

# City of West Hollywood and City of Beverly Hills

## Request for Proposals

### Management, Operation and Maintenance of Transit and Paratransit Services



City of West Hollywood  
California 1984



February 2026

## CITIES OF WEST HOLLYWOOD AND BEVERLY HILLS REQUEST FOR PROPOSALS (“RFP”)

The City of West Hollywood (“West Hollywood”) and the City of Beverly Hills (“Beverly Hills”) (collectively, “Cities”) are jointly soliciting proposals for the shared management, operation, and maintenance of several transportation services including:

- Curb-to-curb and door-to-door dial-a-ride service, targeting resident seniors and those with disabilities (BOTH Cities)
- Fixed-route circulator (West Hollywood ONLY)
- Fixed-route weekend/evening circulator (West Hollywood ONLY)
- Shuttle special services (Beverly Hills ONLY)
- Special events and charter service (BOTH Cities)
- Additional demand-response microtransit services (optional) (West Hollywood ONLY)

This Request for Proposals (RFP) is being issued to cover all operations, management, and maintenance of all service categories. It includes a detailed description of the work to be performed. The proposals received will be used to determine which firm will best meet the Cities’ needs. The Cities reserve the right to accept any proposal or to reject any and all proposals. Individual contracts will be issued by each City to the selected vendor.

The proposal that most strongly demonstrates the ability to meet the Cities’ requirements will lead to one or more contracts for the period of July 1, 2026 through June 30, 2033 (with three (3) annual options to renew that the Cities may exercise at their discretion).

The agreements in Exhibits E and F are provided for reference only and are intended to illustrate the general form and provisions typically used by the City of West Hollywood and the City of Beverly Hills. Final agreement terms and conditions will be negotiated with the selected contractor(s) and are subject to approval by each City’s City Attorney.

### Pre-Proposal Questions and Comments

Questions and comments may be submitted **in writing** no later than February 27, 2026 at 5:00 P.M. Pacific Standard Time (“PST”) via the PlanetBids Portal. Questions submitted to any other email address or outside of the PlanetBids Portal will not be accepted.

### Procurement Schedule

The tentative procurement schedule is shown below and is subject to change at the discretion of the Cities.

<b>Event</b>	<b>Date</b>
RFP Released	February 19, 2026
All RFP-related questions due	February 27, 2026, 5:00 P.M. Pacific Time
Response to questions posted no later than	March 9, 2026
Proposals due	March 25, 2026, 5:00 P.M. Pacific Time
Interviews conducted (if necessary)	April 2026
Anticipated Council Approval and Agreements Executed	April/May 2026
Contract service begins	July 1, 2026

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## Description of Services for Each City

### City of West Hollywood

The City currently funds two transit service types to address the diverse needs of the community: fixed route and on demand. West Hollywood operates several scheduled fixed-route services open to the general public which supplement the regional Metro bus network and provide connectivity to regional rail stations nearby. The City operates non-Americans with Disabilities Act (“ADA”) paratransit and on-demand programs specifically serving senior and disabled residents. The City also supports additional mobility by offering a ridehail/Transportation Network Company (“TNC”) voucher program under a separate contract (NOT included as part of this RFP).

West Hollywood is surrounded by the cities of Los Angeles and Beverly Hills. The densely populated 1.9 square mile area, with a population of roughly 34,000, is intensely urban with 98.7% of the land developed for private or public uses. The community is home to significant numbers of seniors, members of the LGBTQ+ community, and emigres from the former Soviet Union. West Hollywood has a high proportion of residents who are transit dependent, and the City has a strong commitment to social services and programs which support “Aging in Place.” Many individuals who rely on the City’s transportation services often encounter challenges when using the larger regional public transit system due to its complexity, such as navigating confusing routes and transfers, along with inconsistent service reliability and ongoing safety concerns. The City completed a comprehensive analysis of its transit programs in 2017 and have been modifying services since the Coronavirus Disease 2019 (“COVID-19”) pandemic to better fit current needs.

West Hollywood is served by several Los Angeles (“LA”) Metro bus routes operating on major streets including Sunset Boulevard, Santa Monica Boulevard, Melrose Avenue, Fairfax Avenue, San Vicente Boulevard, and La Cienega Boulevard. The Metro B Line subway has a station at Hollywood Boulevard and Highland Avenue, which is approximately 1 mile from West Hollywood’s eastern city limits. Metro is also extending the D Line subway along Wilshire Boulevard, which is south of West Hollywood and runs directly through Beverly Hills. The full extension west through Beverly Hills is being completed in three (3) phases, the first of which is anticipated to open in 2026 (with a terminus at La Cienega Boulevard in Beverly Hills) and the last of which is anticipated to open by the Veteran’s Administration (“VA”) Hospital in 2028. The first phase will include a stop located approximately 1 mile away from West Hollywood’s southern city limits. There is also a future proposed K Line subway extension that may also serve the West Hollywood community in the coming years.

### Description of Services Operating in West Hollywood

The City’s services are operated with distinct branding, service areas, and eligibility. A summary table of operating details (revenue hours, miles, ridership, and other statistics) is provided as EXHIBIT A.

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West Hollywood is also considering service changes in the upcoming fiscal year 2026-2027 which are described at the end of this section.

### **Demand-Response Services**

#### **West Hollywood Dial-A-Ride Flex and TLC**

West Hollywood Dial-A-Ride Flex and Tender Loving Care (TLC) provide demand response transportation by advance reservation and subscription to residents over the age of 62 or who have a documented disability. Regular Dial-A-Ride services are curbside-to-curbside, and the City also offers door-to-door service under the TLC branding for those who need additional assistance getting to and from the vehicles. For riders eligible for the TLC program, an attendant is also present on the vehicle, providing assistance to passengers with wayfinding, groceries, mobility devices, doors and stairs. The TLC program attendant is a contractor employee who is trained and experienced in assisting passengers with disabilities and ADA-related sensitivity, provided in addition to the bus operation for TLC trips.

Administration of this program includes processing requests and scheduling trips, developing manifests, providing transit service information to the public, handling client questions and complaints, financial and statistical accounting and documentation (including National Transit Database (“NTD”) data), and other community services.

In coordination with the current contractor, West Hollywood introduced a dynamic scheduling and trip-matching platform with a City-branded user-end application (“app”). Currently the RideCo platform is available to reserve and dispatch the City’s Dial-A-Ride Flex and TLC trips, with the intent to eventually roll-out a wider general-public microtransit using the same platform and allowing for trip integration. Although RideCo and its user-end app are used for the program, phone-based reservations remain the dominant form of trip taking. Additionally, bidders may suggest an alternative platform to RideCo that provides equivalent service integration. The City intends to begin training and promotion of the app while maintaining the phone-based reservation system for riders who are unable or unwilling to use the app. The City is still considering implementing the broader microtransit in Fiscal Year 2026-2027, as either a substitute or enhancement to existing services to meet the community’s mobility needs. The City would leverage the selected transit contractor to perform these services; while not in the immediate scope, the City seeks a provider who can demonstrate the aptitude to satisfactorily operate microtransit.

Service Area: West Hollywood Dial-A-Ride Flex and TLC are available to provide trips within West Hollywood City limits and the immediate surrounding areas of Beverly Hills and Los Angeles including Century City, the Wilshire/Fairfax district, Kaiser Hospital-Sunset, and Kaiser-Hospital-Cadillac. The TLC program additionally includes regular weekly scheduled shuttles to Cedars-Sinai Hospital, UCLA Medical Center, the West Los Angeles VA Medical Center, and to several local grocery stores.

Hours of Service: Service is available between 7:30 AM and 5:30 PM, Monday through Friday, with vehicles scheduled according to demand. TLC shopper and medical shuttles are organized based on demand and make use of the additional program attendant on-board.

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Anticipated Service Volume: Annually, West Hollywood Dial-A-Ride operates approximately nine thousand (9,000) revenue service hours for approximately fifteen thousand (15,000) trips per year, typically with up to four (4) vehicles in maximum service. The TLC program provides two hundred (200) revenue service hours that may operate using additional vehicles as demand warrants, and each vehicle is staffed by both the operator and program attendant. Dead-head, lunch breaks, and fuel time are not reimbursable services.

### **Fixed-Route Services**

#### **West Hollywood CityLine Local and CityLine Commuter**

West Hollywood CityLine is a fixed-route service which includes two separate routes: The CityLine Local and the CityLine Commuter. The CityLine Local operates with four (4) vehicles in maximum service at approximately thirty (30) minute headways, Monday through Saturday from 9:00 AM to 5:30 PM. The CityLine Commuter provides a limited-stop connection to the Metro B Line subway station at Hollywood and Highland with fifteen (15) minute headways (Monday through Friday between 7:00 AM and 9:00 AM; and Monday through Saturday between 5:00 PM and 8:00 PM).

Both services are delivered by the same vehicles. Routes and schedules can be viewed at [www.weho.org/cityline](http://www.weho.org/cityline). All routes are free to the public and no fares are collected.

#### **The PickUp**

The PickUp is a free, fixed-route transit service operating on weekends and during special events such as WeHo Pride and Halloween Carnival. The service runs with up to three (3) vehicles in maximum operation, arriving approximately every 15 minutes along Santa Monica Boulevard between La Brea Avenue and Robertson Boulevard.

Service hours are:

- **Friday and Saturday evenings:** 8:00 PM to 3:00 AM
- **Sunday afternoons/evenings:** 2:00 PM to 10:00 PM

The PickUp connects residents and visitors to bars, clubs, restaurants, and entertainment venues throughout the City’s Rainbow District, Center City, and Eastside.

As part of a pilot initiative that started in Fiscal Year 2026, The PickUp operates on Thursday evenings from 8:00 PM to 3:00 AM during the months of March through October. The City will evaluate the effectiveness of this pilot and determine whether to continue Thursday service in the future.

More information about The PickUp is available at [www.wehopickup.com](http://www.wehopickup.com).

#### **Other Special Charter Services**

The vendor will provide special transportation services as requested by the City at the established annual hourly rate. The schedules for such services vary and may include the need to flex additional service even during the day, within the constraints of the combined total fleet (see section on Program Operations). Special services shall be provided using the

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designated fleet vehicles. The City shall give the contractor at least forty-eight (48) hours advance notice.

Additional service hours are provided annually during West Hollywood special events such as the WeHo Pride celebration (May/June) and the City’s renowned Halloween Carnival (October), as well as charter services for smaller groups as requested (totaling about two hundred fifty (250) hours per year).

### **Anticipated Service Changes for West Hollywood**

During the contract period, West Hollywood may revise its service offerings to better meet the needs and travel patterns of its residents and visitors. The exact details of service changes remain in development and any potential changes described in this RFP are subject to further revision. No service change date is currently set. Any changes are expected to focus on maintaining or increasing the number of vehicles and approximate revenue hours.

The City is considering the expansion of its current senior/non-ADA paratransit demand-response service (which is managed by the vendor in partnership with the RideCo platform) to include general public trip requests through the app (“microtransit”). At this time, it is anticipated that microtransit trips would be served as availability permits, with preference in trip assignment given to eligible senior and disabled persons. The intent is to improve mobility for all residents and improve utilization of the existing demand-response fleet and service hours. Alongside the TLC shopper and medical shuttles, the City is considering reconfiguring the CityLine Local service which largely serves similar trip patterns and purposes as the general public microtransit and TLC programs would. The City may redeploy the CityLine Local resources to serve other needs best suited for fixed-route concepts. Additionally, with the anticipated opening of the D Line subway stops in Beverly Hills, additional hours and connections to those stops may be part of the future expansions in service. Currently, the City’s overall transportation program remains substantially under-utilized compared with pre-COVID-19 patterns, and the concepts described here seek to leverage some of the underutilized resources to serve the current needs.

The City currently owns the vehicles used for the CityLine Local/Commuter, Dial-A-Ride Flex/TLC and The Pickup programs. As part of its fleet modernization efforts, the City plans to retire the majority of its CityLine and Dial-A-Ride vehicles in calendar year 2026. The City is transitioning to a vehicle leasing model and plans to lease replacement vehicles (model/style to be approved by City) through the contractor.

Additionally, the City is committed to achieving a full transition to a zero-emission transit fleet between 2026 and 2032. To support this initiative, the City has secured grant funding from the California Air Resources Board (CARB) and Los Angeles Metro, which will be utilized to help implement fleet electrification and the necessary charging infrastructure.

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Beverly Hills is surrounded by the city of Los Angeles and shares its northeasterly border with West Hollywood. The 5.7 square mile city is home to approximately 34,800 residents of whom roughly 24% are 62 years old or older. The Beverly Hills senior dial-a-ride program has been in place for approximately 30 years and is expecting a higher level of demand due to anticipated growth in its aging population.

## Description of Services Operating in Beverly Hills

### Beverly Hills Dial-A-Ride

Beverly Hills Dial-A-Ride is a curb-to-curb demand-response service for Beverly Hills residents aged 62 or older and residents (no age restriction) with disabilities. A mixed fleet of four vehicles operate from 8:00 AM to 4:00 PM, Monday through Friday, plus one contingency vehicle available at all times. The fleet is currently leased through contracted services, and the City will continuing leasing vehicles as part of this contract.

Service Area: The dial-a-ride service area for non-medical trips is within Beverly Hills City limits. Medical facilities served include the UCLA Medical Center in Westwood, Kaiser Hospital-Cadillac, Cedars-Sinai Hospital, and the West LA VA Hospital.

The program includes scheduled group supermarket shuttle services in addition to the individual curb-to-curb trips:

- Whole Foods (239 N. Crescent), Pavilions (9467 W. Olympic Blvd), and Ralphs (9040 Beverly Blvd) on Fridays
- Trader Joe’s (8500 Burton Way) and discount “dollar” store (TBD) adjacent to service area every first Thursday of the month

The annual service hours for the shuttle services total approximately 5,000 hours and the average ridership is about 500 to 800 monthly round trips.

### Beverly Hills Circulator

The City of Beverly Hills operates a free fixed-route circulator that transports passengers between Civic Center (adjacent to City Hall and the Tour Bus Zone on Third Street) and the business triangle. The service scope may be modified by the City to include fare-based narrated tours. The estimated revenue service hours are approximately 1,200 per year.

### Hours of Service:

- Year-round, Saturdays and Sundays, 11:00 AM to 5:00 PM
- Summers: July 5 through Labor Day Weekend, 11:00 AM to 6:00 PM, Tuesday through Sunday
- Winter Holidays, Day After Thanksgiving through first weekend in January, 5:00 PM to 10 PM, Thursday through Sunday

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### Other Special Charter Services

The vendor will provide special transportation services as requested by the City of Beverly Hills at the established annual hourly rate based on vehicle type request. The schedules for such services vary and may include the need to flex additional service during the day, within the constraints of the combined total fleet (see section on Program Operations). Special services are provided using the designated fleet vehicles. City shall give the contractor at least 48-hours advance notice.

The City of Beverly Hills may occasionally require service for City functions and special events such as City Council/Commission tours, the bi-annual City Art Show, and private charters. The estimated revenue service hours are approximately 250 per year.

## Required Operating Standards

### Qualifications of Bidder

Proposing firms must have a minimum of five (5) years’ experience providing fixed-route and paratransit services for a minimum fleet size of twenty-five (25) vehicles. This experience must include a minimum of three (3) separate and distinct public transit systems that are Full Reporters to the National Transit Database. The contractor is responsible for the provision of services in accordance with applicable Federal, state, and local laws and regulations (in compliance with all Federal Transit Administration (“FTA”) requirements including but not limited to Drug and Alcohol Program, ADA, and Title VI). Proposals should describe the policies and procedures for monitoring, complying, and documenting relevant FTA and state requirements.

### Applicable to All Services

The successful bidder will work closely with the Cities to ensure performance of service and will coordinate administration of the programs in accordance with each City’s established operating policies. If the standards are not fulfilling their intended purpose, they shall be adjusted with input from the contractor and determination by the Cities.

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

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

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## Personnel

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

## Project Manager

Proposals should designate a Project Manager who will oversee all operations of the program. It is required that the Project Manager be fully dedicated (100% of position hours) to this project. Proposals should include a resume for the specific Project Manager, and should designate a percentage of time allocation for operations for both the City of West Hollywood and the City of Beverly Hills. The Project Manager must be well-versed in industry trends and technology, local program operations, and be able to demonstrate strong leadership and team-building skills. The Program Manager is expected to monitor service performance and coordinate with the Cities on service development, ensuring quality of service and providing supervision and management of program operations (and of the project’s accounts and operating records). Management responsibilities include, but are not limited to:

- Provide leadership in setting tone and expectations for division consistent with the customer service expectations and values described in this RFP
- Daily monitoring of service delivery, program operations, personnel, and customer experience
- Regular monitoring of and preparation of operational summary data and financials
- Assisting City staff with development of program policies, schedules, and adopting new technologies supported by data reporting and analysis
- Preparing for regular meetings with City staff to discuss performance, maintenance and operations conditions, recent incidents, commendations for excellent service, and anticipated changes or disruptions. Meetings should be held not less than monthly but as frequently as weekly during periods of high activity (such as special events, major service changes, etc.)
- Attend occasional City Council, Commission, or Advisory Board meetings to assist with presentations and respond to questions as needed.
- Assist City staff with presentation material development for the above.
- Working in partnership with City staff to propose program improvements, address problems, and implement changes as needed. The forum for raising these concerns, whether by the contractor or by the City is the regular meetings; but additional meetings should be requested by either party as needed to facilitate open communication and a collaborative working relationship
- Taking responsibility for promptly investigating and resolving operational problems and complaints and accurately reporting these to City staff

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- Recruitment, training, and scheduling of all regularly assigned project personnel and backup personnel
- Oversight of Drug Testing and Department of Motor Vehicle (“DMV”) Pull Notice programs
- Maintain readiness to deploy resources immediately in the event of an emergency
- Participate in meetings with City staff and riders/residents when necessary

The Project Manager is required to have at least six (6) years’ experience in transit or paratransit service operations including four (4) years’ management experience. The Project Manager should be well informed of current industry standards, best practices, and trends. The Project Manager should be available to the Cities at all times by telephone to make decisions and coordinate on issues or incidents. The Project Manager will be key to the partnership with the Cities in developing service modifications, including providing on-site management during startup of operations and implementation of service changes.

### **Community Relations**

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

From time to time, personnel from the selected contractor may be invited to participate in community events such as a Senior Health Fair or Mobility Expo within the city limits. These events are held in person at either a community center or community park. Representatives are expected to attend to answer questions about the service. Each City anticipates a maximum of three (3) events annually.

Personnel from the selected contractor may also be invited to assist with logistics on site during major events (e.g., WeHo Pride and WeHo Halloween Carnival).

### **Training**

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

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### **Employee Medical Insurance**

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

### **Communication**

The contractor must provide a dedicated customer service telephone line which is available Monday through Friday between the hours of 7AM-7PM to provide service information, dispatch (for demand-response and fixed-route services), and general assistance; and to receive comments, commendations, or complaints.

Customer service personnel shall be trained to respond in a professional manner; and shall have capacity to serve English, Spanish, and Russian-speaking callers (and have the ability to provide immediate on-call translation services for other languages. The contractor shall provide alternative means of communication for people with hearing impairments, such as telecommunications device for the deaf (“TDD”) and/or dedicated email that is monitored throughout regular office hours.

Phone systems should have capacity to provide outgoing messages indicating that the caller is on hold or that the office is closed. The successful contractor will be responsible for transferring the numbers from the current contractor, if necessary, and for all telecommunications costs. Upon termination of the agreement, the Cities reserves all rights to the use of the phone numbers.

The contractor is responsible for tracking all incoming calls to the programs, with the capability to track hold times (the time it takes from the point the call enters the queue to the point the caller is connected to staff) and call duration (the time each caller spends on the phone with staff). Reporting must include call-tracking data along with a summary of average call hold times, average call times, the number of calls in the queue at any requested time period, and the number of transit call-taking staff logged onto the system to receive calls during any requested time period.

The contractor should provide, and describe in its proposal, an automated call distributor (“ACD”) system capable of:

- Distributing calls to the next available staff
- Measuring the number of calls answered, and calls lost that were on hold at least thirty (30) seconds
- Recorded hold messages which can be updated easily with music or information (contractor must maintain current information and provide the messages in both English and Russian)
- Display or software that tracks the number of calls on hold and length of time on hold for call-taking staff to monitor in real-time

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

The contractor shall install a communication system that allows for timely and efficient dispatch, coordination, and response to request for assistance or service calls. The system may be of the contractor’s choice and must maintain either the same platform (RideCo), or documented evidence

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of a comparable platform, for the current demand-response/microtransit capabilities, which include:

- A City-branded app for making on-demand or in-advance trip reservation requests, which is also capable of receiving push notifications of trip confirmations, changes, real-time trip information, alerts of vehicles arriving, or warnings about drivers departing (no-show). The app shall also request riders to rate their trip on a five (5) star or similar basis and provide additional feedback linked to specific trips.
- Dispatching capability to receive trip requests from the app or input by dispatchers based on phone-call requests.
- Software capable of dynamic scheduling, routing, dispatching, and trip-matching both advanced reservation and on-demand trip requests.
- The ability to maintain a customer database that distinguishes between City-approved Dial-A-Ride-eligible participants and general public trip requests so that app users’ trip requests are appropriately assigned with Dial-A-Ride trips given schedule priority over general public requests.
- The ability to track trip searches and report number of successful requests, failed searches (trip could not be served due to being outside of the program parameters, or unserved due to capacity constraint), rider no-shows, and on-time performance for vehicles arriving within the defined on-time window.

All service vehicles must be equipped with a mobile data terminal (MDT) system that is fully supported by and integrated with the dispatching platform to ensure drivers have accurate trip itineraries, directions, and communication with dispatch. The contractor shall be responsible for the installation and maintenance of all MDTs, and have sufficient spare or backup hardware to ensure that service can be delivered even if the in-vehicle MDT is not working or a substitute vehicle is needed.

### **Dispatch, Software, and Hardware Integration with Operations**

The contractor shall provide its own preferred scheduling, routing and dispatching software. The proposal should describe the contractor’s solution and its familiarity with deploying the various systems involved. Throughout this proposal various systems are described such as dispatcher-facing and customer-facing automatic vehicle location (“AVL”), MDTs, on-demand scheduling and trip assignment, etc. The contractor should offer systems it is familiar with and integrate these systems to the extent practical to maximize its own efficiency. This could involve subcontractors or technology partners, but it is ultimately the proposer’s responsibility to represent its ability to organize these systems and maintain or improve upon the service the Cities currently offer. This should be mindful that West Hollywood operates both fixed-route and demand-response/microtransit service.

Beverly Hills does not require the use of automated stop announcements or other fixed-route specific features, but otherwise holds the same expectations for its dispatching software and system integration.

While both Cities currently take advantage of various technology platforms for dispatch and customer information, the proposer may wish to offer different systems. The proposer should clearly

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describe the advantages of its proposal and, to the extent it is able, identify any risks of features that would be lost as a result of a transition. A proposer transitioning any or all technology platforms must describe how it will manage the transition of equipment and systems.

### **Customer Service and Complaint Management**

The contractor shall provide trained personnel to handle all inquiries associated with the program, as well as other available transit options operating through the Cities; and to accept complaints and commendations from riders and the general public that pertain to the programs operated. Contractor staff will handle a variety of inquiries regarding the program and must have capacity to meet the needs of Russian and Spanish-speaking callers and resources to accommodate other languages (e.g., Farsi). A record and description of complaints and their resolution shall be submitted to the Cities as part of the monthly reports. Proposals should outline process for complaint investigation and resolution and passenger grievance procedures.

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

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

### **Program Eligibility Determination (Demand Response Contracts)**

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

### **Program and Statistical Reporting**

The contractor shall provide the Cities with a variety of reports for monitoring and evaluating program performance. In order to ensure uniformity of data collection, the contractor shall comply with NTD reporting requirements and stay up-to-date as these are revised. Proposals should describe the contractor’s experience with NTD reporting and methods for collecting all required data. The contractor shall provide the Cities all financial and operational data necessary to comply with annual reporting requirements for local (e.g., Los Angeles County Metropolitan Transportation Authority (“LACMTA”)/Metro), State (e.g., California Department of Transportation (“Caltrans”)) and/or Federal (e.g., Federal Transit Administration/National Transit Database) funding sources, and will attend meetings as requested. The contractor shall have annual audits performed by an independent Certified Public Accounting firm. A copy of the audited financial statements for the previous fiscal year shall be submitted as part of this proposal.

The contractor shall submit monthly invoices documenting all monthly expenditures and any fares collected (at this time, fares are not collected on any service, but may be implemented in the future). Any fare revenue collected shall be recorded in the monthly invoice as a credit. Documentation of revenue deposits shall be included in the monthly invoices. All invoices and related records are subject to audit by the Cities or Cities’ representative. Additional documentation of the project will

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be obtained through random monitoring. The contractor shall ensure cooperation of all personnel with any operational procedures pertaining to this work. Monthly operational reports shall be submitted to the Cities according to an established reporting schedule and a format agreed upon by all parties. The reports will include:

- Monthly and Annual performance data to include
  - Ridership by service type, ridership by eligibility, or category (senior, disabled, general public), ridership per revenue service hour
  - On-time performance by service category including missed or added service
  - Complaints and commendations tracking and resolution, and passenger incidents
  - Operator and dispatch/call-taking staffing levels per program/City
  - Cost reporting
  - Vehicle performance including preventative maintenance activities, vehicle breakdowns, fuel, and energy consumption/costs
  - Other metrics
- Monthly narrative reports on program activities, progress, and problems

**Key Performance Indicators**

The following Key Performance Indicators (“KPIs”) will be monitored monthly and the contractor Project Manager or designee should be prepared to discuss the circumstances that contributed to performance; and, when not meeting goals, what steps could be taken to improve service performance. All KPIs below shall be reported even if there is not a goal explicitly identified, and each KPI should be tracked month-to-month and year-over-year to identify trends and progress.

<b>KPI</b>	<b>Fixed-Route Standard (if any)</b>	<b>Demand-Response Standard</b>
Boardings per month by route		
Average weekday and weekend daily ridership		
Boardings per trip		Track boardings for shopper/medical group shuttle trips independent of individual trip requests
Average riders per hour	Average >5 boardings per hour; contractor is not responsible for meeting this standard but performance below this level may trigger review of service alignment or review of operations if other quality of service indicators are performing poorly	Average of 3 or more passengers per hour for curb-to-curb service. TLC should strive for average of 1.5 passengers per hour for door-to-door service.
On-time performance	90% of the time, buses shall depart timepoints no more than 5 minutes after the scheduled time. No trips shall depart a timepoint early.	Dial-A-Ride trips served no later than 10 minutes after the scheduled pick-up time.

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Breakdowns per 10,000 vehicle miles		
Service lost due to vehicle malfunction		
Complaints per 1,000 boardings		
Calls answered	N/A	
Average call hold time	N/A	No greater than 11 minutes on average
Passenger no-shows	N/A	
Unfilled trips	N/A	No more than 2 per month
Cancellations by passenger	N/A	Operator should identify strategy for addressing individual passengers with high rates of cancellation
Average ride rating	N/A	At least 4.8 out of 5

### Database Management, Record-Keeping and Safeguards for Handling Confidential Information

For demand-response services, the contractor shall provide software that is able to safely house program participant data and maintain the database. Each participant should be assigned a unique alphanumeric code to be used for client identification. All records should be geo-coded to verify that the participant resides in the service area. The database must be kept current by archiving records of individuals who no longer participate in the program. If there is no activity for six (6) months, the contractor will contact the participant advising them that they will be placed in an inactive status and their data file will be subsequently archived unless they respond otherwise. The contractor will re-certify current participant eligibility at least once every two (2) years in order to keep the database current and to ensure that all active records are up-to-date. Participants will reaffirm eligibility with proof of current address and disability status, if applicable.

The contractor shall provide security to prevent access to computer data, records, and equipment by unauthorized individuals. The proposal should describe the methods to ensure secure protocols. Employee training will include information regarding the importance of client confidentiality. The contractor shall have safeguards in place relating to the disposal of any sensitive documents which disclose personal information of program participants. Duplicate applications and documents (copies of Medi-Cal and social security cards, driver’s licenses, etc.), correspondence, or any document containing registrant’s confidential information shall be mechanically shredded prior to disposal.

### Emergency Resources

In the event of an emergency, the contractor shall be available to provide necessary resources, including vehicles and drivers, to assist with transporting emergency supplies such as food and water to designated shelter locations, as well as transporting community members to designated Shelter-

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in-Place locations (e.g., Plummer Park Community Center, Aquatic and Recreation Center). If the designated Shelter-in-Place locations are unavailable, the City’s Emergency Operations Center (EOC) representative will identify and communicate an alternate location. The required number of vehicles and drivers, along with designated routes, will be determined and coordinated in consultation with the City’s Emergency Operations Center (EOC) representative at the time of the emergency. The City will compensate the contractor for costs reasonably incurred in providing services that materially exceed normal operating expenses during a declared emergency.

### **Wages and Billable Hours**

The contractor shall bill each City for their respective program submitting monthly invoices describing the services performed, the dates of performance, a description of reimbursable costs, and any other information requested by the Cities (including performance metrics described in this RFP to provide sufficient backup for charges invoiced).

A billable hour is hours in service (exclusive of deadhead, fuel time, and operator lunch breaks).

West Hollywood enacted a [Living Wage Ordinance](#) in 1997 and most recently updated in 2022 that requires the contractor to provide its staff a fair hourly wage that supports a basic standard of living. The hourly wage is increased annually each July 1<sup>st</sup> by Consumer Price Index for Urban Wage Earners and Clerical Workers (“CPI-W”) for all urban wage earners and clerical workers that includes the Los Angeles metropolitan area. As of July 1, 2025, the established living wage rate is \$21.32 per hour.

This ordinance requirement does not apply for Beverly Hills, but it is expected that the contractor propose wages it believes are competitive in the market so that it can sufficiently staff both programs.

### **Program Operations**

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

Demand-response services are generally expected to perform with an average of three (3) boardings per hour, and the West Hollywood TLC service is expected to provide a minimum average of one point five (1.5) boardings per hour. The contractor will not be held responsible for failure to provide on-time service due to weather, special events, and/or natural disasters. The contractor shall operate vehicles with due regard for the safety, comfort and convenience of passengers and the general public; and ensure that necessary driver qualifications and vehicle Original Equipment Manufacturer (“OEM”)-specified maintenance and operating instructions are followed. The proposal shall describe how the contractor will monitor staff performance to ensure these standards are met and maintained throughout the employee’s tenure, and what steps are taken to improve unsatisfactory performance.

### **Storage and Maintenance Facilities**

Due to the significant traffic congestion common throughout the Los Angeles region and sprawling development pattern, the Cities require the contractor to provide maintenance and storage or staging

## **CITIES OF WEST HOLLYWOOD AND BEVERLY HILLS REQUEST FOR PROPOSALS (“RFP”)**

facilities for daytime operations within eight (8) miles of the Cities’ limits. The contractor must be able to meet a thirty (30) minute vehicle response time in the event that an in-service vehicle breaks down or additional vehicles are needed to deliver on-demand service. If the proposer is unable to locate its main storage and maintenance facility within eight (8) miles, it must demonstrate a feasible plan to provide an operational alternative that meets a thirty (30) minute or better response time standard during peak weekday traffic hours of 7 AM to 9 AM and 3 PM to 6 PM.

Proposals should describe in detail the storage and maintenance facilities for the vehicle fleet and identify the location of such facilities, which shall be subject to pre-award inspection. If the maintenance and storage facilities are to be acquired, the proposal shall describe what actions will be taken to ensure acquisition and startup prior to the commencement of the contract term.

The proposed location(s) must have sufficient capacity and technical capability to store and maintain a minimum of thirty (30) vehicles of the sizes and specifications listed in EXHIBIT A of this RFP. In addition, proposers should provide a plan for integrating charging facilities into the site, including coordination with the Cities for installation, which may be funded by the Cities if necessary.

### **Vehicles to Be Provided**

#### West Hollywood

West Hollywood has traditionally owned its fleet and relied on the contractor for operations and maintenance. However, many of the vehicles are beyond their useful life and the City is preparing for the long-term transition to a zero-emissions fleet. Due to these factors, the City intends for the contractor to provide its own vehicles for at least the first three years of the contract. The contractor shall offer vehicles that are comparable in design, capacity, and features, to those which the City currently owns; and requires that the fuel and propulsion system be one that the contractor can operate, maintain, and fuel.

During the initial three (3) year period, West Hollywood will continue to pursue its goal of transitioning its service to electric vehicles. A proposer with the experience in and ability to offer electric vehicles that meet the service design would be accepted, but is not required or expected based on the City’s understanding of the current state of the technology. The City would continue to involve the selected contractor in its fleet transition planning so that the contractor has adequate notice whether it would need to continue providing its own fleet beyond the initial three (3) year period or should anticipate that the City would phase in its own vehicles.

Proposers should consider their ability to secure vehicles whether by owning outright or leasing and describe in their proposal this approach. The City may supplement the contractor-provided fleet with the remaining City-owned vehicles that have not exceeded their useful service life. West Hollywood is currently exploring a temporary lease agreement to immediately replace the oldest vehicles as a stop-gap and may be able to extend this arrangement to provide a contractor lead time to put its own fleet in place, if necessary. However, it is the City’s preference that the contractor have its own fleet available from the commencement of the contract period.

Please note that the City has secured funding specific to procuring or leasing zero-emission vehicles and the associated charging/fueling infrastructure, and will support the selected vendor in leveraging these funding sources.

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### Beverly Hills

Beverly Hills requires the contractor to provide its own vehicles for its Senior Dial-A-Ride program. As the City prepares for the long-term transition to a zero-emissions fleet, proposed leased vehicles should meet zero-emission standards in accordance to CARB requirements. The contractor shall offer vehicles that are comparable in design, capacity, and features as its current fleet, and with a fuel and propulsion system that the contractor can operate, maintain, and fuel. A proposer with the experience in and ability to offer electric vehicles that meet the service design would be accepted, but is not required or expected based on the City’s understanding of the current state of the technology.

The City currently owns two diesel-powered heavy-duty vehicles and anticipates retiring both vehicles in calendar year 2029. The contractor is responsible for storage, maintenance, operation, and liability insurance coverage for both heavy-duty vehicles and the fleet leased through the contractor for the Dial-A-Ride service.

### Both Cities

The proposal should describe the contractor’s fleet replacement plan, accounting for the minimum useful life of the vehicle. The proposer is not required to provide brand-new vehicles for either service, but vehicles offered should not be older than two-thirds (2/3) their useful life unless replacement vehicles are already on order for delivery after commencement of the contract period.

Additionally, the proposal should describe the contractor’s ability to provide charging/fueling infrastructure necessary to operate a zero-emission fleet, and provide cost information for this provision.

### Vehicle Systems

The vehicles to be used on West Hollywood’s fixed-route services must include an automated voice announcement (“AVA”), public address (“PA”) system, automatic passenger counters (“APC”), and an integrated automated vehicle location (“AVL”) system that provides publicly-available vehicle location. The AVL system, presumably to be integrated with the computer-aided dispatching system, must be capable of tracking and reporting vehicle positions both to dispatch and the general public to assist in determining when the next bus is arriving at any fixed-route stop. This system could be integrated with, or in addition to, the microtransit platform which would provide the vehicle location for demand-response services. The public-facing real-time information system should meet the guidelines provided by the California Integrated Travel Project (“Cal-ITP”) Transit.Data.Guidelines version 3.1 or later. Proposals should describe the technology offered and what steps the vendor takes to coordinate with the technology provider or partner to achieve a high degree of reliability in the real-time data feed and what steps the contractor takes to verify it is maintaining both the base schedule General Transit Feed Specification (“GTFS”) feed and the vehicle and backend systems to provide this data to the public. The City’s current technology is Cubic/NextBus, but the City does not require that the contractor maintain this specific technology, provided it can demonstrate that it offers another provider or partnership that it is familiar with and prepared to maintain. As with technology systems described elsewhere in the RFP, the proposer should specify a transition plan for this technology if necessary. The proposal should address how the contractor will maintain the necessary data (GTFS, schedule and deployment information, etc.) to ensure public feeds match

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vehicle deployments to provide a high-quality real-time information feed, and its experience with its proposed platform in troubleshooting both the hardware and data management.

All Beverly Hills fleet vehicles shall include a Global Positioning System (“GPS”) system to track the location of each vehicle and assist with passenger/trip coordination.

The vehicle fleet provided for both Cities shall include on-board surveillance cameras for safety and documentation in the event of an incident on board, or a vehicle collision. The vendor should supply the camera system with the vehicle, including the necessary hardware and software to access and store recordings following an incident. Recordings following an incident must be reviewed with the Cities and retained following the respective City’s record retention policy and state regulations.

Cutaway-style vehicles provided for the Cities shall include a changeable marquee destination sign, preferably electronic, that meets ADA standards. The destination sign shall be programmed by the contractor to identify the various services in operation for both Cities. This will help in the event that vehicles must be flexed from one service to another within a City’s program as provided for in this scope.

Although not required at the initial period of service, proposers must demonstrate their capability and/or willingness to integrate AI-powered enforcement technologies for Bus Zones, Bike Lanes, and Bus Lanes. The proposal should outline an approach for future integration and any prior experience implementing similar systems. If this capability is pursued in the future, it could be addressed with a separate City contract at City expense, but equipment would need to be mounted to vehicles operated by the proposer.

### **Revenue.Service.Vehicle.Branding**

The primary fleet for each service shall be separately branded with decals or full-vehicle wraps. The Cities will incur the cost of production and installation of the vehicle wraps, and shall be responsible for replacing wraps and decals no less than every five (5) years, or as their condition warrants. The contractor shall be responsible for regular vehicle maintenance and cleaning as described below, and should alert the Cities if the condition of the branding is deteriorating. The Cities will accept a proposal in which a limited number of spare vehicles do not have permanent exterior branding and are able to be interchanged between services as needed, to maximize efficient use of shared resources. In this case, the Cities would provide temporary magnetic or other swappable branding to help identify the vehicle as-needed, and would make use of the changeable destination sign to further delineate the program the vehicle is being deployed on.

The contractor shall install, or demonstrate a willingness to collaborate with the Cities on the installation of rider information racks inside vehicles. These racks will be designed to securely and neatly hold brochures, flyers, and maps for public distribution. All installations must be professional in appearance and maintain a clean, organized presentation.

### **Non\_Revenue.Support.Vehicles**

The proposer should estimate need for and describe the provision of non-revenue support vehicles. These vehicles would be owned and operated solely by the contractor.

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### **Vehicle Maintenance Requirements**

The contractor is responsible for vehicle leasing costs, registration, inspections, maintenance, and operations. The proposer may own its vehicles outright; in either case, the contractor is responsible for providing the vehicle fleet that meets the needs of the services as described. Vehicles are to use their respective City’s branding. As previously noted, West Hollywood will apply funding towards zero emissions fleet procurement and the associated charging/fueling infrastructure.

The contractor will be required to maintain all components of the vehicles inside and out in proper working condition free from damage and malfunction. The contractor shall (at its sole cost and expense) maintain inventory of and provide fuel, lubricants, repairs, parts, and supplies required for the maintenance and operation of all vehicles; and components including communications, location hardware, and software and other amenities.

The contractor shall service each vehicle according to the manufacturer’s specifications, but not less than every six thousand (6,000) miles, with major inspection and servicing occurring not less than every twelve thousand (12,000) miles. The contractor shall keep maintenance records for each vehicle for the duration of its service under contract and will track and report to the Cities on a monthly basis the number of miles between road calls. The Cities may establish performance measures related to the frequency of breakdowns and lost service.

The contractor shall replace and repair immediately any vehicle damaged in any collision or other issue which impairs the proper and safe operation of the vehicle. In the event that a vehicle is required to be towed, the contractor shall be responsible to provide towing at the contractor’s sole expense.

The proposer should describe the staffing required to meet the services included in this scope, including if it intends to provide those staff directly or subcontract any or all parts of the maintenance and cleaning program. Proposers may choose, but are not required, to name and provide a resume for a specific Maintenance Manager.

### **Fuel.or.Recharging**

The contractor shall have capacity to provide the required fuel for the designated vehicle type that it provides, following the Cities’ requirements for fuel and propulsion systems described in this RFP. Fuel costs are not included in the calculation of the hourly rate and should be shown as a separate line in the budget. Fuel costs may be directly reimbursed to the contractor. The contractor should describe its fueling or recharging plan, regardless of whether it directly owns and operates its own fueling facility or will use another source. The fueling location should meet the same criteria as the vehicle storage and maintenance facility in terms of distance from the Cities’ borders, but is not required to be on-site.

As previously noted, West Hollywood seeks to convert to a zero-emission transit fleet, and in doing so, would expect the proposer to identify a method to procure and fuel/charge said vehicles. West Hollywood has secured funding specific to this, which would be passed through to the selected vendor.

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### **Dispatching.Spare.Vehicles**

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

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

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

### **Heating?Ventilation?and.Air.Conditioning.(»HVAC«).Standards**

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

### **Daily.Maintenance**

Vehicle will be inspected for cleanliness daily prior to service and daily driver vehicle inspection forms should address any maintenance concerns. The interior of the vehicle will be cleared of any debris and vacuumed daily. Refuse, newspapers, and other material remaining on board shall become the property of the contractor. Lost and Found items shall be retained and reported to City staff.

Under no circumstance shall a vehicle be dispatched for service with any amenity of safety defect. A record of all such inspections shall be maintained by the contractor and be made available to the Cities upon request. The contractor must describe in its proposal its protocols for daily vehicle pre-trip safety inspection that meets United States Department of Transportation (“USDOT”) and state requirements and guidelines. In addition to inspection of mechanical systems for the safe operation of the vehicle, the following items shall be inspected each day prior to dispatch:

- Vehicle driver and passenger area clean floors, seats, and windows
- Vehicle interior free of trash and ancillary items organized and in good condition
- Maps, pamphlets, announcements, and other posted materials are current and sufficiently stocked
- All applicable passenger amenity systems such as automated announcements and/or driver PA microphone, electronic displays, stop request cords, and other features are in good condition and working; or an approved alternative is available in the case that a feature is awaiting parts or replacement
- Wheelchair lift or ramp are tested and working safely under load
- Wheelchair securement devices are complete, in working order, and organized

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## Periodic.Cleaning

At least once weekly, and more frequently as needed to maintain required standard of cleanliness, all vehicles must receive detailed cleaning (including exterior wash, cleaning of interior windows, vacuuming of floors and upholstery as applicable, and wiping down of non-upholstered surfaces and handrails with disinfectant solution).

## Exclusions

The contractor is not responsible for the following:

- The Cities offer subsidized on-demand transportation programs through Ambiance transportation under a separate contract and are not included in this RFP.
- Cleaning and maintenance of bus stops, which is the responsibility of the Cities.

## Proposal Instructions

### Submission of Proposals

Submissions for this proposal will be received electronically through the West Hollywood’s PlanetBids portal.

Proposals must be submitted no later than 5:00 P.M. Pacific Time on March 25, 2026.

### Format of Proposals

All proposals should be typed in 12-point font and structured to provide straightforward, concise responses to each subject outlined in this RFP. The Proposal Narrative must include the designated headers (in bold) and deliver a complete, accurate description of the offer. Promotional content should not be included unless submitted as an exhibit to clarify or expand upon responses in the required proposal form.

### Proposal Narrative

Describe the method proposed to perform the scope of work defined in this RFP, as summarized below:

1. **Firm Qualifications and Experience:** Describe the firm’s qualifications and experience providing fixed-route and paratransit services for a minimum fleet size of twenty-five (25) vehicles, including compliance with federal, state, and local regulations and reporting requirements. Include specific examples of similar services provided
2. **Data Collection, Monitoring and Reporting:** Outline the procedures for data collection, monitoring, and reporting.
3. **Staffing Plan and Key Personnel:** Provide the firm’s staffing plan for the scope of services and demonstrate the qualifications of the proposed project manager and other key staff.
4. **Employee Training Programs:** Describe the employee training programs by category for the scope of services.

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5. **Administrative and Operations Technology Solutions:** Detail the administrative and operations management technology solutions offered, including call-taking, dispatching, vehicle driver terminals, passenger information systems, real-time information, and other relevant technologies.
6. **Quality Assurance Processes:** Describe the quality assurance processes affecting all aspects of service, including monitoring staff performance, service delivery, customer service, etc.
7. **Operating Base Location and Capacity:** Specify the location and demonstrate the capacity of the proposed operating base (vehicle storage and maintenance facility) that complies with the scope requirements.
8. **Leased Vehicle Approach and On-Board Technology:** Specify the contractor’s proposed approach for providing leased vehicles, including the required on-board technology for which the contractor is responsible.
9. **Maintenance and Staffing Program:** Describe the maintenance and staffing program necessary to meet the scope of services.

### Proposed Costs

To ensure a standardized basis for the comparison of bids, all proposed costs must be specified according to the format of the cost proposal sheet. Provide a salary scale for all positions described in the proposal and describe the benefits package including medical coverage. Describe any ways in which efficiencies are gained through combined operation and administration of all the functions in the scope across the transit programs of both Cities.

The cost proposal sheet is organized into multiple tabs, each categorized by service and City. Provide the standalone service costs for each service within its respective City tab. The final tab, labeled as “Combined Cities,” should include the projected costs for combined services for both Cities.

In the event a City elects to extend service hours or implement future service modifications, such changes shall be governed by the terms and conditions of the resulting agreement.

### Screening, Selection, and Award

Any contract resulting from this RFP will be awarded to the contractor whose proposal meets the requirements of the RFP and is evaluated as offering the best advantage to the Cities for attainment of project objectives defined in the RFP and based on the evaluation criteria set forth below. Negotiations may or may not be conducted with contractors; the proposal should include the contractor’s most favorable terms and conditions. The screening and selection process will be as follows:

1. Proposals will be evaluated to determine compliance with the RFP scope of work. Proposals meeting the specifications will be considered responsive and proceed to step 2.
2. Responsive proposals will be reviewed by an evaluation panel based on the evaluation criteria and weighting described below. Weighted scores from all panel members will be combined and an average percentage value will be calculated and assigned to each proposal. Following evaluation, the Cities may decide to award the contract, without further

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discussion, to the contractor receiving the highest score, or to interview contractors within a competitive range.

3. Contractors within a competitive range may be interviewed. The purpose of such interviews is to obtain additional information or clarification of proposals. At a minimum, the proposed Project Manager and a senior manager authorized to commit on behalf of the contractor shall be present at interviews. The Cities may also request to visit the location of proposed facilities as discussed in the Scope of Work.
4. Following interview or intent to award, the evaluation panel will then make recommendations for approval by each City’s City Council.

### **Proposal Evaluation Criteria**

This RFP has been structured to provide specific requirements which function as a standardized framework for the evaluation of a prospective contractor’s qualifications. A contract will be awarded to the contractor deemed most responsive in accordance with the selection criteria. Any proposal which contains items not specified, items which are incorrect or incomplete, or which does not respond to items in the manner specified by this RFP may be considered non-responsive and will be rejected on this basis. Contractors taking exception or making alterations to any requirement of the RFP must do so in writing and include a statement of justification or description for the exceptions.

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

- Contractor’s history and capacity to perform the service
- Contractor’s qualifications and experience with programs of similar size and scope, including that of its key personnel
- Contractor’s familiarity with and proximity to the program
- Contractor’s proposed program approach and schedule
- Contractor’s proposed technology and fleet
- Submitted references from programs of similar size and scope
- Proposed Cost

Pursuant to Chapter 4.6, Section 1070-1074, Part 3, Division 2 of the California Labor Code, a proposer may earn an additional 10% evaluation scoring by affording a priority in hiring to the existing employees of the incumbent contractor.

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

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

### **Protest Procedures**

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

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

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

Federal Transit Administration Regional Administrator – Region IX  
888 S Figueroa St Ste 440  
Los Angeles, CA 90017

## Exhibits

- A. Services Summary
- B. Vehicle Inventory
- C. California Labor Code 1070-1074 Information
- D. Federal Clauses and Requirements
- E. West Hollywood Agreement Template
- F. Beverly Hills Agreement Template
- G. Insurance Requirements
- H. Exceptions

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## Exhibit A

### Services Summary

#### WEST HOLLYWOOD

<b>Service Type</b>	<b>Service Description</b>	<b>Hours of Service</b>	<b>Estimated Annual Revenue Hours (FY25)</b>	<b>Average Daily Ridership (FY25)</b>
<b>CityLine Local</b>	General Public fixed-route	Monday-Saturday 9:00 AM to 5:00 PM  Maximum 4 vehicles in service	9,390	64
<b>CityLine Commuter</b>	General Public fixed-route limited-stop service between West Hollywood and Hollywood/Highland Metro B Line Station	Monday-Friday 7:00 AM to 9:00 AM  Monday-Saturday 5:00 PM to 8:00 PM  Maximum 4 vehicles in service	4,993	107
<b>CityLine Flex (Dial-A-Ride)</b>	Non-ADA Paratransit and Senior (62+) curb-to-curb service for residents of West Hollywood. Service within the cities of West Hollywood and Beverly Hills, plus a 2-mile buffer around the City of West Hollywood border.  The City intends to expand eligibility to the general public with priority for service given to eligible senior/disabled riders described above.	Monday-Friday 7:30 AM to 5:30 PM  Maximum 4 vehicles in service  Reservations by phone available 7:00 AM to 7:00 PM Monday-Friday.  App-based reservations available.	8,355	44
<b>TLC</b>	Enhanced door-to-door service for seniors and disabled residents. An additional staff attendant accompanies each vehicle to assist riders with mobility, groceries, and access between building and vehicle.	Monday-Friday 7:30 AM to 5:30 PM  Maximum 2 vehicles in service  Reservations by phone available 7:00 AM to 7:00 PM	194	3

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<b>Service Type</b>	<b>Service Description</b>	<b>Hours of Service</b>	<b>Estimated Annual Revenue Hours (FY25)</b>	<b>Average Daily Ridership (FY25)</b>
	<p>Additionally, weekly group shuttle trips for shopping and to major medical centers, to be scheduled based on demand and common individual trip patterns. Typical destinations include UCLA Medical in Westwood, the VA Hospital, Ralphs, Vons, and other markets.</p> <p>Service within the city of West Hollywood, plus a 2-mile buffer around the City of West Hollywood border, and may include other medical and social service locations approved by the City.</p>	Monday-Friday. App-based reservations available.		
<b>The Pickup</b>	General Public fixed-route	<p>Friday-Saturday 8:00 PM to 3:00 AM</p> <p>Sunday 2:00 PM to 10:00 PM</p> <p>Thursday (Mar-Oct) 8:00 PM to 3:00 AM</p> <p>Maximum 3 vehicles in service</p>	4,245	808

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**Exhibit A (cont.)**

**Services Summary**

**BEVERLY HILLS**

<b>Service Type</b>	<b>Service Description</b>	<b>Hours of Service</b>	<b>Estimated Annual Revenue Hours (FY25)</b>	<b>Average Daily Trips (FY25)</b>
<b>Dial-A-Ride</b>	<p>Appointment-based non-ADA Paratransit and Senior (62+) curb-to-curb service for residents of Beverly Hills. Service within the Beverly Hills city limits.</p> <p>Medical destinations outside of the city borders include Cedars-Sinai Medical Center, UCLA Medical Center, Century City Medical Plaza, and West LA Veterans Affairs Medical Center.</p> <p>Additionally, weekly group shuttle trips for shopping and to major medical centers, to be scheduled based on demand and common individual trip patterns.</p>	<p>Monday-Friday 8:00 AM to 4:00 PM</p> <p>Maximum 4 vehicles in service</p> <p>Reservations by phone available 7:00 AM to 7:00 PM Monday-Friday.</p>	5,000	30
<b>Beverly Hills Circulator</b>	General Public fixed-route circulator	<p>Saturday-Sunday 11AM to 5PM</p> <p>Winter Season (subject to change) Thursday through Sunday 5PM TO 10PM</p> <p>Summer Season (subject to change) Tuesday through Sunday 11AM to 5PM</p>	1,200	25

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<b>Service Type</b>	<b>Service Description</b>	<b>Hours of Service</b>	<b>Estimated Annual Revenue Hours (FY25)</b>	<b>Average Daily Trips (FY25)</b>
<b>Special Charters</b>	City-initiated requests for service for City functions and special events such as City Council/Commission tours and the bi-annual City Art Show.	As needed.	250	TBD

**CITIES OF WEST HOLLYWOOD AND BEVERLY HILLS  
REQUEST FOR PROPOSALS (“RFP”)**

## Exhibit B

### Vehicle Inventory

**West Hollywood (Operational)**

<b>Client/Type</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Fuel</b>	<b>Body Manufacturer</b>	<b>Ambulatory/WC Capacities</b>
WH Cutaway	2018	Ford	E450	CNG	Champion	20/2
WH Cutaway	2018	Ford	E450	CNG	Champion	20/2
WH Cutaway	2018	Ford	E450	CNG	Champion	20/2
WH Minivan	2016	Dodge	Caravan	Unleaded	Braun	6/1
WH Minivan	2016	Dodge	Caravan	Unleaded	Braun	6/1
WH Minivan	2016	Dodge	Caravan	Unleaded	Braun	6/1
WH Minivan	2016	Dodge	Caravan	Unleaded	Braun	6/1
WH Cutaway	2016	Chevrolet	Cutaway	Unleaded	ARBOC	14/2
WH Minivan	2014	Dodge	Caravan	Unleaded	Braun	6/1
WH Minivan	2016	Dodge	Caravan	Unleaded	Braun	6/1
WH Shuttle Bus	2002	Ford	F53	Unleaded	Supreme Corporation	26/2
WH Shuttle Bus	2021	Ford	F53	Unleaded	Brown Industries	26/2
WH Shuttle Bus	2022	Ford	F53	Unleaded	Brown Industries	26/2

**West Hollywood (Non-Operational, Requiring Major Work)**

<b>Client/Type</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Fuel</b>	<b>Body Manufacturer</b>	<b>Ambulatory/WC Capacities</b>
WH Cutaway	2018	Ford	E450	CNG	Champion	20/2
WH Cutaway	2018	Ford	E450	CNG	Champion	20/2

**CITIES OF WEST HOLLYWOOD AND BEVERLY HILLS  
REQUEST FOR PROPOSALS (“RFP”)**

**Exhibit B (cont.)**

**Beverly Hills (Operational)**

<b>Client/Type</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Fuel</b>	<b>Body Manufacturer</b>	<b>Ambulatory/WC Capacities</b>
BH Cutaway	2019	Ford	E350	Propane	Starcraft	20/2
BH Cutaway	2019	Ford	E350	Propane	Starcraft	20/2
BH Cutaway	2019	Ford	E350	Propane	Starcraft	20/2
BH Minivan	2019	Dodge	Caravan	Unleaded	Braun	6/1
BH Minivan	2019	Dodge	Caravan	Unleaded	Braun	6/1
BH Circulator	2008	NABI	American Heritage	Unleaded	Braun	26/1
BH Circulator	2016	NABI	American Heritage	Unleaded	Braun	26/1

**CITIES OF WEST HOLLYWOOD AND BEVERLY HILLS  
REQUEST FOR PROPOSALS (“RFP”)**

## Exhibit C

### California Labor Code 1070-1074 Information

# Wages and Fringe Benefits for MV Transportation, Inc.'s (MV) Management of Transportation Services Management, Operation, and Maintenance for the City of West Hollywood and Beverly Hills, CA

## OVERVIEW OF BENEFITS (Non-Exempt, Non-Bargained):

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

**VACATION PAY:** Vacation accrues biweekly at 1.88 hours per pay period from date of hire, 3.08 hours per pay period at 3 years, and then 6.15 hours per pay period after 10 years.

**SICK LEAVE:** Sick hours accrue at 1 hour for every 30 hours worked up to a maximum balance of 80 hours. Accruals begin upon hire but are not available for use until after 90 days of employment.

**PAID HOLIDAYS:** Currently, employees are eligible for six (6) paid holidays; On June 13, 2026, all employees will be eligible to receive eight (8) paid holidays.

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

**SUPPLEMENTAL VOLUNTARY BENEFITS:** First of the month following 60 days of employment full time employees are eligible to participate in company offered voluntary benefits for short term disability, accident care, critical illness, and hospital indemnity.

**FLEXIBLE SPENDING ACCOUNTS (Health Care FSA and Dependent Care FSA):** These programs allow employees to put aside pre-tax money to pay for childcare or eldercare expenses while employees work, and to pay for qualifying out-of-pocket medical expenses (such as copays and other covered items.) Employees are eligible to participate in both plans on their normal benefits eligibility date as long as they are not participating in a High Deductible Health Plan.

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

**SUPPLEMENTAL LIFE, and AD&D INSURANCE:** In addition to its health insurance plan offerings, MV also offers company-sponsored supplemental life insurance and Accidental Death & Dismemberment (AD&D) insurance plans through Securian. The supplemental life insurance plan is available to employees, their spouse/domestic partner, and their children. The AD&D insurance plan is available to employees. Employees are eligible effective on the 1st of the month following 60 days of employment.

### Medical, Dental and Vision Information:

2026					2026						
Hourly Non-Union					Hourly Non-Union						
EE Count	Employee Costs	Employer Costs	Total Costs	EE Count	Employee Costs	Employer Costs	Total Costs	EE Count	Employee Costs	Employer Costs	Total Costs
<b>Medical/Rx - Open Choice PPO</b>					<b>Dental - Delta Dental PDP</b>						
Pay Rates of \$7.25 - \$14.42											
Employee only	0	\$68.42	\$677.20	\$745.62	Employee only	6	\$32.27	\$0.00	\$32.27		
Employee + Spouse	0	\$363.92	\$1,201.87	\$1,565.79	Employee + Spouse	1	\$69.46	\$0.00	69.46		
Employee + Child(ren)	0	\$182.40	\$1,262.35	\$1,444.75	Employee + Child(ren)	0	\$66.37	\$0.00	66.37		
Employee + Family	0	\$393.84	\$2,011.70	\$2,405.54	Employee + Family	0	\$115.19	\$0.00	115.19		
	0	\$0	\$0			7	\$263	\$0			
Pay Rates of \$14.43 - \$16.83											
Employee only	0	\$92.20	\$653.42	\$745.62	Employee only	5	\$12.43	\$0.00	\$12.43		
Employee + Spouse	0	\$431.38	\$1,134.41	\$1,565.79	Employee + Spouse	0	\$26.75	\$0.00	26.75		
Employee + Child(ren)	0	\$215.42	\$1,229.33	\$1,444.75	Employee + Child(ren)	0	\$25.55	\$0.00	25.55		
Employee + Family	0	\$464.86	\$1,940.68	\$2,405.54	Employee + Family	0	\$44.34	\$0.00	44.34		
	0	\$0	\$0		Employee + Family	5	\$62	\$0			
Pay Rates of \$16.84 +											
Employee only	9	\$105.58	\$640.04	\$745.62	Employee only	7	\$5.60	\$0.00	\$5.60		
Employee + Spouse	0	\$495.31	\$1,070.48	\$1,565.79	Employee + Spouse	1	\$11.22	\$0.00	11.22		
Employee + Child(ren)	0	\$247.15	\$1,197.60	\$1,444.75	Employee + Child(ren)	0	\$11.99	\$0.00	11.99		
Employee + Family	0	\$537.48	\$1,868.06	\$2,405.54	Employee + Family	1	\$19.17	\$0.00	19.17		
	9	\$950	\$5,760		Employee + Family	9	\$70	\$0			
Pay Rates of \$16.84 +											
Employee only	9	\$105.58	\$640.04	\$745.62	Employee only	7	\$5.60	\$0.00	\$5.60		
Employee + Spouse	0	\$495.31	\$1,070.48	\$1,565.79	Employee + Spouse	1	\$11.22	\$0.00	11.22		
Employee + Child(ren)	0	\$247.15	\$1,197.60	\$1,444.75	Employee + Child(ren)	0	\$11.99	\$0.00	11.99		
Employee + Family	0	\$537.48	\$1,868.06	\$2,405.54	Employee + Family	1	\$19.17	\$0.00	19.17		
	9	\$950	\$5,760		Employee + Family	9	\$70	\$0			

**MV Transportation –List of Non-Exempt, Non-Bargained Employees  
Information provided is as of 2/17/26 (Excludes Exempt Employees)**

**The employees listed below are shared between the West Hollywood Pickup Shuttle, West Hollywood and Beverly Hills services from its operating division.**

**As such, employees are not fully dedicated to any one service MV operates from this division, rather they are used on multiple services.**

<b>Position</b>	<b>Status</b>	<b>Seniority Date</b>	<b>Rate of Pay as of 2/17/2026 (\$)</b>	<b>Rate of Pay as of 6/13/2026 (\$) (See Attached Memo)</b>	<b>Union or Non-Union</b>
Administrative Assistant	Regular Full-Time	11/29/1994	\$ 25.76	\$ 26.53	Non-Union
Driver	Regular Full-Time	1/18/2018	\$ 24.08	\$ 26.00	Non-Union
Driver**	Regular Full-Time	11/11/2019	\$ 24.08	\$ 26.00	Non-Union
Driver	Regular Full-Time	2/10/2020	\$ 24.08	\$ 26.00	Non-Union
Shop Foreman	Regular Full-Time	2/21/2020	\$ 48.72	\$ 50.18	Non-Union
Driver	Regular Full-Time	3/31/2021	\$ 24.08	\$ 26.00	Non-Union
Dispatcher	Regular Full-Time	1/24/2022	\$ 24.98	\$ 28.00	Non-Union
Driver	Regular Full-Time	5/23/2022	\$ 23.67	\$ 26.00	Non-Union
Driver	Regular Full-Time	8/10/2022	\$ 23.25	\$ 24.93	Non-Union
Driver	Regular Full-Time	10/30/2023	\$ 22.17	\$ 24.21	Non-Union
Road Supervisor *	Regular Full-Time	11/20/2023	\$ 26.00	\$ 28.00	Non-Union
Driver	Regular Full-Time	8/5/2024	\$ 22.17	\$ 23.50	Non-Union
Driver	Regular Full-Time	8/16/2024	\$ 22.17	\$ 23.50	Non-Union
Driver	Regular Full-Time	9/26/2024	\$ 22.17	\$ 23.50	Non-Union
Driver	Regular Full-Time	1/23/2025	\$ 22.17	\$ 23.50	Non-Union
Auto Tech B	Regular Full-Time	2/27/2025	\$ 37.95	\$ 39.09	Non-Union
Driver	Regular Full-Time	6/25/2025	\$ 22.17	\$ 23.50	Non-Union
Driver	Regular Full-Time	8/11/2025	\$ 22.17	\$ 23.50	Non-Union
Driver**	Regular Full-Time	9/15/2025	\$ 22.17	\$ 23.50	Non-Union
Driver**	Regular Full-Time	9/22/2025	\$ 22.17	\$ 23.50	Non-Union
Auto Tech B	Regular Full-Time	9/22/2025	\$ 37.95	\$ 39.09	Non-Union
Driver	Regular Full-Time	10/13/2025	\$ 22.17	\$ 23.50	Non-Union
Driver	On Leave	11/10/2025	\$ 22.17	\$ 23.50	Non-Union
Utility Worker	Regular Full-Time	12/8/2025	\$ 23.58	\$ 24.17	Non-Union
Driver	Regular Full-Time	1/12/2026	\$ 22.17	\$ 23.50	Non-Union
Road Supervisor	Regular Full-Time	2/9/2026	\$ 24.98	\$ 28.00	Non-Union
Driver	Regular Full-Time	2/9/2026	\$ 22.17	\$ 23.50	Non-Union
Driver	Regular Full-Time	2/9/2026	\$ 22.17	\$ 23.50	Non-Union
TLC Attendant	OPEN/Regular Full-Time	TBD	\$ 22.17	\$ 23.50	Non-Union

\*Note – This position is a dual role position of Supervisor and Dispatcher

\*\*Note – These Drivers are paid at a premium rate of \$33.10 while operating the “Late Night Pickup Shuttle” and will be paid \$34.10 on June 13, 2026. When not driving this shuttle service, the operators are paid the rates shown in the table above.



February 17, 2026

MV Division 48 Employees  
RE: Wage and Benefit Adjustments

MV wages for the payroll period beginning on June 13, 2026, will be as follows for the positions outlined below. These wages represent MV's commitment to stay current with employee compensation within the existing labor market rates. The tables below outline wage rates for employees providing services to Div. 48 West Hollywood and Beverly Hills.

Position/Classification	Current Wage Rate: 2/17/2026	Proposed Wage Rate: 6/13/2026
Administrative Assistant	\$ 25.76	\$ 26.53
Driver – Year 1	\$ 22.17	\$ 23.50
Driver – Year 2	\$ 23.25	\$ 24.21
Driver – Year 3	\$ 23.67	\$ 24.93
Driver – Year 4	\$ 24.08	\$ 26.00
Dispatcher	\$ 24.98	\$ 28.00
Road Supervisor	\$ 24.98	\$ 28.00
Road Supervisor/Dispatcher	\$ 26.00	\$ 28.00
Shop Foremen	\$ 48.72	\$ 50.18
Auto Tech B	\$ 37.95	\$ 39.09
Utility Worker	\$ 23.58	\$ 24.17
TLC Attendant	\$ 22.17	\$ 23.50
Pickup Trolley Shuttle Driver	\$ 33.10	\$ 34.10

MV will also be making an adjustment to the employee benefit program with the addition of two (2) paid holidays for the Day After Thanksgiving and Presidents Day.

Best regards,

*Tony Mercado*

Regional Vice President -Operations

**CITIES OF WEST HOLLYWOOD AND BEVERLY HILLS  
REQUEST FOR PROPOSALS (“RFP”)**

## Exhibit D

### Federal Clauses and Requirements

## FEDERAL CLAUSES AND REQUIREMENTS

1. False or Fraudulent Statements and Related Acts
2. Breaches and Dispute Resolution
3. ITS Architecture
4. ADA Access
5. Assignability
6. Charter Bus and School Bus Requirements
7. Energy Efficiency
8. Clean Air Act / Federal Water Pollution Control Act
9. Byrd Anti-Lobbying Amendment **(Certification Required)**
10. Access to Records and Reports
11. Federal Changes
12. Contract Work Hours and Safety Standards
13. No Government Obligation to Third Parties
14. Termination
15. Debarment and Suspension **(Certification Required)**
16. Civil Rights Requirements and Equal Employment Opportunity Clause
17. Transit Employee Protective Agreements
18. Disadvantaged Business Enterprises
19. Drug and Alcohol Testing
20. Incorporation of FTA Terms
21. Metric Requirements
22. Federal Tax Liability and Recent Felony Convictions
23. Safe Operation of Motor Vehicles
24. Trafficking in Persons

**The required certifications to be completed are located at the end of this document.  
The following requirements apply to all contracts and subcontracts.**

## **1. Program Fraud and False or Fraudulent Statements or Related**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and the United States Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Agency certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Agency further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Agency to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed as a whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.

## **2. Breaches and Dispute Resolution**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various Federal third-party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the AGENCY. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to

the AGENCY. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the AGENCY shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by the AGENCY, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act of omission of the party or any of his employees, agents, or others whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

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

Rights and Remedies - The duties and responsibilities imposed by the Contract Document and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right of duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **3. ITS Architecture**

Intelligent transportation system (ITS) property and services must comply with the National Intelligent Transportation Systems (ITS) Architecture and Standards to the extent required by SAFETEA-LU Section 5307c), 23 U.S.C. Section 512 note, and FTA's published policies. Consequently, third party contracts involving ITS are likely to require provisions to facilitate compliance with Federal requirements.

### **4. ADA Access**

The contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794; 49 USC 5301 (d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participations in, be denied the benefits of, or be subjected to discrimination under any program or activity included or resulting from this Agreement.

## **5. Assignability**

The terms and conditions of this contract shall be binding upon the AGENCY and the contractor and their respective partners, assigns and legal representatives. The rights and obligations of the contractor under the contract may not be transferred, assigned, sublet, mortgaged, or otherwise disposed of in any way. The contractor may subcontract a portion of its obligations to other firms or parties, but only after having first obtained written approval from the AGENCY, which approval shall not be unreasonably withheld.

## **6. Charter Bus and School Bus Requirements**

The contractor agrees to comply with 49 U.S.C 5323(d), 49 U.S.C. 5323(f), 5323(r), and 49 C.F.R. part 604, and not engage in charter and school bus operations using federally funded equipment or facilities in competition with private operators of charter and school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323 (d) and 49 U.S.C. § 5323 (f);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
4. Any other federal Charter Service regulations; or
5. Federal guidance, except as FTA determines otherwise in writing,

The contractor agrees that if it engages in a pattern of violations of FTA's Charter and School Bus Service regulations, the FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the Contractor to take such remedial measure as FTA considers appropriate.
3. When operating exclusive charter or school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

## **7. Energy Efficiency**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

## **8. Clean Air Act / Federal Water Pollution Control Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C.

7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **9. Byrd Anti-Lobbying Amendment (Certification Required)**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

#### **10. Access to Records and Reports**

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor

agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

## **11. Federal Changes**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between AGENCY and FTA (via LACMTA), as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

## **12. Contract Work Hours and Safety Standards**

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

less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment or the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - The AGENCY shall be upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this certification and also a clause requiring the subcontractor to include these clauses in any subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**Section 107 (OSHA):**

(This section is applicable to construction contracts only.)

**Contract Work Hours and Safety Standards Act:**

**(i)** The Contractor agrees to comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

**(ii) Subcontracts:** The Contractor also agrees to include the requirements of this certification in each subcontract. The term "subcontract" under this certification is considered to refer to a person who agrees to perform any part of the labor or material

requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a “subcontractor” under this certification if the work in question involves the performance of construction work and is performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials, which will become an integral part of the construction, is a “subcontractor” if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a “subcontractor.” The requirements of this certification do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

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

1. The Purchaser and Contractor acknowledges and agrees that, notwithstanding any concurrences by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Agency, or any other party (whether or not a party to the contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **14. Termination**

1. **Termination for Convenience (General Provision)** The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to the AGENCY, the Contractor will account for the same and dispose of it in the manner the AGENCY directs.
2. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be

affected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- 3. Opportunity to Cure (General Provision)** The AGENCY in its sole discretion may, in the case of a termination for breach or default, allow the Contractor thirty (30) days in which to cure the defect. In such case, the notice of termination will state the time period in which the cure is permitted and other appropriate conditions

If the Contractor fails to remedy to the AGENCY's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within [ten (10) days] after receipt by the Contractor of written notice from the AGENCY setting forth the nature of said breach or default, the AGENCY shall have the right to terminate the contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the AGENCY from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

- 4. Waiver of Remedies for any Breach** In the event that the AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the AGENCY shall not limit the AGENCY's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.
- 5. Termination for Convenience (Professional or Transit Service Contracts)** The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- 6. Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

7. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and the AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

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

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

- a. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God, acts of the AGENCY, acts of another

Contractor in the performance of a contract with the AGENCY, epidemics, quarantine restrictions, strikes, freight embargoes; and

- b. The contractor, within [10] days from the beginning of any delay, notifies the AGENCY in writing of the causes of the delay. If in the judgment of the AGENCY, the delay is excusable, the time for completing the work shall be extended. The judgment of the AGENCY shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the AGENCY.

9. **Termination for Convenience or Default (Architect and Engineering)** The AGENCY may terminate this contract in whole or in part, for the AGENCY's convenience or because of the failure of the Contractor to fulfill the contract obligations. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the AGENCY, the Contracting Officer shall make an equitable adjustment to the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the AGENCY may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the AGENCY.

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

10. **Termination for Convenience or Default (Cost-Type Contracts)** The AGENCY may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the AGENCY or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to

the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the AGENCY, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

11. If, after serving a notice of termination for default, the AGENCY determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the AGENCY, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

## **15. Debarment and Suspension (Certification Required)**

Debarment and Suspension (Executive Orders 12549 and 12689)- A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

## 16. Civil Rights Requirements and Equal Employment Opportunity Clause

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C., 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C.6102, Section 202 of the Americans with Disabilities Act of 1990, and 42 U.S.C. 12132, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* – 41 CFR 60-1.4(a)- Government Contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts and subcontracts (and modifications thereof if not included in the original contract). During the performance of this contract, the contractor and its subcontractors agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information,

unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Transit Employee Protective Agreements

1. The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- a. General Transit Employee Protective Requirements

- To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

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

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

ii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas 93

- If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

2. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

**18. Disadvantaged Business Enterprise (DBE) Provision**

The project is subject to the DBE Program under 49 CFR Part 26. The USDOT issued an Interim Final Rule (IFR), which was effective on October 3, 2025, that introduces important revisions to how DBE goals are managed in federal-aid transportation projects. Under this rule, race- and sex-based presumptions of social and economic disadvantage are removed. Every currently certified DBE/ACDBE will undergo reevaluation. Firms meeting the new IFR standards will be recertified at a later date. Therefore, a DBE contract goal or goals will not be included in this contract. Firms currently certified as DBE firms by the California Unified Certification Program (CUCP) cannot be counted toward DBE contract goals or overall program goals.

Reporting requirements for the collection of race and sex-specific ownership is eliminated under the IFR and therefore will not be collected at this time. Once DBEs have been reevaluated by the CUCP, AGENCY may later amend this contract to include a DBE Conscious contract goal and require the contractor to report commitments and payments to DBE firms.

**19. Drug and Alcohol Testing**

The Contractor and its subcontractors are not subject to FTA’s drug and alcohol testing rules if the contract only receives federal assistance from the Section 5310 and/or Section 5317 programs but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for all employees who hold commercial driver’s licenses (49 CFR part 382). Contractors and its subcontractors that also receive funding under one of the covered FTA programs (Section 5307, 5309, or 5311) should include any employees funded under the Section 5310 and/or Section 5317 projects in their testing program.

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

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by The United States Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1G](#), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the AGENCY requests which would cause the AGENCY to be in violation of the FTA terms and conditions.

## **21. Metric Requirements**

To the extent required by DOT or FTA, the Contractor agrees to use the metric system of measurement in its Contract activities as may be required by 49 U.S.C. Section 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal government Programs," 15 U.S.C. Sect 205a; and other regulations, guidelines and policies issued by DOT or FTA. To the extent practicable and feasible, the Contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.

## **22. Federal Tax Liability and Recent Felony Convictions**

1. The contractor certifies that it:
  - a. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - b. Was not convicted of felony criminal violation under any Federal law within the preceding 24 months.
  - c. If the contractor cannot so certify, PIH Health will refer the matter to Metro and the FTA and not enter into any Third-Party Agreement with the contractor without FTA's written approval.
2. Flow Down. The contractor is required to flow this requirement down to all subcontractors, without regard to the value of any subcontract.

## **23. Safe Operation of Motor Vehicles**

**Seat Belt Use-** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company owned" and "company leased" refer to vehicles owned or leased either by the Contractor or PIH Health.

**Distracted Driving-** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately owned vehicle when on official business in connection with the work performed under this Contract.

## **24. Trafficking in Persons**

The contractor agrees that it and its employees, may not:

1. Engage in severe forms of trafficking in persons during the period of time that the contract is in effect;
2. Procure a commercial sex act during the period of time that the contract is in effect;  
or
3. Use forced labor in the performance of the contract or subcontract thereunder.

## Byrd Anti-Lobbying Amendment Certification

Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

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

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

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name of Contractor's Authorized Official

\_\_\_\_\_ Title of Contractor's Authorized Official

\_\_\_\_\_ Date

## **Certification for Suspension and Debarment**

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

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

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

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

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name of Contractor's Authorized Official

\_\_\_\_\_ Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**CITIES OF WEST HOLLYWOOD AND BEVERLY HILLS  
REQUEST FOR PROPOSALS (“RFP”)**

**Exhibit E**

**City of West Hollywood Sample Agreement for Services**

**CITY OF WEST HOLLYWOOD**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made on this \_\_\_th day of \_\_\_\_\_, 20\_\_\_, at West Hollywood, California, by and between the City of West Hollywood, a California municipal corporation located at 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and XYZ Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the "CONTRACTOR").

**RECITALS**

- A. The CITY proposes to contract for professional services related to \_\_\_\_\_ as detailed below;
- B. The CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;
- C. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

- 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
- 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20\_\_\_ unless extended in writing in advance by both parties.
- 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
- 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$ \_\_\_\_\_ for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
- 5. **CONTRACT ADMINISTRATION.**
  - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, \_\_\_\_\_ shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
  - 5.2. **Manager-in-Charge.** For the CONTRACTOR, \_\_\_\_\_ shall be in charge of the project on all matters relating to this Agreement and

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR PROFESSIONAL SERVICES**

any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. **TERMINATION.**

- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party sixty (60) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than ten (10) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. **INDEMNIFICATION.** CONTRACTOR shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with CONTRACTOR 's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that City is named as a party defendant in a lawsuit alleging injury as a result of CONTRACTOR's negligent or wrongful performance under this Agreement, CONTRACTOR shall defend CITY with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then

**CITY OF WEST HOLLYWOOD  
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CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. CONTRACTOR shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY. The obligations established by this paragraph will survive termination of this Agreement.

For purposes of this paragraph:

- CITY means the City Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by CONTRACTOR and any of its officers, agents employees and subcontractors.

**8. INSURANCE REQUIREMENTS.**

8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of

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Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

- 8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than ten million dollars (\$10,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than ten million dollars (\$10,000,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and

**CITY OF WEST HOLLYWOOD  
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coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

- 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
  - 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
  - 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
  - 8.2.8. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR arising out of the work performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

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AGREEMENT FOR PROFESSIONAL SERVICES**

- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **DAMAGE TO PROPERTY.** CONTRACTOR shall take care to not damage passengers' property while performing transportation services and shall be responsible for any damage to property caused by actions or inactions of the CONTRACTOR. CONTRACTOR shall likewise take care to not damage CITY property while performing transportation services and shall be responsible for any damage to CITY property caused by actions of the CONTRACTOR.
10. **MONITORING AND EVALUATION.** To ensure proper performance of this Agreement and that contracted services are conducted, the CITY will monitor, evaluate, and provide guidance to the CONTRACTOR in the performance of this Agreement. The CITY Representative or her/his designee will conduct periodic program progress reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management, service performance, problem resolution, data collection, and reporting. Authorized representatives of the CITY shall have the right of access to all activities and facilities operated by the CONTRACTOR under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. During CITY reviews, the confidentiality of those persons using the services of the CONTRACTOR shall be respected. In addition to review of data and records, evaluation activities may include attendance at Staff meetings and observation of ongoing program functions. The CONTRACTOR will ensure the cooperation of its staff in such efforts.
11. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law. The CONTRACTOR understands that all work undertaken by a subcontractor shall be the responsibility and liability of the CONTRACTOR. During the term of the agreement, CONTRACTOR shall notify the CITY in writing of any change in the list of subcontractors, vendors, personnel service providers, or subsidiaries of the CONTRACTOR within fifteen (15) days of any change.
12. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR PROFESSIONAL SERVICES**

- 12.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 12.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 12.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
- 12.4. **Code of Ethics.** CONTRACTOR hereby affirms that it will abide by the provisions of the West Hollywood Code of Ethics throughout the term of this Agreement. A copy of the Code of Ethics is attached as Exhibit E.
13. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
14. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion,

**CITY OF WEST HOLLYWOOD  
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medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

15. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
16. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
17. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
18. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

CONTRACTOR agrees that in the event the program established thereunder is subjected to audit exceptions by appropriate County, State and Federal audit agencies, it shall be responsible for complying with such exceptions and paying the CITY the full amount of CITY liability to the funding agency resulting from such audit exceptions. CONTRACTOR agrees to have an annual audit performed by an independent Certified Public Accounting firm. A copy of the audited financial statements will be submitted to the CITY within 120 days of close of fiscal year end.

- 18.1. **Accountability.** CONTRACTOR agrees to prepare and submit financial reports as required by CITY. CONTRACTOR shall maintain and permit on – site inspections of property, personnel, financial, and other records and accounts considered necessary by the CITY to assure proper accounting for all agreement funds. The CONTRACTOR' s program will be audited in accordance with CITY policy and funding source guidelines. The CONTRACTOR' s staff will cooperate fully with authorized auditors when they conduct audits and examinations of the CONTRACTOR' s program.

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR PROFESSIONAL SERVICES**

- 18.2. **Accounting and Revenue Disclosure Requirement.** The CONTRACTOR must establish and maintain on a current basis an adequate accrual or modified accrual accounting system in accordance with generally accepted accounting principles and standards. CONTRACTOR certifies that it has previously filed with CITY its most recent certified annual audit listing all revenue received by CONTRACTOR from Federal, State, County, or CITY sources, or other governmental agencies.
19. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
20. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
21. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

City of West Hollywood  
8300 Santa Monica Blvd.  
West Hollywood, CA 90069-6216

Attention: \_\_\_\_\_

CONTRACTOR:  
Organization Name  
Street Address, City State ZIP

Attention: \_\_\_\_\_

22. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR PROFESSIONAL SERVICES**

23. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
24. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
25. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR: CONTRACTOR NAME

\_\_\_\_\_  
Name, Title

CITY OF WEST HOLLYWOOD:

\_\_\_\_\_  
Department Director Name, Title

\_\_\_\_\_  
Jackie Rocco, City Manager

ATTEST:

\_\_\_\_\_  
Melissa Crowder, City Clerk

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR SERVICES  
Exhibit A**

**Scope of Services:**

Include specific tasks, in-person meetings, interim work products (if any) and at least one final work product (e.g., a report or memo).

**Time of Performance:**

Include a schedule or timeline for delivering interim and final work products. May include specific dates or the number of weeks (e.g., within 30 days of project initiation).

**Special Payment Terms:**

(only if additional to section C.4. on page 1)

NONE

E.g., include a pricing sheet or hourly rate, if required or implied. Otherwise, state "None".

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR SERVICES**

**Exhibit B**

**Certificate of Exemption from  
Workers' Compensation Insurance**

<i>TO:</i>	City of West Hollywood
<i>SUBJECT:</i>	Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of West Hollywood that I am a

- sole proprietor
- partnership
- nonprofit organization
- closely held corporation

and **do not have any employees whose employment requires me to carry workers' compensation insurance**. Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature \_\_\_\_\_

Printed Name of Contractor \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT E**

### **CITY OF WEST HOLLYWOOD**

### **CODE OF ETHICS FOR CONTRACTORS**

The purpose of this Code of Ethics (“Code of Ethics”) is to define the ethical standards for CONTRACTORS providing services to the CITY of West Hollywood. This Code of Ethics consists of policies and implementing rules intended to advance the CITY’s goals of providing professional services to the public. All CONTRACTORS hired by the CITY shall pledge in writing to abide by the CITY’s Code of Ethics.

#### **Policy 1.** CONTRACTORS shall be committed to the CITY.

##### **Rules:**

1.1 CONTRACTOR will serve the CITY with integrity, competence, independence, objectivity, and professionalism.

1.2 CONTRACTOR will mutually establish with the CITY realistic expectations of the benefits and the results of the services.

1.3 CONTRACTOR will only accept assignments for which CONTRACTOR possesses the requisite experience and competence to perform and will only assign staff or engage colleagues with the knowledge and expertise needed to serve the CITY effectively.

1.4 Before accepting any engagement, CONTRACTOR will ensure that CONTRACTOR has worked with the CITY to establish a mutual understanding of the objectives, scope, work plan, and fee arrangements.

1.5 CONTRACTOR will treat appropriately all confidential CITY information that is not public knowledge, take reasonable steps to prevent it from access by unauthorized people, and will not take advantage of proprietary or privileged information, either for use by CONTRACTOR or any third party, without the CITY’s express written permission.

1.6 CONTRACTOR will avoid conflicts of interest or the appearance of such and will immediately disclose to the CITY circumstances or interests that CONTRACTOR believe may influence the judgment or objectivity of CONTRACTOR.

1.7 CONTRACTOR will offer to withdraw from a consulting assignment when CONTRACTOR believes the objectivity or integrity of the CONTRACTOR may be impaired.

#### **Policy 2.** CONTRACTORS shall be committed to fiscal integrity.

**Rules:**

2.1 CONTRACTOR will agree in advance with the CITY on the basis for fees and expenses and will charge fees that are reasonable and commensurate with the services delivered and the responsibility accepted.

2.2 CONTRACTOR will not accept commissions, remuneration, or other benefits from a third party in connection with the recommendations to the CITY and will disclose in advance any financial interests that form any part of recommendations to the CITY.

Policy 3. CONTRACTORS shall be committed to the public and the profession.

**Rules:**

3.1 CONTRACTOR will report to the CITY Manager any violation of this Code of Ethics, dangerous behavior, or illegal activities witnessed by the CONTRACTOR during the performance of the services for the CITY.

3.2 CONTRACTOR will respect the rights of consulting colleagues and consulting firms and will not use their proprietary information or methodologies without permission.

3.3 CONTRACTOR will represent the profession with integrity and professionalism in relations with clients, colleagues, and the general public.

3.4 CONTRACTOR will not advertise services in a deceptive manner or misrepresent or denigrate individual consulting practitioners, consulting firms, or the consulting profession.

3.5 CONTRACTOR will promote adherence to the Code of Ethics by other member CONTRACTORS working on CONTRACTOR's behalf.

Approved by City Council Minute Order on February 3, 2020

## EXHIBIT F

### CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any West Hollywood City Council Member from participating in any action related to a contract or application if he or she receives any political contributions totaling more than \$500 within the previous twelve months, and for three months following the date a final decision from the business/board or applicant.

The Levine Act also requires a member of the West Hollywood City Council who has received such a contribution to disclose the contribution on the record of the proceeding.

Current West Hollywood City Councilmembers are listed at:

<https://www.weho.org/city-government/city-council>

Proposers are responsible for accessing this link to review the names prior to answering the following questions.

1. Have you or your company, or any agent/board member on behalf of you or your company/entity, made any political contributions of more than \$500 to any West Hollywood City Councilmember in the 12 months preceding the date of the submission of your proposal or application, or the anticipated date of any Council action?

YES If yes, please identify the Councilmember(s):

NO

2. Do you or your company/entity, or any agency on behalf of you or your company/entity, anticipate or plan to make any political contribution of more than \$500 to any West Hollywood City Councilmember in the 12 months following any Council action related to your proposal or application?

YES If yes, please identify the Councilmember(s):

NO

Answering yes to either of the two questions above does not preclude the West Hollywood City Council from awarding a contract or approving an application or any subsequent action. It does however, preclude the identified Councilmember(s) from participating in any actions related to your proposal or application.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized individual

\_\_\_\_\_  
Company/Applicant Name

**CITIES OF WEST HOLLYWOOD AND BEVERLY HILLS  
REQUEST FOR PROPOSALS (“RFP”)**

**Exhibit F**

**City of Beverly Hills Sample Agreement for Services**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
CONTRACTOR'S NAME FOR BRIEFLY DESCRIBE PURPOSE  
OF CONTRACT

NAME OF CONTRACTOR: Insert name of contractor

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Insert name, title

CONTRACTOR'S ADDRESS: insert street address  
insert city, state, zip code  
Attention: Insert name, title

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Dept. Head's Name, Title

COMMENCEMENT DATE: Insert date of commencement

TERMINATION DATE: Insert date of termination

CONSIDERATION: Not to exceed \$ Insert consideration amount

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
CONTRACTOR'S NAME FOR BRIEFLY DESCRIBE PURPOSE  
OF CONTRACT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Insert contractor's name (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon THE Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. (Check the Applicable Box)

(a) Compensation

*If compensation is based on an hourly rate*

CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

*If compensation is based on a flat fee*

CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B.

(b) Expenses [check applicable provision]

*If no reimbursable expenses*

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

*If CITY reimburses for certain expenses in addition to compensation*

CONTRACTOR shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONTRACTOR which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance [check if applicable]

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured.

(f) CONTRACTOR shall provide CITY with thirty (30) days prior written notice if the policies required under this Agreement will be canceled or reduced. All of the policies required under this Agreement shall state that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

(h) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

(i) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONTRACTOR and its insurance carriers.

#### Section 12. Indemnification.

(a) CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

(b) All duties of CONTRACTOR shall survive termination or expiration of the Agreement.

#### Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
Insert Dept Head/ CFO/ CM Name  
Insert Title

CONTRACTOR:

\_\_\_\_\_  
Insert Contractor Name  
Insert Title

\_\_\_\_\_  
Insert Contractor Name  
Insert Title

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Insert Dept Head Name  
Title

\_\_\_\_\_  
Insert Risk Manager Name  
Risk Manager

EXHIBIT A  
SCOPE OF WORK

CONTRACTOR shall perform the following services:

DRAFT

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

DRAFT



**EXHIBIT C**  
**CERTIFICATE OF INSURANCE**

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED \_\_\_\_\_

COMPANIES AFFORDING COVERAGE

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_

ADDRESS \_\_\_\_\_

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

AGENCY: \_\_\_\_\_  
\_\_\_\_\_

TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**CITIES OF WEST HOLLYWOOD AND BEVERLY HILLS  
REQUEST FOR PROPOSALS (“RFP”)**

## Exhibit G

### Insurance Requirements

## **REQUIRED INSURANCE COVERAGE FOR TRANSPORTATION SERVICES**

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

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

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

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

**CITIES OF WEST HOLLYWOOD AND BEVERLY HILLS  
REQUEST FOR PROPOSALS (“RFP”)**

## Exhibit H

Exceptions (to RFP, Contract, and/or Insurance Provisions)

**City of West Hollywood**

**Exceptions (to RFP, Contract, and/or Insurance Provisions)**

The vendor has carefully read and fully understands all of the items contained in the RFP, including all attachments. The vendor certifies there is no real or perceived conflicts of interest. The vendor agrees to abide by the terms of the Sample Agreement, including the provisions of all required insurance coverages, endorsements, and waivers.

Any exceptions of the vendor are listed below:

\_\_\_\_\_ **NONE**      or      \_\_\_\_\_ **Itemized list below**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
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18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_

**City of Beverly Hills**

**Exceptions (to RFP, Contract, and/or Insurance Provisions)**

The vendor has carefully read and fully understands all of the items contained in the RFP, including all attachments. The vendor certifies there is no real or perceived conflicts of interest. The vendor agrees to abide by the terms of the Sample Agreement, including the provisions of all required insurance coverages, endorsements, and waivers.

Any exceptions of the vendor are listed below:

\_\_\_\_\_ **NONE**      or      \_\_\_\_\_ **Itemized list below**

1. \_\_\_\_\_
2. \_\_\_\_\_
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