of Contents

The proposal shall include a table of contents that clearly identifies the materials included in the proposal, ordered and separated by section and page number.

5.1.3 Company Profile

The Proposer shall provide a Company Profile in the format of a narrative summary. The Company Profile shall include:

- Date and location company was founded/established
- Type of business (Sole proprietorship, partnership, limited liability company, corporation, Ccorporation, S-corporation, benefit corporation, close corporation, nonprofit corporation, cooperative, other)
- Type of business (Local, national, or international). If national or international, the Proposer shall specify where the Company is headquartered and list all satellite locations.
- Historical background of the Company
- Financial Status Report
 - O It is imperative that the Proposer include adequate information in the Company Financial Status Report, as the City will utilize this information during the evaluation phase of this RFP to determine the Proposer's financial ability to complete the Scope of Work in any awarded Contract(s).
- The total number of full-time staff employed by the Company across the country

- The number of full-time staff that will directly provide the services specified within the Scope of Work of this RFP and Proposal.
- Identification of the key individuals who will primarily work with LADOT, including officers, managers, and staff. Refer to Section 4.18 - Management and Personnel Requirements for required positions.
 - o Include names, titles, licenses, certificates, fields of expertise, resumes, and relevant experience for all officers, managers, and staff that are required by this RFP.
 - O Resumes of all key personnel shall be included in the Proposal as an attachment.
- If personnel assigned to this project must be shared with other projects, indicate how much time each person/position will be devoted to this project and to all other projects. The Proposer shall identify the percentage of time dedicated to this project, along with the dedicated time of other projects.
- Proposers shall include a completed Position and Task Report (refer to Exhibit 12 Position and Task Report) for all key personnel working on this project within the Company Profile.
- Proposers are to include a section within the Proposal outlining the methodologies used for hiring and evaluating personnel working on this project.
- A Staffing Plan that shall describe the performance and function of all supervisory personnel and other required/key personnel in detail.
- A project organizational chart of all personnel working on this project, that depicts the project team's organization, including reporting relationships to the Project Manager, supervisory staff, General Manager, and all other key personnel.

In addition to the information requested within this Subsection, Proposers shall complete Exhibit 12 - Position and Task Report, Proposal Form C-1 - Questionnaire, Proposal Form C-4 - Financial Background, and Proposal Form C-6 - North Region Staff Assignments, attached hereto and incorporated herein. The Exhibit and Proposal Forms listed here shall be included in the Proposal response.

5.1.4 Proposer Qualifications

Proposers must have at least five (5) years of successful experience performing the scope of work and services as described in this RFP and shall furnish proof of ability to perform the requirements of this RFP. At a minimum, Proposers must have executed a comparable scope of work to that described within this RFP or should consider submitting as a sub-contractor in collaboration with a Prime Proposer that can demonstrate such experience.

The Proposer Qualification Section of proposals shall contain a client list of the Proposer's complete history of participation in projects of comparable scope and complexity to those as described in the RFP, including any past LADOT service, with a summary of the results and final work products of each of those projects. Proposers shall complete one (1) Proposal Form C-2 - Proposer's Past Projects and Experience, attached hereto and incorporated herein, for each separate project or if client related services were successfully provided. Proposers shall ensure that addresses, phone numbers, and email addresses for all clients' provided are current and operational.

5.1.5 References

The Proposer shall include in the Reference Section of its proposal at least three (3) credible references from municipalities or transit agencies with whom the Proposer has performed services like those described in this RFP within the past seven (7) years. LADOT reserves the right to request additional references, to contact and verify all references, and to request additional supporting information from the Proposer as LADOT deems necessary.

The Proposer shall complete one (1) Proposal Form C-3 – Additional Proposer References, attached hereto and incorporated herein, for each reference provided. Proposers shall ensure that addresses, phone numbers, and email addresses for all references provided are current and operational. The information gained through the reference checks will be incorporated into the City's evaluation of the Proposer's qualifications.

5.1.6 Staffing and Organization

Proposers shall complete and provide a Staffing Plan. The Staffing Plan is an essential component of the proposal and shall describe and detail the performance and function of all management, supervisory, project personnel, and any other personnel position deemed critical or necessary for the successful completion of the scope of work described in this RFP. Proposers shall: (1) Complete and submit *Exhibit 12 - Position and Task Report*, attached hereto and incorporated herein, as part of their proposal, detailing the proposed duties and annual hours for each position in the proposal; (2) Include detailed resumes for all required key project personnel; and, (3) Include an organizational chart that depicts clear lines of authority between all management, supervisory and required project personnel.

At a minimum, the Staffing Plan shall include, but not be limited to, detailed descriptions of the required Project Personnel, as described in *Section 4.18 - Management and Personnel Requirements*. The Proposer shall identify all Primary and Alternate/Replacement personnel for each of the required positions and other staff as appropriate.

The Proposer shall notify LADOT, in writing, within five (5) business days, of any changes to the job functions and/or person assigned to these key positions. LADOT reserves the right to approve/deny any personnel changes to the positions required by this RFP.

If the Proposer includes the use of subcontractors for any position(s)/work described in this RFP, the proposal shall describe the arrangement(s) agreed upon between the Proposer and the subcontractor(s) and the specific tasks and work to be completed by the subcontractor(s).

All Proposers shall incorporate the personnel retained as required by the City's Service Contract Worker Retention Ordinance (SCWRO), as described in *Attachment A - Mandatory City Contracting Requirements* (July 2024), Section I. Request for Proposals City Contracting Requirements, Section J. Living Wage Ordinance and Service Contractor Worker Retention Ordinance, attached hereto and incorporated herein, within the Staffing Plan.

5.1.7 Best Value Proposal

This is a best-value procurement. This is not a low-bid procurement. The cost proposal will only account for up to forty (40) points of the total evaluation score. Proposers shall submit a cost proposal that includes pricing to satisfactorily and successfully complete the services described in *Section 4 - Scope of Work*.

Proposal Forms shall be included in the Proposal Section titled, "Proposed Costs." The Proposal Forms for this RFP include Proposal Form C-5 - North Region Labor Costs, Proposal Form C-6 - North Region Staff Assignments, Proposal Form C-7 - Commuter Express Transit Service Labor Costs, Proposal Form C-8 - Community DASH Transit Service Labor Costs, Proposal Form C-9 - Cityride DAR Paratransit Service Labor Costs, Proposal Form C-10 - LAnow Microtransit Service Labor Costs, Proposal Form C-11 - North Region Cost Components, and Proposal Form C-12 - North Region Cost Component Details, attached hereto and incorporated herein.

All Proposal Forms shall be completed in adherence to the instructions of each Proposal Form and shall be formatted as shown on each Proposal Form.

The costs associated with any optional proposed deliverables shall be clearly separated in the budget.

All Proposals, including associated costs, quotes, and pricing, submitted in response to this RFP shall be binding on the Proposer for a minimum of three hundred sixty-five (365) days from the Proposal Deadline of this RFP.

5.1.8 City Contracting Requirements

All compliance documents listed in *Attachment A - Mandatory City Contracting Requirements (July 2024)*, attached hereto and incorporated herein, shall be submitted with the proposal as indicated in this RFP. Failure to comply with these requirements may render the proposal non-responsive.

Mayor's Executive Directive No. 14 (Villaraigosa series), requires that all proposers responding to this RFP perform subcontractor outreach to all available MBE, WBE, SBE, EBE, DVBE, and OBE firms which could perform a portion of the scope of work required in this RFP. As proof of the proposer's outreach efforts, the proposer is required to perform the Business Inclusion Program (BIP) Outreach on the City of Los Angeles Regional Alliance Marketplace for Procurement (RAMP) website, at https://www.rampla.org/s/.

All Proposers must perform and submit the BIP Outreach requirements on RAMP, as described in Attachment A - Mandatory City Contracting Requirements (July 2024), Section I - Request for Proposals City Contracting Requirements, Section A - Business Inclusion Program (BIP), attached hereto and incorporated herein. In addition to completing the BIP Outreach requirements on RAMP, Proposers shall download BIP Schedule A from the RAMP website and include BIP Schedule A within the proposal submission.

IMPORTANT: The due date to complete BIP Outreach is fifteen (15) days BEFORE the proposal due date. Failure to satisfy the BIP Outreach requirements by the BIP Outreach due date shall result in the proposal being deemed non-responsive and disqualified from being considered.

5.1.9 Financial Background

The Proposer shall complete and submit Proposal Form C-4 - Financial Background, attached hereto and incorporated herein, in addition to providing a detailed company portfolio demonstrating the Proposer's financial background, including the company's financial viability for up to the past three (3) years, credit references, on-going projects, and all pending litigations in which the Company may be directly or indirectly involved. Proposers shall include financial statements, including balance sheets and income statements prepared by an independent certified public accountant for the past three (3) years to reflect the financial condition of the Proposer. Financial background statements shall also include whether the company has ever had a bond or surety canceled or forfeited and whether the company has ever been declared bankrupt. Failure to submit the above aforementioned documents, omit or provide inaccurate or misstated information may cause for the rejection of the proposal and result in disqualification.

5.2 Submitting Proposals

All proposals shall be submitted no later than Thursday, September 4, 2025, at 3:00 p.m. PDT.

Timely submission of proposals is the sole responsibility of the Proposer. All proposals delivered after the deadline will be deemed non-responsive. The City reserves the right to determine the timeliness of all proposal submissions.

All solicitation responses shall be received by the proposal deadline stated above and submitted electronically through Hightail (https://www.hightail.com/lite-signup), addressed to lite-signup), addressed to https://www.hightail.com/lite-signup), addressed to <a href="https://www.hightail.com/lite-signup), addressed to <a href="https://www.hightail.com/lite-signup), addressed to <a href="https://www.hightail.com/lite-signup). Addressed to <a href="https://www.hightail.com

Hightail offers registration for a free account that allows users to upload and send files with a maximum size of 100MB. Senders will receive an email confirmation and the recipient will receive a link to the files. LADOT will confirm the acceptance of proposals to senders by email outside of Hightail. Access to the files will expire after a certain amount of days (auto-generated by Hightail).

The proposal shall be in PDF format and include the contents described in this RFP and *Exhibit 1 - Proposal Requirements Checklist*, attached hereto and incorporated herein. Additionally, Proposers shall answer all questions in *Section 6.3.1 - Qualifications of Proposer, Section 6.3.2 - Qualifications of Proposed Staff, 6.3.3, Operating Methodology, and Section 6.3.4 - Cost Effectiveness.* All required Exhibits, Forms, and Reports listed in Section 13 - Exhibits, Section 14 - Proposal Forms, and Section 15 - Attachments shall also be included in proposal responses. All responses shall not exceed two-hundred (200) single-sided, or

one-hundred (100) double-sided, pages of content, exclusive of cover, dividers, resumes, and other requirements.

The proposal shall be in PDF format and submitted in four (4) parts:

Part 1 – Proposal

O All documentation requested in *Sections 5.1.1 – 5.1.7, Section 6.3 - Evaluation Criteria*, and *Section 14 - Proposal Forms* shall be submitted together as Part 1 of the Proposal. Part 1 of the proposal shall include a table of contents and numbered pages for ease of review by the evaluation committee. Emphasis should be placed upon completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. The file name shall contain the Proposer's company name, RAMP ID # (Opportunity Number), Request for Proposals Opportunity Title, and Part 1 (e.g., CompanyName RAMP216747 NorthRegionTransitServices Part1).

• Part 2 – Mandatory City Contracting Requirements

O All City Contracting Requirements specified within Section 5.1.8 - City Contracting Requirements and Attachment A - Mandatory City Contracting Requirements (July 2024), attached hereto and incorporated herein, (other than those submitted through RAMP) shall be submitted in a separate PDF document as Part 2. The file name shall contain the Proposer's company name, RAMP ID # (Opportunity Number), Request for Proposals Opportunity Title, and Part 2 (e.g., CompanyName_RAMP216747_NorthRegionTransitServices_Part2).

• Part 3 - Mandatory FTA Contracting Requirements

O All FTA Contracting Requirements specified in *Attachment B - Federal Transit Administration (FTA) Contractual Provisions*, attached hereto and incorporated herein, (other than those submitted directly to FTA) shall be submitted in a separate PDF document as Part 3. The file name shall contain the Proposer's company name, RAMP ID # (Opportunity Number), Request for Proposals Opportunity Title, and Part 3 (e.g., CompanyName_RAMP216747_NorthRegionTransitServices_Part3).

• Part 4 – Financial Background Statement

 All details required under Section 5.1.9 - Financial Background shall be submitted in a separate PDF document as Part 4. The file name shall contain the Proposer's company name, RAMP ID # (Opportunity Number), Request for Proposals Opportunity Title, and Part 4 (e.g., CompanyName_RAMP216747_NorthRegionTransitServices_Part4).

For reference, and to assist in preparing all four (4) Parts of the Proposer's response to this RFP, three (3) checklists are included in this RFP, attached hereto and incorporated herein: Attachment A - Mandatory City Contracting Requirements (July 2024), City Contracting Requirements Checklist; Attachment B -

Federal Transit Administration (FTA) Contractual Provisions, FTA Requirements Checklist; and, Exhibit 1 - Proposal Requirements Checklist.

5.3 Mandatory, Virtual Pre-Proposal Conference

The <u>mandatory</u>, virtual Pre-Proposal Conference will be held to clarify the contents of this RFP, the Scope of Work, the RFP process, and requested services. The mandatory, virtual Pre-Proposal Conference will be conducted via the Zoom Platform, on Thursday, July 17, 2025, at 10:00 AM PST. Interested Proposers shall register for the Pre-Proposal Conference, using the following link, no later than Wednesday, July 16, 2025, at 5:00 p.m. PST.

https://us02web.zoom.us/webinar/register/WN_DrCCDGDhTwiS0ok_K9giFA

Prospective respondents who fail to attend or meet the following mandatory attendance requirements for this conference will not be eligible to submit a response to this RFP:

- Attendance is mandatory
- Attendees who are more than fifteen (15) minutes late from the scheduled start time of the conference will not receive attendance credit
- At least one (1) representative from each proposer's company shall be present and remain logged into the conference until the conference is officially concluded by the LADOT.

5.4 RFP Addenda/Clarifications

Proposers shall submit written inquiries or requests for clarification, interpretation, or corrections of any discrepancies or omissions regarding this RFP via Google Form, at: https://forms.gle/y1FxQcs67CzPY7M6A, by Thursday, July 31, 2025, at 5:00 p.m. PST. Questions received after the deadline will remain unanswered.

LADOT will answer all questions from proposers or announce any revisions to the RFP on the RAMP website, https://www.rampla.org/s/, in the RFP Opportunity Listing, through written Addenda. No individual responses will be given.

The Proposer shall acknowledge the addendum/addenda by printing and signing the addendum/addenda and including the document(s) in the appendix of the proposal. Proposals that fail to acknowledge receipt of any written addendum or addenda may result in the rejection of the proposal as non-responsive.

Questions related to RAMP or BIP Outreach shall be directed towards https://www.rampla.org/s/support.

5.5 Acceptance of Terms and Conditions

Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP unless otherwise expressly stated in the Proposal.

5.6 Proposal Conditions and Limitations

Proposals that set forth conditions or limitations different from those set forth in the RFP may be considered non-responsive and rejected.

5.7 Conference During the Proposal Period

After the expiration of the time to submit proposals and continuing until a contract has been awarded, all City personnel involved in the project are directed <u>NOT</u> to hold any meetings, conferences, or technical discussions with any Proposer except as provided in this Section. Proposers shall not communicate in any manner with City personnel regarding the RFP or the proposals during this period of time unless authorized, in writing, by the Evaluation Committee. Failure to comply with this requirement will automatically terminate further consideration of that bidder's proposal.

5.8 Terms of Withdrawal

Proposers may withdraw their proposal provided a request is submitted in writing and received before the deadline. A written request to withdraw, signed by an authorized representative of the Proposer, must be submitted to LADOT Headquarters at 100 South Main Street, 10th Floor, Los Angeles, California 90012, with a copy emailed to lindsey.estes@lacity.org and ladot.transitcontracts@lacity.org to ensure timely receipt. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the specified submission deadline.

After the Proposal's due date/time, no Proposer may withdraw their proposal. A Proposer will not be released on account of errors in its proposal. All proposals shall be firm offers and may not be withdrawn for a period of three hundred sixty-five (365) calendar days following the deadline date for submission of proposals noted herein.

5.9 Execution of Proposals

If the proposal is submitted by a joint venture, then both firms must sign the proposal in the name of the joint venture. If the Proposer is a corporation, the proposal must be signed on behalf of the corporation by two authorized officers (a Chairman of the Board, President or Vice President and Secretary, Treasurer or Chief Financial Officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. If the Proposer is a partnership, the proposal must be signed in the name of the partnership by a general partner thereof.

5.10 Disposition of Proposals

All proposals submitted in response to this RFP will become the property of the City and will be a matter of public record. Proposers shall identify, in writing, all copyrighted material, trade secrets or other proprietary information that it claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.).

Any Proposer claiming such an exemption shall identify the specific provision of the Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption shall also state in its proposal that the proposer agrees to defend, indemnify, and hold harmless the City, and its Officers and employees,

from any action brought against the City for its refusal to disclose such material, trade secrets, and other proprietary information to any party making a request therefor. Any Proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act.

5.11 Limitations

Notwithstanding any other provisions of this RFP, the City reserves the right to reject all proposals and to waive any informality in a proposal when to do so would be to the advantage of the City or its taxpayers.

The Proposer understands and agrees that the City shall have no financial responsibility for any costs incurred by the Proposer in responding to this RFP.

The City of Los Angeles Administrative Code, Division 10, Chapter 1, Article 2, Section 10.15 (d) requires that every proposal, bid, or offer shall have thereon or attached thereto the affidavit of the bidder indicating that: such proposal is genuine, not sham or collusive, nor made in the interest of any person not therein named; that the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a sham bid or to refrain from proposing; and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer. Any proposal made without such affidavit, or found to be in violation thereof, shall not be considered (Reference Attachment A - Mandatory City Contracting Requirements (July 2024), City Contracting Requirements Checklist, Section I.D. - Non-Collusion Affidavit).

The selected Proposer shall stipulate that in any action related to the awarded contract, the venue shall be in the County of Los Angeles, State of California.

6. EVALUATION AND SELECTION PROCESS

6.1 Mandatory Requirements

All proposals will be reviewed by the City to determine if the proposals contain the minimum essential requirements outlined in this RFP, including instructions governing submission and format, compliance with Mandatory City Contracting Requirements, including the outreach requirements of the Business Inclusion Program (BIP) (Refer to Attachment A - Mandatory City Contracting Requirements (July 2024), City Contracting Requirements Checklist, Section I.A. - Business Inclusion Program (BIP) - Schedule A), and the FTA Requirements (Refer to Attachment B - Federal Transit Administration (FTA) Contractual Provisions, FTA Requirements Checklist). Those Proposals deemed non-responsive will be notified in writing.

LADOT reserves the right to ask Respondents to cure non-material deficiencies in their Proposal; non-material deficiencies that are cured shall not be the basis of a proposal being deemed non-responsive.

6.2 Evaluation Committee

Evaluation of the proposals will be made by an Evaluation Committee that will consist of at least three members appointed by LADOT.

The Evaluation Committee will rank all responsive proposals with respect to the guidelines described in *Section 6.3 - Evaluation Criteria*. The successful and most qualified Proposer(s) will be named and selected after all the proposals, as-needed oral interviews, and as-needed presentations are completed and evaluated by the Evaluation Committee. The Evaluation Committee will prepare a report for the General Manager of LADOT that includes the information that was utilized to evaluate all proposals and the explanation for the recommended selection of the most qualified Proposer(s), which will be forwarded to the Mayor and City Council for approval.

6.3 Evaluation Criteria

The Evaluation Committee will use the evaluation criteria below to examine the submitted proposal(s).

Proposers are reminded that this is a best-value procurement. This is not a low-bid procurement. The cost proposal is only one consideration in the evaluation process. LADOT is interested in cost-effectiveness and will evaluate proposed costs in relation to the quality and level of service to be provided. The qualifications of the Proposer, proposed staff, and the proposed operating plan and methodology will all be considered during the evaluation of the proposal(s).

Written proposals from responsive Proposers will be evaluated and awarded points using the criteria described in Sections 6.3.1 through 6.3.4. A maximum of one hundred (100) points will be awarded to the written proposal. The written proposal score excludes any bonus points as described below, in Section 6.6 - Local Business Preference Program Ordinance, and Section 6.7 - California Labor Code for Public Transit Service Contracts. The Total Final Evaluation Score Proposers can earn for this RFP, including the Total Written Proposal Score and potential bonus points, is up to one hundred eighteen (118) points.

Proposers who have received certification (including provisional certification) as a Local Business Entity (LBE) under the Local Business Preference Program (LBPP) Ordinance will be entitled to earn up to eight (8) percentage bonus points or Proposers that subcontract with a company that is certified as a LBE will receive up to five (5) percentage bonus points. Proposers may not qualify in both categories mentioned above. Proposers that are certified as a LBE and propose to work with a subcontractor that is certified as a LBE will be awarded up to eight (8) percentage bonus points only. Refer to Attachment A - Mandatory City Contracting Requirements (July 2024), Request for Proposals (RFP) City Contracting Requirements, Section II.M. - Local Business Preference Program (LBPP), attached hereto and incorporated herein. If the proposer is certified in either LBE category, the eight (8) percentage points or five (5) percentage points shall be added to the Proposer's Total Written Proposal Score.

This RFP is subject to California Labor Code Sections for Public Transit Service Contracts, Sections 1070 through 1074. As defined in California Labor Code Section 1072 (a), a bidder shall declare as part of the bid for a service contract whether or not they will retain the employees of the prior contractor or subcontractor for a period of not less than ninety (90) days. California Labor Code Section 1072 (b) an awarding authority (LADOT) letting a service contract out to bid shall give a ten (10) percent preference to any bidder who agrees to retain the employees of the prior contractor or subcontractor. Per California

Labor Code Section 1071 (d), "employee" means any person who works for a contractor or subcontractor under a contract. "Employee" does not include an executive, administrative, or professional employee exempt from the payment of overtime compensation. If the Proposer complies with the California Labor Code Sections for Public Transit Service Contracts Sections 1070 through 1074, the ten (10) percentage points shall be added to the Proposer's Total Written Proposal Score.

The City of Los Angeles Service Contract Workers' Retention Ordinance (SCWRO) requires that the successor contractor of similar contracts offer and retain all prior contractor's and subcontractors' employees that the SCWRO covers for a 90-day period. Thus, if a Proposer declares to retain all other employees not covered by the SCWRO (except executive, administrative, or professional employees exempt from payment of overtime compensation) shall be entitled to the ten (10) percentage points as specified under California Labor Code Sections 1070 through 1074.

The Evaluation Committee will score and rank all responsive proposals according to the following evaluation criteria and may conduct interviews with each responsive Proposer.

Section	Evaluation Criteria	Points Possible
6.3.1	Qualifications of Proposer	15 Points
6.3.2	Qualifications of Proposed Staff	30 Points
6.3.3	Operating Methodology	15 Points
6.3.4	Cost-Effectiveness	40 Points
	100 Points	
6.6	Local Business Preference Program Ordinance*	
0,5	Local Business Preference* (8% of Total Written Proposal Score)	Up to 8 Points
-or-	Local Subcontractor Preference* (5% of Total Written Proposal Score)	Up to 5 Points
6.7	California Labor Code for Public Transit Service Contracts** (10% of Total Written Proposal Score)	Up to 10 Points
	Up to 118 Points	

^{*} Additional points will be added to the Proposers Total Written Proposal Score. Proposers may only qualify to receive Local Business Preference Program bonus points under one of the two LBPP categories. Refer to Section 6.6 – Local Business Preference Program Ordinance

Details for each evaluation criterion are provided in the following Sections.

^{**} Additional points will be added to the Proposers Total Written Proposal Score Refer to Section 6.7 California Labor Code for Public Transit Service Contracts.

6.3.1 Qualifications of Proposer (15 points)

Each Proposer shall demonstrate past and present ability to fulfill the requirements established by this RFP. Each Proposer must provide detailed information demonstrating an ability to perform the necessary services with specific reference to the activities noted in *Section 4 - Scope of Work*. Refer to *Section 5.1.4 - Proposer Qualifications* for further information and instructions related to the required documentation proposers shall provide to demonstrate the qualification described within this RFP.

Proposers shall provide thorough answers to the following list of questions. The responses to these questions will be included in the City's evaluation of the Proposer. <u>In your proposal, please restate the question followed by your response.</u>

Questions - Section 6.3.1 Qualifications of Proposer

- a) What is the general character of work performed by your firm?
- b) Prior to pursuing a service contract, what research did your firm do regarding the area to be served? Please describe your knowledge of the service area associated with this project.
- c) What performance standards have your firm established for its contract operations? What goals have been set, and what has been attained? Include specific examples.
- d) Many firms have adopted a profile for the managers they hire. Does your firm have such a profile? Explain.
- e) How is the performance of your managers and other contract management personnel evaluated?
- f) How many years of experience does your firm have in operating transit and paratransit services similar to those described in this RFP?
- g) Which alternative fuel systems has your company had experience with? Of these fuel systems, which do you prefer? Discuss any specific experience operating CNG and electric vehicles.
- h) Does your firm have established relationships with bus manufacturers and other suppliers to the public transit industry?
- i) What is your firm's experience establishing and reporting a Management Information System (MIS), including Federal Transit Administration-National Transit Database (FTA-NTD) sampling and reporting? Discuss in detail.
- j) Has your firm ever failed a California Highway Patrol (CHP) Facility inspection? If so, describe the circumstances and the actions taken to address the issue(s). Please provide photocopies of the

- last three (3) CHP inspections at all existing facilities in California, including all pages of the complete report and the summary page.
- k) What are your firm's policies and procedures relating to operator safety and adherence? What is your plan to address preventable accidents? Explain. How do you propose to enforce compliance with such policies and procedures? Explain.
- I) Describe your firm's policies regarding Homeland Security. Please provide examples of actions taken to minimize the risk of terrorist acts and the firm's policy and procedures for responding in the event of a terrorist act, if any.
- m) Provide any additional information regarding your firm to assist the City in better evaluating your firm.

6.3.2 Qualifications of Proposed Staff (30 points)

The City will evaluate the proposed staff's experience, education, and background as provided in the Proposer's responses to this Section. Refer to *Section 5.1.6 - Staffing and Organization* for further information and instructions related to the required documentation proposers shall provide to demonstrate the qualification described within this RFP. At a minimum, Proposers shall include detailed descriptions for all required and key project personnel, as described in *Section 4.18 - Management and Personnel Requirements*.

The Evaluation Committee will score the Qualifications of Proposed Staff according to the following evaluation criteria.

Possible Points	Position Category	Evaluation Consideration
10 Points	Management and Supervision	Prior experience, ratio of Road Supervisors to routes overseen
10 Points	Drivers and Mechanics	Training, retention methods, and industry prevailing wages
10 Points	Project Staffing	Quality and sufficient quantity of labor force to efficiently perform the work outlined in this RFP
30 Points	nts TOTAL POINTS POSSIBLE - QUALIFICATIONS OF PROPOSED STAFF	

In addition to the requirements listed above, Proposers shall provide thorough answers to the following list of questions. The responses to these questions will be included in the City's evaluation of the Proposer. In your proposal, please restate the question followed by your response.

<u>Questions - Section 6.3.2 Qualifications of Proposed Staff</u>

- a) Two (2) General Managers are required for this project. Who will be the General Managers for this project? Did the General Managers agree to a two (2) year commitment to this project? Explain their background, experience, and include their resumes.
- b) What are the tasks to be assigned to the General Managers of this project, and the percentage of time that will be devoted to those tasks?
- c) Four (4) Operations Managers are required for this project. Who will be the Operations Manager(s)? Explain each person's background, experience, and include resumes.
- d) What are the tasks to be assigned to the Operations Manager(s) of this project, and the percentages of time that will be devoted to those tasks?
- e) A Facility Coordinator is required for this project. Who will be the Facility Coordinator for this project? Explain this person's background, experience, and include a resume.
- f) What are the tasks to be assigned to the Facility Coordinator of this project? Explain.
- g) A Fixed Route Technology Manager is required for this project. Who will be the Fixed Route Technology Manager for this project? Explain this person's background, experience, and include their resume.
- h) What are the tasks to be assigned to the Fixed Route Technology Manager of this project? Explain.
- i) A Cityride Data Manager is required for this project. Who will be the Cityride Data Manager for this project? Explain this person's background, experience, and include their resume.
- j) What are the tasks to be assigned to the Cityride Data Manager of this project? Explain.
- k) Four (4) NTD Data Managers are required for this project. Who will be the Data Managers of this project? Explain each person's background, experience, and include their resumes.
- I) What are the tasks to be assigned to the NTD Data Manager(s) of this project? Explain.
- m) Two (2) Safety and Training Managers are required for this project. Who will be the Safety and Training Managers of this project? Explain their background, experience, and include their resumes.
- n) What are the tasks to be assigned to the Safety and Training Managers of this project? Explain.

- o) Who will be the Trainers for this project? Explain their respective backgrounds, experience, and include their resumes. Proposers can provide a minimum job requirement in lieu of resumes.
- p) What are the tasks to be assigned to the Trainers of this project, and what are the percentages of time the Trainers will dedicate to these tasks?
- q) A Maintenance Manager is required for this project. It is preferred that the Maintenance Manager have experience with electric vehicles. Please include any experience with electric vehicles in your response. Who will be the Maintenance Manager for this project? Explain this person's background, experience, and include their resume.
- r) What are the tasks to be assigned to the Maintenance Manager of this project? Explain.
- s) An on-site Assistant Maintenance Manager(s)/Lead Mechanic(s) is required for this project. Who will be the Assistant Maintenance Manager(s)/Lead Mechanic(s) of this project? Explain their background, experience, and include their resume(s).
- t) What are the tasks to be assigned to the Assistant Maintenance Manager(s)/Lead Mechanic(s) of this project? Explain.
- u) List the number of drivers, mechanics, dispatchers, on-time monitors, field supervisors, parts clerks, janitorial staff, etc., that you are proposing to assign to this project. The list must indicate the number of employees in each relevant classification (i.e., A-level mechanics, B-level mechanics, mechanic helpers, bus washers, security guards, etc.) and their certifications/qualifications.
- v) Proposers are to list the position and number of employees in each relevant classification that will be subcontracted for this project and the subcontractor's minimum qualification for the positions proposed, if any.

6.3.3 Operating Methodology (15 points)

Proposers must include a technical proposal describing the Proposer's method and resources to perform the work described in this RFP. This section should describe how the Proposer would make effective use of personnel to ensure quality service delivery. The Proposer should discuss, in as much detail as possible, its proposed operational programs, including but not limited to the following: driver hiring, training and evaluation; on-street supervision; drug testing policy; preventive maintenance plan; documentation and maintenance of project records; response to vehicle breakdowns; onboard security; and maintenance of the assigned Transit Maintenance Facility.

Proposers shall provide thorough answers to the following list of questions. The responses to these questions will be included in the City's evaluation of the Proposer. In addition, the responses to the

questions will be incorporated into and made a part of the contract. <u>In your proposal, please restate the guestion followed by your response.</u>

Questions - Section 6.3.3 Operating Methodology

- a) What are your firm's operating and maintenance procedures to ensure service quality and help prevent service-related problems? How will the performance of drivers, mechanics, and other Contractor and/or subcontractor personnel be monitored and evaluated? How will your firm conduct on-going independent random spot checks to evaluate service quality, on-time performance of preventive maintenance inspections, and the quality of the preventive maintenance service? How do you intend to report the results to the City?
- b) What are the staffing assumptions to fuel the vehicles? What are your fueling procedures in case of fueling equipment breakdowns or power outages?
- c) What is your firm's field supervision program? What will be the performance and functions of all supervisory personnel? How would you deploy the supervisors, and what would their field duties be?
- d) What will be the proposed hours of operation of the maintenance facility (sub-divided by weekdays, weekends, mornings, and evenings)? How many maintenance personnel will there be at this facility? How many maintenance personnel will there be for this project during the hours of operation, and what would be their classification(s) (i.e., Maintenance Manager, A-Level mechanic, parts clerk, etc.)?
- e) How many support vehicles will your firm provide for this project? Please differentiate between field supervisory vehicles and lunch relief vehicles. Describe the type, age, and mileage of all the vehicles. The support vehicles assigned to supervisory personnel shall be wheelchair accessible.
- f) How do you plan to attract and maintain a quality and experienced workforce for this project? What would be the salary range(s)? What would be the hourly rates and benefits packages for each position (broken down by drivers, mechanics, supervisors, etc., by year of the contract)? Will these salary and benefits packages be reviewed and updated?
- g) What is your firm's plan for driver and mechanic hiring, training, and evaluation? An in-house driver-training program is required by LADOT, where new driver candidates can be trained to receive their California Class B driver's licenses and required endorsements to operate vehicles. What are your firm's plans to meet the guidelines for driver training, hiring, and evaluation? The City strongly encourages the Contractor to institute an Attendance and Safety Incentive Program for the employees of this Project. Proposers are to note that proposals submitted that include bonus/incentive programs for attendance and safety will be weighed more favorably.

- h) The City strongly encourages the Contractor to institute a retention reward program, particularly for vehicle operators. Proposers are to note that proposals submitted that include staff retention will be weighed more favorably. What is your firm's Vehicle Operator Retention Plan? Please describe in detail.
- i) How do you plan to meet LADOT's extensive reporting requirements? How do you plan to meet reporting of FTA-NTD information, drug and alcohol testing, security reporting, and other required operating and maintenance data?
- j) What are your firm's procedures to be used in the collection, accounting of fares, and reporting, including farebox dumping and accounting practices, security of the dump area, overnight storage of funds, key controls, alarm systems, etc.?
- k) What is your firm's proposed drug and alcohol testing policy?
- I) How will your firm ensure the maintenance of communication equipment? Communication between buses in service and dispatchers shall be maintained at all times. What is your firm's contingency plan in case of theft of the communications equipment, and what would be your field coverage if a communication breakdown occurs while a bus is in revenue service?
- m) What is your firm's plan regarding preventive maintenance of revenue vehicles? Is your proposed preventive maintenance program in compliance with the manufacturer and industry's best practices standard? Explain.
- n) What are your firm's engine and transmission rebuild plans? How many engine and transmission rebuilds does your firm propose to perform annually for the proposed service?
- o) Does your firm have any existing labor contract provisions that may restrict Contractor performance and/or Contractor compliance?
- p) What is your firm's experience with labor agreements and Memorandums of Understanding (MOUs)? Please cite specific examples and give pertinent information regarding the dispute(s); describe how you handled the dispute. Was there a call for a work stoppage? How did your firm handle the situation? How was service met? If there was no work stoppage, how do you propose to handle such an issue if a work stoppage was called by the union?
- q) How does your firm intend to manage on-time performance with vehicle bunching, breakdowns, congestion, etc.?

- r) What is your firm's experience with electronic vehicle and route management systems as well as automated passenger counter systems? How would the proposed route management system be used to manage the services?
- s) What is your firm's experience with the maintenance of electronic destination signs and stop annunciation systems? Please explain.
- t) What are your firm's operational and preventive maintenance practices to help prevent bus fires? Discuss. LADOT is concerned about minimizing the risk associated with bus fires on the City's transit vehicles.
- u) What is your proposed Safety and Security Plan? Explain in detail.
- v) If the proposal involves a joint venture of partnership between two or more firms, what is the role of each firm in terms of the provision of services as part of the RFP? How will a joint venture or partnership enhance the quality of service provided?
- w) What is your transition plan between the time that the new contract is awarded and the first day of service? Explain how you plan to address issues such as driver training, etc., when City vehicles are not available?
- x) What is your firm's experience with electric/zero-emission bus technology and maintenance? Explain.
- y) The City insists that all vehicle operators comply with 49 CFR §395.5 Maximum driving time for passenger-carrying vehicles. What policies does your firm have to ensure that the vehicle operators are not exceeding allowable driving time of a passenger-carrying vehicle by driving for a Transportation Network Company (TNC) or any other company during their off time?
- z) If the City decides to use On-Board Security, what are your firm's policies regarding this job position duties?

6.3.4 Cost-Effectiveness (40 points)

The City is interested in cost-effectiveness rather than a low-bid procurement and will evaluate proposed costs in relation to the quality and level of service to be provided. The qualifications of the Proposer and proposed staff and the proposed operating methodology will all be considered along with the proposed cost component in the evaluation of cost-effectiveness. All Cost Proposals quoted shall be firm offers and may not be withdrawn for a period of three hundred sixty-five (365) calendar days following the deadline date for submission of proposals noted herein, refer to *Section 5.8 - Terms of Withdrawal* for additional information.

All costs of this RFP shall be submitted on the appropriate Proposal Forms and included in the Proposal Section titled, "Proposed Costs." These Proposal Forms are to be formatted as shown. To ensure a standardized basis for the comparison of various costs, the proposed costs must be specified in accordance with Proposal Forms C-5 through C-12. Refer to Section 5.1.7 - Best Value Proposal for additional information.

The proposed costs, as provided in these Proposal Forms, will be evaluated as the Proposers' most favorable terms and conditions. In evaluating the proposals, the City may communicate with one or more of the Proposers for the purpose of obtaining additional clarifying information. In submitting additional information, a Proposer is not permitted to embellish or change the original cost proposal unless so directed by the City.

6.4 Oral Interview

Proposers may be required to make oral presentations to the Evaluation Committee and should be prepared to have key management personnel available for these interviews. Interviews will be conducted virtually. LADOT will provide all proposers at least five (5) days advance notification should interviews become a requisite of the evaluation of proposals. LADOT reserves the right to schedule more than one interview if the City determines that doing so will improve the Committee's understanding of a respondent's proposal.

6.5 Evaluation and Forced Ranking

Each Evaluation Committee member shall rank all respondents from highest to lowest based on the final scores they gave to each respondent. In the event of a tie in points, the Evaluation Committee member shall still rank the respondents. Equal rankings shall not be allowed. Each Evaluation Committee member shall turn in their final scores and summarize the ranking. If a consensus ranking is achieved (i.e. all Evaluation Committee members rank the same respondent first), then the Chair shall convene the Evaluation Committee to discuss the strengths and weaknesses of each respondent. After the discussion, each Evaluation Committee member shall privately re-rank all respondents and turn in the rankings to the Chair. If a consensus ranking is achieved then the highest ranked respondent shall be recommended. If a consensus is not achieved, then respondents with the highest ranking average rank (with each Evaluation Committee member's ranking weighed equally) shall be recommended. In the event of a tie, the Chair shall recommend the preferred respondent from among the tied respondents and shall document in writing the reason for the decision. The Chair shall present the Evaluation Committee's recommendation to the General Manager. The General Manager is the final decision maker at LADOT and will submit the Department's recommendation to the Mayor and City Council.

Note that scores only will be used for purposes of forced ranking by each Evaluation Committee member. Under no circumstances will the sum of final scores, average of final scores, or any other methodology involving the final scores be used to select the recommended respondent.

6.6 Local Business Preference Program Ordinance

Proposers are advised that any proposal submitted and contract awarded from this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.25, Local

Business Preference Program (LBPP) Ordinance. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County. The LBPP Ordinance allows the Department to apply additional points to the Proposal's final score under certain conditions.

If applicable, proposers may choose to complete and upload the LBPP Application/Renewal Form available on the RAMP at www.RAMPLA.org before the Proposal Submission Deadline. The City may request supporting documentation to verify qualification for designation as a Local Business. Only those proposers who apply and qualify for a Local Business designation (or otherwise qualify by using a qualified Local Subcontractor) by the RFP due date will be eligible for additional points that can be awarded under the ordinance.

Proposers seeking additional information regarding the requirements and application of the LBPP Ordinance may visit the Bureau of Contract Administration's website at http://bca.lacity.org or refer to the Standard Provisions for City Contracts (Rev.1/25 [v.2]), PSC-35 Local Business Preference Ordinance, in Attachment A - Mandatory City Contracting Requirements (July 2024), attached hereto and incorporated herein.

6.7 California Labor Code for Public Transit Service Contracts

California Labor Code Chapter 4.6 - Public Transit Service Contracts, Sections 1070 to 1074, state that if a bidder, as part of the bid for a public transit service contract, follows all provisions of these California Labor Code Sections and declares that they will retain all employees of the prior contractor or subcontractor for a period of not less than 90 days, allows the awarding authority the ability to add up to a ten percent (10%) score incentive to the total evaluation points of the bidder's proposal score, which is equivalent to up to 10 points (based upon a maximum 100 total evaluation points). However, per Labor Code 1071(d), "employees" do not include executive, administrative, or professional employees exempt from the payment of overtime compensation.

The Los Angeles Administrative Code Section 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO) requires a successor contractor and its subcontractors to provide employment offers and retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least 12 months. A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

Thus, if a Proposer declares to retain all employees covered by the SCWRO (Refer to Section J - Living Wage Ordinance and Service Contractor Worker Retention Ordinance of Attachment A - Mandatory City Contracting Requirements (July 2024), attached hereto and incorporated herein), they shall be entitled to ten percent (10%) score incentive to the total evaluation points of the bidder's proposal score.

7. TERMS OF THE

CONTRACT

Subject to the approval of the Mayor and Los Angeles City Council, and subject to the approval of the City Attorney as to form and legality, the City intends to enter into a contract with one (1) Proposer. The selected Proposer shall be required to enter into a written contract with the City for a five-year (5-year) term contract with the option of two (2) one-year (1-year) contract extensions, for a total contract term of seven (7) years. The City anticipates the contract resulting from this RFP to commence on April 30, 2026. The contract Agreement shall be in effect for five-years (5-years), from April 30, 2026 through April 29, 2031. Should LADOT choose to exercise the two (2) one-year (1-year) options to extend the contract term, the option years will be in effect April 30, 2031, through April 29, 2032 and April 30, 2032, through April 29, 2033. The terms of this contract as described in this paragraph will ensure continuity of services for a period of time that includes several high-profile events, such as the 2026 FIFA World Cup, the 2027 Super Bowl, and the 2028 Olympic Games.

This RFP, all associated addenda, and the submitted proposal(s), or any part thereof, shall be incorporated by reference in the final contract. However, LADOT reserves the right to further negotiate the terms and conditions of the Contract with the selected Proposer. In the event of any conflict, the terms of the Contract shall prevail unless expressly stated otherwise.

The City's obligations under this RFP and any subsequent contracts are contingent upon the City's ability to obtain the funds from the funding agencies and/or the availability of City funds to finance the cost of these services. The City reserves the right to delay the awarding of the Contract, terminate the Contract, modify the Scope of Work, and modify the term of the contract under this RFP, when to do so would be to the advantage of the City in response to an epidemic, pandemic, shelter-in-place orders, quarantines, government shutdowns, other emergency, whether a declared emergency or a non-declared emergency, and specialized events, such as the 2026 FIFA World Cup, the 2027 Super Bowl, and the 2028 Olympic Games.

All project findings, reports, data sets, documents, surveys, studies, drawings, maps, brochures, photographs, video footage, or any work produced by the Contractor as part of this RFP, all associated addenda, and the submitted proposals shall become the property of the City.

8. COMPENSATION

The City's obligations under this RFP are contingent upon the City's ability to obtain the funds from the funding agencies and/or the availability of City funds to finance the cost of these services.

The City shall pay the Contractor based on the costs contained in the submitted cost proposal, but not to exceed the budget approved by the City, for the complete and satisfactory performance of the terms and conditions of the Agreement for the period agreed upon. The contract ceiling for the contract will be determined by the awarded proposal and the final cost proposal.

The City shall maintain the right to assess performance penalties against the Contractor based on the Contractor's failure to meet the established standards, as defined in *Exhibit 3 - Service Performance Standards & Performance Penalties*.

Contractor Monthly Invoice: The Contractor shall submit claims for payment with documentation thereof in the form and number required by the City within the time specified by the City. These invoices shall be submitted by service type (Commuter Express, Community DASH, Cityride DAR, or LAnow) and shall be based on the hourly cost rates contained in the contract and the actual amount of service (revenue hours) operated in an amount not to exceed the annual maximum amount listed in the Proposal Forms C-11 - North Region Cost Components minus any assessed performance penalties. Refer to *Section 8.4 Monthly Invoices Submissions* for detailed information and instructions for submission of monthly invoices.

Line Item Costs: The City shall compensate the Contractor for the line item costs subject to review by the City. The Contractor shall include all required and supporting materials for each line-item cost.

Capital and Start-Up Expenses: The Contractor may request (invoice) capital and/or start-up expenses authorized by the City under the terms and conditions of the Contract resulting from this RFP and may receive payments if sufficient funds are available and deemed necessary by the City. Invoices for these one-time expenditures shall include written City authorization for the purchase or service and documentation supporting each expense.

8.1 Line Item Costs

The City shall compensate the Contractor for the line item costs, up to the not to exceed amounts established by the Contract, subject to review by the City. Supporting materials for each line item costs shall be included with the invoice submission.

<u>Line Item 45 - Revenue Vehicle Fuel and Charging Costs.</u> The City will reimburse the Contractor for the actual incurred fuel and charging costs, the \$0.01 Tax Liability charged per gallon, and the utility costs for the on-site fueling station for revenue service vehicles up to the maximum amount listed on Line Item 45 in the Proposal Form C-11 - North Region Cost Components, with documentation thereof in the form and number required by the City within the time specified by the City.

Line Item 46 – Year-by-Year Incremental Increase in Driver's Permits. The Contractor may invoice the City for the difference between the Driver's Permit Costs incurred during the term of the contract minus the following Driver Permit Rates: \$98/New Driver Permit Fee, \$107/Fingerprint Processing Fee, \$104/Driver Permit Renewal Fee, \$104/Early Driver Permit Renewal Fee, \$112/Replacement Driver Permit Fee, and \$9/Identification Badge up to the maximum annual amount listed on Line Item 46 in the Proposal Form C-11 - North Region Cost Components. The Contractor shall be responsible for coordinating with the City within the time specified by the City.

<u>Line Item 47 – As Needed Service Costs.</u> The Contractor shall not bill using this line item unless directed by LADOT's Transit Operations Section Head. As Needed Service Costs Line Item billing is reserved for

those services performed as directed by the City for specific additional service or items needed to enhance transit service as determined by LADOT's Transit Operations Section Head. These additional services include, but are not limited to, the transportation of individuals not registered in the Cityride DAR Program, emergency transportation services, special events, special limited-time routes or service, one-time or short-term special circumstances services, special transportation services during major events such as during the 2026 FIFA World Cup hosted in Los Angeles County or the Southern California Region, the 2027 Super Bowl, the 2028 Olympic Games, and the 2028 Paralympic Games, etc. The funds dedicated to this line item can only be used for items or services identified explicitly by LADOT's Transit Operations Section Head and only with prior authorization by LADOT's Transit Operations Section Head or LADOT's Chief of Transit Services. The Contractor shall submit invoices for these authorized services or items separately from the Monthly Invoice and within sixty (60) days of providing the services or items.

<u>Line Item 48 – Facility Utilities Costs.</u> The Contractor shall submit invoicing using this line item for the actual costs paid to LADWP for the Transit Maintenance Facility utilities (water, power, and sewer) and paid to the gas company for gas used to heat the Transit Maintenance Facility. The Contractor may receive payments up to the not to exceed maximum allowable amount listed on Line Item 48 in the Proposal Form C-11 - North Region Cost Components. The Contractor shall provide a copy of the monthly bills and any other supporting documentation to the City.

<u>Line Item 49 - As Needed Facility Costs.</u> The City included Line Item 49 -As Needed Facility Costs on the Proposal Form C-11 - North Region Cost Components. This line item was added in the instances the City may require facility repairs, upgrades, improvements, or other related construction to the City-Owned Facility(ies) during the Agreement term. This line item is intended for costs incurred from City authorized expenditures as outlined in *Sections 4.15.7.2 – Anticipated Sylmar Transit Maintenance Facility Repairs*, and *4.15.7.3 – LADOT's Obligations*. Invoices for these one-time expenditures shall include written City authorization for the purchase or service and documentation supporting each expense.

<u>Line Item 50 – As Needed Capital Costs.</u> The City included Line Item 50 - As Needed Capital Costs on the Proposal Form C-11 - North Region Cost Components. This line item was added for capital expenditures that may become necessary during the term of the contract. Capital expenditures may include, but are not limited to, vehicle system upgrades, new technologies the City decides to incorporate into the services, new maintenance test equipment, and newly mandated equipment, systems, or software. Invoices for these one-time expenditures shall include written City authorization for the purchase or service and documentation supporting each expense.

<u>Line Item 51 – Vehicle Leasing Costs.</u> The City included Line Item 51.A - Transit Vehicle Leasing Costs on the Proposal Form C-11 - North Region Cost Components. This line item was added in instances the City requires the Contractor to lease transit vehicles for use on this project or for a special short-term project similar to those services outlined during the term of the Agreement. The City will inform the Contractor, in writing, as to the type and quantity of the transit vehicles to be leased. The Contractors' operational costs of the leased vehicle will be reimbursed at the agreed-upon hourly rates as indicated in the original

service contract. The transit vehicle leasing costs will be invoiced under Line Item 51.A., which shall be included in the monthly invoice and be deducted from the as-needed service costs line-item costs. Refer to Section 4.17.4 - Contractor Leased Vehicle Requirements for more information.

The Contractor may submit invoices for Line Item 51.B. - Non-Service/Non-Revenue Vehicles Leasing Costs, in accordance with *Section 4.17.3 - Non-Service/Non-Revenue Vehicles*, for the reimbursement of vehicle the actual leasing expenses in an amount not to exceed the annual maximum as indicated on Line Item 51.B. - Non-Service/Non-Revenue Vehicle Leasing Costs on Proposal Form C-11 - North Region Cost Components.

<u>Line Item 52 – Facility Capital Costs.</u> The Contractor may submit invoices for Line Item 52 - Facility Capital Costs, in accordance with *Section 4.15.5 – Facility Administration Building Furnishing Requirements*, for the purchase of all building furnishings. Building furnishings may include, but are not limited to, office furniture, office computers, office supplies, conference room furniture, coin counters, vehicle operator recovery room furnishings, tables, chairs, refrigerator(s), coffee maker(s), microwave(s), etc. Invoices for these one-time expenditures shall include written City authorization for the purchase or service and documentation supporting each expense.

<u>Line Item 53 – Facility Maintenance Costs.</u> The Contractor may submit invoices for Line Item 53 - Facility Maintenance Costs, in accordance with *Sections 4.15.7.1 - Contractor's Obligations* and *4.15.8 - Facility Equipment Upgrades and Improvements*, when authorized by the City and under the terms of the resulting Agreement, if sufficient funds are available. Invoices for these one-time expenditures shall include written City authorization for the purchase or service and documentation supporting each expense.

<u>Line Item 54 - Additional Secured Parking Area and Security Costs.</u> In the event the construction project, indicated in *Section 4.15.2 - Anticipated Facility Electrification Upgrade*, causes the need for the Contractor to park fleet vehicles at another location, the Contractor may invoice the City using Line Item 54 - Additional Secured Parking Area and Security Costs for lease/rental costs of the parking area, fencing costs, and associated security costs.

<u>Line Item 55 - Non-Revenue Service Vehicle Fuel/Charging Costs.</u> The Contractor may invoice the City for the costs associated with fueling non-revenue service vehicles, such as maintenance trucks and road supervisor vehicles used solely for this project, and company vehicles assigned to upper management that are assigned to this project one hundred percent (100%) of their time. At no time will the City reimburse the Contractor for the fuel/charging costs of a personal vehicle or vehicles used for purposes other than described within this RFP and resulting Agreement.

<u>Line Item 56 - Paratransit Overflow Service Costs.</u> The Contractor shall submit invoicing using Line Item 56 - Paratransit Overflow Service Costs for the actual costs paid to the City-Franchised Taxicab companies subcontracted that provide the Paratransit Overflow Services, as outlined in the RFP and resulting Agreement. The City will reimburse the Contractor up to and not to exceed the maximum annual allowable

amount, as listed in the Proposal Form C-11 - North Region Cost Components, with documentation thereof in the form and number required by the City, within the time specified by the City.

<u>Line Item 57 - Hotspots, iPhones, and Laptop Costs.</u> The Contractor shall submit invoices for the Line Item 57 - Hotspots, iPhones, and Laptop Costs in accordance with *Section 4.14 - Mobile Hotspots, Apple iPhones, and Laptop Requirements* for those costs approved by the City. Invoices for the one-time capital expenditures shall include written City authorization for the purchase or service and documentation supporting each expense. Invoices for the annual or monthly service expenditures shall include with the first invoice written City authorization for the service plan, and include documentation supporting each expense.

<u>Line Item 58 - Additional Employee Parking.</u> In the event the construction project indicated in *Section 4.15.2 - Anticipated Facility Electrification Upgrade* or the storage of retained retired fleet vehicles (*Section 4.17.20*) results in the need for the Contractor to seek additional employee parking and with the City's authorization, the Contractor may invoice the City using Line Item 58 - Additional Employee Parking for lease/rental costs of the employee parking area, fencing costs, and associated security costs. Invoices shall include written City authorization and supporting documentation for each expense.

<u>Line Item 59 - Capital and Start-Up Expenses (Start-up Costs).</u> The Contractor may request and invoice capital and or start-up expenses, unless listed under another line-item contained in the Proposal Forms C-11 - North Region Cost Components and C-12 - North Region Cost Component Details, authorized by the City and under the terms and conditions of the awarded Contract. The City will reimburse the Contractor up to and not to exceed the maximum annual allowable amount, as listed in the Proposal Forms C-11 - North Region Cost Components and C-12 - North Region Cost Component Details, Line Item 59, with documentation thereof in the form and number required by the City. Invoices shall include written City authorization and supporting documentation for each expense.

<u>Line Item 60 - On-Board Security Costs.</u> In the event that the City decides to use Contractor on-board security, the City will authorize either the use of Road Supervisors or require Security Guards to provide on-board security of the North Region Services. If the City exercises this obligation during the term of the Contract, the City will reimburse the Contractor up to and not to exceed the maximum annual allowable amount, as listed in the Proposal Forms C-11 - North Region Cost Components and C-12 - North Region Cost Component Details, under Line Item 60.A - Security Guards or Line Item 60.B - Road Supervisors, in accordance with the City's manning choice. Invoices shall include documentation supporting all expenditures.

<u>Line Item 61 - Increase in Number of Assigned Revenue Service Fleet Vehicles.</u> In the event that the City assigns a greater ratio of new vehicles to retired vehicles, more than a 1:1 ratio, up to but not to exceed an additional fifty-five (55) new vehicles, the Contractor may invoice the City the actual associated costs for the storage, maintenance, and additional staff required for the upkeep of the additional vehicles using Line Item 61.A, 61.B, or 61.C based on the actual number of assigned revenue service vehicles over the

initial one-hundred twenty-nine (129) revenue service vehicles assigned. The City will reimburse the Contractor up to and not to exceed the maximum allowable amount, as listed in the Proposal Form C-11 - North Region Cost Components, Line Item 61. Invoices shall include documentation supporting all expenditures.

Line Item 62 - Vehicle Retention Costs. In the event that the City requires the Contractor to retain vehicles that the City has declared as retired, whether or not the retained vehicles are later returned to revenue service, the Contractor may invoice the City, using Line Item 62 - Vehicle Retention Costs, for the costs incurred for the storage, maintenance, and additional staff required to maintain the retention fleet vehicles in accordance with LADOT's Vehicle Maintenance Standards, as described in Attachment D - City-Owned Fleet Vehicle Maintenance Standards & Requirements, attached hereto and incorporated herein. The City will reimburse the Contractor up to and not to exceed the maximum annual allowable amount, as listed in the Proposal Form C-11 - North Region Cost Components, Line Item 62, and based on the vehicles model year, make, and number of vehicles retained for each category as listed in Line Item 62.A, 62.B, 62.C, 62.D, 62.E, 62.F, 62.G, and 62.H. Invoices shall include documentation supporting all expenditures.

Line Item 63 - Contingency Fuel Costs for Retention Vehicles. In the event the City requires the Contractor to use the retired fleet vehicles for revenue service, the Contractor may invoice the City for the actual fuel costs associated with the revenue service of the retention fleet vehicles using Line Item 63 - Contingency Fuel Costs for Retention Vehicles. The Contractor may also invoice the City for the actual fuel costs associated with maintaining the retention vehicles (maintenance necessary road tests and vehicle movement necessary to keep vehicles in service ready condition) in accordance with LADOT's Vehicle Maintenance Standards, as described in Attachment D - City-Owned Fleet Vehicle Maintenance Standards & Requirements, using Line Item 63. Invoices shall include a copy of the City's authorization to use the retention fleet vehicles for revenue service, or if not used in revenue service, a statement from the Contractor indicating costs are related to vehicle maintenance, and documentation supporting all expenditures. The City will reimburse the Contractor up to and not to exceed the maximum allowable amount, as listed in the Proposal Form C-11 - North Region Cost Components, Line Item 63 - Contingency Fuel Costs for Retention Vehicles. Invoices shall include documentation supporting all expenditures.

Line Item 64 - Hourly Rate Adjustments - Commuter Express Transit Service. Hourly Rate Adjustments are triggered when the City, in writing, removes a service route/line, adds new service route/line not included in the Scope of Work, stops or transfers the operation of a service or route, adds a new service, or modifies the revenue service hours of existing routes/lines to the extent of reducing or increasing the number of allowable revenue service hours indicated on Line Item 10, in the Proposal Form C-11 - North Region Cost Components, by at least ten percent (10%) from the initial contracted annual maximum allowable annual revenue service hours. The Contractors failure to provide service will not result in the activation of an Hourly Rate Adjustment.

The Contractor shall, with written City notification of a revenue service hour reduction/increase of ten percent (10%) through up to thirty and one-tenth percent (30.1%) of annual revenue hours, as stated in the Proposal Form C-11 - North Region Cost Components, adjust the revenue service hour rate by the corresponding percentage hourly rate adjustment in the Proposal Form C-11 - North Region Cost Components, Line Item 64.

<u>Line Item 65 - Hourly Rate Adjustments - Community DASH Transit Service.</u> Hourly Rate Adjustments are triggered when the City, in writing, removes a service route/line, adds new service route/line not included in the Scope of Work, stops or transfers the operation of a service or route, adds a new service, or modifies the revenue service hours of existing routes/lines to the extent of reducing or increasing the number of allowable annual revenue service hours indicated on Line Item 21, in the Proposal Form C-11 - North Region Cost Components, by at least ten percent (10%) from the initial contracted annual maximum allowable revenue service hours. The Contractors failure to provide service will not result in the activation of an Hourly Rate Adjustment.

The Contractor shall, with written City notification of a revenue service hour reduction/increase of ten percent (10%) through up to thirty and one-tenth percent (30.1%) of annual revenue hours, as stated in the Proposal Form C-11 - North Region Cost Components, adjust the revenue service hour rate by the corresponding percentage hourly rate adjustment in the Proposal Form C-11 - North Region Cost Components, Line Item 65.

<u>Line Item 66 - Hourly Rate Adjustments - Cityride DAR Paratransit Service.</u> Hourly Rate Adjustments are triggered when the City, in writing, removes a service route/line, adds new service route/line not included in the Scope of Work, stops or transfers the operation of a service or route, adds a new service, or modifies the revenue service hours of existing routes/lines to the extent of reducing or increasing the number of allowable annual revenue service hours indicated on Line Item 32, in the Proposal Form C-11 - North Region Cost Components, by at least ten percent (10%) from the initial contracted annual maximum allowable revenue service hours. The Contractors failure to provide service will not result in the activation of an Hourly Rate Adjustment.

The Contractor shall, with written City notification of a revenue service hour reduction/increase of ten percent (10%) through up to thirty and one-tenth percent (30.1%) of annual revenue hours, as stated in the Proposal Form C-11 - North Region Cost Components, adjust the revenue service hour rate by the corresponding percentage hourly rate adjustment in the Proposal Form C-11 - North Region Cost Components, Line Item 66.

<u>Line Item 67 - Hourly Rate Adjustments - LAnow Zone 1 Microtransit Service.</u> Hourly Rate Adjustments are triggered when the City, in writing, removes a service route/line, adds new service route/line not included in the Scope of Work, stops or transfers the operation of a service or route, adds a new service, or modifies the revenue service hours of existing routes/lines to the extent of reducing or increasing the number of allowable annual revenue service hours indicated on Line Item 43, in the Proposal Form C-11 - North Region Cost Components, by at least ten percent (10%) from the initial contracted annual maximum

allowable revenue service hours. The Contractors failure to provide service will not result in the activation of an Hourly Rate Adjustment.

The Contractor shall, with written City notification of a revenue service hour reduction/increase of ten percent (10%) through up to thirty and one-tenth percent (30.1%) of annual revenue hours, as stated in the Proposal Form C-11 - North Region Cost Components, adjust the revenue service hour rate by the corresponding percentage hourly rate adjustment in the Proposal Form C-11 - North Region Cost Components, Line Item 67.

8.2 Capital and Start-Up Invoice Submissions

Capital and Start-up invoices may be submitted separately from the Monthly Invoice. The Contractor may submit Start-Up Invoices beginning on the first day after the contract agreement is attested and executed; and until the end of year one (1) of the contract term. Start-Up Invoices must include supporting documents for all items invoiced.

8.3 Compensation Calculation

For services provided under the Agreement, the City will pay the Contractor upon submission of approved monthly claims for payment of scheduled vehicle revenue service hours. These invoices shall document all charges and fees submitted to the City for processing, including but not limited to receipts, work orders, required reporting, and billing statements, prepared in such a form that allows the City to establish or confirm that the charges are allowable. The City has the right to deny payment of any expenses that might be deemed unwarranted.

8.3.1 Hourly Compensation Calculations

The Contractor shall use the following calculations for invoicing the City for all services described within this Section.

Commuter Express Hourly Calculation:

The Contractor shall use the following calculation/formula for invoicing the City for services provided for the operation of the Commuter Express Service:

Actual Monthly Revenue Service Hours² Operated multiplied by the Hourly Rate¹ (plus or minus any Hourly Rate Adjustments for decrease/increase in revenue service hours from base annual of 60,027 revenue service hours) minus any Performance Penalties³ issued by the City minus Commuter Express Farebox⁴ received minus any State or Federal Fuel/Charging Incentives/Rebates⁵ received equals Total Monthly Invoice Amount.

Commuter Express Hourly Calculation Formula:

Total Monthly Invoice = [Actual Revenue Service Hours Operated x Hourly Rate (+/- Hourly Rate

Adjustments)] - Performance Penalties - Farebox - State or Federal

Fuel/Charging Incentives/Rebates)

Notes:

- 1. **Hourly Rate**: The proposed hourly rate, as indicated in Line 11 Hourly Rate on Proposal Form C-11 North Region Cost Components.
- 2. Revenue Service Hours is defined as the scheduled service hours minus all missed service hours.
- 3. **Performance Penalties:** The City shall maintain the right to assess performance penalties against the Contractor, see *Exhibit 3 Service Performance Standards & Performance Penalties*, based on the Contractor's failure to meet the established standards. The City shall deduct the performance penalty(ies) amount(s) from the Contractor's monthly invoice.
- 4. **Farebox** is defined as either the actual cash fare collected by the Contractor or the actual cash fare count [based on either the driver trip sheets and/or the TAP Card System Driver Control Unit (DCU) devices], whichever is greater.
- 5. **State or Federal Fuel/Charging Incentives/Rebates** includes any Clean Fuel Rebates, Tax Refunds based on this Projects Fuel/Charging usage, or any other revenue or rebates based on this Projects Fuel/Charging usage.

Community DASH Hourly Calculation:

The Contractor shall use the following calculation/formula for invoicing the City for services provided for the operation of the Community DASH:

Actual Monthly Revenue Service Hours² Operated multiplied by the Hourly Rate¹ (plus or minus any Hourly Rate Adjustments for decrease/increase in revenue service hours from base annual of 102,866 revenue service hours) minus any Performance Penalties³ issued by the City minus Community DASH Farebox⁴ received minus any State or Federal Fuel/Charging Incentives/Rebates⁵ received equals Total Monthly Invoice Amount.

Community DASH Hourly Calculation Formula:

Total Monthly Invoice = [Actual Revenue Service Hours Operated x Hourly Rate (+/- Hourly Rate Adjustments)] - Performance Penalties - Farebox - State or Federal Fuel/Charging Incentives/Rebates)

Notes:

- 1. **Hourly Rate**: The proposed hourly rate, as indicated in Line 22 Hourly Rate on Proposal Form C-11 - North Region Cost Components.
- 2. Revenue Service Hours is defined as the scheduled service hours minus all missed service hours.
- 3. **Performance Penalties:** The City shall maintain the right to assess performance penalties against the Contractor, see *Exhibit 3 Service Performance Standards & Performance Penalties,* based on the Contractor's failure to meet the established standards. The City shall deduct the performance penalty(ies) amount(s) from the Contractor's monthly invoice.

- 4. **Farebox** is defined as either the actual cash fare collected by the Contractor or the actual cash fare count [based on either the driver trip sheets and/or the TAP Card System Driver Control Unit (DCU) devices], whichever is greater.
- 5. **State or Federal Fuel/Charging Incentives/Rebates** includes any Clean Fuel Rebates, Tax Refunds based on this Projects Fuel/Charging usage, or any other revenue or rebates based on this Projects Fuel/Charging usage.

Cityride DAR Hourly Calculation.

The Contractor shall use the following calculation/formula for invoicing the City for services provided for Cityride DAR:

Actual Monthly Revenue Service Hours² Operated multiplied by the Hourly Rate¹ (plus or minus any Hourly Rate Adjustments for decrease/increase in revenue service hours from base annual of 32,640 revenue service hours) plus allowable Line Item costs minus any Performance Penalties³ issued by the City minus Farebox⁴ received minus any State or Federal Fuel/Charging Incentives/Rebates⁵ received equals Total Monthly Invoice Amount.

Cityride DAR Hourly Calculation Formula:

Total Monthly Invoice = [Actual Revenue Service Hours Operated x Hourly Rate (+/- Hourly Rate Adjustments) + Line Item Cost] - Performance Penalties - Farebox - State or Federal Fuel/Charging Incentives/Rebates)

Notes:

- 1. **Hourly Rate**: The proposed hourly rate, as indicated in Line 33 on Proposal Form C-11 North Region Cost Components.
- 2. Revenue Service Hours are calculated daily and are defined as the time the Cityride DAR vehicle arrives at the first scheduled Cityride participant pick-up until the time the last Cityride participant is dropped off minus all drivers' breaks. Any time a driver has no trips scheduled within one hour or more of the previous trip, that time shall be deemed as a "driver break" and shall be deducted from the Revenue Service Hours. (Driver breaks are calculated as starting at the time the Cityride Participant was dropped off before the break through the time the next Cityride participant is picked up after the break; Driver breaks shall also include driver meal breaks and other breaks allowed per all driver work agreements and MOUs.)
- **3. Performance Penalties:** The City shall maintain the right to assess performance penalties against the Contractor, see *Exhibit 3 Service Performance Standards & Performance Penalties*, based on the Contractor's failure to meet the established standards. The City shall deduct the performance penalty(ies) amount(s) from the Contractor's monthly invoice.
- 4. **Farebox** is defined as either the actual cash fare collected by the Contractor or the actual cash fare count [based on either the driver trip sheets and/or the TAP Card System Driver Control Unit (DCU) devices], whichever is greater.

5. **State or Federal Fuel/Charging Incentives/Rebates** includes any Clean Fuel Rebates, Tax Refunds based on this Projects Fuel/Charging usage, or any other revenue or rebates based on this Projects Fuel/Charging usage.

LAnow Hourly Calculation:

The Contractor shall use the following calculation/formula for invoicing the City for services provided for the operation of the LA*now* Service:

Actual Monthly Revenue Service Hours² Operated multiplied by the Hourly Rate¹ (plus or minus any Hourly Rate Adjustments for decrease/increase in revenue service hours from base annual of 19,890 revenue service hours) minus any Performance Penalties³ issued by the City minus LAnow Farebox⁴ received minus any State or Federal Fuel Incentives/Rebates⁵ received equals Total Monthly Invoice Amount.

LAnow Hourly Calculation Formula:

Total Monthly Invoice = [Actual Revenue Service Hours Operated x Hourly Rate (+/- Hourly Rate Adjustments) + Line Item Cost] - Performance Penalties - Farebox - State or Federal Fuel/Charging Incentives/Rebates)

Notes:

- 1. **Hourly Rate**: The proposed hourly rate, as indicated in Line 44 Hourly Rate on Proposal Form C-11 - North Region Cost Components.
- 2. Revenue Service Hours is defined as the scheduled service hours minus all missed service hours.
- 3. **Performance Penalties:** The City shall maintain the right to assess performance penalties against the Contractor, see *Exhibit 3 Service Performance Standards & Performance Penalties*, based on the Contractor's failure to meet the established standards. The City shall deduct the performance penalty(ies) amount(s) from the Contractor's monthly invoice.
- 4. **Farebox** is defined as either the actual cash fare collected by the Contractor or the actual cash fare count [based on either the driver trip sheets and/or the TAP Card System Driver Control Unit (DCU) devices], whichever is greater.
- State or Federal Fuel/Charging Incentives/Rebates includes any Clean Fuel Rebates, Tax Refunds based on this Projects Fuel/Charging usage, or any other revenue or rebates based on this Projects Fuel/Charging usage.

8.3.2 Line Item Compensations

The City shall compensate the Contractor for the line item costs, up to the not-to-exceed amounts established by the Agreement, subject to review by the City. Supporting materials for each line item cost shall be included with the invoice submission. Refer to Section 8.1 - Line Item Costs for further information.

8.3.3 Monthly Invoice Summary Formatting Requirements

The Contractor shall format the Monthly Invoice Summary Sheet as follows:

Commuter Express Hourly Compensation Amount: $A \times B - C = D$ Community DASH Hourly Compensation Amount: $E \times F - G = H$ Cityride DAR Hourly Compensation Amount: $I \times J - K = L$ LAnow Hourly Compensation Amount: $M \times N - O = P$ Subtotal of Service Compensation Amounts: (D + H + L + P) = Q

- R. Line item reimbursements (refer to Section 8.1 Line Item Costs)
- S. Penalties
- T. State or Federal Fuel/Charging Incentives/Rebates
- U. Any Special/Emergency Service(s) calculated using hourly compensation calculation, based on the vehicle service assignment (Commuter Express, Community DASH, Cityride DAR, or LAnow) requested by LADOT.

Monthly Invoice Total Amount: (Q + R - S - T + U) = V

Whereas the above letters are designated as representing the following:

- A. Commuter Express Actual Revenue Hours
- B. Commuter Express Hourly Rate +/- Commuter Express Rate Adjustment (if applicable)
- C. Commuter Express Farebox (cash/TAP Card System DCU)
- D. Commuter Express Compensation Amount
- E. Community DASH Actual Revenue Hours
- F. Community DASH Hourly Rate +/- Community DASH Rate Adjustment (if applicable)
- G. Community DASH Farebox (cash/TAP Card System DCU)
- H. Community DASH Compensation Amount
- I. Cityride DAR Actual Revenue Hours
- J. Cityride DAR Hourly Rate +/- Cityride DAR Rate Adjustment (if applicable)
- K. Cityride DAR Farebox (cash/TAP Card System DCU)
- L. Cityride DAR Compensation Amount
- M. LAnow Actual Revenue Hours
- N. LAnow Hourly Rate +/- LAnow Rate Adjustment (if applicable)
- O. LAnow Farebox (cash/TAP Card System DCU)
- P. LAnow Compensation Amount
- Q. Subtotal of Service Compensation Amounts
- R. Any Line Item reimbursements
- S. Penalties
- T. State or Federal Fuel/Charging Incentives/Rebates
- U. Any Special/Emergency Service(s)
- V. Monthly Invoice Total Amount

8.4 Monthly Invoices Submissions

The Contractor shall submit the Monthly Service Invoice and any other invoices within sixty (60) days in arrears to the City. The Contractor shall include all required and supporting documentation for all expenses and amounts invoiced. Invoices shall include documents supporting all charges and eligible expenses incurred by the Contractor. An invoice cover sheet shall be included that lists and totals the monthly actual revenue service costs, start-up costs (if applicable), the Line Item costs (by Line Item name), the cash farebox/TAP Card System DCU collected, and performance penalties along with the total monthly invoice amount. These items shall be delineated by the service type/capital expense and amount invoiced. All invoices shall be signed by the Contractor's Operations Manager.

Monthly invoices shall include:

- Invoice summary sheet signed by the Contractor's Operations Manager
- Cover page with a percent to completion table
- Schedule B
- Position and Task Report
- Fuel/Charging Invoice and supporting documents*
- Operations Invoice and supporting documents
- Monthly update of the Semi-Annual Vehicle Detailing Program
- Bank Statements and deposit slips
- Capital expenditures
- Utility bills
- Copies of the penalty letters being assessed during the invoice period
- Facility Maintenance/Landscape Report (if operating out of a City-owned Transit Maintenance Facility)
- Any additional reports required has indicated in this RFP or as directed by City's assigned Project Manager
- Any other pertinent information the Contractor deems necessary
- Any documentation for the sale or disposal of any City-owned property
- Line Item invoicing and supporting documents (Line Items 12 through 22)

*If the Contractor is not invoiced monthly for fuel or charging costs, the Contractor shall include the fuel/charging invoice with the Monthly Service Invoice for the month the fuel/charging invoice is received.

The City will review all invoices and supporting documents for approval and accuracy. The City agrees to pay undisputed invoices within thirty (30) days upon receipt of invoices. If invoices are disputed, the City has the right to require additional evidence to determine invoices' validity and accuracy. The City has the right to withhold any and all payments to the Contractor until such evidence is received and the City accepts the corrections.

The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.

The City may withhold payments to the Contractor if the Contractor fails to comply with the provisions of the Agreement.

8.5 Public Safety, Emergency, and Special Service Invoice Submissions

The Contractor may submit an invoice for these one-time expenditures, subject to review by the City, separate from the Monthly Invoice. Invoices for these one-time expenditures shall include written City authorization for the purchase or service and documentation supporting each expense.

8.6 End of Contract Term Invoice

The City has the authority to withhold funds under this Agreement pending a final settlement of invoices. The City will deduct any vehicle repair costs for defects identified at end-of-contract vehicle inspections (turn-over inspections) that are not repaired by the Contractor prior to the final turn-over inspection at a rate as determined by the LADOT and the new service provider. The City will deduct the cost of all missing, lost, damaged (other than normal wear and tear), or destroyed City-owned property, assets, and/or equipment that were in the Contractor's control. These deductions will be taken from the Contractor's final invoices.

9.		GENERAL TERMS AND	
CONDITIONS			
9.1Standard	Provisions	for	City
Contracts			

During the term of the Contract, the Contractor and its subcontractors shall abide by the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), attached hereto and incorporated herein as Attachment A - Mandatory City Contracting Requirements (July 2024), Request for Proposals (RFP) City Contracting Requirements,, Section IV.W. Standard Provisions for City Contracts (Rev. 1/25 [v.2]).

9.2City Contracting

Requirements

Compliance documents required by the Mandatory City Contracting Requirements shall be submitted with the proposal and/or through RAMP, https://www.rampla.org/s/, as specified in the City Contracting

Requirements Checklist, which is attached hereto and incorporated herein as *Attachment A - Mandatory City Contracting Requirements (July 2024)*.

For consistency of reference, proposers shall include all documents required by the Mandatory City Contracting Requirements with Part 2 - Mandatory City Contracting Requirements of the Proposal. Additionally, all required documents shall be marked with the corresponding letter designation and be placed in the order listed on the City Contracting Requirements Checklist. Failure to comply with these requirements may render the proposal non-responsive.

As some requirements will take extensive time to complete, the City strongly encourages Proposers to commence these activities prior to the mandatory, virtual Pre-Proposal Conference.

9.3 Insurance

Requirements

The Contractor shall ensure that mandatory insurance coverage is maintained throughout the term of the Contract. The Contractor shall upload all insurance renewals into the City's compliance system, KwikComply, https://www.kwikcomply.org/, at the time of renewal.

9.4Executive Directive 35 Requirements and Compliance

Respondents are advised, pursuant to Executive Directive 35, if a Proposer is selected and awarded a contract, and if the Contractor is a for-profit company or corporation, the Contractor shall, within thirty (30) days of the effective date of the Contract and on an annual basis thereafter (i.e., within thirty [30] days of the anniversary of the effective date of the Contract), report the following information to the City, via the Regional Alliance Marketplace for Procurement (RAMP), https://www.rampla.org/s/, or via another method specified by the City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity, and gender of majority owner ("Contractor/Subcontractor Information"). On an annual basis, the Contractor shall further request that any subcontractor input or update its business profile, including the Contractor/subcontractor information, on RAMP, or via another method prescribed by the City.

9.5 Contractor Non-Compliance of Scope of Work

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

9.6 Project Findings and Ownership of Work Produced by the Contractor

All finished, or unfinished documents, data sets, surveys, studies, drawings, maps, brochures, photographs, video footage, reports, or any work produced by the Contractor as part of this RFP shall become the City's property. Upon request, the Contractor shall provide LADOT with any work produced by the Contractor for the City in native and finished format, free of any Contractor watermark, branding,

or encryption. The City reserves the right to use, alter, and edit any work the Contractor produces as it sees fit within reasonable bounds.

Any reports, data, or other information given to, prepared, or assembled by the Contractor under the RFP shall, if requested by the City, be kept confidential and shall not be published or made available to any individual or organization by the Contractor without prior written approval by the City.

9.7 Evaluation of City Personal Services Contractors

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

9.8 FTA Contractual Provisions

The Contractor shall comply with all Federal Transit Administration (FTA) contractual provisions, as referenced in *Attachment B - Federal Transit Administration (FTA) Contractual Provisions*, attached hereto and incorporated herein, that are required for agencies that accept Federal Grant Funds.

The City acknowledges that this request for proposals for goods, services, or construction is funded with Federal Grant Funds. The Proposer shall complete the following certifications and/or forms and submit them with the response to the RFP:

Certifications and Forms

- Certification of Compliance with Federally Required Contract Clauses
- Lobbying
- Substance Abuse
- DUNS Number
- Buy America Requirements (Applicable to any procurement in excess of \$150,000)
- Worksite Federal Transit Administration Compliance Officer

Below are two of the new FTA contractual provisions required for this project that will be added to *Attachment B - Federal Transit Administration (FTA) Contractual Provisions* by contract award. The other new changes include:

- Solid Wastes
- Rights to Inventions Made Under a Contract or Agreement
- Procurement of Recovered Materials
- Simplified Acquisition Threshold
- Special Notification Requirements for States

- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
- Notification to FTA; Flow Down Requirement
- Davis-Bacon Act
- Federal Tax Liability and Recent Felony Convictions
- Patent Rights and Rights in Data

FTA Article 18 Safe Operation of Motor Vehicles Requirements

The Contractor and its subcontractors are required to comply with FTA Article 18 "Safe Operation of Motor Vehicles."

The Contractor shall implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. §402 note, (62 Fed. Reg. 19217), by:

- Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
- 2. Including a "Seat Belt Use" provision in each third party agreement related to this Project.

The Contract shall implement Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. §402 note, (74 Fed. Reg. 51225); U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and U.S. DOT Special Provision pertaining to Distracted Driving by:

- 1. The Contractor shall adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while using an Professional Technical Services Page 11 of 12 Rev 10/23 electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Project or when performing any work for or on behalf of this Project.
- The Contractor shall conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, reevaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving. And,
- 3. The Contractor agrees to include the preceding "Distracted Driving, Included Text Messaging While Driving" provisions in each third party agreement related to this Project.

The City acknowledges that this request for proposals for goods, services, or construction is funded with Federal (FTA) assistance. The Proposer shall fill out the following certifications and/or forms and submit them with the response to the Bid:

Certifications and Forms

- Certification of Compliance with Federally Required Contract Clauses
- Lobbying
- Substance Abuse
- DUNS Number
- Buy America requirements apply to any procurement in excess of \$150,000.
- Worksite Federal Transit Administration Compliance Officer

10. GENERAL CITY RESERVATIONS

- 10.1 The City reserves the right to verify the information in the Response.
- 10.2 If a respondent knowingly and willfully submits false information or other data, the City reserves the right to reject that response. If a contract was awarded as a result of false statements or other data submitted in response to this procurement process, the City reserves the right to terminate that contract.
- 10.3 Submission of a response to this procurement process constitutes acknowledgment and acceptance of the terms and conditions set forth herein. Responses and the offers contained therein shall remain valid for a period of three hundred sixty-five (365) calendar days from the date set for receipt of responses. Proposers selected for a contract award pursuant to this procurement process will be required to enter into a written contract with the City approved as to form by the City Attorney. This solicitation and the Response, or any parts thereof, may be incorporated into and made a part of the final Contract. The City reserves the right to negotiate the terms and conditions of the Contract. The final Contract offer of the City may contain additional terms or terms different from those set forth herein.
- 10.4 The City reserves the right to waive any informality in the process when to do so is in the best interest of the City.
- 10.5 The City reserves the right to withdraw this solicitation at any time without prior notice and the right to reject any and all responses. The City makes no representation that any contract will be awarded to any Proposer responding to this procurement process.
- 10.6 The City reserves the right to extend the deadline for submission. Proposers will have the right to revise their Response in the event the deadline is extended.
- 10.7 All costs of response preparation are the responsibility of the Respondent. The City, in any event, is not liable for any pre-contractual expenses incurred by the Respondent in the preparation and/or submission of the response.
- 10.8 Responses will be reviewed and rated by the City as submitted. Proposers may make no changes or additions to the Proposal after the deadline for receipt.
- 10.9 A proposer will not be recommended for a contract award, regardless of the merits of the Response submitted, if it has a history of contract noncompliance with the City or other funding sources or poor past or current performance with the City or other funding sources.
- 10.10 The City reserves the right to retain all responses submitted and the Responses shall become the property of the City. Any department or agency of the City has the right to use any of the ideas

presented in the Responses submitted in response to this procurement process. All responses received by the City will be considered public records subject to disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Applicants must identify any material they claim is exempt from disclosure under the Public Records Act. In the event such exemption is claimed, the applicant will be required to state in the Response that the applicant will defend any action brought against the City for its refusal to disclose such material to any party making a request thereof. Failure to include such a statement shall constitute a waiver of the Proposer's right to exemption from disclosure.

- 10.11 Upon completion of all work under the Contract, ownership, and title of all reports, documents, plans, drawings, specification, and estimates produced as part of the contract will automatically be vested in the City of Los Angeles, and no further agreement will be necessary to transfer ownership to any City entity. Copies made for the Contractor's records shall not be furnished to others without written authorization from the City of Los Angeles Department of Transportation.
- 10.12 The City may award a contract solely on the basis of the Responses submitted, without discussion, or may negotiate further with those Respondents within a competitive range. Responses should be submitted on the most favorable terms for the City the Respondent can provide.
- 10.13 The City's obligations under this RFP are contingent upon the City's ability to obtain the funds from the funding agencies and/or the availability of City funds to finance the cost of these services. The City reserves the right to delay the awarding of Contract, terminate the Contract, and modify the Scope of Work and term under this RFP, when to do so would be to the advantage of the City in response to an epidemic or pandemic, such as COVID-19 and its by-products (e.g.: shelter-in-place orders, quarantines, government shutdowns, etc.), or other emergencies, whether a declared emergency or a non-declared emergency.
- 10.14 The selected Proposer shall stipulate that in any action related to the awarded contract, the venue shall be in the County of Los Angeles, State of California.

11. PROTEST PROCEDURES

These procedures and time limits set forth in this Section provide a method for resolving, prior to award, protests regarding the award of contract. These procedures are the Respondents' sole and exclusive remedy in the event of a protest. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that must be exhausted by the protesting respondent prior to pursuing any legal remedy which may be available. For this reason, no Respondent shall have any right to due process should the City fail to follow these procedures for any reason within its discretion. However, failure by a party originating a protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings. These procedures will enable the City to ascertain all of the facts necessary to make an informed decision regarding the award of Contract.

11.1 Protest Timeline and Submission

A protest relative to this solicitation shall provide details of the facts that support the basis for the protest. Protests shall be submitted in writing and be postmarked by the deadline described in the Subsections below for the specific protest. Protests shall also be emailed to dot.contracts@lacity.org and ladot.transitcontracts@lacity.org.

All protests shall be sent by certified mail with return receipt to:

City of Los Angeles
Department of Transportation
Attention: General Manager Laura Rubio-Cornejo
100 South Main Street, 10th Floor
Los Angeles, California 90012

At a minimum, the protest document must include the following:

- Name, address, and telephone number of the protesting party and/or person representing the protesting party
- Title and Opportunity Number of the solicitation
- Detailed statement specifying the legal and factual grounds of the protest and copies of all relevant documents supporting the argument
- Statement as to the form of relief sought

11.2 Protest of Content

Protests shall be sent certified mail and postmarked no later than seven (7) calendar days after the solicitation posting on the RAMP website. Protests shall also be emailed to dot.contracts@lacity.org and ladot.transitcontracts@lacity.org. LADOT will respond, in writing, by certified mail, to protestor(s) within fifteen (15) calendar days of receipt of the protest(s) received via certified mail. If LADOT determines that a revision to the procurement process is appropriate, LADOT shall either extend the procurement process timeline or withdraw and reissue the solicitation. In either case, any revisions to the procurement process will be posted in the Opportunity Listing for this RFP, on RAMP, at https://www.rampla.org/s/.

11.3 Protest Against Another Respondent

Protests shall be sent certified mail and postmarked between the date of the solicitation posting on the RAMP website and before the date LADOT changes the RAMPLA solicitation status to "bidder selected." Protests shall also be emailed to dot.contracts@lacity.org and ladot.transitcontracts@lacity.org. If filing a protest against another Respondent, LADOT will only consider such protests if it appears that either Respondent may have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.

11.4 Contract Compliance Protest

Protests shall be sent certified mail and postmarked before the date LADOT changes the RAMP solicitation status to "bidder selected." Protests shall also be emailed to dot.contracts@lacity.org and

<u>ladot.transitcontracts@lacity.org</u>. These protests will receive due consideration if the Respondent submits the protest in a timely period and such protest affects a Respondent who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.

11.5 Selection Process Protest

Protests shall be sent certified mail and postmarked no later than seven (7) calendar days after the RAMP notification to Proposers of a change in the solicitation status to "bidder selected." Protests shall also be emailed to dot.contracts@lacity.org and ladot.transitcontracts@lacity.org. Upon receipt of any protests of the specific selection process, the Standing Protest Committee shall review the protest(s).

11.6 Protest Review Process

Protests meeting the above criteria will be analyzed by LADOT personnel and any recommended actions will be presented in a written report to the Mayor's Office. Protesting parties and firms protested against will be notified of the time and date that the written report will be discussed in a public session by the Standing Protest Committee. This Committee will consist of two (2) members of the City's Board of Transportation Commissioners and at least two (2) members of LADOT senior management staff not otherwise involved with the Response evaluation.

A protest hearing will be convened at a publicly noticed meeting with a specific date, time, and location, where protesting parties and firms protested against will be given the opportunity to present their arguments at the public session. LADOT will conduct the hearing within thirty (30) calendar days of the protest submission deadline.

The findings of the Committee will be presented to the City's Board of Transportation Commissioners for consideration at one of its scheduled public meetings. For contract awards involving approval by the City Council, any adopted findings and/or recommendations of the Board of Transportation Commissioners concerning the protest review will be forwarded to the City Council's Transportation Committee for its consideration. The decision made by the Board of Transportation Commissioners or City Council's Transportation Committee regarding a protest will be final and may not be appealed further.

LADOT's final written report on the Department's procurement process and staff recommendation of the Contract award will contain an account of all protest(s) filed based on solicitation content and shall include the Department's response(s) to the protest(s). LADOT's report shall be forwarded to the Mayor and City Council, and/or the City's Board of Transportation Commissioners (as appropriate) for their consideration.

11.7 Protests and Subcontractors

Prime Contractors are requested to advise their potential subcontractors of this protest policy. In addition, a subcontractor protesting against a Prime Contractor has direct financial interest and may be adversely affected by the determination of the protest; therefore, LADOT may consider the protest beyond the protest period.

12. TARIF

Table 1 - North Region Commuter Express Service General Route Descriptions

- Table 2 North Region Community DASH Service Hours of Operation
- Table 3 North Region Commuter Express Peak-Service Vehicle Assignments
- Table 4 North Region Commuter Express Revenue Service Hours
- Table 5 Commuter Express Zone Table North Region
- Table 6 Commuter Express Fare Structure
- Table 7 North Region Community DASH Peak-Service Vehicle Assignments
- Table 8 North Region Community DASH Revenue Service Hours
- Table 9 Community DASH Fare Structure
- Table 10 Cityride DAR Fare Structure
- Table 11 Cityride Semi-Fixed Route Fare Structure
- Table 12 Paratransit Overflow Program Fares
- Table 13 Cityride Dial-a-Ride Area 1 Vehicle Assignments
- Table 14 LAnow Fare Structure
- Table 15 LAnow Zone 1 Fleet Vehicles
- Table 16 LADOT Transit Lost and Found Phone Numbers
- Table 17 Sylmar Transit Maintenance Facility Shop Assets
- Table 18 North Region Commuter Express Fleet Vehicles
- Table 19 North Region Community DASH Fleet Vehicles
- Table 20 North Region Cityride DAR Fleet Vehicles
- Table 21 North Region LAnow Zone 1 Fleet Vehicles
- Table 22 ITS Existing Technologies

13. EXHIBITS

- Exhibit 1 Proposal Requirements Checklist
- Exhibit 2 Cityride Program Guide
- Exhibit 3 Service Performance Standards & Performance Penalties
- Exhibit 4 Cityride Violation Letters
- Exhibit 5 North Region Cityride Unincorporated Service Area Maps
- Exhibit 6 Reporting Requirements
- Exhibit 7 Sylmar Transit Maintenance Facility Site Layout
- Exhibit 8 North Region Transit Fleet Description
- Exhibit 9 North Region Transit Fleet Current ITS Equipment
- Exhibit 10 Current Classifications of Employees Covered Under the Service Contractor Worker Retention Ordinance
 - Exhibit 11 Union Agreements
- Exhibit 12 Position and Task Report
- Exhibit 13 Sample Daily Pre-Trip and Post-Trip Inspection Report
- Exhibit 14 Examples of Staff Retention and Bonus/Incentive Programs
- Exhibit 15 Transit NTD Data Summary Sheets
- Exhibit 16 FTA Annual Project Financial Reporting Forms
- Exhibit 17 North Region Commuter Express Line Operational Requirements
- Exhibit 18 North Region Community DASH Routes Operational Requirements

14. PROPOSAL FORMS

INSTRUCTIONS FOR PROPOSAL FORMS

Proposal Form	C-1	Questionnaire
Proposal Form	C-2	Proposer's Past Projects and Experience
Proposal Form	C-3	Additional Proposer References
Proposal Form	C-4	Financial Background
Proposal Form	C-5	North Region Labor Costs
Proposal Form	C-6	North Region Staff Assignments
Proposal Form	C-7	Commuter Express Transit Service Labor Costs
Proposal Form	C-8	Community DASH Transit Service Labor Costs
Proposal Form	C-9	Cityride DAR Paratransit Service Labor Costs
Proposal Form	C-10	LAnow Microtransit Service Labor Costs

Proposal Form C-11 North Region Cost Components

Proposal Form C-12 North Region Cost Component Details

15. ATTACHMENTS

Attachment A - Mandatory City Contracting Requirements (July 2024)

City Contracting Requirements Checklist

Request for Proposals (RFP) City Contracting Requirements

Standard Provisions for City Contracts (Rev.1/25 [v.2])

Form Gen. 146 (Rev.6/12) Required Insurance Minimum Limits

Attachment B - Federal Transit Administration (FTA) Contractual Provisions

FTA Requirements Checklist

Part 1 – FTA Contracting Requirements

Part 2 – FTA Required Clauses

Attachment C - City-Owned Transit Maintenance Facility Standards & Requirements

Attachment D - City-Owned Fleet Vehicle Maintenance Standards & Requirements

