


CITY OF LOS ANGELES
INTER-DEPARTMENTAL MEMORANDUM

Date: February 14, 2024

To: Honorable City Council
c/o City Clerk, Room 395
Attention: Honorable Heather Hutt Chair, Transportation Committee

From: Laura Rubio-Cornejo, General Manager 
Department of Transportation

Subject: AUTHORITY TO ISSUE A REQUEST FOR PROPOSALS FOR THE OPERATION AND MANAGEMENT OF CITY'S TRANSIT CUSTOMER SERVICE AND CITYRIDE ADMINISTRATION

SUMMARY

The Los Angeles Department of Transportation (LADOT) requests authorization to release a Request for Proposals (RFP) for the operation and management of the City's Transit Customer Service and administration of the Cityride Program. Pursuant to the Los Angeles Administrative Code Section 10.4, LADOT submits this report and RFP to the Los Angeles City Council (Council) for consideration and will release the RFP after the required 10-day review period.

RECOMMENDATION

AUTHORIZE the LADOT General Manager to release an RFP for the operation and management of the Transit Customer Service and administration of the Cityride Program, for a three-year contract term with the option of two one-year contract extensions for a total of five years.

BACKGROUND

The City of Los Angeles Department of Transportation is seeking proposals from qualified and licensed firms to manage and operate the City's Transit Customer Service Center for all of the City's Transit programs (Downtown DASH, Community DASH, Commuter Express, Cityride Dial-a-Ride paratransit service, LAnow on-demand shared ride service, and Charter Bus Program). In addition to the various customer call center services and fare media sales, the scope also includes the administration of the Cityride Paratransit Coordinator and Technology services, which include eligibility determination, registration approval, customer service, sale and distribution of fares, database program management, and electronic transit fare card technology system management.

Since 1986, LADOT has outsourced its various transit programs by partnering with qualified contractors through a competitive bidding process. LADOT Transit is the operating division of the City of Los Angeles Department of Transportation responsible for providing commuter buses, neighborhood circulator buses, on-demand first-mile/last-mile service, and accessible transportation for seniors and people with disabilities.

The selected firm must work with LADOT's transit service contractors, who operate and maintain the City-owned and leased vehicles, to ensure a non-disruptive integration into existing operations. The

selected firm will coordinate with LADOT staff and service providers to design and implement solutions that improve transit operations and efficiencies.

DISCUSSION

LADOT Transit Bureau seeks to contract with a qualified and licensed firm to manage and operate the LADOT's Transit Customer Service Center for all of the City's Transit programs (Downtown DASH, Community DASH, Commuter Express, Cityride Dial-a-Ride Paratransit Service, LAnow on-demand shared ride service, and Charter Bus Program) for a three-year contract term with an option for two one-year contract extensions.

The operation and management of the City's Transit Customer Service Center and administration of the Cityride Program are critical components of transit operations. While the RFP is going through the procurement process, LADOT will be requesting to extend the term of the existing Transit Marketing Customer Outreach and Support Services agreement with Ilium Associates, Inc (C-128772) for 14 months, to allow additional time for the City to issue this new RFP and award a new contract. A contract lapse will have an impact on the public and passengers as the Transit Customer Service Center is essential as it serves as a central hub for providing accurate information, particularly crucial for passengers unfamiliar with routes, schedules, or service changes. This includes those with limited English proficiency or difficulties accessing the internet and smartphone applications, who rely on the center's multilingual and in-person support. The center plays a vital role during service disruptions, as passengers call in to the center and are provided real-time updates to help passengers make informed travel decisions. Its existence ensures equitable access, bridging the divide for those facing language barriers or technological challenges.

With the current contract set to expire on June 30, 2024, it is imperative that LADOT establish a new contract to ensure the uninterrupted operation of LADOT's Transit Customer Service Center for the benefit of the public.

FISCAL IMPACT

There is no impact on the General Fund. Services provided by the LADOT's Transit Customer Service Center are funded by Proposition A, Fund 385, Accounts 241 – Paratransit Program Coordinator Service, and 420 – Transit Store, which are allocated annually in the City Budget.

REQUEST FOR PROPOSALS

FOR THE OPERATION AND MANAGEMENT OF CITY'S TRANSIT
CUSTOMER SERVICE AND CITYRIDE ADMINISTRATION

RFP# 209099



DASH

**COMMUTER
EXPRESS**

cityRIDE

LA^{now}

**CITY OF LOS ANGELES
DEPARTMENT OF TRANSPORTATION
BUREAU OF TRANSIT SERVICES**

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

Date Issued: Thursday, February 15th, 2024

Mandatory Pre-Proposal Meeting: Thursday, February 29th, 2024, at 10:00 AM (PST)

Submission Deadline: Thursday, April 18th, 2024, at 2:00 PM (PST)

RFP OVERVIEW

DATE ISSUED:	Thursday, February 15th, 2024
RFP NUMBER:	RAMPLA Opportunity #209099
TITLE:	Operation and Management of the LADOT's Transit Customer Service and Cityride Administration
DESCRIPTION:	The City of Los Angeles Department of Transportation is seeking proposals from qualified and licensed firms to manage and operate the LADOT's Transit Customer Service Center for all the City's Transit Programs (Downtown DASH, Community DASH, Commuter Express, Cityride Dial-a-Ride paratransit service, and LAnow on-demand shared ride service, and Charter Bus Program). In addition to the various customer support services, the scope includes the administration of the Cityride Paratransit Coordinator and Technology services, which include eligibility determination, registration approval, customer service, sale and distribution of fares, database program management, and electronic transit fare card technology system management.
PRE-PROPOSAL CONFERENCE:	Thursday, February 29th, 2024, at 10:00 AM (PST) Via Zoom Platform Please register to receive the Zoom link at the following form: https://us02web.zoom.us/webinar/register/WN_rzlyyoz0S0e96wFr9W5-7A no later than Wednesday, February 28th, 2024, at 2:00 PM PST
BIP OUTREACH DEADLINE:	Business Inclusion Program (BIP) Outreach must be completed fifteen (15) days before the Proposal Deadline, April 3rd, 2024, at 11:59 PM (PST). Refer to Appendix A - Mandatory City Contract Requirements for Program information and outreach instructions. <u>Failure to complete the BIP Outreach Process will result in proposals being deemed non-responsive.</u>
PROPOSAL DEADLINE:	Thursday, April 18th, 2024, at 2:00 PM (PST)
PROPOSAL DELIVERY ADDRESS:	LADOT will not accept hard copy responses, including hand-delivery, USPS, or mail courier. All solicitation responses must be received by the deadline stated above and submitted electronically through Hightail (https://spaces.hightail.com/signup) to lindsey.estes@lacity.org with a copy to beverly.flynn@lacity.org .
PROJECT MANAGER:	Kay Sasaki Supervising Transportation Planner I Kay.sasaki@lacity.org
CONTRACT ADMINISTRATOR:	Lindsey Estes LADOT Department Contract Coordinator lindsey.estes@lacity.org
QUESTIONS:	The deadline for questions is Thursday, March 21st, 2024, at 2:00 PM (PST). Proposers may submit questions regarding this RFP by Google Form https://docs.google.com/forms/d/e/1FAIpQLSfGGaFNy4p8I0cy5-Ayz2f2gw2YOKRiXFRYoQvcvDiXBX6AAQ/viewform?vc=0&c=0&w=1&flr=0 . All questions and answers will be made available to all Proposers on the RAMPLA website at www.rampla.org . LADOT will give no individual responses.

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SECTION 1. INTRODUCTION AND BACKGROUND

Section 1.1 Objective of the Request for Proposal

The City of Los Angeles Department of Transportation (hereinafter known as “LADOT” or the “City”) is using the competitive contracting process to select a Contractor for the operation and management of the LADOT’s Transit Customer Service Center (hereinafter known as “Center” or “TCSC”) and administration of the Cityride program. The City is seeking the services of a qualified and licensed firm (hereinafter known interchangeably as “Contractor” or “Proposer”) to manage and operate the existing TCSC and administer the Cityride program. The TCSC provides support for all of LADOT’s Transit Services (hereinafter known as “LADOT Transit Services”), including Downtown DASH, Community DASH, Commuter Express, Cityride Dial-a-Ride, LANow, and the Charter Bus Program. In addition to supporting LADOT’s Transit Services, the TCSC sells fare media for Foothill Transit and LA Metro. LADOT intends to award a three-year contract, plus the option for two (2) one-year extensions.

The City’s Transit Customer Service and Cityride Administration Request for Proposal (RFP) has two main functions including, but not limited to, the following:

- Manage and operate the City’s LADOT Transit Customer Service Center.
- Administer the Cityride Program, which includes responsibilities such as eligibility determination, registration approval, customer service, sale and distribution of fares, database program management, and electronic transit fare card technology system management.

Section 1.2 About LADOT Transit Services

Transit services have been provided by the City of Los Angeles Department of Transportation (LADOT) for over 30 years, starting with the consolidation of City-operated dial-a-ride services for seniors and people with disabilities and followed by the assumption of the Downtown Mini-Ride shuttle service in 1985. LADOT was first designated by the Los Angeles County Transportation Commission (predecessor to LA Metro) as an Included Eligible Municipal Operator in 1991. Since then, LADOT Transit has grown to become Los Angeles County’s second-largest transit system, providing local transit services that complement LA Metro’s trunkline bus and rail services. Today, LADOT runs 31 DASH circulator routes, 14 Commuter Express routes, the Union Station/Bunker Hill Shuttle, the Cityride Program providing paratransit services for seniors and people with disabilities throughout Los Angeles County and portions of western Ventura County, and LANow, a new on-demand shared-ride service. LADOT Transit facilitates but does not directly operate services such as the Charter Bus Program and the Griffith Park Parkline Shuttle.

LADOT Transit service area encompasses every Los Angeles City Council District and some areas adjacent to the City of Los Angeles. The City of Los Angeles encompasses 472 square miles with a 2020 population of 3.9 million.

DASH Downtown Los Angeles services (DASH Downtown) is a fixed-route shuttle and feeder program that serves the City of Los Angeles’s downtown core. There are five DASH routes (DASH A, B, D, E, and F).

Ridership on the DASH Downtown system is heavily utilized for morning and afternoon service by Downtown commuters connecting between places of employment and the regional bus and rail systems. **Community DASH** provides an extensive network of community-based, fixed-route shuttle bus services that enhance the mobility of residents in the City of Los Angeles. LADOT's twenty-seven (27 Community DASH services operate throughout the day, connecting residents to the community's commercial, medical, school and shopping facilities. The Community DASH also serves as a feeder distributor to the regional transit services operating mainly along primary/trunk arterials provided by the Los Angeles County Metropolitan Transportation Authority (LACMTA) and urban rail lines, including Metrolink, and LA Metro Lines (A,B,C,D,E,K) train stations.

DASH routes typically operate on weekdays between 6:30 AM and 7:00 PM, with selected routes operating as late as 10:00 PM. Many DASH routes also operate on Saturdays; a few offer services on Sundays/holidays.

Commuter Express is a line-haul peak-period bus service primarily running between the suburbs and Downtown LA. LADOT runs 14 Commuter Express routes and the Union Station/Bunker Hill Shuttle, which operates within Downtown Los Angeles using Commuter Express buses at the beginning or end of their runs. Commuter Express routes generally operate weekdays during the AM and PM peak commute periods. Commuter Express Route 142 is the exception; it operates from 5:30 AM to 11:30 PM on weekdays and from 6:00 AM to 11:30 PM on weekends and holidays. No service is provided on the following holidays (except for Route 142): New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Cityride Program provides a citywide demand-responsive paratransit service, Cityride, for seniors 65 or older and qualified persons with disabilities residing in the City of Los Angeles and select areas of Los Angeles County. It operates Monday through Friday between 6:30 AM and 4:30 PM. Service is not available on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Cityride also runs two (2) fixed-route shuttles. Additionally, Cityride participants ride free on DASH.

The Cityride Program offers Cityride participants reduced costs for purchasing Cityride Dial-a-Ride services, and the City of Los Angeles permitted taxicab rides. Cityride participants can purchase a specific amount of subsidized fare value each quarter, redeemable for trips on the Cityride Dial-a-Ride service or City-franchised taxicabs. Participants can now register for the program and make payments online and through a mobile application. There are currently 33,000 active participants in the Cityride program.

LAnow is a microtransit service operating in the Mar Vista, Venice, Del Rey, and Palms areas of the westside of Los Angeles. The service operates Monday through Friday from 6:00 AM to 7:00 PM. Six cut-a-way ADA-accessible vehicles are deployed during peak hours (6 am – 9 am, 4 pm – 7 pm), and four are deployed during off-peak hours (9 am - 4 pm). The service is based on a digital reservation system, which riders use to book a ride up to seven days in advance through a phone application, webpage, or call center. Riders are then picked up at virtual pick-up/drop-off locations. There are over 600 virtual pick-up/drop-off locations throughout the service area, ensuring a rider will not have to walk more than a quarter-mile to be picked up. LADOT began the LAnow on-demand pilot project on March 11, 2019. Service is not

available on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

LADOT Transit Associated Services, which are not directly operated but are facilitated by LADOT Transit, include the **Charter Bus Program** and the **Griffith Park Parkline**.

Charter Bus Program is a transportation program funded through Prop A to provide senior, youth, and people with disabilities in the City of Los Angeles with free or subsidized charter bus services for recreational, educational, cultural, and other events. The service is offered through the City of Los Angeles Mayor's office, each of the 15 Council offices, and the Department of Recreation and Parks. The Charter Bus Program schedules over 3,000 trips annually and contracts with coach, school, transit, and wheelchair-accessible bus operators.

Griffith Park Parkline is a transit service provided in partnership with the City of Los Angeles Department of Recreation and Parks. This service connects passengers to key destinations throughout Griffith Park, such as the Autry Museum, LA Zoo, and the Observatory. This service is free of charge and operates on the weekends only.

Proposers can find the current operational status and further information regarding these services at www.ladottransit.com. Information on LADOT Transit service's operational characteristics is listed in Exhibit 14 – Annual Agency Profile 2021.

For LADOT Transit Service Policies and Rules, see Exhibit 2 – LADOT Transit Policies and Rules.

Section 1.3 Description of Existing TCSC and Cityride Administration Functions

Section 1.3.1 Existing TCSC Services

The existing TCSC is located in the Los Angeles Mall at 201 North Los Angeles Street, Space 16, Los Angeles, California 90012. The TCSC is a one-stop transit information center and a call center for commuters, residents, and visitors. The TCSC currently:

- Responds to customer inquiries, assists with customer trip planning, provides printed materials, resolves customer issues, and disseminates Rider Alerts.
- Serves as the information hub for the LADOT Transit services and provides information about the Los Angeles County Metropolitan Transportation Authority (LA Metro)/LADOT bike share program, Park and Ride lots, Carpools, vanpools, taxis, private shuttles, regional transit services, and local circulators.
- Maintains and distributes route and schedule brochures for LADOT services and other City-sponsored services and distributes route and schedule brochures for the regional transit agencies.

- Sells LADOT fare media, Regional EZ fare media, LA Metro fare media, Foothill transit fare media, and prepaid funds. The CSC loads the fare media onto Transit Access Pass (TAP) cards at the time of the sale.
- Inputs all LADOT transit complaints and commendations received daily into the City's Management Information System (MIS).

Section 1.3.2 Existing Cityride Administration and Registration

The Cityride Paratransit Program Coordinator and Technology Services Program contractor is currently responsible for processing, determining eligibility, and registering Cityride participants; the sale of Cityride fare media; operation of the Cityride Customer Call Center, website, and mobile application; maintaining the Cityride database; the nightly distribution of the Cityride Active membership to the Cityride Dial-a-Ride Service Operators; Cityride participant database management; Cityride reporting requirements; and, the mailing of Cityride program guides (see Exhibit 5 – Cityride Program Guide), applications, and promotional materials.

Section 1.3.3 Existing LAnow Customer Service Center

The Existing LAnow Customer Service Center responds to customer inquiries, complaints, and commendations. The LAnow Customer Service Center allows customers to call on Weekdays from 6:00 AM to 7:00 PM to speak to a customer representative or to email at lanow@lacity.org. The LAnow customer representatives respond to the emails. The LAnow Customer Service Center is closed on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Section 1.4 Anticipated TCSC Locations

This Request for Proposals (RFP) aims to consolidate two (2) distinct functions currently managed under separate contracts: Transit Customer Service and CityRide Program Administration. Presently, these functions operate from different locations, with Transit Customer Service situated at the LA Mall (201 N Los Angeles St Space 16, Los Angeles, CA 90012) (refer to Exhibit 15 - LA Mall Office Space Floor Plan), and CityRide Program Administration conducted at an office space leased by the incumbent contractor.

LADOT is in the process of relocating the customer service facility to a larger and more accessible venue within the downtown Los Angeles area. Our objective is to complete this relocation before the commencement of the new contract. If successful, this new location will serve as the centralized hub for both Transit Customer Service and CityRide Program Administration under the new contract.

In the event that LADOT Transit is unable to secure a new location by the contract commencement, the Transit Customer Service tasks outlined in this RFP will persist at the current LA Mall location. Simultaneously, CityRide Program Administration tasks will be relocated to 1910 East Washington Boulevard, Los Angeles, California 90021—an owned LADOT facility capable of accommodating additional administrative staff (refer to Exhibit 16 - Washington Ave Office Space Floor Plan).

Should the Cityride function be transferred to the Washington Blvd site, the General Services Division of the City of Los Angeles will undertake tenant improvements at LADOT's expense. However, the contractor may be responsible for sourcing supplies and configuring the space to enable task performance at this alternative location.

Additionally, it is important to note that the rent for both the current office spaces—whether at the LA Mall location or the Washington Blvd site—and the proposed new downtown Los Angeles location, intended to house both Transit Customer Service and Cityride Program Administration functions under this new contract, will be the responsibility of the City of Los Angeles.

Section 1.5 TCSC Goals

The goals of the LADOT's Transit Customer Service Center are:

- Improve customer experience and satisfaction by providing timely and accurate information to transit riders.
- Increase efficiency and effectiveness of transit operations by streamlining communication channels between customers, transit operators, and other stakeholders.
- Enhance accessibility and inclusivity for all transit riders, including those with disabilities and those who speak languages other than English.
- Improve customer experience for Cityride program members by providing efficient and effective program administration and high-quality customer service to program members.

SECTION 2. SCHEDULE FOR RFP PROCESS

This schedule indicates estimated dates for the RFP process. LADOT may adjust this schedule as needed.

Request for Proposals Published	Thursday, February 15, 2024
Deadline to Protest RFP Content	Protest of Content must be sent by certified mail and postmarked no later than seven (7) calendar days after the solicitation posting on the RAMPLA website (Refer to Section 11.2)
Mandatory Pre-Proposal Conference	Thursday, February 29, 2024, at 10:00 AM (PST)
Final Day for Written Questions	Thursday, March 21, 2024, at 2:00 PM (PST)
BIP Outreach Deadline	Wednesday, April 3, 2024, at 11:59 PM (PST)
Responses Posted	Thursday, April 4, 2024 (Tentative)
Proposals Due	Thursday, April 18, 2024, at 2:00 PM (PST)
Proposer Interviews (as-needed only)	June 2024
Recommendation of Contract Award	June 2024
Deadline to Protest Selection Process	Deadline to Protest Selection Process Protests must be sent by certified mail and postmarked no later than seven (7) calendar days after RAMPLA's notification to Proposers of a change in the solicitation status to "bidder selected." (Refer to Section 11.5)
Contract Execution	As early as October, 2024

SECTION 3. PERSONNEL

Section 3.1 Staffing Requirements

The Contractor must maintain a highly qualified labor force and ensure satisfactory work performance according to this RFP and City standards. The proposal must include information on wages, benefits, and incentives to minimize turnover and retain qualified personnel.

The Contractor is responsible for the payment of wages, benefits, and subcontractors' costs and must comply with the City of Los Angeles employment-related requirements. More information regarding these requirements is contained in Appendix A, Section IV.W. Without any additional expense to the City, the Contractor must comply with the requirements of employee liability, worker's compensation, employment insurance, and Social Security. The Contractor must defend, indemnify, and hold the City harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices. The City has the right to demand removal from the project, for reasonable cause (to be determined by the City), of any personnel furnished by the Contractor.

Proposers shall provide a plan in the proposal that describes in detail the performance and function of all supervisory personnel and other key personnel. An essential component of this plan should be a list of necessary positions and an organizational chart to support the provisions of the services. The Proposer shall provide a plan in the proposal that describes all supervisory tasks and requirements necessary for the project. In addition, the plan should include a list of all positions necessary to meet those requirements and the percentage of time each position will be devoted to each task. Proposers must complete the LADOT Monthly Position and Task Report (Exhibit 9 - Position and Task Report) as part of their proposal, detailing the proposed duties and annual hours for each position included in the proposal.

Upon awarding the contract and during the term of the agreement, the Contractor is responsible for notifying the City in writing of any new hires or reassignments of management project personnel changes and any changes in proposed personnel duties or hours that deviate from the original proposal. The Contractor must notify the City within 48 hours of change. The City reserves the right to approve any changes in the Proposer's proposed key project staff and any changes in the proposed personnel duties or hours.

The Contractor must comply with the Living Wage and Service Contractor Worker Retention Ordinances and propose minimum wages and benefits for incumbent contractor staff. (see <https://bca.lacity.org/living-wages-ordinance-lwo> and Exhibit 8 - Current Classifications of Employees Covered Under the Retention Ordinance.

All Project Personnel are to be versed on all LADOT Transit programs and any programs the City may require to the extent that their assigned duties require contact with the participants or potential participants. All staff, primarily Customer Service Managers and Representatives, must be knowledgeable of LADOT Transit services and other LADOT Mobility services, including any pilots or new programs launched during the term of this contract.

Section 3.2 Required Positions

Although Proposers have the discretion in creating the non-management staffing levels for this RFP, Proposers are required to have the following positions, at a minimum, outlined below: Project Manager, Customer Service Center Manager, Accountant/Bookkeeper, Information Technology Support, Data Manager and Customer Service Representatives.

Section 3.2.1 Project Manager

Due to the critical role of the position of Project Manager, Proposers are to identify this person and include their resume in the Proposer's response to this RFP. The Project Manager, who will be 100% dedicated to the project, will oversee, manage, and assume responsibility for the delivery of the tasks outlined in this RFP. The Contractor shall ensure the Project manager has a minimum of three (3) years of experience managing and supervising projects and or personnel similar in size and complexity. The City reserves the right to approve any change of the Project Manager for this service.

The Project Manager will assume immediate responsibility for any operational problems, complaint resolutions, and the accurate reporting of these problems and complaints to the City in the form and timeframe outlined in this RFP. Management duties performed by the Project Manager include, but are not limited to, the following duties:

- training and scheduling of all regularly assigned project personnel;
- arranging of assignments of qualified back-up personnel whenever necessary;
- the distribution, collection, and accuracy of all reports; the daily monitoring of calls and complaints;
- supervision of all project staff to ensure the provision of quality service that meets or exceeds the requirements of this project; and Project Management.

The Project Manager will also be responsible for the preparation of

- daily, weekly, monthly, quarterly, annual, and ad-hoc reporting requested by the City;
- maintenance of the project's accounts and operating records;
- Preparation of the monthly reports that will document the number of calls received, complaints received (highlighting the top three complaints by route), the number of passes sold via an online portal and in-store.
- Monthly invoice that will document all charges minus any performance penalties, ensuring all required backup documentation is included, and the timely delivery of the monthly invoice.

The Project Manager shall act as a liaison, work cooperatively with City staff to provide operational data, respond to comments from passengers and the general public, coordinate detours and public information for service alerts, and respond to specific requests for other assistance as the need arises. The Project Manager shall be available to meet with or respond to inquiries from the City or the public Monday through Friday between 8:00 a.m. and 5:00 p.m. They must also be available to work on the weekends or at different times the City deems necessary.

The Project Manager needs to be available to message any emergencies that may affect LADOT Transit services and be available to stay late if needed due to an emergency. The Contractor must identify an

alternate or backup to fulfill Project Manager duties who will be available if the Project Manager is on vacation or other leave or is otherwise unavailable. The Contractor will provide contact information for the Project Manager and their backup when awarded the contract.

Section 3.2.2 TCSC Manager(s)

The TCSC Manager(s) will directly supervise all Customer Service Representatives (hereinafter known as “Representatives” or “representatives”) at the TCSC, provide excellent customer service, provide training of representatives, ensure the on-time performance of representatives, and oversee complaints inputted. The Customer Service Manager will also assist the Project Manager in yearly team reviews, hiring, and training new representatives. The Customer Service Manager will work with the Data Manager and IT Support staff to help them perform their duties.

The TCSC Manager(s) shall be on-site and available during operational hours. Customer Service Manager(s) provide support to the representatives. They will also be expected to be available in emergencies to assist the Project Manager. The Contractor may hire multiple TCSC Managers or designate Assistant Customer Service Managers to serve as a backup or perform Customer Service Manager duties.

Section 3.2.3 Accountant/Bookkeeper

The Accountant/Bookkeeper is responsible for maintaining the project’s financial records and counting and recording all revenue generated by fare media sales. The Accountant/Bookkeeper is responsible for creating the daily balance sheet, depositing all cash and checks received the next working day, and ensuring all accounts are balanced. The Accountant/Bookkeeper will work with LADOT Accounting to balance all transactions. This position may be a part-time position if deemed appropriate by the Proposer.

The Accountant/Bookkeeper shall be available to meet with City staff as needed to set up and maintain appropriate accounting, revenue transfer, and banking procedures.

Section 3.2.4 Information Technology Support

The Contractor shall provide Information Technology (IT) Support for the TCSC. IT Support Staff will help secure, maintain, troubleshoot, repair, or replace computers, phone networks, hardware, and software. IT Support Staff will work with the Project Manager to procure, manage, and maintain technology for this project and troubleshoot and update systems and devices periodically to ensure good network conditions.

Section 3.2.5 Data Manager

The Data Manager will maintain digital records, ensure compliance with data privacy protocols for customer information and City Data (as detailed in the Data License and Protection Agreement), and work with LADOT staff to provide transaction data for transit reporting purposes. The Data Manager will also be responsible for completing the National Transportation Database (NTD) required reporting, maintaining the taxicab trip database (including conductivity allowing taxicab data transmissions from the City-permitted taxicab companies), and the associated taxicab trip website and application, creating ad-hoc reports as requested by LADOT, and data management entered into LADOT’s Management

Information System (MIS). The Data Manager should have previous experience preparing NTD Data reports.

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

Section 3.2.6 Customer Service Representatives

The Contractor shall assign a minimum of seven (7) Customer Service Representatives to provide customer service support and Cityride administration duties. The Representatives will provide LADOT Transit customers with the most up-to-date information and excellent customer service, both over the phone or in person at the TCSC.

- Representatives are required to answer telephone calls in a timely manner, provide customers with the most up-to-date information,
- assist in trip planning, assist at the front desk with sales of fare products,
- log customer complaints in LADOT's Management Information System (MIS), and process Cityride applications and correspondences.
- The Customer Service Representatives will be expected to handle cash responsibly, credit cards, checks, money orders, and/or other personal customer information, such as verification documents for reduced fare media or Cityride and Cityride membership applications. While performing their duties, representatives must maintain a clean and neat appearance.

The Contract shall ensure that all personnel required to input data, forms, and/or reports into the LADOT's MIS can do so with the highest level of accuracy and proficiency. All staff should be trained on an annual basis and when any changes are made.

The Contractor is encouraged to hire bilingual personnel for Customer Service Representative positions (see [Subtask 4.3. Multilingual Support](#)).

SECTION 4. SCOPE OF WORK

The following sections and subsections describe the tasks that the Contractor shall perform. The Contractor shall share in-progress drafts upon request of the Program Coordinator. The Contractor shall coordinate, manage, and control all program activities specified in this RFP.

Task 1: Project Management

Subtask 1.1: Project Kick-off Meeting

After the contract is executed, the Contractor shall receive a Notice to Proceed (NTP) from the LADOT Project Manager (PM). Upon receipt of the NTP, the Contractor will meet with the LADOT PM and other

appropriate staff to review key staff roles, approval processes, invoicing, and other relevant information. The Contractor shall work with the LADOT PM to develop an agenda at least forty-eight (48) hours prior to the meeting and shall prepare and distribute meeting minutes and action items within one (1) week of the meeting.

Deliverables:

- 1. The Contractor shall schedule a virtual Kick-off meeting with the LADOT PM and other appropriate staff within two (2) weeks of receipt of the NTP.*
- 2. The Contractor shall work with the LADOT PM to develop an agenda at least forty-eight (48) hours prior to the meeting and shall prepare and distribute meeting minutes and action items within one (1) week of the meeting and any subsequent follow-up meetings. At the time of submitting the agenda, the contractor shall also submit all documents that will be discussed in advance of the meeting.*

Subtask 1.2: Work and Startup Plan for LADOT Transit Customer Service Center

Proposers shall include one Work and Startup Plan that addresses the LADOT Transit Customer Service Center as part of the proposal. This plan will be a roadmap for establishing and operating an efficient and customer-centric TCSC. It will encompass various elements, including defining goals and objectives, outlining service offerings, designing operational processes, establishing a staffing plan, and creating a budget that considers start-up costs and ongoing expenses. (See Forms for Cost Components Instructions and Forms C5-8.) By formulating this plan, LADOT aims to lay a solid foundation for successfully launching and managing the TCSC.

The Contractor shall arrange a transition from incumbent contractor and should be ready by the Notice to Proceed date, including the retention of current customer service staff. Staff should be prepared and informed on how to transition from the incumbent contractor to the Contractor. Key personnel to participate in the transition period to ensure that the transition plan goes smoothly and on schedule.

The Work and Startup Plan shall include the following sections:

- 1. Operating Methodology:** Proposers are to provide details in the Operating Methodology Section describing how the Contractor proposes to manage the overall project and the major tasks and subtasks in line with LADOT's goals and objectives. Clearly define the goals and objectives of the Transit Customer Service Center, such as improving customer satisfaction, reducing response times, increasing first-call resolution rates, or achieving specific service level targets. Proposers shall describe the procedures they will implement to achieve LADOT's goals and objectives in the Operating Methodology Section of the Work and Startup Plan.
- 2. Staffing and Resource Allocation:** Proposers are to determine the required staffing levels, including the number of customer service representatives and support staff needed to handle the anticipated volume of customer inquiries/issues and Cityride administration duties. Proposers

shall discuss the allocation of workstations, computers, telephony systems, and necessary software or tools. The Proposer shall provide a list of proposed staff that includes the number of personnel assigned to the project and the percentage of time for each position dedicated to this project.

3. **Timeline and Milestones:** Proposers shall establish a timeline with specific milestones and deadlines for key activities, such as setting up infrastructure, hiring and training staff, and operating the TCSC. Proposers shall discuss all milestones and critical activities in the work and startup plan. Proposers are to include their timelines in this plan.
4. **Start-up Costs:** Bidders must calculate the preliminary expenses essential for setting up the TCSC, encompassing office space, equipment, technology infrastructure, software licenses, furniture, initial inventory, and any required renovations or installations. The bidder is required to deliberate on and incorporate these cost estimates into the work and startup plan.
5. **Operational Expenses:** The Proposer shall determine the ongoing operational expenses such as employee salaries, benefits, training costs, rent, utilities, maintenance, insurance, marketing and advertising expenses, technology upgrades, and other recurring costs associated with running the customer service center. Proposers shall discuss and include the operational expenses in the work and startup plan.
6. **Capital Expenditures:** Proposers shall identify any significant capital expenditures that may be required during the start-up phase or as part of the center's growth plans, such as purchasing additional equipment, expanding the facility, or investing in advanced technology solutions. Proposers shall discuss any identified significant capital expenditures in their work and startup plan.
7. **Workflow and Processes:** Proposers shall define the workflow and processes that representatives will follow to handle customer inquiries and issues efficiently and effectively, including call handling procedures, ticket management systems, escalation paths, and documentation requirements. Proposers shall also define the workflow and processes in managing and administering Cityride paratransit services. These include Cityride registration procedures, database management, administering media fare, technical assistance, and development for the website, mobile application, and taxi authorization. Proposers shall discuss and include their workflow and processes in the work and startup plan.
8. **Communication Channels:** Proposers shall include a section in the work and startup plan discussing the proposed communication channels available to customers, such as phone, email, live chat, social media, or self-service portals. Establish guidelines for responding to customers through each channel, including response time targets and tone of communication.

- 9. Quality Assurance:** Proposers are to include an outline of their quality assurance program to monitor and evaluate the quality of customer interactions in the work and startup plan. Proposers are to define evaluation criteria, conduct regular monitoring and coaching sessions, and provide feedback to representatives to improve their performance.
- 10. Performance Measurement and Reporting:** Proposers shall discuss, in the work and startup plan, their proposed system for tracking and measuring key performance metrics, such as average response time, customer satisfaction scores, first-call resolution rates, and customer feedback. Proposers shall include a description of any proposed reports to analyze performance trends and identify areas for improvement.
- 11. Customer Feedback and Complaint Handling:** Proposers shall develop mechanisms to gather customer feedback, such as surveys, feedback forms, or customer satisfaction ratings. Proposers shall establish procedures for handling customer complaints, ensuring timely resolution, and addressing root causes to prevent recurrence. Proposers should include a section discussing their customer complaint handling procedures in the work and startup plan.
- 12. Technology and Tools:** Proposers are to identify and discuss the appropriate technology and tools to support the customer service center's operations, such as customer relationship management (CRM) systems, ticketing systems, knowledge bases, chatbots, or self-service portals in the work and startup plan. Proposers shall ensure integration and compatibility with other systems used within the organization.
- 13. Crisis Management and Contingency Planning:** Proposers shall develop contingency plans and protocols for handling unexpected events or crises that may impact customer service operations, including communication plans, backup systems, alternative staffing arrangements, and strategies for managing high call volumes or service disruptions. Proposers shall include a section discussing their contingency plans and protocols for crisis management and handling unexpected events or incidents in the work and startup plan.

Deliverable, submitted with the proposal:

- 1. Proposers shall create and submit with their proposals a Work and Startup Plan.*

Subtask 1.3: Office Security Measures and Safeguard Plan

Proposers shall provide an Office Security Measures and Safeguard Plan as part of the proposal that outlines procedures to protect confidential information and records/documents, unopened mailings, unsold fare media, TAP cards, and Cityride cards against theft or fraudulent reporting. The plan shall minimally include a written description of procedures for storing and vaulting procedures to safeguard these items. Proposers are responsible for implementing this security plan, and LADOT reserves the right to audit the procedure to evaluate its effectiveness.

The Contractor shall be responsible for the safety of all collected revenue, including transportation from the Contractor's office to the bank. It is the Contractor's responsibility to ensure correct cash counting. Any equipment used for LADOT cannot be shared with the Contractor's other projects unless approved by LADOT in writing.

The Office Security Measures and Safeguard Plan must address the following requirements:

- a) The Contractor shall provide security measures to prevent unauthorized access to computer data, fare value cards, money, record files, and equipment.
- b) The Contractor's employees must be bonded.
- c) The Contractor shall ensure that all confidential information is secured nightly. The Contractor shall consider all Cityride participant documentation for proof of eligibility confidential.
- d) The Contractor shall ensure accountability and secure handling of fare value cards, from receipt to delivery to the Post Office for mailing.
- e) The Contractor shall implement safeguards for properly disposing of sensitive personal information documents, duplicate registrant applications, copies of identification documents, and correspondences. Any document with confidential information shall be mechanically shredded before disposal.
- f) The Contractor shall secure collected funds, including cash, checks, and cashier's checks.
- g) The Contractor shall develop, implement, and monitor procedures, controls, and security devices, such as security cameras, to prevent theft or pilferage.
- h) The Contractor shall submit Bank Deposit Slips, Bank Statements, and monthly invoices as proof of revenue collected. The Contractor shall be accountable for any discrepancies and reimburse the City if there are differences between reported revenue and actual collected revenue.
- i) The Contractor shall ensure the continuous security of the vault room.
- j) The Contractor shall ensure the presence of two (2) individuals and continuous recording by a video camera during money counting. The Contractor shall keep a log of monitoring activities that shall be signed off at least three times (3X) per week, documenting the start and end times of money counting and monitoring. The Contractor's log shall be kept in the vault, archived, and preserved as necessary for ongoing compliance documentation and shall be available for City's review upon request.
- k) The Contractor shall have a sign-off procedure to ensure active security camera monitoring.

Deliverable, submitted with the proposal:

- 1. Proposers shall create and submit an Office Security Measures and Safeguard Plan with their proposals.*

Deliverable:

- 2. The Contractor shall ensure all employees on this project are bonded and shall provide LADOT PM a copy of the certificate of bonding in PDF format within (5) five business days of the NTP.*

Subtask 1.4: Accounting, Bookkeeping, and Reconciliation

The Contractor shall ensure the accuracy, integrity, and confidentiality of all financial records and transactions associated with the TCSC and the Cityride Administration Program. Compliance with generally accepted accounting principles (GAAP) and relevant financial regulations is essential. The Contractor shall prioritize timely and accurate reporting, effective cost management, and sound financial practices throughout the engagement. LADOT Transit reserves the right to require changes to the invoicing format if deemed necessary to assess cost during the course of the contract.

Deliverables:

The Contractor shall provide comprehensive accounting services for the TCSC and Cityride Administration Program. The following services shall be performed as a part of this task:

- 1. Financial Record Keeping: The Contractor shall maintain accurate and up-to-date financial records, including tracking revenues, expenditures, and any other financial transactions related to the operation of both entities.*
- 2. Expense Tracking and Reconciliation: The Contractor shall track and reconcile all expenses incurred, including reviewing invoices, verifying expenses against approved budgets, and processing payments to vendors and service providers.*
- 3. Revenue Collection and Reporting: The Contractor shall oversee the collection of revenues generated, including ticket sales, fare media purchases, and any other revenue streams. The Contractor shall ensure proper recording and reporting of revenue and timely deposits into designated accounts.*
- 4. Financial Reporting: The Contractor shall generate regular financial reports for the, including income statements, balance sheets, cash flow statements, and any other requested financial analyses. The Contractor shall clearly and concisely present financial reports to relevant stakeholders, such as management and funding agencies.*
- 5. Audit Preparation and Compliance: The Contractor shall assist in preparing financial documentation and supporting materials for annual audits or reviews conducted by external auditors. Ensure compliance with applicable accounting standards, regulations, and reporting requirements.*
- 6. Cost Analysis and Control: The Contractor shall conduct cost analyses to identify potential cost savings or efficiency improvements. The Contractor shall implement cost control measures to optimize financial resources and maximize operational effectiveness.*
- 7. Payroll Processing: The Contractor shall process payroll for Contractor staff, ensuring accurate calculation of wages, deductions, and benefits. Comply with all applicable labor laws and regulations regarding payroll administration.*
- 8. Financial System Management: The Contractor shall maintain and utilize an appropriate financial management system to support accounting functions, including software, databases, or other tools necessary for efficient and accurate financial record keeping.*

9. *Contract Billing and Invoicing: The Contractor shall prepare and issue invoices to relevant parties, such as contractors, service providers, or funding agencies, as per contractual agreements. Monitor and track receivables, ensuring timely collection of payments. The Contractor shall provide Monthly invoices with a clear description of the services provided, including the scope of work, deliverables, and milestones achieved during the billing period. The invoices should include supporting documentation, such as detailed timesheets, expense reports, and any required backup documentation for reimbursable expenses, to ensure transparency and compliance with City of Los Angeles accounting standards. Monthly invoices must be submitted via email to the LADOT project manager within 15 days after the billed month ends (i.e., January invoices are due by February 15th). The Contractor shall provide all necessary financial records, reports, and supporting documents required by LADOT's Accounting Department to process the monthly invoices.*

Subtask 1.5: Training

Proposers shall provide a Training Plan for training TCSC staff members as part of their proposal. The Contractor shall provide comprehensive training for new TCSC staff members prior to the start of service, introducing them to LADOT Transit services, its values, and policies. The Training Plan may include policies on how often staff is trained, how the staff is trained, orientation/onboarding sessions, employee handbooks, introductions to key personnel, gender-based violence, sexual harassment, and on-the-job training programs where new hires or less experienced staff work alongside experienced team members.

All training manuals must be approved by LADOT PM prior to training.

Deliverables:

The Contractor shall ensure training is provided to all staff throughout the contract term. The training shall cover the following areas but not limited to:

1. *Customer Service Skills: The training shall include proper telephone etiquette, effective communication, conflict resolution, problem-solving, and customer service techniques.*
2. *Product, Service, and Route Knowledge: The training shall cover the transit service routes, schedules, fares, and policies to enable staff to provide accurate and up-to-date information to passengers.*
3. *Technology and Tools: The training shall include computer systems, software applications, and customer service tools such as complaints/commendation logging and fare collection systems.*
4. *Emergency Preparedness: The training shall cover emergency procedures, evacuation protocols, and emergency communication.*
5. *Cultural Competency: The training shall address cultural sensitivity and awareness to enable staff to provide equitable and inclusive service to all passengers.*
6. *Cityride Registration and Management: The training shall include an overview of paratransit services, membership registration, issuing and monitoring of Cityride cards, and fare value.*
7. *Administrative Awareness: The Contractor shall ensure the individual skill sets required as a TCSC staff member and team skill sets required for smooth inner-departmental operations are included in the Contractor's on-board training.*

8. *Training Manual: The Contractor shall develop a training manual and provide a detailed outline of the training program for review and approval by the City within the first three (3) months of the initiation of the contract. The Contractor shall submit the Training Manual to the LADOT PM in digital and hard copy.*
9. *Training Records: The Contractor shall maintain records of all training provided, including the type of training, attendance, and completion certificates for each staff member. The Contractor shall submit proof of training to LADOT staff upon request.*
10. *Annual Training Manual Updates: The Contractor shall update its training manual based on prior-year circumstances and results. The draft of the updated training manual shall be submitted to LADOT for review and approval by the third month of each contract year to the LADOT PM in digital and hard copy. Once approved, the final Training Manual shall be made available within (10) ten working days.*

Subtask 1.6: Contractor Reports

The City requires that the Contractor provide extensive data reporting, which will serve as a database to monitor and evaluate the service's productivity and the Contractor's performance. The City's Management Information System (MIS) depends mainly on Contractor self-reporting and enables the Contractor to evaluate its performance better. The City uses the Transtrack Management System, a web-based management information system. The City's Contractor Performance Evaluation Program's success depends on the timely and accurate reporting of essential operating and maintenance information by the Contractor. The Project Manager, in accordance with the established reporting schedule, will prepare data reports to be submitted promptly to the City.

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

The Contractor shall provide LADOT monthly reports detailing activity at the TCSC and Cityride support activity. Reports may include aggregate statistics, but LADOT may request disaggregated records at any time. Reports should not include personally identifiable information of customers, members, or residents.

The City reserves the right to require electronic reports to be entered into the City's MIS system during the contract term. The City also reserves the right to modify the Contractor's Reports as it deems necessary.

The City further reserves the right to change, upgrade, replace, or add another MIS system during the contract term. If the City changes, upgrades, or replaces the current MIS system, the City will provide the necessary training to the Contractor's staff.

The City will inform the Contractor of any changes that affect the reporting or data uploading requirements related to the Cityride Paratransit Program Contractor reporting responsibilities.

Deliverables:

1. **Contact Information Reporting:** *The Contractor shall update contact information in the MIS Contact section so City Personnel can easily reach the Contractor's Data Manager. The Contractor shall update this information throughout the contract term to ensure the contact information is current.*
2. **Message Board Review:** *The Contractor Management Staff will view the MIS Message Board once a week for important MIS system updates, new MIS procedures, and MIS reminders.*
3. **Customer Complaints and Commendations Reporting:** *The Contractor shall input all customer complaints and commendations received into the City's MIS daily.*
4. **FTA National Transportation Database (NTD) Reporting:** *The Contractor shall generate reports for review and audit by the City and collect data for FTA's National Transportation Database (NTD) reporting. The Contractor shall operate in compliance with the governmental codes, regulations, and directives applicable to such programs and as defined in this RFP, addendums, and contract agreement.*

The Contractor shall report all trip information collected regarding authorized taxicab trips as required by FTA's (NTD) reporting. As part of the FTA's (NTD) reporting of the authorized taxicab trips, the Contractor will separately report those trips taken by Cityride participants who purchase the Cityride fare value paying full price and those trips taken by Cityride participants who purchase their Cityride fare value at the reduced rate.

The Contractor shall submit monthly, quarterly, and annual FTA's (NTD) reporting. See Exhibit 11 –Federal Transportation Administration (FTA) National Transit Database (NTD) for further information. The Contractor will email the FTA NTD Reports to the City's assigned NTD Project Manager.

5. **City-Permitted Taxicab Trip Data Importation Reporting:** *The Contractor shall collect and report the City-permitted Taxicab trip data for all authorized Cityride participants' taxicab trips to the NTD. The Contractor shall collect the taxicab trip information from the authorized Cityride participants' taxicab trips for reporting purposes, trip verification purposes, and for use by the City for supporting documentation for processing and auditing City-permitted taxicab company invoices. The City-permitted taxicab companies transmit the trip data directly to the Cityride web server (See Subtask 8.1 Cityride web server and database).*
6. *The Contractor shall run monthly reports that list, by the trip, the amount of Cityride participant taxicab trips provided by a particular taxicab company in a given period. These reports, collectively known as the City-Permitted Taxicab Trip Statistics Report and submitted monthly with the invoice, are to include:*
 - a. *Taxicab company name*
 - b. *Taxicab driver identification number, the taxicab number*
 - c. *Cityride participants' Cityride Card number, d) the total cost of the taxicab trip*
 - d. *Total miles of the trip*
 - e. *Total time the trip took*
 - f. *Origin and destination addresses of the trip*

- g. Amount of Cityride fare value charged for the trip
 - h. Total number of trips provided by the taxicab company during the requested time period
 - i. The total cost of the taxicab trips for the requested time period and the total amount of the Cityride fare value charged for the trips during the requested time period.
7. **TCSC Activity Report:** The Contractor shall generate, maintain, and provide to the City each month a report on TCSC activity formatted as follows:

Section 1 – Call Center Activity includes the following information: the number of calls received, the number of calls answered, the number of abandoned calls, the average customer wait time, the average talk time, any other relevant Call Center statistics, any notable Trends (such as the most common topics requested), the number of customers transferred to the City through the escalation process. The Contractor shall prepare this report by phone number (TCSC phone number, Cityride Complaint phone number, LAnow Customer Service phone number, Charter Bus Reservation Technical Assistance phone number, and the Gender-Based Violence and Sexual Harassment Hotline phone number).

Section 2 – Media Sales Activity includes the following information: the number of Commuter Express media sales separated by zones and fare type, the number of DASH media sales separated by fare type (if applicable), the number of Foothill Media sales separated by fare type, the number of LA Metro Media sales separated by fare type, the amount of “stored-value loaded by fare type (student, senior 62, college student, regular, senior/disabled, etc.), the number of Cityride Media sales and returns separated by fare type. The Contractor will separate cash payments from credit/debit payments when reporting the above sales activity.

Section 3 – Security Activity includes the following information: verification of video review, list of any security incidents, and discussion of security concerns (if applicable).

8. **Cityride Support Report:** The Contractor shall provide LADOT with various reports for monitoring and evaluating the Cityride Program. The Contractor shall submit to LADOT the following: a) Weekly narrative reports on Program activities, progress, and problems; b) Weekly, Monthly, Quarterly, and Annual Statistical Reports that shall include the number of applications received (by mail and online), the number of applications approved, the number of new members registered, the number of requests for information received, the number of applications/materials mailed out and returned, and the number of payment transactions completed; c) and any other reports as needed.
9. **Escalation Report:** The Contractor shall generate and submit, monthly, an Escalation Report detailing all calls by escalation category (See Subtask 4.6 - Escalation of Issues to City Staff) forwarded to the City’s Staff for resolution.
10. **Position and Task Report:** The Contractor shall complete and submit the Position and Task Report with the monthly invoice. (See Exhibit 9 - Position and Task Report for sample report and formatting.)
11. **Monthly Invoice:** The Contractor shall submit monthly invoices in accordance with Section 9 - Compensation minus any performance penalties per Section 5.1 – Service Performance Standards and Performance Penalties as indicated in this RFP.

12. **Schedule B:** The City will use Schedule B to meet all MBE/WBE/SBE/EBE/DVBE participation levels for this program. The Schedule B form must list all subcontractors listed in Schedule A along with the dollar amount invoiced for that invoice period by the subcontractor(s) and the dollar amount paid to date to the subcontractor(s) listed.
13. Suppose the Contractor substitution of a subcontractor lowers the pledge levels. In that case, the Contractor is required to demonstrate a good faith effort to provide MBE, WBE, SBE, EBE, and DVBE firms an equal opportunity to compete for any subcontracting work being substituted.

The Contractor shall submit a completed Schedule B with the monthly invoice.

14. **FTA Annual Project Financial Reporting:** In accordance with the United States Code (USC), Title 49, Section 5335, the Secretary of Transportation maintains a reporting system called the National Transit Database (NTD). The NTD uses uniform categories to collect public transportation financial and operating information and defines these in the Uniform System of Accounts (USOA). The USOA is the basic reference document for the NTD. It contains the accounting structure required by Federal Transit laws (previously Section 15 of the Federal Transit Act).

The Federal Transit Administration (FTA) published its most recent changes to the accounting requirements and reporting system in a Final Rule on January 12, 2012. This version of the USOA replaced all prior publications. The primary purpose of the USOA is to ensure that data definitions are uniform for all transit agencies. Each transit agency must maintain the accounts and records necessary to meet its internal information requirements and those specified in the USOA.

LADOT has changed the structure of its FTA Project Financial Reporting Forms to comply with the financial accounting definitions and accounts as outlined in the USOA. The Cost Component Forms are broken into four distinct functional areas: Vehicle Operational Costs, Vehicle Maintenance Costs, Facility Maintenance Costs, and General Administration Costs. Each of the four functional areas contains Labor Costs for duties and work performed that is associated with the specific functional area.

The Contractor shall complete and submit the FTA Project Financial Reporting Forms (see Exhibit 10 – FTA Annual Project Financial Reporting Sheet) by the end of August each year; the report shall include all costs associated with the prior Fiscal year, which is July 1st through June 30th.

15. **Insurance Annual Renewal Submission:** The Contractor shall maintain mandatory insurance coverage throughout the contract term. The Contractor shall upload the insurance renewals into the City's compliance system at <https://www.kwikcomply.org> at the time of renewal. The City will not process the Contractor invoices if the Contractor's insurance expires or lapses.
16. **Schedule C:** Upon project completion, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified correct by the Contractor or its authorized representative. Schedule C is submitted after the completion of the contract. The completed form shall be due to the City within fifteen (15) working days after the completion of the contract term or contract termination date.

17. **Contractor Required Reporting and Frequency:** The Contractor shall submit the reports listed in Table 4 – Contractor Required Reporting and Frequency. The City reserves the right to require additional reports from the Contractor. For daily, weekly, and monthly reports, the Contractor must either enter reports in the City’s MIS system (if applicable) or submit the report to LADOT no later than 10:00 a.m. the following business day of the reporting cycle.

Table 4 – Contractor Required Reporting and Frequency

Report	Frequency	References	Reporting Method
1. Contractor Information	As needed	Subtask 1.6, Section 10.4	LADOT MIS
2. Message Board Review	Daily	Subtask 1.6	LADOT MIS
3. Customer Complaints and Commendations Reporting	Daily	Section 3.2.7; Subtask 1.2; Subtask 1.6, Subtask 4.2; Subtask 4.5	LADOT MIS
4. FTA National Transportation Database (NTD) ¹	Monthly, Quarterly, and Annually	Subtask 1.6, Exhibit 11	Emailed to LADOT assigned NTD Project Manager
5. City-Permitted Taxicab Trip Statistics Report	Monthly	Subtask 1.6	Submitted with Monthly Invoice
6. TCSC Activity Report	Monthly	Subtask 1.6	Submitted with Monthly Invoice
7. Cityride Support Report	Monthly	Subtask 1.6	Submitted with Monthly Invoice
8. Escalation Report	Monthly	Subtask 1.6	Submitted with Monthly Invoice
9. Position and Task Report	Monthly	Subtask 1.6	Submitted with Monthly Invoice
10. Monthly Invoice	Monthly	Subtask 1.6	Submitted with Monthly Invoice
11. Schedule B	Monthly	Subtask 1.6	Submitted with Monthly Invoice
12. FTA Annual Project Financial Report	Annually, due by the end of August	Subtask 1.6, Exhibit 10	Emailed to LADOT assigned NTD Project Manager

<i>Report</i>	<i>Frequency</i>	<i>References</i>	<i>Reporting Method</i>
<i>13. Insurance Annual Renewal Submission</i>	<i>Annually or as needed to maintain the required insurance for this project</i>		<i>Uploaded to City's Compliance System at: https://www.kwiwc.comply.org</i>
<i>14. Schedule C</i>	<i>Completed at the end of the contract term</i>	<i>Subtask 1.6</i>	<i>Emailed to LADOT assigned Project Manager</i>

Notes: The City reserves the right to require electronic reports to be entered into the City's MIS system during the term of the contract. City also reserves the right to modify the Contractor's Reports as it deems necessary.

¹Reports shall be reviewed and signed by the Project Manager verifying the accuracy and that these reports have been based on the FTA guidelines. Project Manager shall verify that the ongoing system is in place and maintained for recording data in accordance with the City's and FTA-NTD definitions.

²All source documents must be made available to support the reported data. In addition, a verifiable system of internal controls must be in place to ensure the accuracy of the data collection process and recording system. The Contractor shall cooperate with the audit of reported data, data gathering procedures, and systems as required by the FTA-NTD and various agencies such as the Metro.

Task 2: Operational Readiness

Subtask 2.1: Tenant Improvements to TCSC Site

Tenant improvement work for the project is anticipated to be undertaken by the City's Department of General Services at the expense of LADOT Transit. However, in the event that LADOT Transit specifically requests, the contractor shall have the flexibility and capability to engage a private contractor for the execution of tenant improvements. This provision ensures adaptability in the project's execution, allowing for a collaborative approach that accommodates the preferences and requirements of LADOT Transit.

These improvements are necessary to accommodate the additional tasks outlined in this Request for Proposal (RFP) that will be performed at the customer service center, most notably the addition of the Cityride administration duties that will now be carried out at the TCSC. The Contractor is expected to carry out these improvements promptly and efficiently, ensuring that the center is equipped to handle the expanded scope of services.

The Contractor will be responsible for executing the necessary improvements and modifications to transform the designated space into an operational TCSC that meets the requirements specified by LADOT. The improvements must adhere to industry standards, applicable codes, and regulations. The Contractor shall ensure high-quality workmanship and a functional environment for efficient customer service and TCSC operations.

Deliverables:

1. *The Contractor shall document all tenant improvements of newly acquired TCSC space that meets both existing TCSC and Cityride requirements and submit them to LADOT within the time specified and agreed upon in the Work and Startup Plan (Subtask 1.2 - Work and Startup Plan for LADOT Transit Customer Service Center) with a valid certificate of occupancy if applicable.*
2. *The Contractor shall document all tenant improvements to the TCSC and submit them to LADOT PM with a valid certificate of occupancy, if applicable.*
3. *The Contractor shall acquire/produce any plans, permits, and agreements required to complete the work and submit a copy to LADOT. It shall be submitted within the agreed upon timeline that is set once LADOT PM initiates any tasks that require the procurement of any plans, permits, and agreements.*

Subtask 2.2: Furniture and Equipment Procurement

The Contractor shall procure the necessary furniture and equipment for the TCSC, ensuring that they meet specifications, are delivered on time, and perform satisfactorily. All procurement activities must be conducted transparently and cost-effectively while adhering to relevant laws, regulations, and ethical practices. The Contractor shall take over the current TCSC assets belonging to the City and then shall be responsible for purchasing any remaining asset inventory and supplies needed to fulfill the duties and services outlined in this RFP. The costs of acquiring additional equipment and supplies shall be included in the Proposer's Start-up costs. It should be noted that all equipment and supplies purchased will become the property of the City.

See Exhibit 12 – TCSC Assets Inventory for all the City property, including office equipment and furniture currently located at the TCSC Site.

Deliverables:

1. *The Contractor shall submit a list of all necessary furniture and equipment procured for the TCSC to the LADOT PM.*
2. *The Contractor shall supply accurate records and receipt of capital expenditures made to fulfill the term of this agreement in the monthly invoices. The Contractor shall provide records and receipts to LADOT upon request.*
3. *The Contractor shall keep an up-to-date inventory list of furniture and equipment for the TCSC. The Contractor shall keep the inventory list at the TCSC and make it available to LADOT staff upon request.*

Subtask 2.3: Procurement and Installation of Telephone Systems

The Contractor shall implement and manage the TCSC phone system and communication tools. The Contractor shall perform the following tasks:

- **Phone System Assessment:** The Contractor shall evaluate the existing Phone Keypad Response (PKR) and Integrated Voice Response (IVR) systems used by the TCSC and Cityride Program. The Contractor shall determine the capabilities and requirements of the current systems.
- **Proposed Phone System:** If the Contractor proposes a new phone system, the proposed phone system must have capabilities similar to the PKR and IVR systems, or the Contractor can suggest an entirely new phone system with additional features. Ensure that the proposed phone system meets the operational needs and functionalities outlined in this RFP.
- **Phone System Transition:** The Contractor will coordinate with LADOT Transit staff, the current contractor, and the phone service provider (e.g., AT&T) to successfully transition the current TCSC phone numbers, LANow phone number, and the Cityride numbers to the Contractor's name. The Contractor is to ensure the continuity of service and minimal disruption during the transition process. See Table 1 for the current phone numbers TCSC staff, Charter Bus, and Cityride Administrator use that need to be transferred.
- **Communication Tools:** The Contractor may provide options for additional communication tools that can enhance the efficiency and accessibility of the TCSC, including proposing an application or website for City-permitted taxicab drivers to input Cityride participant trip information or other innovative solutions to improve communication channels.
- **Telephone Tracking System:** The Contractor shall purchase and maintain an automated telephone tracking system to monitor incoming calls to the Cityride Program. The system should have capabilities such as call times, call hold times, average call times, average hold times, queue status, missed calls, dropped calls, and the number of reservationists available at any given time.
- **TDD and Accessibility:** The Contractor shall ensure that TCSC staff are trained in using a Telecommunications Device for the Deaf (TDD) to facilitate communication with customers who are deaf, hard of hearing, or have speech impairments. The Contractor shall have teleprinter (TTY) or TDD capabilities to accommodate the communication needs of these customers.
- **Call Monitoring and Recording:** The Contractor shall purchase and maintain a telephone recording system to monitor and record calls for quality control, training, and evaluation purposes.
- **Remote Access and Logins:** The Contractor shall ensure that the selected phone system allows remote access, enabling operation during unexpected events such as natural disasters or pandemics. The Contractor shall provide necessary logins for LADOT-identified staff to access the system remotely.

Table 1: Current Phone Numbers in use by TCSC staff, Charter Bus, and Cityride Administrator

TCSC Phone Number	(213, 310, 323, or 818) 808-2273
TCSC TDD Phone Number	(800) 559-1950
Cityride Complaint Number	(213, 310, 323, or 818) 808-7433
LAnow Customer Service Number	(818) 493-6211
Charter Bus Reservation Technical Number	(310) 981-9373
Gender-Based Violence and Sexual Harassment Hotline	(213) 546-7066

The Contractor shall successfully implement and manage the phone system and communication tools for the TCSC, ensuring seamless operation, effective communication with customers, and adherence to accessibility standards. All proposed systems and tools shall be cost-effective, reliable, and aligned with the requirements outlined in this RFP.

Deliverables:

- 1. The Contractor shall procure the necessary hardware, software, and telephone system to operate the TCSC within the time specified and agreed upon in the Work and Startup Plan (Subtask 1.2 - Work and Startup Plan for LADOT Transit Customer Service Center). The Contractor shall submit a completion Report to LADOT PM electronically once the necessary hardware, software, and telephone system(s) are installed and operational.*
- 2. The Contractor shall transfer the current phone numbers to TCSC so there is no loss in service to LADOT Transit customers by the start of this agreement. Upon completion, the Contractor shall submit a report to the LADOT PM identifying any issues encountered during the transition and a Contractor sign-off that the lines have been tested and are routed correctly.*
- 3. The Contractor shall keep accurate records and receipt of capital expenditures made to fulfill the term of this agreement and include them in the monthly invoice(s).*

Subtask 2.4: Procurement and Installation of Computer, Internet, and Wi-Fi Technology

The selected Proposer must possess, acquire, and maintain reliable computer technology (compatible with the software, apps, and online applications LADOT uses and requires of the Contractor) and high-speed Internet access capabilities throughout the contract term. The Contractor is responsible for the purchase, licensing, networking, installations, and programming of all computers, laptops, tablets, and any other communication equipment needed for the operations of the services as described in this RFP. The City requires extensive computer hardware and software, high-speed Internet access, Wi-Fi technology, LTE/5G cellular (or better), data service, etc. The Contractor will regularly update the latest internet/Wi-Fi/cellular. Proposer(s) must be able to, at a minimum, access/interface, enter, upload reports/data, monitor, summarize, generate reports, or otherwise handle and interact with the City's various technology platforms, including from mobile or remote office locations.

The minimum hardware requirements are a late-model computer with at least 256 GB of Hard Disk Storage, Intel® Core™ i5 processor, and 8 GB RAM. If multiple applications run on the desktop simultaneously, additional RAM may be needed to ensure applications respond as needed. The Contractor must ensure the ability to backup software and data and maintain a high-speed internet connection. Minimum software requirements are Microsoft Windows 10 or newer, with Internet Explorer 9 or newer. The MIS website may require disabling pop-up blockers for data entry and reporting. The Contractor shall be responsible for upgrades of the software and hardware to accommodate the requests of the City. All Contractor staff responsible for internal reporting must have a computer with High-Speed Internet access available.

In addition, internet access is required for the online complaint system established by LADOT. The minimum hardware requirements are similar to those listed above.

The technology equipment and other assets currently in use at the existing TCSC - owned by the City- will be available for the Contractor to fulfill the requirements specified in this RFP. See Exhibit 12 –TCSC Asset Inventory for the currently available assets for Contractor use.

All items purchased during the contract term are property of the City and will be transferred to the City upon contract completion.

Deliverables:

- 1. The Contractor shall procure the necessary hardware, software, and technology to operate the TCSC within the time specified successfully and agreed upon in the Work and Startup Plan (Subtask 1.2 - Work and Startup Plan for LADOT Transit Customer Service Center).*
- 2. The Contractor shall provide LADOT with an accurate and continuously updated inventory of assets under the care of the Contractor throughout the agreement term.*

Task 3: TCSC Operation and Management

TCSC FUNCTIONS AND RESPONSIBILITIES

The TCSC is a central hub for handling customer inquiries, providing customer assistance, and delivering information related to LADOT Transit services. Overall, the TCSC functions as a vital customer service interface, ensuring that customers receive accurate information, reliable support, and a positive experience when interacting with LADOT Transit.

Subtask 3.1: Operation and Management of the TCSC

The Contractor shall be responsible for efficiently operating and managing the TCSC. The Contractor is responsible for performing the following tasks:

- **TCSC Operations:** The Contractor shall ensure the smooth day-to-day operations of the Customer Service Center, including opening and closing procedures, inventory management, and customer service.

- **TCSC Hours of Operation:** The Contractor shall ensure that the TCSC will have live customer phone support on weekdays from 6:30 a.m. to 7:00 p.m. and on weekends from 9:00 a.m. to 6:00 p.m., with the public counter open weekdays from 10:00 a.m. to 2:00 p.m., except on the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- **Inventory Management:** The Contractor shall maintain adequate stock levels of transit-related products, such as tickets, passes, maps, schedules, and other materials available at the CSC. The Contractor shall implement inventory control measures to track stock levels, monitor product expiration dates, and replenish inventory as needed.
- **Sales and Cash Handling:** The Contractor shall process sales transactions accurately and efficiently, including cash handling, credit card transactions, and recording of sales in the point-of-sale (POS) system. The Contractor shall safeguard cash and ensure proper cash register and sales report reconciliation.
- **Technology and Systems:** The Contractor shall utilize appropriate technology, including POS systems, inventory management software, and other retail management tools, to streamline store operations, track sales, and manage inventory effectively. The Contractor shall stay informed about industry trends and advancements in retail technology.
- **Janitorial Cleaning and Upkeep Services:** The Contractor shall maintain a clean store, performing janitorial duties, including the cleaning of the following areas:
 - High-Frequency Touch Points
 - Flooring
 - Restrooms
 - Offices
 - Windows
 - Common Areas
 - Break Rooms
 - Trash & Recycling Removal

Deliverables:

1. *The Contractor shall operate and manage the TCSC to the standards specified and agreed upon in the Work and Startup Plan (Subtask 1.2 - Work and Startup Plan for LADOT Transit Customer Service Center), and those standards as agreed upon in the contract awarded in response to this RFP.*

Subtask 3.2: Over-the-Phone Customer Service

The Contractor shall provide comprehensive customer service over the phone at the TCSC. The TCSC will assist customers via phone with a variety of issues including, but not limited to, the following:

- The Contractor shall provide information on the LADOT Transit Services, including DASH, Commuter Express, Cityride, LAnow, and Charter Bus Program,
- The Contractor shall provide general route information (e.g., route locations, stop locations, route headways, fare, etc.),
- The Contractor shall assist customers with their trip planning and mobility options,
- The Contractor shall assist customers by providing directions to the requested route or stop location,
- The Contractor shall provide information about available LADOT, Foothill, and LA Metro fare media products (e.g., TAP, EZ Pass, LADOT 31-Day Passes, Student Reduced Fare, Cityride Fares, LAnow fares, etc.),
- The Contractor shall provide information regarding how to purchase fare media for the desired transit service,
- The Contractor shall resolve customer complaints regarding all LADOT Transit services,
- The Contractor shall refer customer complaints regarding the five (5) Metrolink station parking lots and two (2) park-and-rides to appropriate LADOT staff,
- The Contractor shall direct customers to additional resources (LA Metro Customer Care Center),
- The Contractor shall assist LAnow customers who request to create accounts and booking rides by phone,
- The Contractor shall coordinate with LAnow Customer Service when LAnow customers request booking rides by phone,
- The Contractor shall direct callers inquiring about the Charter Bus program to the Council District Staff and LADOT Staff responsible for booking,
- The Contractor shall inform customers of service changes (delays, detours, canceled trips, canceled stops),
- The Contractor shall inform customers of the next bus arrival times,
- The Contractor shall process Cityride applications (see [Subtask 6.1: Membership Eligibility and Registration](#)),
- The Contractor shall process the Cityride fare media sales (see [Subtask 4.9: Fare Media Sales and Fulfillment and Processing](#)),
- The Contractor shall escalate calls to a TCSC supervisor or LADOT staff for specialized customer service when appropriate, and
- The Contractor shall work with the LADOT Transit Operations contractors to relay information from the transit operation yards to the customers.

Table 2 shows the anticipated volume of calls the TCSC may receive during a typical one-month period for customer service-related calls. The Contractor should assume a larger volume of calls than shown in the table below to the TCSC due to the addition of the Cityride administration to the scope of work for the TCSC.

Table 2 - Monthly Average Call Statistics - 2019

	Calls Answered	Calls Abandoned	Percentage Completed	Average Call Duration
TCSC	12,206	2,370	81%	1:34
Cityride Coordinator Program	3,676	186	92%	2:40

Deliverable:

1. *The Contractor shall submit a monthly TCSC Activity Report with the Monthly Invoice. (See Subtask 1.6).*

Subtask 3.2 Requirements

- The Contractor shall possess Product and Service Knowledge: The Contractor shall equip customer service representatives with comprehensive knowledge about LADOT Transit's services, policies, products, and procedures so the representatives can effectively assist customers and provide accurate information.
- The Contractor shall handle incoming calls promptly and professionally, providing accurate information, addressing customer inquiries, and resolving issues or complaints courteously and efficiently.
- The Contractor shall adhere to predefined Service Level Agreements (SLAs), including call wait times, call abandonment rates, and first-call resolution targets. Continuously monitor and improve performance metrics to ensure high-quality customer service. (Section 5.1 - Service Performance Standards and Performance Penalties)
- The Contractor shall implement an escalation process in order to handle complex or unresolved customer issues. Ensure appropriate steps are taken to address escalated matters promptly and - efficiently. (Section 4.4 - Subtask 4.6 - Escalation of Issues to City Staff)
- The Contractor shall proactively identify opportunities to enhance call center operations and customer service processes. The Contractor shall implement best practices and industry standards to improve the efficiency and effectiveness of the call center continuously.
- The Contractor shall ensure exceptional customer service through the call center, meeting or exceeding customer expectations and delivering a positive customer experience. The Contractor shall handle all customer interactions shall be handled professionally and efficiently, focusing on resolving issues and providing accurate information in a timely manner.

Subtask 3.3: Multilingual Support

The Contractor shall provide multilingual support to cater to customers who speak languages other than English. It is crucial to have qualified multilingual representatives available to assist customers in their preferred languages. At a minimum, the Contractor shall have at least one (1) fluent staff member in

English and Spanish available during the TCSC's operating hours. The City reserves the right to add more languages to this requirement if necessary during the contract term. The Contractor should be capable of implementing LADOT Transit's [Limited English Proficiency](#) (LEP) plan (see Exhibit 4: LADOT's Limited English Proficiency Plan (updated October 2018) which includes accommodating speakers of languages such as Spanish, Chinese, Japanese, Korean, Tagalog, Vietnamese, Thai, Armenian, Russian, and Cambodian during the CSC's operating hours.

Proposers are encouraged to explore and propose integrated automated voice and command recognition systems that offer translation services similar to the ones utilized by the City's 311 system for phone services.

Deliverables:

- 1. The Contractor shall procure hardware, software, services, engage in staff recruitment and training to successfully implement and satisfy the condition of LADOT Transit's LEP plan.*
- 2. The Contractor shall train all public-facing Contractor personnel in accordance with LADOT Transit's LEP Plan.*
- 3. The Contractor shall hire bilingual customer service agents.*
- 4. The Contractor shall ensure that the LEP plan is updated as necessary per FTA and Title VI guidelines throughout the contract term.*

Subtask 3.4: Dissemination of Rider Alerts

The TCSC personnel are in charge of releasing Rider Alerts to the public. LADOT utilizes Rider Alerts to keep transit users informed about service alterations, stop closures, re-routes, and other changes that may arise. Rider Alerts are released daily and throughout the day when new occurrences arise. These alerts, issued by the TCSC staff, serve the purpose of promptly notifying transit users about immediate service operational disruptions, such as missed trips and detours that may affect their journeys. Additionally, the TCSC staff is responsible for providing TCSC callers with comprehensive information from the active/current Rider Alerts that pertain to the transit service or route(s) that may impact the caller.

The Transit Operator contractors and/or LADOT Transit staff will notify the Contractor of any immediate service disruptions that may impact transit users. The Contractor shall post the service disruption details through LADOT Transit's existing Twitter account and will coordinate with the third-party contractor selected to perform Transit Marketing Services for LADOT to enable access to the LADOT Transit Twitter account for communicating Rider Alerts.

The Contractor shall upload the service disruption details to LADOT Transit's General Transit Feed Specification (GTFS). A third-party contractor currently administers LADOT Transit's GTFS platform. LADOT Transit staff will provide TCSC staff access to the third party's GTFS software and train TCSC staff to use said software.

- The Contractor will also communicate with LADOT staff and the Transit Marketing Services contractor to ensure TCSC staff is knowledgeable about longer-term service changes (such as

route changes and schedule changes) to adequately service customers who may seek such information through the call center. The Contractor must not reference expired Rider Alerts when speaking to the public.

- the Contractor shall be responsible for using the new platform and system the new third-party contractor provides if the third-party GTFS provider and/or platform changes. The Contractor will work with LADOT Transit staff and the new GTFS provider to continue this functionality of the TCSC, including but not limited to staff training and software installation.
- The Contractor shall coordinate with LADOT's bus division yards to stay informed of service alterations and disruptions.

Deliverables:

1. *The Contractor shall produce and distribute Rider Alerts within 20 minutes of receiving the information to all predetermined Rider Alert channels including LADOT's Twitter Account.*
2. *The Contractor shall post all Rider Alerts provided by LADOT that are pre-planned route changes or closures within 72 hours of the pre-planned changes/closures.*
3. *The Contractor shall provide LADOT with a copy of their Rider Alert manual and policy development and implementation procedures within (3) three months of the start of the Contract.*
4. *The Contractor shall upload service disruption details to LADOT Transit's General Transit Feed Specification (GTFS).*
5. *The Contractor shall maintain a record detailing all posted Rider Alerts throughout the term of the contract. The Contractor shall electronically submit these records to LADOT at the end of the contract term.*

Subtask 3.5: Processing Customer Complaints and Commendations

LADOT currently has an automated comment/complaint system maintained under a separate contract. The TCSC staff will input all complaints or commendations received from the public into the complaint data management system identified by the LADOT project manager. The TCSC receives these complaints and commendations via phone, mail, internet, and in-person. LADOT's contracted transit service operators and LADOT staff then review the complaints and commendations daily. The system allows both the contracted transit service operators and LADOT to ensure the resolution of all complaints and allow recognition for those commendations received. The Contractor is responsible for the system's day-to-day use as LADOT directs. The information to be cataloged in the system shall include complaints, commendations, and incidents regarding:

- All transit services provided by LADOT Transit, which includes DASH, Commuter Express, Cityride, and LAnow.
- All publicly accessible facilities maintained by LADOT Transit, which includes the TCSC, five (5) Metrolink station parking lots, and two (2) park-and-rides.

The Contractor shall work with LADOT Transit staff and Transit Operator contractors to create a policy, subject to LADOT approval, detailing how complaints are addressed and by which party complaints are addressed (LADOT Transit staff, Transit Operator contractor, or the TCSC contractor). The Contractor will be responsible for training all TCSC staff to follow the customer complaint procedure developed with and ultimately approved by LADOT Transit staff. All customers must receive a response to their complaints within three (3) business days.

Deliverables:

- 1. The Contractor shall produce and provide a draft Customer service manual and policy for customer complaints and commendations processing to LADOT within three (3) months of the NTP, and subsequently provide a final plan within (5) five business days upon receiving LADOT PM's endorsement of the draft plan*
- 2. The Contractor shall receive and catalog all complaints and comments received through the Customer Service Center using the customer complaints collection system/portal within three (3) business days of receipt of the complaint or comment.*
- 3. The Contractor shall produce and provide complaint follow-up response procedures and submit these procedures to LADOT within two (2) months of the NTP.*
- 4. Monthly report of the top 3 complaints*

Subtask 3.6: Escalation of Issues to City Staff

There are certain types of issues expected to be handled by LADOT staff rather than the Contractor, resulting from an escalation, complaint, or action that requires the City to perform a higher level of review or handling of the issue outside the Contractor's scope of authority. Escalation of the above issues to appropriate LADOT staff within two (2) business days upon discovery. The Contractor will be required to escalate issues and inquiries such as, but not limited to:

- Media requests,
- Public records requests,
- Legal/attorney escalations,
- Service Reports (Missing and or damaged bus signs and stops),
- Complex requests for fare media refunds
- Title VI and ADA complaints, and
- Service change requests such as stop relocation and route modification requests.

Deliverables:

- 1. The Contract shall produce a Customer Service manual and policy for escalation of issues to City staff and supply LADOT with a copy of the manual within two (2) months of the NTP.*

Subtask 3.7: Customer Support for DASH and Commuter Express Mobile Ticket/Pass Program

LADOT introduced an innovative application for purchasing and on-board validating its fare media using smartphones. While LADOT may continue to offer this app, it may eventually work with a third-party contractor to develop a new one, provide an in-house app, or partner with other third-party payment apps. TCSC staff shall be well-versed in the LADOT Transit app or other apps LADOT uses or develops to assist customers with any issues they may encounter. The Contractor is to learn both the current and future applications that LADOT may deem necessary for the LADOT Transit services.

Deliverables:

- 1. The Contractor shall insure staff is trained and understands the current or future LADOT-related mobile applications. The Contractor shall supply LADOT with a copy of the attendance sheet from said training if requested by the LADOT PM within (5) five business days in PDF format.*
- 2. The Contractor shall help LADOT Transit customers use any LADOT-related mobile applications.*
- 3. The Contractor shall hold annual training classes for staff and submit class schedules and attendance records to LADOT PM within (5) five business days in PDF format. when requested.*

Subtask 3.8: Customer Support for LAnow Ride Booking

The Contractor shall assist [LAnow](#) customers to create an account and coordinate with dispatch to book rides through the LAnow Dashboard. In addition, the Contractor shall provide general information regarding LA now and must be knowledgeable about the LAnow mobile application and LAnow Dashboard and provide basic technical assistance.

Customer service shall include but is not limited to:

- Field customer questions and complaints by phone and email,
- Coordinate with dispatch on ride bookings and ride updates by phone,
- Assist customers who request to create accounts by phone and
- Track complaints and input them in the City's tracking system.

Deliverable:

- 1. The Contractor shall provide customer support for LAnow customers by assisting LAnow customers in creating accounts and assisting LAnow customers with booking their rides via the LAnow Dashboard.*
- 2. The Contractor shall provide basic technical support for mobile devices and the LAnow mobile application.*

Subtask 3.9: Fare Media Sales and Fulfillment

The Contractor shall manage all money accepted for fare products and other revenue and payments collected through the TCSC and [LADOTTransit.com](#). The Contractor shall maintain a daily balance sheet,

deposit any cash, and check the next working day at the designated location that LADOT PM will identify. The Contractor shall work with LADOT accounting staff to balance all transactions.

- DASH and Commuter Express - Fulfill, purchase, and mail new LADOT TAP Cards to customers.
- Allow Cityride customers to check how much fare they have on their card.
- Issues refunds to customers according to LADOT Transit policy.

To reduce the amount of cash farebox, LADOT encourages riders to purchase "stored-value" (prepaid funds) on TAP cards, which is accepted for one-way fares on twenty-four (24) different transit services within the Los Angeles County area, including DASH and Commuter Express.

"stored-value" TAP cards can be purchased online through the LADOT home page. The Contractor shall coordinate with the web administrator (a third-party contractor under a separate contract with LADOT) to receive online order confirmations. The Contractor shall be responsible for loading TAP Cards with the purchased "stored-value" amount and mailing the loaded TAP cards to the purchaser to fulfill the online order.

The current TCSC has a "stored-value" TAP fare loading machine on loan from LA Metro. The Contractor TCSC staff will operate the machine to load "stored-value" fare onto customers' TAP cards. The Contractor staff will receive training by LADOT and/or LA Metro staff on correctly operating the machine and troubleshooting any issues that may arise.

The City may also ask the Contractor to conduct special mailings of LADOT Transit media to another agency, City Department, group, or individuals outside of the routine Cityride Program mailings.

Subtask Requirements:

- The Contractor shall be responsible for the safekeeping and maintenance of the TAP machines on loan from LA Metro. The Contractor shall contact the appropriate LADOT and LA Metro staff to maintain the machine in good working order and to update the machine software as needed.
- The Contractor shall comply with [Subtask 1.3 - Office Security Measure and Safeguard Plan](#) for revenue handling procedures.
- The Contractor shall fulfill all LADOT Transit fare media within five (5) business days.

Deliverables:

1. *The Contractor shall deposit cash and checks to designated City accounts in accordance with Subtask 1.3 - Office Security Measure and Safeguard Plan.*
2. *The Contractor shall keep a database tracking deposits from sales of media deposited into City accounts.*
3. *The Contractor shall work with LADOT accounting on reconciling project account balances.*
4. *The contractor is responsible for ensuring the fulfillment of LADOT Transit fare media sales from online purchases made on the LADOT website.*
5. *The Contractor shall maintain an up-to-date database of fare media sold, fulfilled, and mailed out.*
6. *The Contractor shall distribute fare media sales to all individuals who have made a purchase or have been identified as eligible to receive fare media.*
7. *The Contractor shall report to LADOT PM the fare media inventory monthly see (Subtask 1.6: Contractor Reports).*
8. *The Contractor shall report to LADOT PM all customer refunds issued monthly (Subtask 1.6: Contractor Reports).*

Subtask 3.10: In-Person Fare Media Sale

The secondary function of the TCSC is the sale of LADOT fare media. However, this is not the only transit fare media sold at the TCSC (see Exhibit 13 – Fare Media Sales). The fare media is loaded onto a TAP card, the regional fare payment smart card, regardless of the type of fare media sold. The TCSC will also sell LADOT TAP Cards that can be used on Regional Services when “stored-value” is loaded onto the card. TCSC staff will be responsible for verifying customer eligibility in order to sell discounted rate LADOT fare media. Only LA Metro-issued reduced fare TAP cards are eligible for LADOT fare media discounted rates, except for the LA Metro Senior TAP card. Suppose customers possess a LA Metro Senior TAP card. In that case, the customer must also produce a picture identification card indicating they are 65 years of age or older to qualify for LADOT’s fare media discounted rates.

Persons with disabilities or student EZ Regional TAP cards are accepted as verification to receive LADOT’s discounted rates. As with the LA Metro Senior TAP card, individuals presenting an EZ Seniors Regional TAP card will have to produce a picture identification card indicating they are 65 years of age or older to qualify for discounted LADOT fare media.

See Exhibit 13 - Fare Media Sales for a table with the types of Fare Media currently sold by LADOT at its current TCSC Site.

All revenue collected from the sale of Fare Media shall be deposited into City accounts by the Contractor nightly.

Subtask Requirements

- When loading a non-LADOT fare media onto an existing TAP Card (LA Metro-issued Card, Foothill, Commemorative or an EZ Regional), the media is sold at the rate indicated on the TAP card and at a price established by the issuing entity.
- Fare media prices and policies for all LADOT Transit services are subject to change by LADOT, Los Angeles City Council, or any other governing body. The Contractor shall be able to accommodate any fare price and policy changes to communicate to the public effectively and adjust operational practices if needed.

Deliverables:

1. *The Contractor shall ensure the sale of fare media at the rates described in Exhibit 13 - Fare Media Sales, unless otherwise directed by LADOT PM in writing.*
2. *The Contractor shall ensure staff is appropriately trained to verify customer eligibility for discounted LADOT fare media.*
3. *The Contractor shall maintain a database inventory of the applications that are submitted and when they were sent out.*

Subtask 3.11: In-Person Customer Service

The Contractor staff at the TCSC shall provide in-person customer service, carrying out the same functions and services that customer service representatives offer over the phone. In-person customer service includes addressing customer inquiries, providing customer assistance, resolving issues, and delivering information regarding the relevant services. The Contractor shall ensure that the in-person customer service meets the same standards of professionalism, effectiveness, and efficiency as the phone-based customer service operations. The goal is to provide a seamless and consistent customer experience regardless of the chosen channel of communication.

At the TCSC, the Contractor shall provide printed materials for the public. These materials include but are not limited to, LADOT Transit schedules, brochures, and maps, service materials from other transit agencies (LA Metro), applications and information brochures for transit programs, and other LA City-sponsored information and/or programs. The Contractor shall be responsible for costs associated with production, delivery, and shipment of printed materials and correspondences.

The Contractor shall be responsible for distributing Commuter Express and DASH route/schedule brochures, Cityride Program materials, and other items to LADOT pass sale outlets, hotels, Business Improvement Districts, other agencies' Customer Service Centers, City Council Offices, libraries, transit stations, large employment locations, schools, and whoever else may request such materials. The Contractor shall create a database of locations that schedules are sent to and have it grow during the duration of the contract.

Deliverables:

1. *The Contractor shall provide adequate staffing of the TCSC for in-person customer service, see (Section 3.2.6 Customer Service Representatives).*
2. *The Contractor shall maintain stock and displays of LADOT printed materials for the public, including LADOT Transit schedules, brochures, maps, and other LADOT printed materials.*
3. *The Contractor shall distribute in a timely and ongoing manner, Commuter Express and DASH route/schedule brochures, Cityride Program materials, and other items to LADOT pass sale outlets, hotels, Business Improvement Districts, other agencies' Customer Service Centers, City Council Offices, and whoever else may request such materials.*

Subtask 3.12: Record Keeping, Storage, and Inventory Management

The Contractor shall maintain documentation and copies of various program documentation per month as required by law and the City of Los Angeles records retention policies. These documents are kept in two locations: the first storage facility located at the City-owned C. Erwin Piper Technical Center (555 Ramirez St, Los Angeles, CA 90012) holds the older documentation, kept for a mandated time-period; and recent documentation is stored and maintained at the storage space in the Los Angeles Mall CSC. The Contractor shall be responsible for all legally required safekeeping of documents at both storage sites and oversee these documents' management and organization in the storage sites.

Deliverables:

1. *The Contractor shall create and submit a policy and procedure manual for secure record-keeping to LADOT. This process includes submitting a draft for review within two (2) months of the NTP and subsequently providing an approved final plan within (5) five business days upon receiving LADOT PM's endorsement of the draft plan.*
2. *The Contractor shall keep records of the current inventory of printed materials by location and dispose of all outdated materials. The Contractor shall submit to LADOT PM a monthly report of the current inventory of printed materials by location and any disposals that occurred during the month.*

Task 4: Cityride Membership Registration, Management, and Overflow Authorization

The Contractor shall be responsible for the Cityride Membership Registration process by determining the eligibility and enrollment of applicants under the Cityride program. The Contractor shall be responsible for monitoring Cityride participant activity, updating Cityride member's information, deactivating and archiving any inactive Cityride accounts, and authorizing taxi overflow trips.

Subtask 4.1: Membership Eligibility and Registration

The Contractor shall be responsible for determining the eligibility and enrollment of applicants under the Cityride Program. The Contractor shall review all received applications and verify all required documentation has been submitted. The Contractor shall reference the [Cityride Application](#) under “first-time applicant” for eligibility determination factors and documentation (see Exhibit 6 - Cityride Application for Registration). The Contractor shall follow up with the applicants due to missing information or fare payment at least once by phone and email. LADOT has prepared a series of form letters (see Exhibit 7 - Response Form Letters) that the Contractor will use to respond to recurring registration situations.

Currently, LADOT provides multiple means of registering for the Cityride program:

- Customers may request a copy of the application by mail,
- or may download a PDF version of the [application](#) ([Spanish application](#)),
- or may apply online through the Cityride [registration webpage](#),
- or may download and register through the mobile application ([Apple App Store](#) or [Google Play](#)).

The Contractor shall be responsible for creating a Cityride file for each membership application, including a copy of the submitted information and application. The Contractor shall track received applications in a spreadsheet that must be compatible with Google Sheets or Microsoft Excel, with the name of each individual and the date the application was received, the processed date, and the mail-out date. This spreadsheet will be shared with LADOT PM, which LADOT will identify.

Once all necessary information for qualification is received and approved, the Contractor will open a Cityride account in the applicant's name. The Contractor will send a Cityride Card containing \$84 in fare value, an approval letter, and a copy of the Cityride Program Guide (see Exhibit 5 – Cityride Program Guide) once the applicant submits payment for the Cityride fare.

If an application is denied, the Contractor shall send a rejection letter to the applicant by mail. The Contractor shall review all applications and supporting documents received through the mail, online, and through the mobile application. The Contractor shall review and shall respond within 30 days of receipt.

Deliverables:

1. *The Contractor shall provide a Cityride Database Management Plan, in PDF format, to be submitted to Cityride PM within five (5) business days of the NTP, and subsequently provide an final plan within (5) five business days upon receiving LADOT PM’s endorsement of the draft plan.*
2. *The Contractor shall provide a monthly report of received applications and application denials, in a Microsoft Excel spreadsheet, to Cityride PM on the first of every month. (See Subtask 1.6, Item 7: Cityride Support Report).*

Subtask 4.2: Cityride Membership Updates, Monitoring, and Deactivation

The Contractor shall update the Cityride participant information when provided by the participant. The Contractor shall monitor the number of active and inactive Cityride participants and shall track activity in a database provided by LADOT.

Cityride participants are considered active if they use Dial-A-Ride or authorized City-permitted taxicab services at least once in a twelve (12) month period. If Cityride participants do not use Dial-A-Ride services or the City-permitted taxicab Services at least once in a twelve (12) month period, they are considered inactive.

If a participant is deemed inactive, the Contractor shall call and send the participant a letter inquiring if they would like to continue participating in the Cityride Program (see Exhibit 7 – Response Form Letters). The Contractor shall make at least two phone call attempts and send two letters or emails to inactive participants. The Cityride participant is given thirty (30) days to respond and use a Dial-A-Ride or Taxi service. Once they do so, they will be removed from the inactive participant list.

If the Cityride participant does not respond within the thirty (30) days, the Contractor shall remove the inactive member from the Cityride Membership database and be placed in a list of archived members and their account and Cityride card will be deactivated. Archived members will need to re-register in order to reactivate their account. The Contractor shall report the number of active Cityride participants and the number of inactive Cityride participants in the database.

Deliverables:

- 1. The Contractor shall provide a Cityride participant activity (showing active and inactive members) and Cityride participant information in a Microsoft Excel spreadsheet to Cityride PM annually or upon request.*
- 2. The Contractor shall keep records of attempted contact in customer profile in a Microsoft Excel spreadsheet and provide to Cityride PM upon request.*
- 3. The Contractor shall keep record of archived accounts in a Microsoft Excel spreadsheet and provided to Cityride PM upon request.*

Subtask 4.3: Mailing Of Program Literature and Program Correspondence

LADOT provides the Contractor, at minimum, a digital copy of the Cityride Application Forms, Program Guides, Newsletters, and other informational items. The Contractor shall mail all newly registered members a copy of the Cityride Program Guide (see Exhibit 5 - Cityride Program Guide) and interested parties informational materials. The Contractor shall be responsible for printing, obtaining, and mailing other correspondence associated with processing applications, fare value sales, responses to complaints, and the database's upkeep. The Contractor shall be responsible for providing their own driver and vehicle and ensuring that the material is picked up or delivered. The Contractor shall have an automated mailing system.

Deliverables:

- 1. The Contractor shall mail all newly registered members a copy of the Cityride Program Guide and interested parties informational materials within five (5) business days since registration.*
- 2. The Contractor shall ensure all printed materials are picked up and delivered as needed and within the timeframe agreed upon with the Cityride PM and to fulfill Contractor responsibilities as outlined in this RFP.*

Subtask 4.4: City-Permitted Taxicab Trip Payment Authorization and Approvals

The Contractor shall be the liaison between LADOT, Cityride participants, and City-permitted taxicab companies. The Contractor shall be responsible for arranging and authorizing taxi rides between Cityride participants and City-permitted taxi companies. Cityride participants may request taxi rides by contacting the Cityride customer service number. The Contractor shall also provide back-end software allowing the permitted taxicab company's software to the Contractor's web server (See subtask 7.1 Cityride Database and Web Server). The connected web server allows a taxicab driver to scan the Cityride participant's card to verify that the participant's Cityride account balance is available, deduct the taxicab trip fare, and transmit trip information to the current Cityride Coordinator. The Contractor will also allow trips to be authorized by IVR function (See Subtask 2.3: Procurement and Installation of Telephone Systems), or another advanced system that allows for Cityride Card manual authorization, where taxi drivers can access a menu of options via touch tone keypad selection or speech recognition to verify funds availability and obtain authorization for the Cityride trip.

Deliverable:

- 1. The contractor shall deliver software solutions facilitating Cityride participants' taxi rides, including connecting taxicab company software to the Contractor's web server, enabling Cityride card scanning, and implementing IVR or an advanced system for trip authorization, as well as staff procedures to provide manual authorization, all within fifteen (15) days of Cityride PM approval of the recommended software solutions and staff procedure.*

Task 5: Cityride Fare System Management and Support

Subtask 5.1: Issuing Cityride Cards to Clients

The Contractor shall manage and assign each participating Cityride member a Cityride card. The Contractor shall provide the Bank Identification Number (BIN) and associated accounts for each encoded Cityride card. The Cityride card shall display the individual Cityride account identification number, support magnetic strip, and QR code. The Contractor shall print, label, encode, and issue individualized Cityride cards on demand as applicants are approved. The Contractor may subcontract with a card producer approved by LADOT to produce Cityride Cards.

Prior to issuance of Cityride cards, the Contractor shall verify with taxicab and Cityride Dial-a-Ride Operators that Cityride cards are readable by all City-permitted taxicabs and Cityride Operator Dial-A-Ride vehicles. The Contractor shall be responsible for all costs of securing the banking identification record

accounts, printing, encoding, management, processing, and mailing updated cards. The Contractor shall prepare a quarterly test audit report to Cityride PM on the different vehicles that the card is tested on. If an issue arises at the time of testing, they are to notify Cityride PM immediately of the issue. The Contractor shall test multiple cards in case this issue arises to ensure it is the card reader and not the card itself.

Deliverables:

- 1. The Contractor shall provide an inventory of Cityride cards, in a Microsoft Excel spreadsheet, submitted to the Cityride PM on a quarterly basis or upon City's request.*
- 2. The Contractor shall provide a quarterly test audit report for Cityride cards, in a PDF format, to Cityride PM at the end of each quarter.*

Subtask 5.2: Cityride Fare Media Sales and Refunds

The Contractor shall manage all money accepted for fare products and other revenue and payment forms. The Contractor shall load the Cityride fare to the participant's Cityride Account within ten (10) days of receipt of a mail-in payment. The Contractor shall immediately load the Cityride fare to the participant's Cityride Account for online or Cityride App payments. The Contractor shall return payments to participants that submit more than one re-order in a quarter. The Contractor shall charge the participant a \$35 fee for all checks returned for non-sufficient funds (NSF). The Contractor shall not exceed the maximum amount of money, \$336, allowed to be on card. The Contractor shall deposit all money collected from the sales of Cityride Fare Media minus the processed refunds and deposit the funds in City accounts on a nightly basis.

The Contractor shall receive, process, and manage requests for purchase of Cityride fare media. The Contractor shall be responsible for the delivery of the Cityride Cards through the United States Postal Service. The contractor can expect as much as 135,000 requests for purchase of Cityride fare media each year.

The Contractor shall enter each payment received into a database of over 60,000 Cityride participants. The Contractor must process orders daily, load the fare media on the participant's existing Cityride Card, or for new participants, load the fare media on newly assigned Cityride Cards that must be delivered within five (5) working days.

The Contractor shall refund the amounts according to the Cityride participant's purchase price. The Contractor shall process all media fare refunds within 30 days of the refund request.

Refunds

The Contractor shall not refund for values not listed in Table 3 and will only refund the amounts listed according to the Cityride participant's purchase price.

Table 3 – Cityride Fare Media Refund Allowances

Refund Amounts		
Unused Cityride Fare Values	REGULAR (Initial Customer Purchase)	LOW INCOME (Initial Customer Purchase)
\$84	\$21	\$9
\$168	\$42	\$18
\$252	\$63	\$27
\$336	\$84	\$36

If a participant is asking for a refund of their Cityride fare media and has an unused fare value of \$100 on their Cityride Card, the Contractor shall refund the participant of \$21 or \$9, depending on the purchase price paid. The client would be allowed to retain the remaining \$16 of Cityride Fare Media.

The City of Los Angeles Department of Aging (DOA) provides an emergency Dial-a-Ride transportation service through its Multipurpose Center-based Paratransit Program. This service is an enhancement of the Cityride Dial-a-Ride Service. Cityride participants are eligible to participate in this program.

The Contractor shall refer Cityride participants who request emergency Cityride Fare Media to the Department of Aging at (213) 482-7252, toll-free at (800) 510-2020, or the TDD number for hearing-impaired participants at (213) 473-5990. Cityride participants may also visit the DOA's website at <https://aging.lacity.org/> for further information and locate their local Multipurpose Center's direct phone number. If the local multipurpose center cannot be reached, the Contractor shall reach out to the Cityride PM to get approval to issue emergency Cityride fare. The Contractor shall track all emergency Cityride fare requests in a Microsoft Excel spreadsheet and provide to the LADOT PM upon request.

Deliverables:

- 1. The Contractor shall provide Cityride Fare Media Sales, Emergency Fare Request, and Refund Report, in a Microsoft Excel spreadsheet, to Cityride PM on the first of every month.*
- 2. The Contractor shall maintain a daily balance sheet for Cityride Fare Media, in a Microsoft Excel spreadsheet, and deposit any cash and checks into the City Accounts the next working day, and made available to the Cityride PM within five (5) days of the request.*

Task 6: Program Websites, Mobile Application, & Technical Assistance

Subtask 6.1: Cityride Website

The Contractor shall provide a secure Cityride Website that includes a landing page for Cityride registration online, and a login for existing Cityride participants to purchase fare value and check their Cityride account balances. The Contractor will coordinate with LADOT staff to link the proposed website to LADOT's existing [Transit Cityride website](#). Cityride currently provides web pages that allow for [online registration](#), [checking Cityride card balance](#), and [Cityride fare value sales and fare loading](#), however,

LADOT wants to modernize and ensure a more functional and secure website experience. The Contractor shall work with LADOT to ensure web design and layout is consistent with LADOT requirements, including fonts, color scheme, and imaging and LADOT will approve the final design and layout of the website.

The Contractor shall function within the proven principles of SSL data encryption, password, and related data encryption, providing secure and fast transactions. The Contractor shall manage and maintain a secure transactional settlement website.

The Contractor shall provide technical support for a web portal that is securely integrated into the credit card processor to allow participants to make subsidy payments using the same principles as a Cityride fare media card settlement. The Contractor shall use LADOT's established merchant account and gateway, and information on accessing the merchant account will be provided upon execution of the contract. The Contractor is responsible for all credit card processing fees. The Contractor must explain in detail how the public will securely gain access to an SSL encrypted Cityride website, hosted by the Contractor, which will then allow them to navigate the various features of the Site.

The Contractor shall be responsible for any hosting fees, licensing fees, or other fees associated with the Cityride website. All data collected from the Cityride Website is the property of LADOT and shall be provided to LADOT upon request. The Contractor shall include the Cityride Website costs in the Cost Component Forms as a line-item.

Any e-commerce and payment collection capability must be compliant with LADOT Account requirements, and integrated into LADOT Accounting's revenue and reconciliation procedure.

Deliverables:

1. The Contractor shall create Cityride draft web designs and layouts in a PDF format or as a test website and present them to the Cityride PM within five (5) business days of the NTP.
2. The Contractor shall create a test website that includes a landing page with online registration page, a Cityride Account balancing page and link to the Cityride fare value sales and fare loading system and present it to the Cityride PM within five (5) business days of the NTP.
3. The Contractor shall create and launch a fully functional Cityride Website within fifteen (15) days of Cityride PM approval.

Subtask 6.2: Cityride Mobile Application

The City may require the Contractor to either update the current app, develop a new app, or work with a third-party contractor to develop a new App. The City will also require the Contractor to work closely with a MIS contractor of LADOT's choosing to allow the App to upload the complaint directly into the LADOT MIS. Contractor shall be responsible for ongoing maintenance of the app, including Google Play and Apple Store updates.

The Contractor shall be responsible for the development, administration, maintenance, and management of the Cityride Program Mobile Application (App). The Contractor shall include in the App the current features that allow individuals to register for the Cityride Program, purchase fare media, and check current Cityride account balances.

In addition to the current features, the Contractor shall add the following:

- Cityride participants' ability to contact customer service and file complaints,
- schedule trips,
- view upcoming trips,
- track real-time vehicle location of active DAR trips,
- ability to allow on-demand ride booking,
- track participants' trip history through the application,
- allow City-permitted taxicabs to verify Cityride participants, enter participant's trip information,
- provide authorization for the participant's trip,
- incorporate a contactless payment feature, and
- enter the taxicab trip information.

The Contractor shall include the App modification costs in the Cost Component Forms. The mobile application will also allow customers to check available credit in real time on their account. The Contractor shall be responsible for any hosting, licensing fees, or other fees associated with the App, including any fee for inclusion in Google Play and the Apple Store.

The Contractor shall provide an analysis of the best App and/or update an existing App to LADOT Team for approval. The Contractor shall work closely with LADOT PM to identify the City's needs and ensure they are all met. If the City chooses to approve the proposed App, the App must be running within 15 days of LADOT PM Approval.

Deliverables:

- 1. The Contractor shall provide a draft Cityride Mobile Application in PDF format or a test Mobile Application to Cityride PM for approval within five (5) days business of the NTP.*
- 2. The Contractor shall launch the Cityride Mobile Application within fifteen (15) days of Cityride PM approval.*

Subtask 6.3: Cityride Dashboard

The Contractor shall provide a Cityride Dashboard that provides data visualization for Cityride data. The Dashboard shall be downloadable as a CSV or Microsoft Excel/Google Sheet compatible format. The Dashboard may also be created in a Microsoft Excel/Google Sheet spreadsheet, but must be updatable in real time. The Contractor shall include in the Dashboard the ability to sort data by daily, monthly, quarterly, semiannual, calendar year, and fiscal year time frames. The data must be updated automatically and in real time. The data must include but not limited to the following information:

- Taxicab Trip Authorization data,
- Taxicab Cityride Ridership data,
- Cityride Customer Registration data,

- Phone Call logs,
- Call Complaints,
- Fare Media Sales, and
- National Database Report Data.

The Contractor shall be responsible for any hosting fees, licensing fees, or other fees associated with the Dashboard. All data collected from the Dashboard is the property of LADOT and must be accessible to LADOT. The Contractor will include the Cityride Dashboard costs in the Cost Component Forms as a line-item.

Deliverables:

1. The Contractor will provide a Cityride test dashboard to Cityride PM for approval within five (5) business days of the NTP.
2. The Contractor shall launch the Cityride dashboard within fifteen (15) days of Cityride PM approval.

Subtask 6.4: Cybersecurity, Systems Redundancy, and Health Checks

The Contractor shall provide a cybersecurity program to ensure the safety of Cityride program data and Cityride participant information and prevent cybersecurity threats. The Contractor shall have internet and network failure infrastructure to avoid any downtime with customer service agents connecting to the telephone system or business applications during an outage. The Contractor shall conduct quarterly system health checks and record results to an electronic log accessible by LADOT staff:

1. Power Health Check: Check electrical wiring and perform tests to ensure proper voltage is provided.
2. Network Health Check: Inspect switches and routers. Utilize a Simple Network Management Protocol (SNMP) monitoring system to uncover any network bottlenecks or hidden viruses.
3. Hardware Health Check: Inspect all systems to ensure there are no component failures (e.g., disk drives or power supplies)
4. Telecom Health Check: Perform monthly inbound TTY/TDD checks
5. Recordings Health Check: Check the system to ensure it is recording. Also, restore a recording from the backup to ensure backups are working.

The Contractor shall have a cybersecurity program consisting of the following:

1. Incident Response Plan (IRP)
2. Business Continuity Plan (BCP)
3. Disaster Recovery Plan (DRP)
4. Cybersecurity awareness and training plan;
5. Cybersecurity policies, standards, and procedures;
6. Data Loss Prevention (DLP) solution to prevent misuse of Cityride participant data.

Deliverables:

1. *The Contractor shall provide an updated Cyber Security Program upon LADOT PM request.*
2. *The Contractor shall provide a schedule for quarterly system health checks to the LADOT PM for approval within fifteen (15) days of the NTP and at the start of each contract year.*
3. *The Contractor shall provide quarterly system health checks and record results to an electronic log at the end of each quarter and provide these results with the LADOT PM each quarter.*

Task 7: Record Keeping/Database/Storage Management

Subtask 7.1: Cityride Database and Web Server

The Contractor shall be responsible for the development, administration, maintenance, and management of the Cityride Web Server, including a database containing Cityride members, trip information, and sales records. Each member record has a unique four-digit alphanumeric code. This code will be used as the member's I.D. Number. In addition, all records are geo-coded to verify that the member resides in the City or eligible portions of unincorporated Los Angeles County. The Contractor shall facilitate the daily transfer of data (containing the list of new Cityride members and current members' updated information) to the City's contracted Dial-a-Ride operators via the secure web server. Dial-a-Ride operators have a database with information on members in their service areas, which they use to schedule the daily Dial-a-Ride trips.

The Contractor shall be responsible for any hosting, licensing, or other fees associated with the Cityride Web Server. All data collected from the Cityride Web Server is the property of LADOT and must be provided to LADOT upon request. The Contractor shall include the Cityride Web Server and database costs in the Cost Component Forms as a line item.

Deliverables:

1. *The Contractor shall launch the Cityride web server within fifteen (15) days of the NTP.*
2. *The Contractor shall provide a log of daily transfers, in a PDF and or Excel format, by email to Cityride PM upon request.*

Subtask 7.2: Scanning of Applications and Supporting Documentation

The Contractor shall scan and electronically store all approved Cityride applications and supporting documents on secure servers. The Contractor shall be responsible for indexing the scanned documents to allow the scanned documents to be easily accessible and easily emailed to LADOT or the City Attorney's Office when requested.

If a Cityride applicant submits original supporting documentation, the Contractor shall copy the document(s) and return the original documents to the applicant via the United States Postal Service. All digital and physical copies shall be filed and kept for a minimum of three (3) years. The Contractor shall

return all original documents submitted back to the applicant by mail within fifteen (15) days of the completed application review.

Deliverables:

- 1. The Contractor shall provide a Technical Specifications and Storage Plan for storage of scanned applicant information in a secure server, in a PDF format, to the Cityride PM within five (5) business days from the NTP.*
- 2. The Contractor shall provide a record of all items returned to Cityride applicants in a Microsoft Excel spreadsheet and mailing receipts to the Cityride PM upon request.*

SECTION 5. OPERATING AND PERFORMANCE STANDARDS

The City shall maintain the right to assess performance penalties against the Contractor, as set forth herein, based on the Contractor's failure to meet the established standards. Performance penalties applicable thereto shall include the following performance criteria and be charged based upon non-compliance with the standards reported by the Contractor or LADOT staff. The City reserves the right to modify these performance criteria as necessary.

Section 5.1 Service Performance Standards and Performance Penalties

The City has established the following service performance standards to measure the Contractor's performance, set levels of standards and/or expectations, and impose compliance with the requirements and provisions of this RFP. A performance penalty amount is imposed for not meeting the service performance standard.

Table 5 - Performance Standards and Performance Penalties

PERFORMANCE CRITERIA	STANDARD	FREQUENCY	PERFORMANCE MEASURE	PERFORMANCE PENALTY AMOUNT
1. TCSC Availability	TCSC Availability refers to the required time frame for when live customer service must be available. (See Section 3.1)	Monthly	Availability hours ÷ Business hours	10% of the monthly invoice fee for failure to meet the performance target.

PERFORMANCE CRITERIA	STANDARD	FREQUENCY	PERFORMANCE MEASURE	PERFORMANCE PENALTY AMOUNT
2. TCSC Customer Service Counter Availability	TCSC Customer Service Counter Availability refers to the time-frame required for an in-person customer service agent to become available to assist a customer. (See Subtasks 3.1, 3.10, and 3.11)	Monthly	Availability hours ÷ Business hours	10% of the monthly invoice fee for failure to meet the performance target.
3. Call Completion Rate	Calls Completed refers to calls connected to representatives. "Calls abandoned" refers to calls directed to representatives but are dropped before being connected. The percentage of Calls completed must be equal to or greater than 80%.	Monthly	Percentage of Calls completed = (Calls directed to representatives - Calls abandoned)/Calls directed to representative	5% of the monthly invoice fee for failure to meet the performance target.
4. Telephone Customer Hold Times	Customer hold times, defined as the time the customer call is placed until the time the customer speaks to a representative, shall not exceed 120 seconds.	Monthly	The Monthly average customer hold time	<p>\$1,000 per month if the monthly average customer hold time is equal or greater than 120 seconds but less than 150 seconds.</p> <p>\$2,000 per month if the monthly average customer hold time is greater than 150 seconds.</p> <p>\$500 per day for any day in which the customer hold time averages more than 180 seconds.</p>

PERFORMANCE CRITERIA	STANDARD	FREQUENCY	PERFORMANCE MEASURE	PERFORMANCE PENALTY AMOUNT
5. Poor Customer Service	All representatives are to be knowledgeable of all LADOT Transit Services.	Per Incident	If the City determines that a representative is not knowledgeable of all LADOT Transit Services or is found to have given incorrect or false information to a customer regarding an LADOT Transit Service as reported to LADOT by customer complaints or LADOT Staff observations	\$500 per incident.
6. Submission of Reports	All reports will be submitted on-time accurately and fully completed 100% of the time	Per Incident	The Number of reports submitted late to LADOT	\$200 per day for each day a report is overdue
7. Falsification or Non-Submission of Report	The Contractor shall not submit inaccurate information to LADOT or refuse to submit a required report to LADOT.	Per Incident	If the City determines that the Contractor has intentionally not submitted a required report to LADOT on-schedule or has submitted inaccurate information to LADOT to avoid performance penalties.	\$1,000 per incident
8. Staff Vacancies	All required positions shall be filled at all times	Monthly	All positions listed on the Position & Task Report shall be staffed	\$100 for each day/per position not filled within either 30 days or 45 days (See Section 4.4.3 for details)

PERFORMANCE CRITERIA	STANDARD	FREQUENCY	PERFORMANCE MEASURE	PERFORMANCE PENALTY AMOUNT
9. Other provision violations	100% compliance with all RFP provisions	Monthly	Any additional violation of any provision of the RFP not otherwise listed in this table	\$200 for initial violation per provision \$300 for additional violations per provision
10. Timely notification of service disruptions	The Contractor is to communicate, in a timely manner, any information that may adversely affect LADOT Transit Riders.	Per Incident	Timely notification shall be within twenty (20) minutes of when service disruptions are relayed to the Contractor.	\$300 per incident.

Note: The City reserves the right to add or modify the performance standards and penalties. The City may impose additional penalties as it deems necessary to enforce the RFP's provisions.

Performance Penalties Amount Deducted from Contractor Monthly Invoices

Any performance penalties assessed against the Contractor will be deducted from the monthly invoices. The Contractor shall receive written notice of the City's intent to assess performance penalties and will be provided an opportunity to present written material in answer thereto within ten (10) days after receipt of written notice. The City has final determination on whether a performance penalty is assessed against the Contractor.

Section 5.2 Personnel Standards

To ensure the orderly and efficient performance of duties and services at the TCSC and to protect the health, safety, and welfare of all members of the Contractor and City Staff, the Contractor agrees that the following items are strictly prohibited while performing services under this RFP:

- Use or possession of drugs or alcohol;
- Possession of firearms or illegal weapons;
- Smoking in buildings;
- Harassment (sexual, racial, or otherwise) or intimidation;
- Violation of applicable public safety regulations or City rules and procedures;
- Unauthorized use of City vehicles, equipment, or property;
- Use of City telephones for personal business;
- Removal or theft of City property;
- Unauthorized duplication or possession of City keys;
- Conduct or behavior that endangers the health, safety, and welfare of any member of the public or the Contractor and City Staff;
- Interference with the work of other employees;
- The use of lewd behavior or abusive language.

The Contractor shall require its employees to comply with the standards listed above. The City may, at its discretion, recommend the discharge of any employee of the Contractor found to be in violation of the standards listed above or in violation of any law or standards adopted by the City from time to time, as required, to protect the health, safety, and welfare of all members of the Contractor and City Staff.

Section 5.3 Operating Standards

The Contractor shall operate the TCSC facilities in a manner that prioritizes the safety, comfort, convenience, and overall satisfaction of users and the general public. The Contractor must adhere to high professional work and business ethics standards while providing services under this contract. They guarantee that the services performed will be conducted professionally and in accordance with accepted principles and practices. Throughout the contract term, the Contractor agrees to provide services to the City faithfully and diligently to promote the City's interests.

Project personnel are expected to maintain a courteous attitude and answer any questions about LADOT's transit services to the best of their ability.

The City expects the Contractor to maintain a high quality of service without any disruptions caused by knowledge loss or inadequate training. Continuous improvement that enhances the Contractor staff's knowledge base and optimizes service delivery is anticipated. The Contractor is expected to regularly update training materials, programs, and knowledge management systems to reflect current operations. Additionally, the Contractor should stay informed about any changes to LADOT Transit services or programs in order to provide quality customer service.

Section 5.4 Compliance with Applicable Laws and Regulations

The Contractor shall adhere to all relevant federal, state, and local laws, regulations, and ordinances throughout the duration of the contract. In particular, the Contractor shall be aware of the following laws and regulations:

ADA Compliance for TCSC

The Contractor for the TCSC must fully abide by the regulations set forth by the Americans with Disabilities Act (ADA). They must ensure that all aspects of their operations, facilities, and services comply with ADA standards to guarantee equal access and accommodation for individuals with disabilities. The Contractor must demonstrate a strong commitment to ADA compliance by implementing necessary modifications, conducting regular staff training on ADA requirements, and monitoring their performance to promptly address any accessibility concerns or complaints. See Exhibit 3 - ADA Compliant Process for more information.

Title VI Compliance for TCSC

The Contractor for the Transit Customer Service shall adhere to the requirements outlined in Title VI of the Civil Rights Act. They must ensure compliance with Title VI regulations to prevent discrimination on the basis of race, color, national origin, or any other protected class. The Contractor shall provide equal access and opportunities for all individuals, regardless of their background or ethnicity, when delivering services and handling customer interactions. They must implement policies and conduct staff training as

needed to prevent and address any instances of discrimination or harassment and ensure that all customers are treated fairly and impartially. Compliance with Title VI regulations is of utmost importance to the Contractor, demonstrating their commitment to promoting equality and diversity in transit customer service. As such, the TCSC operation shall be in accordance with every effort to adhere to Title VI requirements.

SECTION 6. PROPOSAL FORMAT & SUBMISSION

LADOT reserves the right to ask respondents to cure non-material deficiencies in their proposal; non-material deficiencies that are cured shall not be the basis of disqualification.

Section 6.1 Proposal Content

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

It is the Proposer's responsibility to prepare a proposal that is representative of the Proposer's qualifications. If there is any additional information that would assist the City in accessing the proposal better, the Proposer should include all such information in its response under the title *Additional Information*. **Proposers must answer all questions in Section 7.3 - Evaluation Criteria.**

It is the Proposer's responsibility to prepare a proposal that is representative of the Proposer's qualifications. At a minimum, proposals are required to meet all the requirements specified in this RFP. Proposers are allowed to include additional services, equipment, technology, or systems that enhance the proposal's value. In that case, the Proposer should include all such information in the proposal under the title of Additional Information.

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

Section 6.1.1 Cover Letter

The proposal shall contain a cover letter and introduction (limited to one page) and include the title *"Response to the RFP for Operation and Management of the LADOT's Transit Customer Service Center,"* as well as the company name and address, the name(s), telephone number(s), and email addresses of the person(s) who will be authorized to represent the Proposer regarding all matters related to the proposal and any contract subsequently awarded to said Proposer. This letter shall be signed by a person authorized to bind the company to all commitments made in the proposal (Refer to Section 6.9 – Execution of Proposals for more information). The cover letter must include the following information:

- Legal business status (Individual, partnership, corporation, other.) and the address and telephone number of the Proposer.

- Name, title, address, telephone number, and email address of the person(s) authorized to represent the Proposer to enter negotiations with the City with respect to the RFP and any subsequently awarded contracts. The cover letter shall also indicate any limitation of authority for any person named.
- The cover letter must be signed by a representative or officer of the Proposer who is authorized to bind the Proposer to all provisions of the RFP, to all offers, statements, and pricing submitted in the Proposal, to a contract and any subsequent changes to the contract, if an award is made.

Section 6.1.2 Table of Contents

The proposal must include a table of contents that clearly identifies the materials included in the proposals, separated by section and page numbers.

Section 6.1.3 Company Profile

The Proposer shall provide a narrative summary of the Firm's historical background of themselves as a corporate or other entity and adequate documentation on the financial status of the firm that will enable the City to evaluate the Proposer's ability to complete the proposed project. The company profile shall include the following information:

- The date the firm was established and the entity's location when established.
- Indicate if the firm is local or national. If national, the Proposer shall specify where the firm's headquarters is located and the locations of all satellite locations.
- The total number of full-time staff employed by the firm across the country and the number of full-time staff that would directly be providing the services specified in the Scope of Work.
- Identification of the key individuals who will primarily work with LADOT, including officers, project managers, and staff. Include names, titles, licenses, certificates, fields of expertise, and relevant experience.
- A project organization chart that depicts the project team's organization, including reporting relationships to the Project Manager and supervision of project team staff.

Proposers shall complete and submit Form C-1 Questionnaire and Form C-4 Financial Background in addition to the information listed above both Forms are to be submitted with their proposals.

Section 6.1.4 Proposer Qualifications

The Proposer must have at least five (5) years of successful experience in customer service management, and must furnish proof of ability to perform the terms of this proposal. The Contractor should have experience and sufficient staff to coordinate, train, and manage a customer service center. The Contractor should have experience in transportation, planning, engineering, real estate, or a related field. Proposers must have executed comparable scope of work or should consider submitting as a sub-consultant in collaboration with a Prime Proposer that can demonstrate such experience.

Each Proposer shall submit a complete history of its participation in projects of comparable scope and complexity, with a summary of the results and final work products of each of those projects.

Section 6.1.5 References

The Proposer shall furnish at least three (3) credible references from municipalities with whom the Proposer has done business within the past five (5) years for LADOT to contact. LADOT reserves the right to request additional references, to contact and verify all references, and to request additional supporting information from the Proposer as LADOT deems necessary. Please provide this information using Form C-2 Proposer's Past Projects and Experience, please use Form C-3 – Additional Proposer References if needed, and attach one copy per each reference. Proposers are to ensure that addresses, phone numbers, and email addresses are current and working. The information gained through the reference checks will be incorporated into the City's evaluation of the Proposer's qualifications.

Section 6.1.6 Staffing and Organization

Proposers shall provide a Staffing Plan that includes an organizational chart with clear lines of authority, and describes the performance and function of all supervisory personnel and other key personnel in detail. This Section should list all required personnel and qualifications for each key position. The plan shall include, but not be limited to, the following positions: Proposers shall provide a plan in the proposal that describes, in detail, the performance and function of all management, supervisory, and other key personnel. An essential component of this plan should be a list of critical positions and an organizational chart to support the service's operation. The plan shall include, but is not limited to, the following positions: Project Manager, Customer Service Manager, Accountant/Bookkeeper, IT Support Staff, Data Manager, Customer Service Representatives, and other positions the Contractor may deem necessary. Proposers are required to complete the LADOT Position and Task Report (see Exhibit 9 – Position and Task Report) as part of their proposal, detailing the proposed duties and annual hours for each position included in the proposal.

If proposing the use of subcontractors, describe the arrangement and the specific tasks and work to be completed by the subcontractor(s).

Section 6.1.7 Work and Startup Plan for LADOT's TCSC, and Office Security Measure and Safeguard Plan

As part of the proposal package, the proposer must include two essential plans: the Work and Startup Plan for the TCSC and the Office Security Measure and Safeguard Plan. See Subtask 1.2 - Work and Startup Plan for TCSC and Subtask 1.3 - Office Security Measure and Safeguard Plan, respectively for what is required in these plans.

These plans are essential to evaluating the proposal as they provide a comprehensive understanding of the proposer's strategic approach, operational processes, staffing requirements, financial projections, and office security measures. They serve as crucial benchmarks for assessing the feasibility, effectiveness, and preparedness of the proposer in establishing and managing a successful TCSC. By including these plans, the proposer demonstrates their commitment to thorough planning, risk mitigation, and the delivery of exceptional customer service in a secure and protected environment. The evaluation of these plans shall be counted as part of the operating methodology evaluation section.

Section 6.1.8 Best Value Proposal

This is a best-value procurement. It is not a low-bid procurement, and the price is only one consideration in the evaluation process. As part of the proposal, the Proposer shall submit proposed pricing to provide the services described in [Section 4. Scope of Work](#).

The costs associated with any optional proposed deliverables shall be clearly separated in the budget. Cost proposals quoted shall be firm for a period of three hundred sixty-five (365) days from the deadline date of this RFP.

Proposers are required to submit Forms C-1 through C-8. Proposers must include all costs on the Cost Component and Labor Costs on Forms C-5 through C-8.

Section 6.1.9 City Contracting Requirements

All compliance documents listed in Appendix A - Mandatory City Contracting Requirements must be submitted with the proposal or as indicated. Failure to comply with these requirements may render the proposal non-responsive.

Section 6.1.10 Financial Background

The Contractor shall submit a detailed company portfolio demonstrating Contractor's financial background, including the company's financial viability for up to the past three (3) years, credit references, ongoing projects, and all pending litigations which the company may be directly or indirectly involved. Financial statements, including balance sheets and income statements prepared by an independent certified public accountant for the past three (3) years to reflect the financial condition of the Proposer are required. Financial background statements should also include whether the company has ever had a bond or surety canceled or forfeited; and whether the company has ever been declared bankrupt. Failure to submit the above or afore-mentioned documents may result in disqualification

Section 6.2 Submitting Proposals

All proposals must be submitted no later than **Thursday, April 18th, 2024, at 2:00 PM (PST)**.

Timely submission of proposals is the sole responsibility of the Proposer. All proposals delivered after the deadline will be returned to the Proposer. The City reserves the right to determine the timeliness of all proposal submissions.

LADOT will not accept any hard copy responses, including hand-delivery, USPS, or mail courier. All solicitation responses must be received by the deadline stated above and submitted electronically through Hightail (<https://www.hightail.com/pricing>) to beverly.flynn@lacity.org with a copy to lindsey.estes@lacity.org.

Hightail offers registration for a free account that allows senders to send files with a maximum size of 100MB. Senders will receive an email confirmation, and the recipient will receive a link to the files. LADOT

will confirm the acceptance of proposals to senders by email outside of Hightail. Access to the files will expire after a certain amount of days (auto-generated by the system).

The proposal must be in PDF format and include the contents described in Sections 6.1.1 through 6.1.10. All responses shall not exceed forty (40) double-sided pages (eighty (80) pages of content), exclusive of cover, dividers, resumes, and other requirements.

The proposal must be in PDF format and submitted in three parts:

- **Part 1 - Proposal**
 - All documentation requested in Sections 6.1.1 - 6.1.10 shall be submitted together. The written proposal must be submitted with a cover letter. The proposal must include a table of contents and numbered pages for ease of review by the evaluation committee. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. The file name must contain the respondent company name, RFP#209099, Project name, and Part 1 Proposal (FirmA_RFP#209099_CustomerServiceCenterOperations_Part1_Proposal).
 - Using Form C-2, please include no less than three (3) references with the proposal that includes organizational information and a contact individual (including a current telephone number and email address) with direct knowledge of the Proposer's ability to perform this type of work. The reference list shall describe each entity for which services were provided and types of services and indicate whether the Proposer was the prime or subcontractor for up to the last five (5) years.
- **Part 2 - Mandatory City Contracting Requirements**
 - All City Contracting Requirements specified in Appendix A - Mandatory City Contract Requirements (other than those submitted through RAMPLA) must be submitted in a separate PDF document. The file name must contain the respondent company name, RFP#209099, Project name, and Part 2 City Contracting Requirements (FirmA_RFP#209099_CustomerServiceCenterOperations_Part2_CityContractingRequirements).
- **Part 3 - Financial Background Statement**
 - All details required under Section 6.1.10 must be submitted in a separate PDF document. The file name must contain the respondent company name, RFP#209099, Project name, and Part 3 Financial Statement (FirmA_RFP#209099_CustomerServiceCenterOperations_Part3_Financial Statement).

For reference, two checklists are included in this RFP, Appendix A - Mandatory City Contracting Requirements Checklist and Exhibit 1 - Proposal Requirement Checklist, to assist in preparing these documents.

Section 6.3 Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference will be held to clarify the contents of this RFP, the Scope of Work and for LADOT representatives to respond to questions from Proposers concerning the RFP process or requested services. LADOT Representatives will answer questions received prior to the conference as well

as questions received during the conference. All responses will subsequently be posted on the RAMPLA website.

The pre-proposal conference will be held on Thursday, February 29th, 2024, at 10:00 AM (PST). Interested Proposers please register to receive the Zoom link via Google [Form](https://us02web.zoom.us/webinar/register/WN_rzlyyoz0S0e96wFr9W5-7A) https://us02web.zoom.us/webinar/register/WN_rzlyyoz0S0e96wFr9W5-7A no later than Wednesday, February 28th, 2024, at 2:00 PM (PST). Proposers may submit inquiries in writing via Google [Form](https://docs.google.com/forms/d/e/1FAIpQLSfGGaFNy4p8I0cy5-Ayz2f2gw2YOKRiXFRYoQvcvDiXBX6AAQ/viewform?vc=0&c=0&w=1&flr=0) <https://docs.google.com/forms/d/e/1FAIpQLSfGGaFNy4p8I0cy5-Ayz2f2gw2YOKRiXFRYoQvcvDiXBX6AAQ/viewform?vc=0&c=0&w=1&flr=0> prior to the pre-proposal conference or at the conference via the virtual platform. Further questions must be submitted prior to the end of the final day to submit written questions as specified in Section 2 – Schedule for RFP Process. Answers to all questions will be provided via the RAMPLA website.

Section 6.4 RFP Addenda/Clarifications

Proposers must submit a written request for clarification, interpretation, or corrections of any discrepancies or omissions in the RFP. If it becomes necessary for LADOT to revise any part of this RFP, or to provide clarifications or additional information after the RFP document is released, a written addendum will be posted online on the RAMPLA website. The Proposer shall acknowledge the addendum/addenda by printing and signing the addendum/addenda and including the document(s) in the appendix of the proposal. Proposals that fail to acknowledge receipt of any written addendum or addenda may result in the rejection of the proposal as non-responsive.

Section 6.5 Acceptance of Terms and Conditions

Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP unless otherwise expressly stated in the proposal.

Section 6.6 Proposal Conditions and Limitations

Proposals that set forth conditions or limitations different from those set forth in the RFP may be considered non-responsive and rejected.

Section 6.7 Conference During the Proposal Period

After the expiration of the time to submit proposals and continuing until a contract has been awarded, all City personnel involved in the project are directed NOT to hold any meetings, conferences, or technical discussions with any Proposer except as provided in this Section. Proposers shall not communicate with City personnel regarding the RFP or the proposals during this period unless authorized, in writing, by the Evaluation Committee. Failure to comply with this requirement will automatically terminate further consideration of that bidder's proposal.

Section 6.8 Terms of Withdrawal

Proposers may withdraw their proposal provided that a request is submitted in writing and is received prior to the proposal deadline. A written request to withdraw, signed by an authorized representative of

the Proposer, must be submitted to LADOT Headquarters at 100 Main Street, 10th Floor, Los Angeles, California 90012, with a copy emailed to beverly.flynn@lacity.org and lindsey.estes@lacity.org to ensure timely receipt. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the specified submission deadline.

After the proposal due date/time, no Proposer may withdraw their proposal. A Proposer will not be released on account of errors in its proposal. All proposals shall be firm offers and may not be withdrawn for a period of three hundred and sixty-five (365) calendar days following the deadline date for submission of proposals noted herein.

Section 6.9 Execution of Proposals

If the proposal is submitted by a joint venture, then both firms must sign the proposal in the name of the joint venture. If the Proposer is a corporation, the proposal must be signed on behalf of the corporation by two authorized officers (a Chairman of the Board, President or Vice President, and secretary, treasurer or chief financial officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. If the Proposer is a partnership, the proposal must be signed in the name of the partnership by a general partner thereof.

Section 6.10 Disposition of Proposals

All proposals submitted in response to this RFP will become the property of the City and will be a matter of public record. Proposers must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.).

Any Proposer claiming such an exemption must identify the specific provision of the Public Records Act that provides an exemption from disclosure for each item the Proposer claims is not subject to disclosure under said Act. Any Proposer claiming such an exemption must also state in its proposal that the Proposer agrees to defend, indemnify and hold harmless the City, and its Officers and employees, from any action brought against the City for its refusal to disclose such material, trade secrets, and other proprietary information to any party making a request therefor. Any Proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act.

Section 6.11 Limitations

Notwithstanding any other provisions of this RFP, the City reserves the right to reject all proposals and to waive any informality in a proposal when doing so would be to the advantage of the City or its taxpayers.

The Proposer understands and agrees that the City shall have no financial responsibility for any costs incurred by the Proposer in responding to this RFP.

The City of Los Angeles Administrative Code, Division 10, Chapter 1, Article 2, Section 10.15 (d) requires that every proposal, bid, or offer shall have thereon or attached thereto the affidavit of the bidder indicating that: such proposal is genuine, not sham or collusive, nor made in the interest of any person not therein named; that the Proposer has not directly or indirectly induced or solicited any other Proposer

to submit a sham bid or to refrain from proposing; and that the Proposer has not in any manner sought by collusion to secure for himself an advantage over any other Proposer. Any proposal made without such affidavit, or found to be in violation thereof, shall not be considered (Reference Appendix A, Mandatory City Contract Requirements, Section I.D.).

The selected Proposer shall stipulate that in any action related to the awarded contract, the venue shall be in the County of Los Angeles, State of California.

SECTION 7. EVALUATION & SELECTION PROCESS

Section 7.1 Evaluation Committee

Evaluation of the proposals will be made by an Evaluation Committee consisting of at least three members appointed by LADOT.

The Evaluation Committee will rank all responsive proposals with respect to the evaluation criteria. The successful Proposer(s) will be named after the proposals and presentations, if requested, are evaluated to select the most qualified Proposer(s). The committee will make a recommendation and report to the General Manager of LADOT and will be forwarded to the Mayor and City Council for approval.

Section 7.2 Mandatory Requirements

All Proposals will be reviewed by the City to determine if the proposals contain minimum essential requirements outlined in the RFP, including instructions governing submission and format and compliance with Mandatory City Contracting Requirements, including the outreach requirements of the Business Inclusion Program (BIP) (Refer to Appendix A, IV.W, PSC 32. Those proposals deemed non-responsive will be notified in writing.

Section 7.3 Evaluation Criteria

The evaluation criteria below will be used by the Evaluation Committee to examine the submitted proposal.

LADOT is interested in cost-effectiveness and will evaluate proposed costs in relation to the quality and level of service to be provided. The qualifications of the Proposer and proposed staff and the proposed project plan will all be considered in evaluating the proposal.

Written proposals from responsive Proposers will be evaluated using the criteria in Sections 7.3.1 to 7.3.4 below, and points will be awarded, **a maximum of 100 points (without the bonus points for Local Business Preference Program Ordinance (Section 7.6) and/or Labor Code 1070 to 1074 (see below).**

Proposers who have received certification (including provisional certification) as a Local Business Entity under the Local Business Preference Ordinance will be entitled up to eight (8) bonus points or Proposers

that subcontract with a company that is certified (including provisional certifications) will receive up to five (5) bonus points. Proposers may not qualify in both categories mentioned above.

California Labor Code 1070 to 1074 states that if a bidder, as part of the bid for service contract, declares that he or she will retain all employees of the prior contractor or subcontractor for a period of not less than 90 days, will be entitled to a 10 percent preference or an equivalent to 10 points (100 total points before bonus points). Per Labor Code 1071(d), however, “employees” do not include executive, administrative, or professional employees exempt from the payment of overtime compensation. The ten (10) additional points per Labor Code 1070-1074 shall be treated as bonus points to be added to the firm’s total points.

The City of Los Angeles Service Workers’ Retention Ordinance requires that the successor contractor offer and retain all prior contractor’s employees that the Service Workers’ Retention Ordinance covers for a 90-day period. Thus, if a Proposer declares to retain all other employees not covered by the Service Workers’ Retention Ordinance (except executive, administrative, or professional employees exempt from payment of overtime compensation) shall be entitled to the ten (10) bonus points as specified under Labor Code 1070 to 1074.

The Evaluation Committee will score and rank all responsive proposals according to the following evaluation criteria and may conduct interviews with each responsive Proposer.

1	Qualifications of Proposer	20 points
2	Qualifications of Proposed Staff	20 points
3	Operating Methodology	30 points
4	Cost-Effectiveness	30 points
5	Local Business Ordinance (Possible Bonus Points)	5-8 points
6	Labor Code 1070 to 1074 (Possible Bonus Points)	10 Points
	TOTAL POSSIBLE EVALUATION POINTS	118 points

Details for each evaluation criterion are provided as follows:

Section 7.3.1 Qualification of Proposer (20 points)

Each Proposer must demonstrate past and present ability to fulfill the requirements established by this RFP. Each Proposer must provide detailed information demonstrating an ability to perform the necessary services with specific reference to the activities noted above in this RFP in Section 4, “Scope of Work.” The Proposer shall have at least five years of successful experience in performing customer service and call center operations and must furnish proof of ability to perform the terms of this proposal.

The Proposer shall describe the qualifications and experience of the firm in performing customer service and call center operations. This section should contain a detailed description of services performed

similarly to those described in this RFP. Proposers must complete Form C-1 Questionnaire and submit it with the proposal. For similar services performed within the last three years and included in this section, Proposers must complete Form C-2 Proposer's Past Projects and Experience.

Proposers may include a detailed description of service performed over three years ago and complete Form C-3 Additional Proposer References) if they wish the City to consider these projects when evaluating the qualification of the Proposer. The City will conduct reference checks based on the submitted information on Forms C-2 Proposer's Past Projects and Experience and C-3 Additional Proposer References. The information gained through the reference checks will be incorporated into the City's evaluation of the Proposer's qualifications.

Proposers shall also provide thorough answers to the following list of questions. The responses to these questions will be included in the City's evaluation of the Proposer. In your proposal, please restate the question, followed by your response.

Questions

- a) Explain the general character of work performed by your firm.
- b) How many years of experience does your firm have in operating similar to those described in this RFP?
- c) Many firms have adopted a profile for the managers they hire. Does your firm have such a profile? Explain.
- d) How is the performance of your managers and other contract management personnel evaluated?
- e) List other contracts awarded to your firm similar in scope, size, or discipline. Include the contact information (agency, contact person(s), current telephone number, email address, and annual contract cost). Describe the similarities and differences of each of these services compared to the service contained in the RFP. (Refer to Form C-4 – Financial Background).
- f) Before pursuing a service contract, what research does your firm do on LADOT Transit Services or other aspects of this RFP? Please describe your knowledge of the tasks associated with the contract we are evaluating.
- g) What performance standards have your firm established for its contract operations? What goals have been set, and what has been attained? Include concrete examples.
- h) Has your firm ever failed to complete any work awarded to you? Has your firm ever defaulted or been terminated from a contract? If yes, please give details.
- i) Has your firm received any "Notice to Correct" or other written notices regarding poor/unsatisfactory performance in the past three years? If so, please explain in detail.
- j) Has your firm been certified as a Local Business Entity in Los Angeles County? Refer to the Local Business Preference Ordinance in Appendix A, Section IV.W, PSC-35.

- k) Describe your firm's policies regarding Homeland Security. Please provide examples of actions taken to minimize the risk of terrorist acts and the firm's policy and procedures for responding in the event of a terrorist act, if any.
- l) Does your firm have experience providing customer service in multiple languages? Describe the procedures and/or staff training your firm will implement to provide high-quality customer service to customers wishing to communicate in languages other than English.
- m) Will your firm consider using multi-language automated voice command recognition programs similar to one currently used by the City's 311 system?
- n) Does your firm have experience collecting, analyzing, and reporting service metrics? Describe your firm's procedures for data collection, validation, and reporting.
- o) Provide any additional information regarding your firm to assist the City in better evaluating your firm.

Section 7.3.2 Qualification of Proposed Staff (20 points)

The City will evaluate the proposed staff's experience, education, and background as provided in Proposer's responses to this section. This section lists all required personnel and qualifications for each key position. Proposers must provide a completed Position and Task Report (See Exhibit 9 – Position and Task Report) in the proposal. The Proposer shall include an organizational chart of management personnel in response to this section.

Proposers shall provide thorough answers to the following list of questions. The responses to these questions will be included in the City's evaluation of the Proposer. In your proposal, please restate the question, followed by your response.

Questions

- a) A Project Manager is required for this project. Who will be the Project Manager for this project? Explain this person's background and experience, including a resume.
- b) What are the tasks to be assigned to the Project Manager, and the percentage of time that will be devoted to these tasks (see Section 3.2.1)?
- c) A TCSC Manager(s) is required for this project. Who will be the TCSC Manager(s) for this project? Explain this person's background and experience, including a resume(s).
- d) What are the tasks assigned to this project's TCSC Manager(s), and the percentage of time devoted to these tasks (see Section 3.2.2)?
- e) An Accountant/Bookkeeper is required for this project. Who will be the Accountant/Bookkeeper for this project? Explain this person's background and experience, and include a resume.
- f) What are the tasks assigned to the Accountant/Bookkeeper of this project, and the percentage of time devoted to these tasks (see Section 3.2.3)?

- g) How many IT Support Staff does the Proposer estimate will be required to fulfill the Scope of Work of this RFP? Will IT Support Staff spend all their time on this contract? If not, what percent of their time will be devoted to the contract?
- h) Who will be the IT Support Staff for this project? Explain their respective background and experience, and include their resumes.
- i) What are the tasks to be assigned to this project's IT Support Staff, and what percentage of time will the IT Support Staff dedicate to these tasks (see Section 3.2.4)?
- j) A Data Manager is required for this project. Who will be the Data Manager for this project? Explain this person's background and experience, and include a resume.
- k) What are the tasks assigned to the Data Manager of this project, and the percentage of time devoted to these tasks (see Section 3.2.5)?
- l) Describe the Data Manager's experience with FTA-NTD reporting.
- m) How many Customer Service Representatives does the Proposer estimate will be required to fulfill the Scope of Work of this RFP? Will the Contractor consider absorbing or maintaining current representatives with the initiation of this RFP? How will the Contractor ensure representatives are knowledgeable in all LADOT programs, including DASH, Commuter Express, LANow, and Cityride?
- n) Who will be the Customer Service Representatives for this project? Explain their respective backgrounds and experience, and include their resumes.
- o) What are the tasks to be assigned to the Customer Service Representatives of this project? What percentage of time will the Customer Service Representatives dedicate to these tasks (see Section 3.2.6)?
- p) Is your firm proposing any additional positions? If so, what are the position titles, the tasks assigned to the various positions, and the percentages of time dedicated to this project?
- q) Is your firm planning on hiring any subcontractors for this project? If so, what are the functions the subcontractors will be performing?
- r) Describe your firm's approach, methodology, and tools used for training.
- s) Describe how your firm plans to develop training plans and provide ongoing training.
- t) Describe the personnel your firm will assign to this project to accurately and effectively collect and report the data as required to complete all required reporting. (see Subtask 1.6 – Contractor Reports)

Section 7.3.3 Operating Methodology (30 points)

Proposers must include a technical proposal describing the Proposer's method and resources to perform the work described in this RFP. This section should describe how the Proposer would use personnel

effectively to ensure quality service delivery. The City will evaluate the Proposers' operating methodology based on the response to this section and the Work and Startup Plan for TCSC and the Office Security Measure and Safeguard Plan that will be provided in the proposal package.

Proposers shall provide thorough answers to the following list of questions. The responses to these questions will be included in the City's evaluation of the Proposer. In your proposal, please restate the question, followed by your response.

Questions

- a) What are your firm's procedures for collecting and accounting for fare media sales and reporting, accounting practices, the security of the vault area, overnight storage of funds, key controls, alarm systems, etc. (see [Subtask 1.4 Accounting, Bookkeeping and Reconciliation](#))?
- b) If the proposal involves a joint venture or partnership between two or more firms, what is each firm's role in terms of the provision of services as part of the RFP? How will a joint venture or partnership enhance the quality of service provided?
- c) What is your firm's experience operating a call center? How will you staff the call center? Which application software are you proposing to use? How will you ensure the call center staff are trained to use the software? The app software currently being used for this project is demandtrans. If the Contractor proposes a different software, please include three (3) bids for the City consideration's proposed software.
- d) What is your transition plan between the time the new contract is awarded and the first day of service?
- e) Tell us about your experience creating, planning, and implementing back-end software for an overflow service such as taxis and/or app-based car services for paratransit services or similar transportation services in nature.
- f) Tell us about your experience developing, implementing, and maintaining a website and/or mobile application for paratransit or similar transportation services. (see Subtask 6.1 Cityride Website and Subtask 6.2 Cityride Mobile Application)
- g) Describe your firm's approach to creating and maintaining an interactive dashboard that provides key performance indicators, media sales, ridership, and membership data for paratransit services or similar transportation services in nature. (see Subtask 6.3 Cityride Dashboard)
- h) Describe your experience creating, hosting, and maintaining a web server to securely store and allow for uploading and downloading of data and information from service operators and taxi companies. (see Subtask 7.1 Cityride Database and Web Server)
- i) Describe your approach to cybersecurity. What safeguards are you going to put in place to protect personal identifiable information (PII) and prevent cybersecurity threats? What procedures do you have in place in case of a security breach due to hacking?

- j) Describe how your firm will leverage its own experience to evaluate and improve the City's processes without service delivery interruptions and without increasing cost.
- k) Describe your firm's past experiences with improving similar operations' speed and efficiency and provide examples or case studies.
- l) Detail the efficiencies the City will achieve by utilizing your firm's services.
- m) Describe the control mechanisms that your firm will use to ensure quality is maintained for the duration of the engagement.
- n) Describe your firms' approach to quality assurance and the methods or tools used to monitor and control the quality of all service deliverables.
- o) Describe your firm's overall approach to management reporting and how your firm will ensure that operational information is accurately inputted; the reports are sufficiently detailed and are delivered as scheduled.
- p) Describe your firm's proposed Organizational Chart and Staffing Plan. How will this lead to cost-effective fulfillment of the RFP requirements while meeting or exceeding the performance standards established in this RFP?

Section 7.3.4 Cost Effectiveness (30 points)

The City is interested in cost-effectiveness rather than low bid and will evaluate proposed costs in relation to the quality and level of service to be provided. The proposer and proposed staff's qualifications and the proposed operating methodology will all be considered along with the proposed cost component in evaluation cost-effectiveness. Cost proposals quoted shall be firm for a period of 365 days from the deadline date of this RFP.

Complete Forms C-1 through C-8 and include your response under the title "Proposed Costs." To ensure a standardized basis for the comparison of various costs, proposed costs must be specified in accordance with series Forms C-5 through C-8.

The standard proposal form requires firm costs per service hour, including technology and systems, TCSC personnel, Janitorial Cleaning and upkeep services, sales and cash handling, and other costs. As provided in this proposal form, the proposed costs will be evaluated as the proposers' most favorable terms and conditions. In evaluating the proposals, the City may communicate with one or more of the proposers for the purpose of obtaining additional clarifying information. In submitting additional information, a proposer is not permitted to embellish or change the original cost proposal unless so directed by the City.

Section 7.4 Oral Interview

Proposers may be required to make oral presentations to the Evaluation Committee and should be prepared to have key management personnel available for these interviews. LADOT reserves the right to schedule more than one interview if the Department determines that doing so will improve the

Committee's understanding of a respondent's proposal. Interviews will be conducted virtually with at least three (3) business days provided in advance.

Section 7.5 Evaluation and Forced Ranking

Each Evaluation Committee member shall rank all respondents from highest to lowest based on the final scores they gave to each respondent. In the event of a tie in points, the Committee member shall still rank the respondents. Equal rankings shall not be allowed. Each committee member shall turn in their final scores and summarize the ranking. If a consensus ranking is achieved (i.e., all Committee members rank the same respondent first), then the Chair shall convene the Committee to discuss the strengths and weaknesses of each respondent. After the discussion, each Committee member shall privately re-rank all respondents and turn in the rankings to the Chair. If a consensus ranking is achieved, then the highest-ranked respondent shall be recommended. If a consensus is not achieved, then respondents with the highest ranking average rank (with each Committee member's ranking weighed equally) shall be recommended. In the event of a tie, the Chair shall recommend the preferred respondent from among the tied respondents and shall document in writing the reason for their decision in writing. The Chair shall present the Evaluation Committee's recommendation to the General Manager. The General Manager is the final decision maker at LADOT and will submit the department's recommendation to the Mayor and City Council.

Note that scores only will be used for purposes of forced ranking by each Committee member. Under no circumstances will the sum of final scores, average of final scores, or any other methodology involving the final scores be used to select the recommended respondent.

Section 7.6 Local Business Preference Program Ordinance

Proposers are advised that any proposal submitted and contract(s) awarded from this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.25, Local Business Preference Program (LBPP) Ordinance 187121. The City is committed to maximizing opportunities for local and small businesses in Los Angeles County and business entities working with the hardest-to-employ populations. The LBPP Ordinance allows the Department to apply additional points to the Proposal's final score under certain conditions.

Refer to Appendix A, IV.W., PSC-35 for further information regarding the requirements and application of the Ordinance.

SECTION 8. TERMS OF THE CONTRACT

Subject to the approval of the Mayor and/or City Council and subject to the approval of the City Attorney as to form and legality, the City may enter into a contract with one Proposer. The contract shall be for a five (5) year term from the date of attestation of the City Clerk. The City anticipates the service contract start date of October 2024. The contract agreement shall be in effect for three (3) years , with the option for two (2) one-year extensions.

This RFP, Addenda, and the submitted proposal, or any part thereof, may be incorporated by reference in the final contract. However, LADOT reserves the right to further negotiate the terms and conditions of the contract with the selected Proposer. In the event of any conflict, the terms of the Contract shall prevail unless specifically stated otherwise.

The City's obligations under this RFP are contingent upon the City's ability to obtain the funds from the funding agencies and/or the availability of City funds to finance the cost of these services. The City reserves the right to delay the awarding of the contract, terminate the contract, and modify the Scope of Work and term under this RFP when to do so would be to the advantage of the City in response to an epidemic or pandemic such as COVID-19 and its by-products (e.g., shelter-in-place orders, quarantines, government shutdowns, etc.), or other emergencies, whether a declared emergency or a non-declared emergency.

SECTION 9. COMPENSATION

The City shall pay the Firm based on the costs contained in the submitted cost proposal, but not to exceed the budget approved by the City, for the complete and satisfactory performance of the terms and conditions of the Agreement for the period agreed upon.

Contractor Monthly Invoice – The Contractor shall submit claims for payment with documentation thereof in the form and number required by the City within the time specified by the City. These invoices shall be based on the hourly cost rates contained in the contract and the actual amount of service provided minus any assessed performance penalties, see Section 5 – Operating and Performance Standards.

Line-Item Costs – The City shall compensate the Contractor for the line item costs subject to review by the City. Please include all back-up materials for each line-item cost.

Capital and Start-up Expenses – The Contractor may request (invoice) capital and or start-up expenses authorized by the City and under the terms and conditions of the Agreement resulting from this RFP and may receive payments if sufficient funds are available and if deemed necessary by the City. Invoices for these one-time expenditures shall include written City authorization for the purchase or service and documentation supporting each expense.

The Contractor shall submit invoices within sixty (60) days in arrears to the City. Invoices must include documents supporting all charges and eligible expenses incurred by the Contractor. Monthly invoices shall include:

- Invoice summary sheet signed by the Contractor's Project Manager
- Invoice and supporting documents, including hourly rates
- Capital expenditures and supporting documents
- Schedule B
- Position and Task Report
- Copies of any penalty letters assessed during the invoice period
- Any required reports as indicated in this RFP or as directed by City's assigned Project Manager

- Any other pertinent information the Firm deems necessary
- Line-item invoicing and supporting documents.

The City will review all invoices and supporting documents for approval and accuracy. The City agrees to pay undisputed invoices within thirty (30) days upon receipt of invoices. If invoices are disputed, the City has the right to require additional evidence to determine the invoices' validity and accuracy. The City has the right to withhold any and all payments to the Contractor until such evidence is received and the City accepts the corrections.

The City has the authority to withhold funds under the Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Firm. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.

The City may withhold payments to the Firm if the Firm fails to comply with the provisions of the Agreement.

SECTION 10. GENERAL TERMS AND CONDITIONS

Section 10.1 Standard Provisions for City Contracts

During the contract term, the Contractor and its subcontractors shall abide by Appendix A, Section IV.W.

Section 10.2 City Contracting Requirements

Compliance documents for the City's Contracting Requirements must be submitted with the proposal or through RAMPLA.org, as specified in Appendix A. Failure to comply with these requirements may render the proposal non-responsive. Examples and/or explanatory material for each item are provided in Appendix A. For consistency of reference, all documents should be included in the order listed and marked as an attachment with the corresponding letter designation utilized in the Checklist provided.

Because some requirements require extensive time to complete, the City strongly encourages Proposers to commence these activities before the Pre-Proposal Conference.

Section 10.3 Insurance Requirements

The Contractor will ensure that mandatory insurance coverage is maintained throughout the contract term. The Contractor will upload the insurance renewals into the City's compliance system at <https://www.kwikcomply.org> at the time of renewal.

Section 10.4 Executive Directive 35 Requirements

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the Contractor is a for-profit company or corporation, the Contractor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/subcontractor Information”). On an annual basis, the Contractor shall further request that any subcontractor input or update its business profile, including the Contractor/subcontractor information, on RAMP or via another method prescribed by the City.

Section 10.5 COVID-19 Vaccination Requirement

In accordance with Ordinance 187134, adopted by the Los Angeles City Council on August 20, 2021, employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”) prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under an Agreement with the City (collectively, “In-Person Services”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel has been fully vaccinated. The Contractor shall retain such proof for the document retention period set forth in the Agreement with the City. The Contractor shall grant medical or religious exemptions to Contractor Personnel as required by law.

Section 10.6 Contractor Non-Compliance of Scope of Work

The Contractor is required to reasonably comply with all Sections in the Scope of Work in this RFP. If the Contractor is unable or refuses to comply with the Scope of Work for any reason, the City reserves the right to hire another party to perform the work at the Contractor’s expense in addition to any penalties assessed to the Contractor.

Section 10.7 Project Findings and Ownership of Work Produced by the Contractor

All finished, or unfinished documents, data sets, surveys, studies, drawings, maps, brochures, photographs, video footage, reports, or any work produced by the Contractor as part of this RFP shall become the City's property. Upon request, the Contractor shall provide LADOT with any work produced by the Contractor for the City in native and finished format, free of any Contractor watermark, branding, or encryption. The City reserves the right to use, alter, and edit any work the Contractor produces as it sees fit within reasonable bounds.

Any reports, data, or other information given to, prepared, or assembled by the Contractor under the Agreement shall, if requested by the City, be kept confidential and shall not be published or made available to any individual or organization by the Contractor without prior written approval by the City.

Section 10.8 Evaluation of City Personal Services Contractors

At the end of this contract, the City will evaluate the Contractor's performance, and the City may also conduct evaluations of the Contractor's performance during the term of this contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and any response from the Contractor to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

Section 10.9 FTA Contractual Provisions

The Contractor shall comply with all of the Federal Transit Administration (FTA) contractual provision required for agencies that accept Federal Grant Funds (Appendix B).

The City acknowledges that this request for proposals for goods, services or construction is funded with Federal (FTA) assistance. The Proposer shall fill out the following certifications and/or forms and submit them with the response to the Bid:

Certifications and Forms:

- Lobbying (refer to Appendix B, Section B)
- Substance Abuse (refer to Appendix B)
- DUNS Number (refer to Appendix B)

SECTION 11. PROTEST PROCEDURES

The procedures and time limits set forth in this Section provide a method for resolving, prior to award, protests regarding the award of the contract and are the Respondents' sole and exclusive remedy in the event of a protest. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that must be exhausted by the protesting respondent prior to pursuing any legal remedy which may be available. For this reason, no respondent shall have any right to due process should the City fail to follow these procedures for any reason within its discretion. However, failure by a party originating a protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings. These procedures will enable the City to ascertain all the facts necessary to make an informed decision regarding the contract award.

Section 11.1 Protest Timeline and Submission

A protest relative to this solicitation must provide details of the facts that support the basis for the protest. Protests must be submitted in writing and be postmarked by the deadline described in the subsections below for the specific protest.

All protests must be sent by certified mail with return receipt to:

City of Los Angeles
Department of Transportation
Attention: General Manager
100 South Main Street, 10th Floor
Los Angeles, California 90012

At a minimum, the protest document must include the following:

- Name, address, and telephone number of the protesting party and/or person representing the protesting party.
- Name and number of the solicitation.
- Detailed statement specifying the legal and factual grounds of the protest and copies of all relevant documents supporting the argument.
- Statement as to the form of relief sought.

Section 11.2 Protest of Content

Protests must be sent by certified mail and postmarked no later than seven (7) calendar days after the solicitation posting on the RAMPLA website. LADOT will respond in writing by certified mail to the protestor(s) within fifteen (15) calendar days of receipt of the protest(s). If LADOT determines that a revision to the procurement process is appropriate, LADOT shall either extend the procurement process timeline or withdraw and reissue the solicitation. In either case, any revisions to the procurement process will be posted on RAMPLA.

Section 11.3 Protest Against Another Respondent

Protests must be sent by certified mail and postmarked between the date of the solicitation posting on the RAMPLA website and before the date LADOT changes the RAMPLA solicitation status to “bidder selected.” If filing a protest against another respondent, LADOT will only consider such protests if it appears that either respondent may have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.

Section 11.4 Contract Compliance Protest

Protests must be sent by certified mail and postmarked before the date LADOT changes the RAMPLA solicitation status to “bidder selected.” These protests will receive due consideration if the agency submits the protest in a timely period, and such protest affects a respondent who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.

Section 11.5 Selection Process Protest

Protests must be sent by certified mail and postmarked no later than seven (7) calendar days after RAMPLA's notification to Proposers of a change in the solicitation status to "bidder selected." Upon receipt of any protests on the specific selection process, a review of the protest(s) shall be conducted by the Standing Protest Committee.

Section 11.6 Protest Review Process

Protests meeting the above criteria will be analyzed by LADOT personnel, and any recommended actions will be presented in a written report to the Mayor's Office. Protesting parties and firms protested against will be notified of the time and date that the written report will be discussed in a public session by the Standing Protest Committee. This Committee will consist of two (2) members of the City's Board of Transportation Commissioners and at least two (2) members of LADOT senior management staff not otherwise involved with the Response evaluation.

A protest hearing will be convened at a publicly noticed meeting with a specific date, time, and location, where protesting parties and firms protested against will be given the opportunity to present their arguments at the public session. LADOT will conduct the hearing within thirty (30) calendar days of the protest submission deadline.

The findings of the Committee will be presented to the City's Board of Transportation Commissioners for consideration at one of its scheduled public meetings. For contract awards involving approval by the City Council, any adopted findings and/or recommendations of the Board of Transportation Commissioners concerning the protest review will be forwarded to the City Council's Transportation Committee for its consideration. The decision made by the Board of Transportation Commissioners or the City Council's Transportation Committee regarding a protest will be final and may not be appealed further.

LADOT's final written report on the Department's procurement process and staff recommendation of the contract award will contain an account of all protest(s) filed based on solicitation content and shall include the Department's response(s) to the protest(s). LADOT's report shall be forwarded to the Mayor and City Council and/or the City's Board of Transportation Commissioners (as appropriate) for their consideration.

Section 11.7 Protests and Subcontractors

Prime Contractors are requested to advise their potential subcontractors of this protest policy. In addition, a subcontractor protesting against a Prime Contractor has a direct financial interest and may be adversely affected by the determination of the protest; therefore, LADOT may consider the protest beyond the protest period.

SECTION 12. GENERAL CITY RESERVATIONS

12.1 The City reserves the right to verify the information in the Response.

- 12.2 If a respondent knowingly and willfully submits false information or other data, the City reserves the right to reject that response. If a contract was awarded as a result of false statements or other data submitted in response to this procurement process, the City reserves the right to terminate that contract.
- 12.3 Submission of a response to this procurement process constitutes acknowledgment and acceptance of the terms and conditions set forth herein. Responses and the offers contained therein shall remain valid for a period of 365 calendar days from the date set for receipt of responses. Firms selected for a contract award pursuant to this procurement process will be required to enter into a written contract with the City approved as to form by the City Attorney. This solicitation and the Response, or any parts thereof, may be incorporated into and made a part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract. The final contract offer of the City may contain additional terms or terms different from those set forth herein.
- 12.4 The City reserves the right to waive any informality in the process when doing so is in the best interest of the City.
- 12.5 The City reserves the right to withdraw this solicitation at any time without prior notice and the right to reject any and all responses. The City makes no representation that any contract will be awarded to any firm responding to this procurement process.
- 12.6 The City reserves the right to extend the deadline for submission. Firms will have the right to revise their Response in the event the deadline is extended.
- 12.7 All costs of response preparation are the responsibility of the Respondent. The City, in any event, is not liable for any pre-contractual expenses incurred by the Respondent in the preparation and/or submission of the Response.
- 12.8 Responses will be reviewed and rated by the City as submitted. Firms may make no changes or additions after the deadline for receipt.
- 12.9 A firm will not be recommended for a contract award, regardless of the merits of the Response submitted, if it has a history of contract noncompliance with the City or other funding sources or poor past or current performance with the City or other funding sources.
- 12.10 The City reserves the right to retain all responses submitted, and the Responses shall become the property of the City. Any department or agency of the City has the right to use any of the ideas presented in the Responses submitted in response to this procurement process. All responses received by the City will be considered public records subject to disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Applicants must identify any material they claim is exempt from disclosure under the Public Records Act. In the event such exemption is claimed, the applicant will be required to state in the Response that they will defend any action brought against the City for its refusal to disclose such material to any party making a

request thereof. Failure to include such a statement shall constitute a waiver of the Proposer's right to exemption from disclosure.

- 12.11 Upon completion of all work under the contract, ownership, and title of all reports, documents, plans, drawings, specification, and estimates produced as part of the contract will automatically be vested in the City of Los Angeles, and no further agreement will be necessary to transfer ownership to any City entity. Copies made for the Contractor's records shall not be furnished to others without written authorization from the City of Los Angeles, Department of Transportation.
- 12.12 The City may award a contract on the basis solely on the Proposal received, without requesting an Oral Presentation or asking clarifying questions from firms. In addition, the City may negotiate further with those Respondents within a competitive range. Responses should be submitted on the most favorable terms for the City the Respondent can provide.
- 12.13 The City's obligations under this RFP are contingent upon the City's ability to obtain the funds from the funding agencies and/or the availability of City funds to finance the cost of these services. The City reserves the right to delay the awarding of contract, terminate the contract, and modify the scope of work and term under this RFP, when to do so would be to the advantage of the City in response to an epidemic or pandemic such as COVID-19 and its by-products (e.g.: shelter-in-place orders, quarantines, government shutdowns, etc.), or other emergencies, whether a declared emergency or a non-declared emergency.
- 12.14 The selected Proposer shall stipulate that in any action related to the awarded contract, the venue shall be in the County of Los Angeles, State of California.

SECTION 13. EXHIBITS

- Exhibit 1: Proposal Requirement Checklist
- Exhibit 2: LADOT Transit Policies and Rules
- Exhibit 3: ADA Compliant Process
- Exhibit 4: LADOT's Limited English Proficiency Plan (updated October 2018)
- Exhibit 5: Cityride Program Guide
- Exhibit 6: Cityride Application for Registration
- Exhibit 7: Response Form Letters
- Exhibit 8: Current Classifications of Employees Covered Under the Retention Ordinance
- Exhibit 9: Position and Task Report
- Exhibit 10: FTA Annual Project Financial Reporting Sheets
- Exhibit 11: Federal Transportation Administration (FTA) National Transit Database (NTD)
- Exhibit 12: TCSC Assets Inventory
- Exhibit 13: Fare Media Sales
- Exhibit 14: Annual Agency Profile 2021
- Exhibit 15: LA Mall Office Space Floor Plan
- Exhibit 16: Washington Ave Office Space Floor Plan

SECTION 14. FORMS

Form C-1	Questionnaire
Form C-2	Proposer's Past Projects and Experience
Form C-3	Additional Proposer References
Form C-4	Financial Background
Form C-5	Cost Component Form
Form C-6	Cost Component Details
Form C-7	Labor Costs
Form C-8	Labor Costs Details

SECTION 15. APPENDICES

Appendix A: Mandatory City Contracting Requirements

City Contracting Requirement Checklist

Request for Proposal City Contracting Requirements

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

Appendix B: Contracting Provisions for Federal Administration (FTA) Funds

Part 1 – FTA Contracting Requirements

Part 2 – FTA Required Clauses

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Exhibit 1: Proposal Requirement Checklist

Exhibit 1 – Proposal Requirements Checklist

REQUIREMENT	REFERENCE
Attendance of Mandatory Pre-Proposal Conference	Section 1, Section 3, Section 8.9.1
Submission of Questions and Requests for Clarification	Section 1, Section 3, Section 8.9.1
Cover Letter	Section 1, Section 8.8.1, Section 8.9.9
Qualifications of Proposer	Section 4, Section 8.1, Section 8.2, Section 8.4.1
Qualifications of Proposed Staff	Section 4.4, Section 4.5, Section 4.6.9, Section 8.4.2
Operating Methodology	Section 8.4.3
Cost-Effectiveness	Section 8.4.4, Forms C-1 through C-5C
City Contracting Requirements	Attachment A, Section IV.U - Standard Provisions for City Contract, BAVN
FTA Contracting Requirements	Attachment B, Part 1
FTA Required Clauses	Attachment B, Part 2
Submission of Proposal	Section 3, Section 8.9.9
Company Portfolio or Annual Report (Proposer Financial Documents, Surety Information, Bankruptcy information, and Pending litigation details)	Section 8.8.2

Exhibit 2: LADOT Transit Policies and Rules

LADOT Transit Policies and Rules

Rider Code of Conduct

1. Disruptive conduct of any nature by a passenger will not be tolerated on LADOT Transit buses. Such conduct will result in the ejection of the disruptive passenger from the bus and possible prosecution under the City of Los Angeles Criminal Code. LADOT Transit and its service contractors may deny passage to any person that is identified as being disruptive or a threat to the bus driver or other passengers. The Code of Conduct applies to all who choose to ride LADOT Transit.
2. No passenger shall interfere with the safe operation of any LADOT Transit bus. Riders will always comply with the instructions of the bus driver regarding the vehicle's operation and matters of safety. Riders must remain behind the yellow line at the front of the bus, and stay seated or hold onto a rail or stanchion while the bus is in motion.
3. Refusing to pay the proper fare is unlawful, and can result in arrest, fines and/ or ejection from the bus.
4. Riders must respect their fellow passengers. Fighting, vulgar language, harassing other passengers, shouting, spitting, throwing an object, pushing other passengers are prohibited at all times on LADOT Transit buses.
5. Passengers must occupy only one seat. Riders cannot lay down or occupy another seat with bags or parcels. Strollers, walkers, skateboards and shopping carts are not allowed unless they can be folded to a size or stored in such a way that does not block the aisles and doorways.
6. Riders must maintain good personal hygiene to not offend other riders. An individual whose bodily hygiene is so offensive as to create a nuisance to other riders may be denied passage.
7. Riders must wear appropriate clothing (shirt, pants, shorts, dress, and shoes) while riding. Riders wearing clothing with offensive or obscene pictures or sayings will be asked to cover or remove these articles of clothing or will be required to leave the bus.
8. Flammable liquids, fireworks, car batteries with acid, lithium ion batteries, hover boards are not allowed on any LADOT Transit bus.
9. Smoking, including e-cigarettes and vaporizers, drinking, and eating on any LADOT Transit bus is prohibited. Possession or consumption of illegal drugs is prohibited.
10. Possession of any article defined as a weapon including firearms, knives, sharp objects, martial arts, and self-defense items are prohibited on all LADOT Transit buses.
11. Congregating or loitering on a bus near the doorways and aisles or at a bus stop in a way that causes an inconvenience to other passengers or blocks entry and exit to a bus is prohibited.
12. Videotaping or taking photographs on any LADOT Transit vehicle is prohibited without the prior consent of LADOT Transit.
13. Conversations between passengers or on cell phones shall be kept at a reasonable volume to not disturb other riders.
14. When utilizing the audio features of smartphones, tablets, and/or other sound generating devices, the earpiece of that device or a headphone/headset shall be used. The volume

levels of any device or headphone/headset shall be kept at a level that is not heard by other riders.

15. Soliciting money or distributing literature on LADOT Transit buses is not allowed at any time.
16. Seats that are designated as Priority Seating must be made available for disabled and elderly passengers.
17. Pets and livestock are not allowed on LADOT Transit buses. However, service animals may accompany riders with disabilities. Riders are responsible for their service animals; to keep their service animals off the seats, for the animals to remain on the floor without blocking the aisle and to clean up after their animals. Service animals can be denied boarding if the animal is out of control or its owner cannot control the animal or if the animal poses a direct hazard to health and safety of the rest of the riders.

LADOT Transit Americans with Disabilities Act Policy

In compliance with the Americans with Disabilities Act, LADOT Transit makes accommodation for persons with disabilities who wish to use any of our services. These include but are not limited to wheelchair accessible ramps or lifts on all buses, low-floor, kneeling buses, audio and visual on board bus stop announcements and safety messages. TTY services are available through the Metro Trip Planner by calling 711.

LADOT Transit is committed to ensuring that no person is denied access to its services, programs, or activities on the basis of their disabilities, as provided by the Americans with Disabilities Act.

All complaints are carefully reviewed. If you need to make an ADA-related complaint, please use the ADA Complaint Form (Attachment 2.1).

Written complaints can be sent to:

LADOT Transit Customer Service Center
201 North Los Angeles Street, Space #16
Los Angeles, CA 90012

Verbal complaints will be accepted and transcribed by contacting LADOT Transit's customer service center at (213, 310, 323 or 818) 808-2273. Customers can call to state if they have an ADA complaint. Trained LADOT Transit customer service personnel will provide assistance in filing the ADA complaint through the LADOT Transit complaint system. This is then directed to the LADOT Transit ADA Coordinator.

Exhibit 3: ADA Compliant Process



ADA Grievance

ADA: Complaint Process

The City of Los Angeles (LADOT) grants all citizens equal access to its transportation services.

The LADOT Complaint Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Los Angeles Department of Transportation. LADOT's Personnel Policy governs employment-related complaints of disability discrimination.

Filing a Complaint

The complaint must be filed no later than 180 calendar days of the alleged discriminatory incident. The preferred method is to file the complaint in writing using the Complaint/Suggestion Form online. See link: <https://www.transtrack.net/LADOT/Comments/Complaint>. Written complaints can also be sent to:

LADOT Transit Customer Service Center
201 N Los Angeles St. Space #16
Los Angeles, CA 90012

Verbal complaints will be accepted and transcribed by contacting LADOT Transit's customer service center at **(818, 323, 310, 213) 808-2273**. Customers can call to state if they have an ADA complaint. Trained LADOT Transit customer service personnel will provide assistance in filing the ADA complaint through the LADOT Transit complaint system. This is then directed to the LADOT Transit ADA Coordinator. Complaints may also be filed with external entities such as the Federal Transit Administration, the Equal Employment Opportunity Commission, or the Department of Fair Employment and Housing. Please review information on the respective websites for details on filing ADA complaints.

Should a complaint be filed with LADOT Transit and an external entity simultaneously, the external complaint shall supersede the LADOT Transit complaint. However, LADOT Transit will continue its own investigation of the complaint and make the findings available.

Investigations

Within 10 working days of receipt of the formal complaint, the ADA Coordinator will notify the complainant and begin an investigation.

The investigations will address complaints against any LADOT Transit department(s). The investigation will be conducted in conjunction with and under the advice of the Employee Relations Department.

The investigation may include discussion(s) of the complaint with all affected parties to determine the problem. The complainant may be represented by an attorney or other representative of his/her own choosing and may bring witnesses and present testimony and evidence in the course of the investigation.

The investigation will be conducted and completed within 60 days of the receipt of the formal complaint.

Based upon all the information received, an investigation report will be written by the ADA Coordinator. The complainant will receive a letter stating that final decision by the end of the 60 day time limit. Most investigations are completed within 30 days.

The complainant shall be notified of his/her right to appeal the decision. Appeals may be made to the [Federal Transit Administration](#), the [Equal Employment Opportunity Commission](#), or the [Department of Fair Employment and Housing](#).

All written complaints received by the ADA Coordinator or her designee, appeals to the Federal Transit Administration, the Equal Employment Opportunity Commission, or the Department of Fair Employment and Housing, and responses from these offices will be retained by LADOT Transit for at least three years.

Exhibit 4: LADOT's Limited English Proficiency Plan
(updated October 2018)

City of Los Angeles
Department of Transportation
Office of Transit Services

**Limited English Proficiency Plan
Updated October 2018**

Previous Versions

Limited English Proficiency Plan Update – June 26, 2016

Limited English Proficiency Plan July 25, 2012

**City of Los Angeles
Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California 90012
ladottransit.com**

City of Los Angeles Department of Transportation
Office of Transit Services

LIMITED ENGLISH PROFICIENCY PLAN

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- B: Samples of Multilingual Publications

INTRODUCTION

Los Angeles is one of the largest minority majority cities in the United States. Over 70% of the population of the city identifies themselves as minorities¹. Los Angeles County has the highest level of LEP individuals throughout the State of California². Therefore, the City of Los Angeles Department of Transportation Transit Services (LADOT Transit) primarily serve minority populations with many that have limited English language skills.

This fact was recognized by LADOT Transit early in the development of its transit services program. As its transit service programs expanded within the city, it did so with the aid of onboard research that both defined rider demographics as well as identified the characteristics of its services that were most important to riders. In the process, LADOT Transit became keenly aware of its responsibility to communicate to those with limited English proficiency or LEP.

LADOT Transit provides three types of transit services:

- Express bus services focused on employment centers;
- Downtown Los Angeles and neighborhood focused circulator bus services; and
- Voluntary paratransit services for seniors and those who are mobility challenged.

These services evolved in response to community need and demand resulting in services that are very ‘niche’ to neighborhoods as well as work-related travel. In that regard, LADOT Transit services have always been provided without discrimination in the level and quality of those services. LADOT Transit services supplement as well as provide feeder services to those of the Los Angeles County Metropolitan Transportation Authority, which provides ‘trunk line’ bus routes, bus rapid transit and rail service throughout the Greater Los Angeles Region.

FEDERAL REQUIREMENTS

This Limited English Proficiency (LEP) Plan has been prepared to address the responsibilities of the City of Los Angeles Department of Transportation Office of Transit Services as a recipient of federal financial assistance.

This plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et se, and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency*, indicates that differing treatment based upon a person’s inability to speak, read, write or understand English is a type of national origin discrimination. It directs each federal agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies that receive federal funds including LADOT Transit, which receives federal assistance through the U.S. Department of Transportation’s (U.S. DOT) Federal Transit Administration (FTA).

¹[US Census Bureau, QuickFacts, Los Angeles city, California](#)

²[lep.gov Language Map App](#)

LADOT Transit has been committed and will continue to be committed to take every required, responsible action to ensure that meaningful access to benefits, information and services is provided to all persons with limited English proficiency in the agency's service area. Currently, a significant portion of the ridership of LADOT Transit services are LEP persons and this plan will ensure that people defined in this category will continue to have access to transit information and these services.

PLAN SUMMARY

LADOT Transit has developed this *Limited English Proficiency Plan* to identify reasonable steps for providing language assistance to persons with limited English proficiency or LEP who wish to access the transportation services provided by LADOT Transit. Executive Order 13166, defines LEP persons as those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. LADOT Transit has made consistent efforts to identify LEP persons and to reach out to these groups as well as to communicate with this population. This plan will build upon those previous efforts.

LEP FOUR FACTOR ANALYSIS

LADOT Transit utilized the U.S. DOT Four-Factor Framework to assess the needs of its service area. The Framework considers the following:

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter a LADOT Transit program, activity or service.
2. The frequency with which LEP persons come in contact with LADOT Transit programs, activities or services.
3. The nature and importance of programs, activities or services provided by LADOT Transit to the LEP population.
4. The resources available to LADOT Transit and overall cost to provide LEP assistance.

A summary of the results from the four-factor analysis is in the following section.

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter a LADOT program, activity or service.

Data for the City of Los Angeles from the U.S. Census Bureau's 2011-2015 American Community Survey (ACS) 5-Year Estimates were used to analyze and identify the number of LEP persons within the LADOT Transit Service Area. The ACS data reflects the number of people who speak a language other than English at home within two classifications 1) people who speak English "very well" and 2) people who speak English "less than 'very well'". The LADOT Service Area is comprised of a population where 26.9% speaks English less than "very well".

Table 1 – Ability to Speak English

English Speaking Proficiency Classification	LADOT Service Area	
	Estimated Population	Percent of Population
Population 5 years and older	3,651,196	100.0%
Speak a language other than English	2,192,087	60.0%
Speaks English "very well"	1,179,832	32.3%
Speaks English less than "very well"	1,012,255	27.7%

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates for City of LA

Table 2 shows 2011-2015 ACS data for languages spoken at home by ability to speak English for all persons, aged five years old and older, within the city of Los Angeles. The majority of the total population (60%) speaks a language other than English.

The prevalent languages with the highest numbers of people who speak English less than "very well" are Spanish or Spanish Creole with 744,064 people, Korean with 62,343 people, Chinese with 32,030 people, Armenian with 31,242 people, Tagalog with 28,698 people, Persian with 20,291 people, Russian with 18,028 people, Vietnamese with 9,487 people, Japanese with 9,036 people, Thai with 7,458 people, Arabic with 6,580 people, and Other Indic languages with 6,035 people.

LADOT Transit does not use this data to limit language support for LEP populations to these prevalent languages, rather, the agency creates a baseline of preparedness to meet the needs that it is most likely to encounter. The agency looks more closely at individual LEP needs of its service areas through outreach and will readily meet the needs of any LEP request.

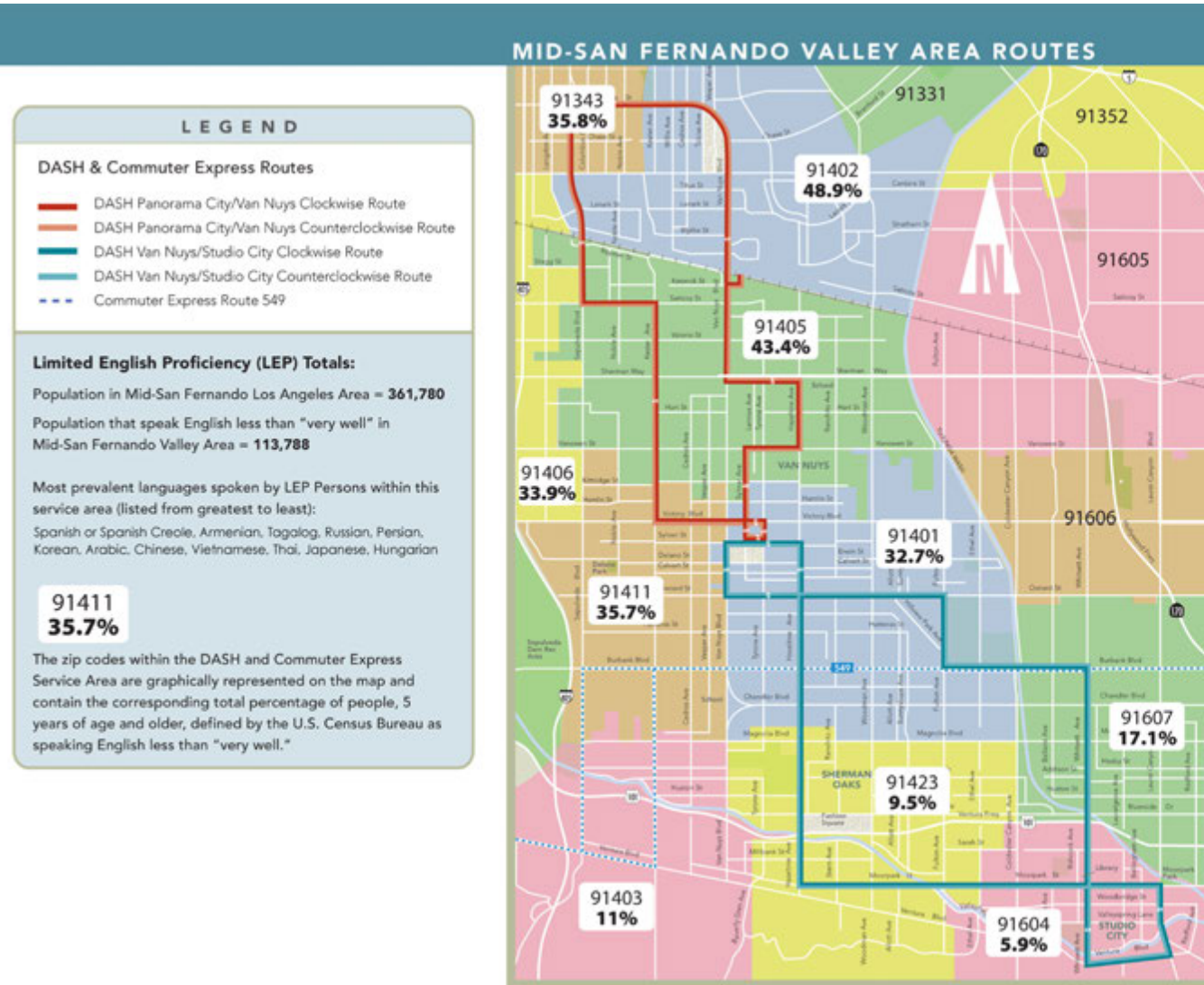
Table 2 – Language Spoken at Home by Ability to Speak English

Los Angeles city, California	Estimate	Margin of Error
Population 5 years and over	3,651,196	+/-2,681
Speak only English	1,459,109	+/-8,770
Spanish or Spanish Creole:	1,563,479	+/-7,593
Speak English less than "very well"	744,064	+/-6,875
French (incl. Patois, Cajun):	23,043	+/-1,407
Speak English less than "very well"	3,494	+/-419
French Creole:	2,224	+/-497
Speak English less than "very well"	272	+/-142
Italian:	8,274	+/-660
Speak English less than "very well"	1,476	+/-259
Portuguese or Portuguese Creole:	5,431	+/-724
Speak English less than "very well"	1,374	+/-298
German:	10,357	+/-884
Speak English less than "very well"	1,138	+/-252
Yiddish:	1,220	+/-308
Speak English less than "very well"	140	+/-69
Other West Germanic languages:	2,510	+/-334
Speak English less than "very well"	266	+/-81
Scandinavian languages:	3,013	+/-505
Speak English less than "very well"	376	+/-196
Greek:	2,677	+/-429
Speak English less than "very well"	596	+/-164
Russian:	37,118	+/-1,982
Speak English less than "very well"	18,028	+/-1,141
Polish:	2,812	+/-444
Speak English less than "very well"	863	+/-214
Serbo-Croatian:	3,074	+/-568
Speak English less than "very well"	859	+/-215
Other Slavic languages:	3,226	+/-498
Speak English less than "very well"	1,040	+/-270
Armenian:	70,764	+/-2,620
Speak English less than "very well"	31,242	+/-1,402
Persian:	48,828	+/-2,281
Speak English less than "very well"	20,291	+/-1,295
Gujarati:	2,589	+/-452
Speak English less than "very well"	673	+/-195
Hindi:	10,279	+/-858
Speak English less than "very well"	2,187	+/-383
Urdu:	4,872	+/-934
Speak English less than "very well"	1,614	+/-408
Other Indic languages:	13,631	+/-1,198
Speak English less than "very well"	6,035	+/-795
Other Indo-European languages:	5,624	+/-669

Speak English less than "very well"	2,038	+/-357
Chinese:	60,132	+/-2,011
Speak English less than "very well"	32,030	+/-1,537
Japanese:	17,909	+/-1,358
Speak English less than "very well"	9,036	+/-868
Korean:	95,725	+/-2,629
Speak English less than "very well"	62,343	+/-2,130
Mon-Khmer, Cambodian:	4,055	+/-762
Speak English less than "very well"	2,640	+/-493
Hmong:	313	+/-144
Speak English less than "very well"	101	+/-98
Thai:	11,635	+/-1,064
Speak English less than "very well"	7,458	+/-835
Laotian:	488	+/-188
Speak English less than "very well"	173	+/-76
Vietnamese:	16,872	+/-1,103
Speak English less than "very well"	9,487	+/-841
Other Asian languages:	10,505	+/-894
Speak English less than "very well"	3,743	+/-535
Tagalog:	90,644	+/-2,757
Speak English less than "very well"	28,698	+/-1,362
Other Pacific Island languages:	7,802	+/-694
Speak English less than "very well"	2,810	+/-444
Navajo:	81	+/-74
Speak English less than "very well"	0	+/-28
Other Native North American languages:	324	+/-188
Speak English less than "very well"	42	+/-43
Hungarian:	2,354	+/-411
Speak English less than "very well"	866	+/-218
Arabic:	16,950	+/-1,404
Speak English less than "very well"	6,580	+/-778
Hebrew:	18,623	+/-1,544
Speak English less than "very well"	3,901	+/-541
African languages:	9,108	+/-1,122
Speak English less than "very well"	2,626	+/-472
Other and unspecified languages:	3,522	+/-563
Speak English less than "very well"	1,655	+/-359

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates City of LA

The following maps detail the percentages of LEP population by LADOT Commuter Express or DASH route. The most prevalent languages spoken in each service area are listed in the map legend. When LADOT Transit originally developed this plan in 2012, it identified zip codes within its service area and used data from the 2000 US Census for its maps. LADOT Transit is currently redeveloping its maps to include its expanded service area using census tracts.



HOLLYWOOD AREA ROUTES

LEGEND

DASH & Commuter Express Routes

- DASH Beachwood Canyon
- DASH Fairfax
- DASH Hollywood Clockwise
- DASH Hollywood Counterclockwise
- DASH Hollywood/Wilshire
- DASH Larchmont Shuttle
- DASH Los Feliz
- DASH Wilshire Center/Koreatown Clockwise
- DASH Wilshire Center/Koreatown Counterclockwise
- Weekend Observatory Shuttle
- ... Commuter Express Routes 422, 423
- ... Commuter Express Route 534

Limited English Proficiency (LEP) Totals:

Population in Hollywood Area = 532,861

Population that speak English less than "very well" in Hollywood Area = 220,868

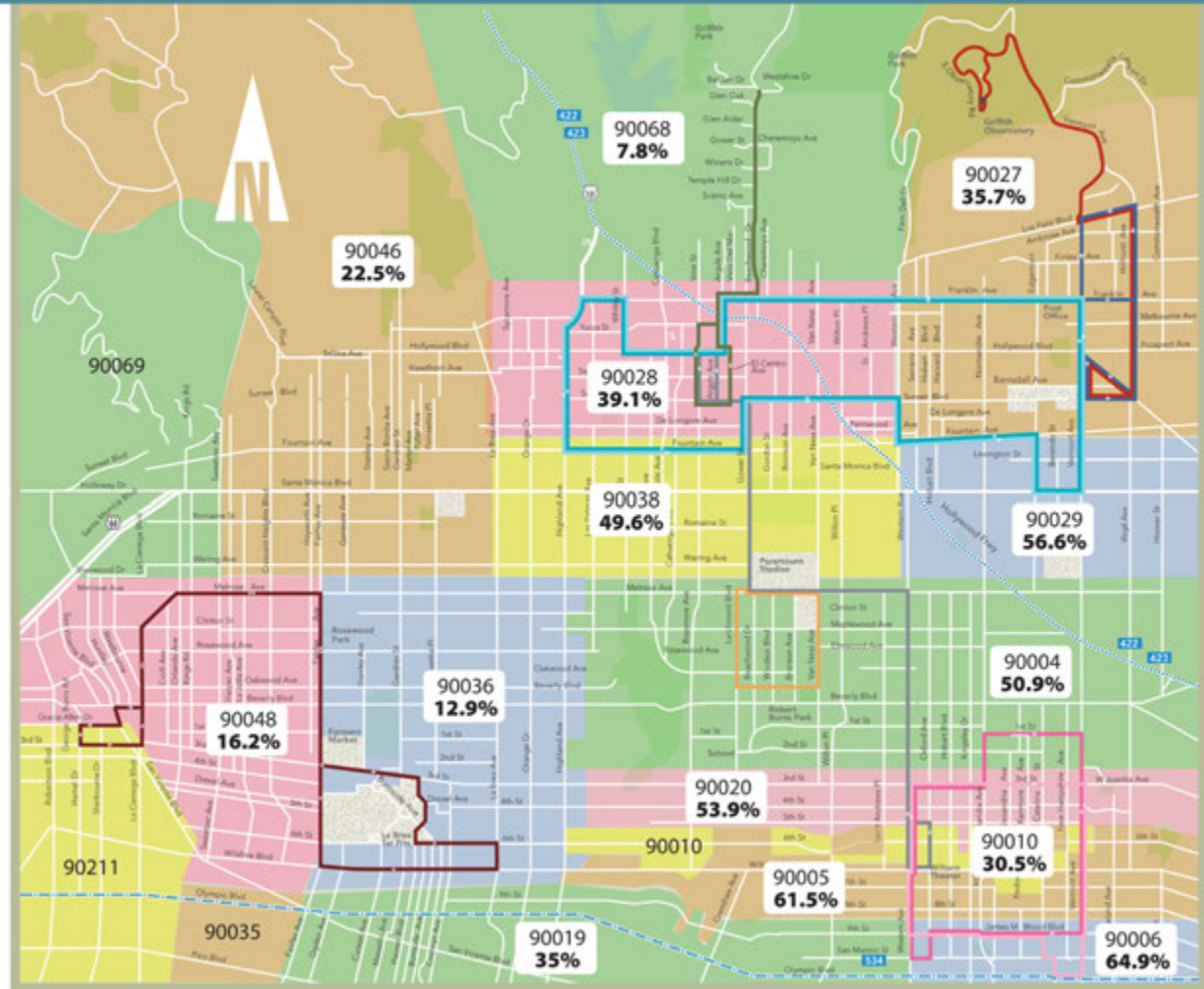
Most prevalent languages spoken by LEP Persons within this service area

(listed from greatest to least):

Spanish or Spanish Creole, Korean, Armenian, Tagalog, Russian, Japanese, Chinese, Persian, Thai, Vietnamese

**90046
22.5%**

The zip codes within the DASH and Commuter Express Service Area are graphically represented on the map and contain the corresponding total percentage of people, 5 years of age and older, defined by the U.S. Census Bureau as speaking English less than "very well."



NORTHEAST LOS ANGELES AREA ROUTES

LEGEND

DASH & Commuter Express Routes

- DASH Boyle Heights/East LA
- DASH DOWNTOWN
- Route A Little Tokyo, City West
- Route B Chinatown, Financial Dist.
- Route D Union Station, South Park
- DASH El Sereno/City Terrace
- DASH Highland Park/Eagle Rock
- DASH Lincoln Heights/Chinatown Clockwise
- DASH Lincoln Heights/Chinatown Counterclockwise
- ⋯ Commuter Express Routes

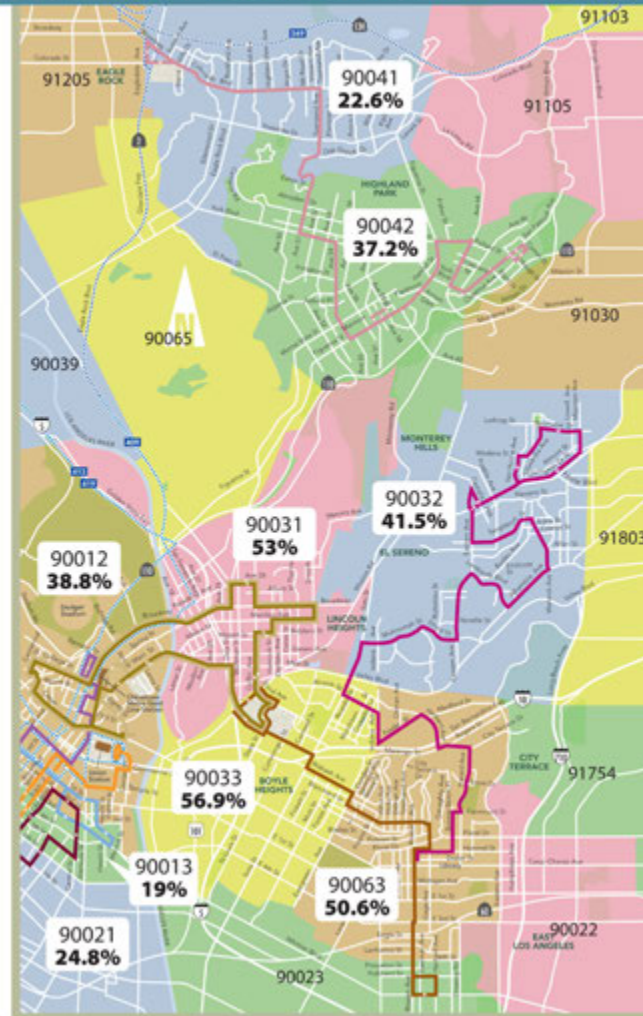
Limited English Proficiency (LEP) Totals:

Population in Northeast Los Angeles Area = **294,642**
 Population that speak English less than "very well" in
 Northeast Los Angeles Area = **129,060**

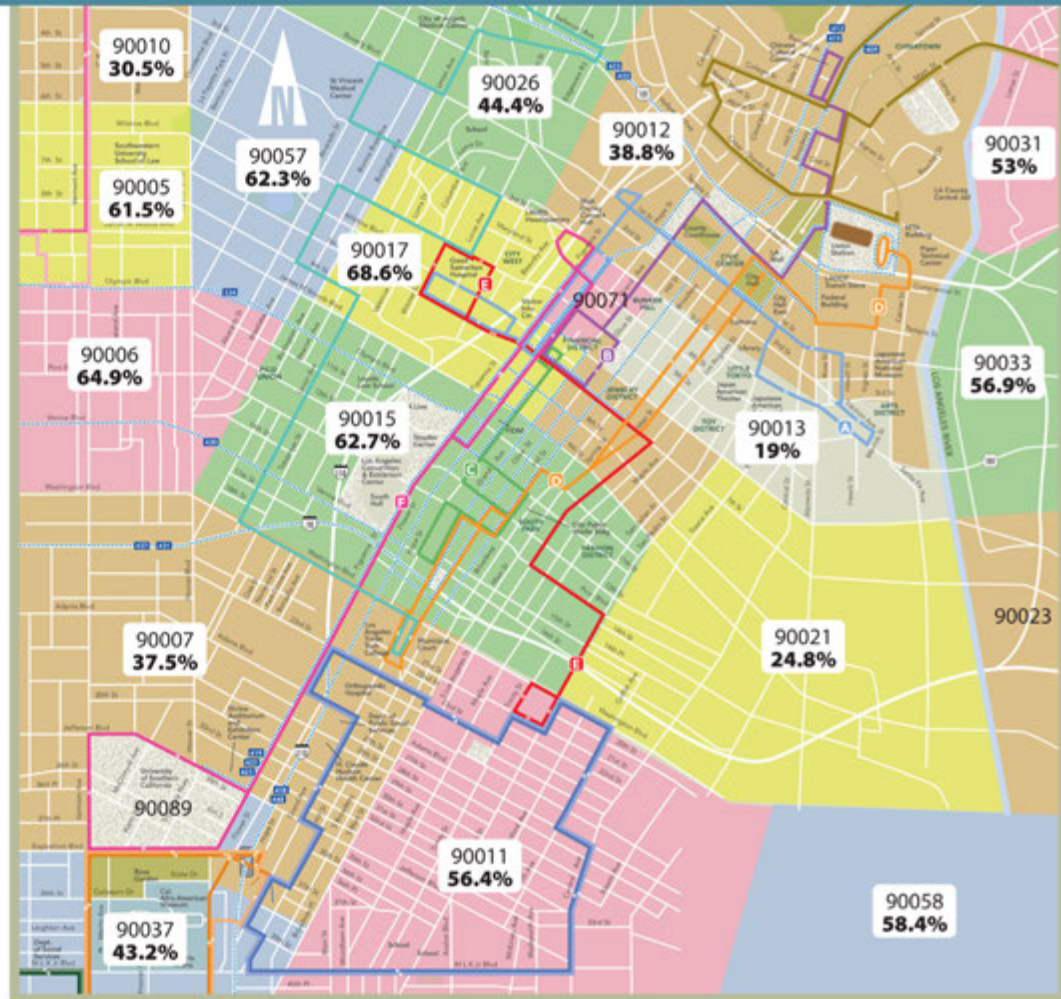
Most prevalent languages spoken by LEP Persons within
 this service area (listed from greatest to least):
 Spanish or Spanish Creole, Chinese, Tagalog, Vietnamese,
 Korean, Japanese, Mon-Khmer Cambodian

90012
38.8%

The zip codes within the DASH and Commuter Express
 Service Area are graphically represented on the map
 and contain the corresponding total percentage of
 people, 5 years of age and older, defined by the U.S.
 Census Bureau as speaking English less than "very well."



CENTRAL LOS ANGELES AREA ROUTES



SOUTH LOS ANGELES AREA ROUTES

LEGEND

DASH & Commuter Express Routes

- DASH Chesterfield Square
- DASH Downtown Route **E**
- DASH Downtown Route **F**
- DASH King East Clockwise
- DASH King East Counterclockwise
- DASH Leimert/Slauson Clockwise
- DASH Leimert/Slauson Counterclockwise
- Hyde Park Shuttle
- DASH Southeast Clockwise
- DASH Southeast Counterclockwise
- DASH Pueblo del Rio
- DASH Vermont/Main
- DASH Watts
- Commuter Express Routes 419, 422, 423
- Commuter Express Routes 438, 448

Limited English Proficiency (LEP) Totals:

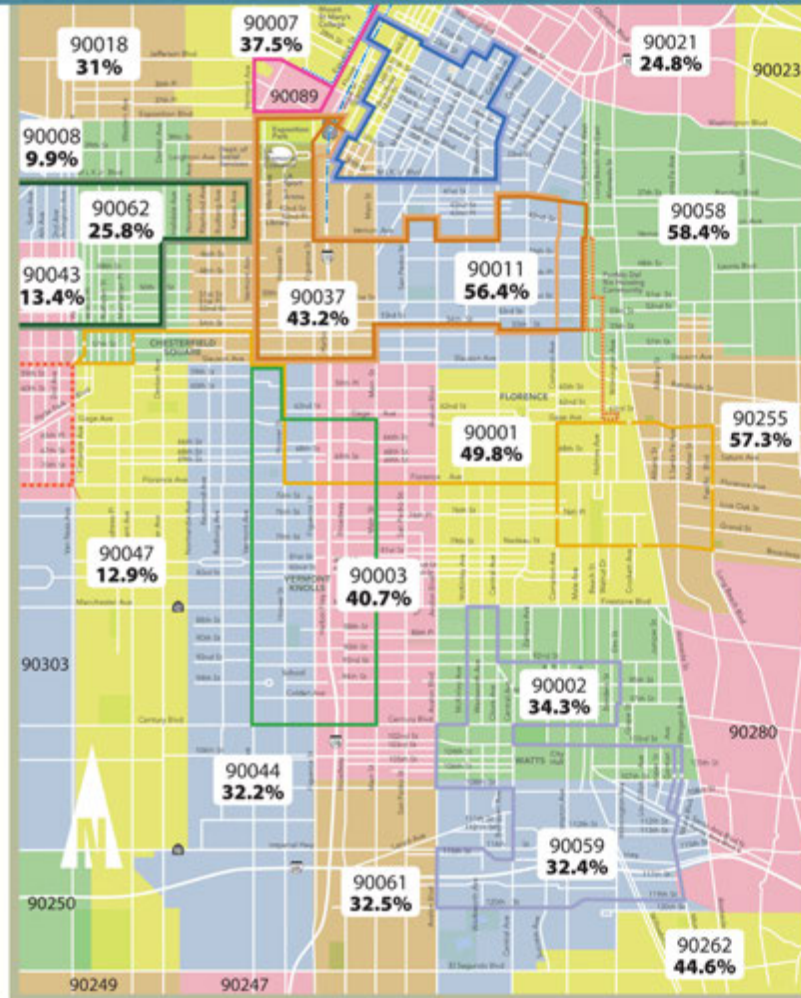
Population in South Los Angeles Area = **778,369**

Population that speak English less than "very well" in South Los Angeles Area = **294,806**

Most prevalent languages spoken by LEP Persons within this service area (listed from greatest to least):
Spanish or Spanish Creole, Chinese, Korean

90062
25.8%

The zip codes within the DASH and Commuter Express Service Area are graphically represented on the map and contain the corresponding total percentage of people, 5 years of age and older, defined by the U.S. Census Bureau as speaking English less than "very well."



SOUTHWEST LOS ANGELES AREA ROUTES

LEGEND

DASH & Commuter Express Routes

- DASH Chesterfield Square
- DASH Crenshaw Clockwise
- DASH Crenshaw Counterclockwise
- DASH Leimert/Slauson Clockwise
- DASH Leimert/Slauson Counterclockwise
- DASH Midtown
- DASH Southeast Clockwise
- DASH Southeast Counterclockwise
- DASH Vermont/Main
- ||||| Commuter Express Routes 430, 431, 437

Limited English Proficiency (LEP) Totals:

Population in Southwest Los Angeles Area = **516,753**

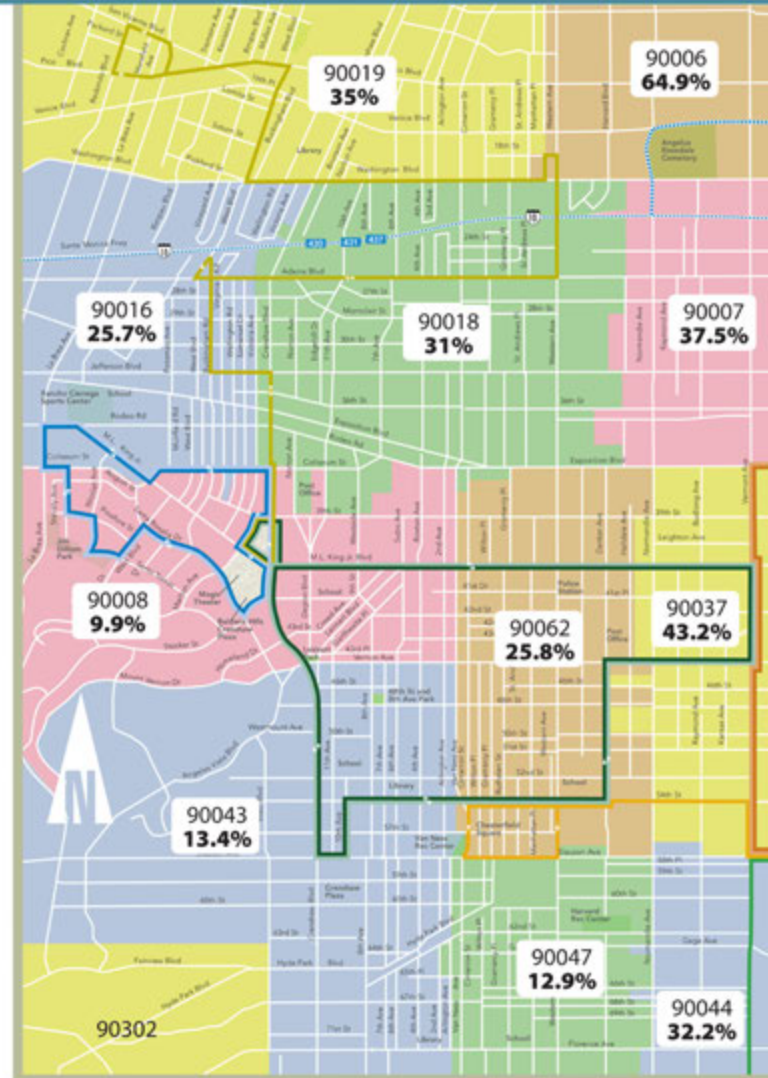
Population that speak English less than "very well" in Southwest Los Angeles Area = **166,520**

Most prevalent languages spoken by LEP Persons within this service area (listed from greatest to least):

Spanish or Spanish Creole, Korean, Tagalog, Chinese, Japanese, Vietnamese

90016
25.7%

The zip codes within the DASH and Commuter Express Service Area are graphically represented on the map and contain the corresponding total percentage of people, 5 years of age and older, defined by the U.S. Census Bureau as speaking English less than "very well."



LOS ANGELES HARBOR AREA ROUTES

LEGEND

DASH & Commuter Express Routes

- DASH San Pedro Route
- DASH Wilmington Clockwise Route
- DASH Wilmington Counterclockwise Route
- - - Commuter Express Route 142
- Commuter Express Route 448

Limited English Proficiency (LEP) Totals:

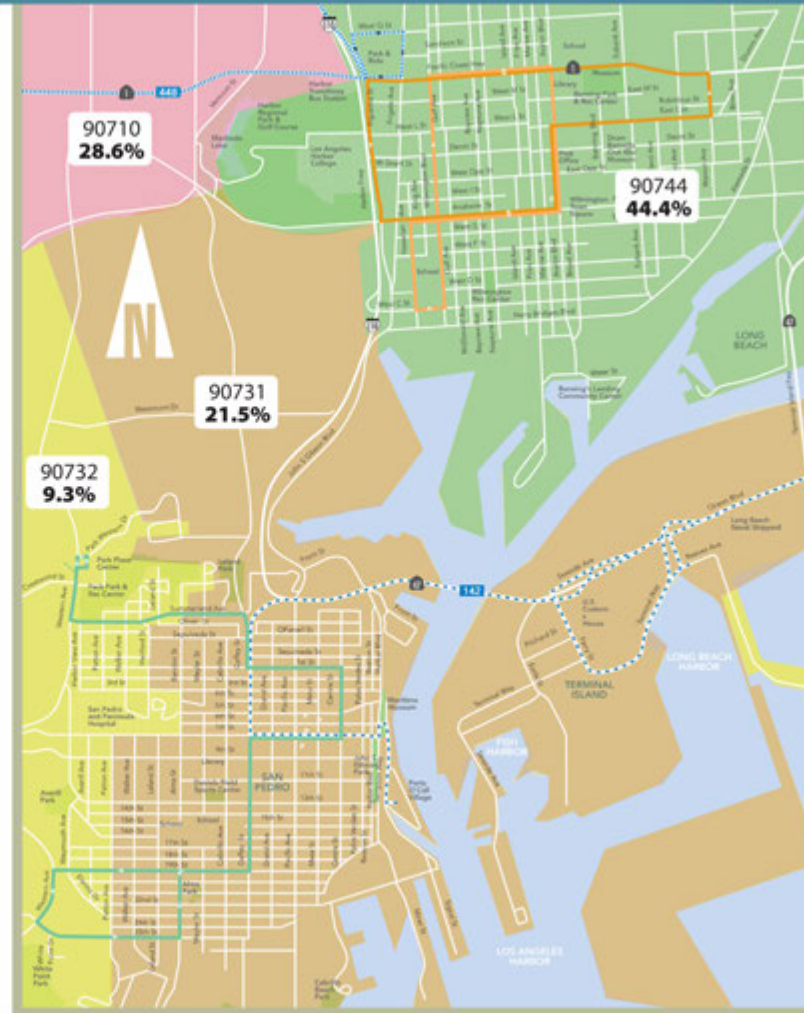
Population in Los Angeles Harbor Area = **144,957**

Population that speak English less than "very well" in Los Angeles Harbor Area = **41,300**

Most prevalent languages spoken by LEP Persons within this service area (listed from greatest to least):
Spanish or Spanish Creole, Tagalog, Korean

90731
21.5%

The zip codes within the DASH and Commuter Express Service Area are graphically represented on the map and contain the corresponding total percentage of people, 5 years of age and older, defined by the U.S. Census Bureau as speaking English less than "very well."



LADOT conducts onboard surveys every two to three years to identify ridership demographics as well as to identify those service characteristics that are most important to retaining the loyalty of existing riders. LADOT has executed these surveys since 1992.

The following charts depict the demographic findings/results from the last onboard survey completed by LADOT in 2016.

Table 3 – LADOT-DASH Onboard Surveys Demographic Findings 2016

	Beachwood Canyon	Boyle Hts/ East LA	Chesterfield Square	Crenshaw	El Sereno/ City Terrace
African American	8%	3%	13%	69%	2%
Asian American	4%	0%	0%	0%	4%
Caucasian	20%	1%	0%	0%	1%
Latino	65%	92%	86%	26%	90%
Native American	0%	1%	0%	0%	2%
Other	3%	2%	1%	5%	1%
	Fairfax	Highland Park/ Eagle Rock	Hollywood	Hollywood/ Wilshire	King-East
African American	14%	4%	9%	6%	8%
Asian	17%	13%	11%	11%	1%
Caucasian	31%	9%	12%	11%	2%
Latino	32%	68%	63%	68%	89%
Native American	2%	1%	1%	2%	0%
Other	3%	5%	4%	2%	0%
	Leimert/ Slauson	Lincoln Hts/ Chinatown	Los Feliz	Midtown	Northridge/ Reseda
African American	46%	1%	11%	25%	5%
Asian	2%	33%	9%	0%	7%
Caucasian	2%	5%	32%	1%	11%
Latino	50%	60%	43%	73%	72%
Native American	0%	0%	2%	0%	1%
Other	0%	1%	3%	1%	4%
	Panorama City/ Van Nuys	Pico Union/ Echo Park	Pueblo del Rio	San Pedro	Southeast
African American	3%	3%	23%	8%	15%
Asian	3%	3%	9%	4%	1%
Caucasian	3%	1%	0%	22%	0%
Latino	89%	91%	64%	64%	81%
Native American	1%	1%	0%	1%	0%
Other	1%	1%	4%	1%	4%
	Van Nuys/ Studio City	Vermont/ Main	Watts	Wilmington	Wilshire Ctr/ Koreatown
African American	6%	26%	42%	1%	5%
Asian	4%	0%	1%	1%	24%

Caucasian	17%	0%	5%	3%	3%
Latino	70%	70%	48%	95%	67%
Native American	1%	1%	0%	0%	2%
Other	2%	3%	4%	0%	1%
	DASH A	DASH B	DASH D	DASH E	DASH F
African American	12%	13%	16%	6%	18%
Asian	27%	28%	23%	6%	20%
Caucasian	17%	24%	15%	2%	13%
Latino	40%	30%	39%	85%	43%
Native American	2%	1%	1%	0%	1%
Other	2%	4%	6%	1%	5%

Table 4 – LADOT-CE Onboard Surveys Demographic Findings 2016

	Route 142	Route 409	Route 419	Route 422	Route 423	Route 431	Route 437
African American	30%	2%	6%	7%	6%	1%	9%
Asian	3%	34%	37%	6%	29%	29%	24%
Caucasian	21%	54%	31%	11%	45%	52%	43%
Latino	38%	8%	22%	71%	14%	14%	15%
Native American	3%	0%	0%	0%	1%	0%	0%
Other	2%	2%	5%	5%	5%	4%	9%
	Route 438	Route 448	Route 534	Route 549	Route 573	Route 574	
African American	11%	15%	15%	11%	8%	7%	
Asian	18%	32%	25%	27%	31%	31%	
Caucasian	50%	30%	35%	27%	28%	35%	
Latino	14%	20%	22%	31%	25%	23%	
Native American	1%	0%	1%	1%	1%	1%	
Other	6%	3%	2%	3%	6%	3%	

2. The frequency with which LEP persons come in contact with LADOT Transit programs, activities or services.

LADOT Transit serves a significant number of LEP persons daily via its Commuter Express, DASH, and Cityride services. LADOT Transit contracts for the provision of all of its transportation services and the private service contractors hire from the local labor pools that are predominately minorities, many of whom speak multiple languages.

LADOT Transit has made a sincere effort to reach out to the many LEP persons served by the city's transit service programs through grass roots outreach efforts, advertising in ethnic language newspapers, distributing route and schedule information and daily communications in the multiple languages spoken by the LADOT Transit service area. Those languages have included:

Spanish, Chinese, Japanese
Korean, Tagalog, Vietnamese
Thai, Armenian, Russian and Cambodian

Samples of some of the outreach materials are included in the appendix to this plan.

LADOT Transit maintains a Customer Service Center at the Los Angeles Mall Downtown. Most of the Customer Service Representatives at the LADOT Transit Customer Service Center speak both English and Spanish. The Customer Service Center handles more than 70,000 requests for information annually, of which 9,400 or 15.8% are Spanish-language requests for information.

The LADOT Transit Customer Service Center has a considerable amount of ‘walk-in’ traffic that includes persons with limited English proficiency. As personnel are predominantly bilingual (five speak Spanish and one speaks Tagalog), the Customer Service Center is able to respond to the needs of the majority of LEP persons who come into the store. LADOT Transit is currently redeveloping its response protocols to make accommodations through translation services to meet the needs of all LEP persons.

LADOT maintains a website, ladottransit.com, that offers travel planning as well as route and schedule information that can be translated into more than 50 languages.

Community outreach efforts are a regular part of LADOT Transit planning and marketing activities. In 2016, LADOT Transit launched a Mobile Sales Van and expanded its outreach team. The Mobile Sales Van and the outreach team bring customer service and transit information to riders and the general public at convenient locations throughout the LADOT Transit service area seven days a week. On average, LADOT Transit outreach annually visits more than 200 community-based locations, events, and meetings. These include schools, employment centers, libraries, faith and community-based organizations, farmers markets, hospital programs, senior centers, and ethnic organizations.

LADOT also communicates via email to hundreds of community-based and faith-based organizations on a regular basis regarding service and/or fare changes. A list of these organizations can be found in Appendix A to this plan.

3.The nature and importance of programs, activities or services provided by LADOT Transit to the LEP population.

A large portion of the riders of LADOT Transit services, especially Community DASH services, are transit dependent (low income without an auto available for their trips). The importance of LADOT Transit services are corroborated through the onboard research that the agency executes on a regular basis. Community DASH, as well as Downtown

DASH services provide work related transportation in addition to medical, shopping and school trips.

Trip Purpose 2016 – DASH Downtown

DASH Downtown	Rt. A	Rt. B	Rt. D	Rt. E	Rt. F
Work	61%	57%	70%	60%	57%
School	4%	1%	4%	4%	11%
Shopping	9%	7%	2%	15%	4%
Medical	4%	3%	4%	5%	6%
Social	11%	17%	9%	4%	9%
Personal Business	8%	7%	5%	5%	5%
Recreation	2%	2%	3%	2%	3%
Other	1%	4%	2%	1%	3%

Trip Purpose 2016 – Community DASH Routes

Community DASH Routes	Beachwood Canyon	Boyle Hts/ East LA	Chesterfield Square	Crenshaw	El Sereno/ City Terrace
Work	52%	22%	25%	24%	21%
School	3%	31%	21%	12%	44%
Shopping	12%	12%	20%	14%	18%
Medical	7%	17%	14%	18%	9%
Social	11%	3%	6%	2%	1%
Personal Business	3%	10%	8%	17%	4%
Recreation	5%	2%	0%	0%	0%
Other	0%	3%	4%	9%	2%
	Fairfax	Highland Park/Eagle Rock	Hollywood	Hollywood/ Wilshire	King-East
Work	43%	13%	49%	47%	29%
School	22%	4%	15%	15%	28%
Shopping	13%	68%	10%	10%	17%
Medical	20%	11%	4%	11%	9%
Social	1%	3%	8%	4%	4%
Personal Business	6%	3%	5%	2%	4%
Recreation	1%	0%	1%	2%	2%
Other	7%	1%	3%	2%	5%
	Leimert/ Slauson	Lincoln Hts/ Chinatown	Los Feliz	Midtown	Northridge/Reseda
Work	30%	24%	47%	27%	52%
School	14%	22%	11%	17%	10%
Shopping	21%	29%	12%	20%	10%
Medical	10%	11%	14%	12%	11%
Social	4%	3%	4%	3%	5%
Personal Business	12%	6%	7%	7%	7%
Recreation	1%	0%	2%	4%	1%
Other	3%	3%	2%	1%	2%

	Panorama City/ Van Nuys	Pico Union/ Echo Park	Pueblo del Rio	San Pedro	Southeast
Work	34%	51%	83%	25%	30%
School	38%	17%	13%	29%	24%
Shopping	12%	12%	0%	18%	15%
Medical	10%	12%	0%	12%	16%
Social	4%	2%	4%	6%	2%
Personal Business	7%	2%	0%	6%	7%
Recreation	0%	1%	0%	2%	1%
Other	3%	2%	0%	1%	4%
	Van Nuys/ Studio City	Vermont/ Main	Watts	Wilmington	Wilshire Ctr/ Koreatown
Work	51%	30%	30%	15%	27%
School	20%	30%	23%	20%	17%
Shopping	11%	17%	12%	33%	20%
Medical	3%	8%	8%	14%	12%
Social	2%	4%	2%	5%	7%
Personal Business	4%	4%	15%	6%	7%
Recreation	1%	1%	2%	1%	1%
Other	3%	0%	7%	3%	4%

Commuter Express services are operated between suburban residential areas and employment centers. These routes have limited stops and utilize freeways to transport workday commuters.

Trip Purpose 2016 – Commuter Express Routes

Commuter Express	Rt. 142	Rt. 409	Rt. 419	Rt. 422	Rt. 423	Rt. 431	Rt. 437
Work	41%	97%	99%	89%	96%	89%	90%
School	13%	0%	0%	4%	1%	8%	4%
Shopping	1%	0%	0%	0%	1%	0%	0%
Medical	2%	2%	9%	2%	0%	3%	3%
Social	5%	0%	0%	0%	0%	0%	1%
Personal Business	3%	1%	1%	3%	2%	0%	0%
Other	1%	0%	0%	2%	0%	0%	0%
	Rt. 438	Rt. 448	Rt. 534	Rt. 549	Rt. 573	Rt. 574	
Work	95%	100%	100%	88%	95%	98%	
School	2%	0%	0%	3%	4%	0%	
Shopping	0%	0%	0%	1%	0%	0%	
Medical	3%	0%	0%	1%	1%	0%	
Social	1%	0%	0%	0%	0%	0%	
Personal Business	1%	0%	0%	4%	0%	0%	
Other	2%	0%	0%	2%	0%	2%	

LADOT's Cityride program is one of the largest voluntary paratransit programs in the United States. This program provides essential dial a ride, taxi and bus passes to seniors

and those who are mobility challenged. While not an Americans with Disabilities Act compliant service, Cityride provides services that are important to the mobility of many City of Los Angeles residents who live in areas with high LEP populations.

4. The resources available to LADOT and overall cost to provide LEP assistance.

LADOT has not directly assessed the resources it allocates to LEP assistance, however, based upon the large number of LEP persons in the Department's service area and the dominance of its services in areas with large LEP populations, LADOT already allocates a significant portion of its resources to LEP populations. LADOT has estimated its annual expenditures below.

LADOT's estimated average annual expenditures for communicating to LEP persons is as follows:

1. Transit Store Operation-Bilingual customer service agents: \$572,000
2. Translation Services: \$6,625.61
3. Production and Printing of Multilingual Information: \$275,970 in production costs and \$315,000 in printing costs
4. Outreach Efforts: \$154,185
5. Multilingual Advertising: \$8,651

In addition to transit services, LADOT Transit Customer Service operations provide multilingual services to LEP populations- currently by phone, online, by mail, and through in-person contacts. LADOT Transit already develops collateral materials, such as Rider Alerts, and its onboard surveys in languages tailored to the population of each route's catchment area. In 2016, LADOT Transit received LEP surveys back at the following levels:

	Commuter Express	DASH Downtown	Community DASH
TOTAL	2497	2997	6002
English	2296 (92%)	2225 (74%)	3332 (55%)
Armenian	0	0	3 (<1%)
Chinese	0	0	23 (<1%)
Hebrew	1 (<1%)	0	0
Korean	0	3 (<1%)	1 (<1%)
Russian	0	0	1 (<1%)
Spanish	200 (8%)	769 (26%)	2638 (44%)

Surveys were also provided in Japanese, Tagalog, Thai, and Vietnamese, but no responses were collected for those languages in 2016.

LIMITED ENGLISH PROFICIENCY PLAN

There are five tasks that make up LADOT Transit's LEP Plan:

1. Identifying LEP Persons Who Require Language Assistance
2. Language Assistance Measures
3. Training of LADOT and Service Contractor Staffs
4. Providing Notice to LEP Persons
5. Disseminating, Monitoring and Updating the LEP Plan

1. Identifying LEP persons who require language assistance

LADOT Transit will identify LEP persons who need language assistance by the following means:

- The LADOT Transit Customer Service Center maintains records of those seeking assistance in languages other than English and Spanish, which is currently provided. LADOT will contact these individuals to determine if they need further information.
- When LADOT Transit makes a presentation, holds an outreach meeting or attends an event, the staff person attending the meeting engages attendees in conversation to informally gauge each attendee's ability to speak and understand English.
- LADOT Transit will utilize U.S. Census Bureau *Language Identification Flashcards* available at all meetings, events and outreach sessions. LEP Persons who identify a language outside of English and Spanish may be accommodated based upon the feasibility of providing written translation service and/or oral interpretation assistance. LADOT Transit will collect these cards and determine what additional language needs require accommodation at future meetings.
- LADOT Transit will place *Language Identification Flashcards* on all of its transit fleet to assist coach operators and street supervisors in identifying the language needs of passengers. When bus drivers encounter riders with limited English proficiency, the operators will be instructed as part of their ongoing training to obtain contact information from the rider for LADOT Transit. Customer Service will then contact these riders to determine whether they need further information.
- LADOT Transit will also use *Language Identification Flashcards* to support LEP persons contacting LADOT Transit online so that an individual can communicate their primary language to staff members. LADOT Transit staff can then use that information to provide language assistance to the LEP person.
- LADOT Transit has identified Community and Faith-Based Organizations, Chambers of Commerce, as well as Multi-Purpose Centers to support its outreach efforts to LEP persons. The full list of these resources is contained in the appendix of this LEP Plan. LADOT Transit will contact each of these organizations and develop LEP outreach efforts.

2. Language Assistance Measures

LADOT Transit currently provides language assistance through oral, written and online methods. LADOT Transit wishes to continually expand its language assistance capabilities and will do so by the following means:

- LADOT Transit will continue to expand its outreach efforts with the collaboration of community-based organizations and social service agencies to provide transit information to LEP persons. In addition to the current activities with Latino Literacy and LAUSD, LADOT Transit will identify other groups through which to provide information to individuals with limited English proficiency.
- LADOT Transit will continue to provide Spanish language and other language interpretation at all outreach events when requested. When outreach events are held in communities with other language needs, LADOT Transit will make the necessary accommodations with the assistance of community-based organizations, social service agencies and the offices of the Los Angeles City Council.
- LADOT Transit will continue to place notices in its outreach materials, on its website and on buses stating that interpreter services may be made available for meetings with a reasonable ten-day notice.
- LADOT Transit will survey its service contractors on an annual basis to determine the experiences of their front-line personnel concerning contacts or requests from LEP riders.
- LADOT Transit will provide *Language Identification Flashcards* at the Customer Service Center, on all vehicles in the fleet, at the LADOT Transit Bureau Office, and each street supervisor will carry a supply.
- The LADOT Title VI Policy is already posted on the LADOT website, in schedule brochures and a Title VI message is posted in every vehicle in the fleet. The website also provides downloadable claim forms in ten languages other than English. LADOT Transit will continue to identify methods to communicate its Title VI Policy to the public. Once approved, this LEP Plan will be posted on the LADOT Transit website.
- LADOT Transit will encourage its private service contractors to recruit bus drivers and other service personnel who speak the top ten non-English languages identified in this LEP Plan. LADOT Transit will provide assistance to the service providers in the identification of the language requirements of LEP persons and where these persons are congregated in the LADOT Transit service area.
- LADOT Transit will also utilize the LEP Plan to determine supplemental language requirements to be used in the promotion of its transit services.

3. Training of LADOT Transit and Service Contractor Staffs

LADOT Transit is unique in that the agency contracts for the provision of all of its transit services as well as its primary customer service functions at its Customer Service Center. These personnel have the most immediate and frequent contact with LEP persons and

are the gateway to providing meaningful access to LADOT Transit services for these LEP persons. LADOT Transit will implement the following training activities:

- Develop and have the service contractors implement a curriculum that deals with Title VI/LEP requirements and how personnel should address the needs of LEP persons.
- Ensure that all contractor service and all LADOT Transit Bureau personnel have a description as well as a good understanding of the agency's LEP Plan and the language assistance services available.
- Provide contractor personnel with specific procedures to be followed and tools/resources to use when encountering an LEP. These procedures and a list of tools/resources will be permanently displayed in Bus Driver Rooms.
- Instruct all contractor service personnel on the use of *Language Identification Flashcards* as well as how to route these cards to LADOT Transit for processing.
- LADOT Transit will monitor the effectiveness and efficiency of all training activities on an annual basis.

4. Providing Notice to LEP Persons

LADOT Transit already accommodates many of the needs of LEP persons through its customer service function, through collateral materials printed in multiple languages, advertising in minority newspapers in multiple languages and online through an online translation feature. LADOT Transit will continue to evaluate the effectiveness of these means of notification as well as to explore these additional methods for notification:

- The existing Customer Service Center Interactive Voice Response System or IVR currently provides caller prompts in English and Spanish. LADOT Transit will evaluate the utility of adding other languages based upon demand and cost.
- LADOT Transit currently provides printed information in Spanish and English and when necessary in multiple other languages. LADOT Transit will continue to monitor the needs of LEP persons to determine if these offerings should be expanded to include other languages. LADOT Transit will utilize the maps contained in this plan for the purpose of determining language needs in its service area.
- LADOT Transit will continue to utilize the services of a professional translation services to ensure that vital documentation is provided in required languages so as to make certain that LEP persons have access to the agency's services.
- LADOT Transit will continue to provide information in multiple languages regarding its non-discrimination policies, especially Title VI, as well as information regarding the process to file a formal complaint on every vehicle in the fleet and on the ladottransit.com website. This information will also be made available at the Customer Service Center and at every outreach meeting.

- When appropriate, LADOT Transit will place a tagline in printed materials and at public meetings and outreach sessions that it will make reasonable accommodations to translate materials into requested languages.

5. Disseminating, Monitoring and Updating the LEP Plan

LADOT Transit will disseminate its LEP Plan to riders, community-based organizations, social service agencies, and to the general public to ensure that LEP persons understand how and where they can access information about the agency's transit service programs. LADOT Transit wishes to determine the effectiveness of its LEP Plan and to regularly update the plan to better meet the needs of people with limited English proficiency. To achieve these ends, LADOT Transit will take the following measures:

- The LEP Plan will be posted on the ladottransit.com website in a PDF format to allow for easy access to the document for reading or printing.
- LADOT Transit will publicize the availability of the LEP Plan on buses and on the website.
- The LEP Plan will be emailed to community-based and faith-based organizations, social service agencies and other advocacy groups and interests.
- LADOT Transit will send copies of the plan upon request to any individual or group.
- LEP individuals may request and will receive a copy of the LEP Plan in any language requested,
- LADOT Transit will update this plan and all its elements periodically as ridership and US Census data is made available.
- LADOT Transit will monitor for the purpose of recording and reporting the number of LEP persons encountered on an annual basis onboard buses via flash card receipts, at meetings, through contacts at the Customer Service Center and through the agency's ongoing outreach efforts.
- LADOT Transit will determine how the needs of LEP persons have been met by contacting a representative sample of this population each year.
- The effectiveness of local language programs will be assessed to determine if they met the requirements of LEP persons.
- LADOT Transit will determine if its service contractors are fully complying with the requirement of the LEP Plan and will incorporate language into future Requests for Proposals and contracts.
- LADOT Transit will utilize its complaint system to determine if the agency has received complaints about its responsiveness to LEP needs.
- LADOT Transit will include more detailed questions relative to the needs of LEP persons in all future onboard surveys.
- LADOT Transit will determine on an annual basis if the agency's financial resources are sufficient to fund the language assistance services required by LEP persons in its service area.

Questions or comments regarding the LADOT LEP Plan should be submitted to:

***Martha.D'Andrea, Title VI Liaison
City of Los Angeles Department of Transportation (LADOT)
100 South Main Street, Floor 10
Los Angeles, California 90012
Phone 213 928 9769
Email: martha.d'andrea@lacity.org***

ATTACHMENT A*Los Angeles Organizations for Outreach Support*

Community and Faith-Based Organizations	
African American Unity Center 944 West 53 rd St Los Angeles, CA 90037 323-789-7300	Islamic Center of So. California in LA 434 S. Vermont Ave Los Angeles, CA 90020 213-382-9200
Center for the Pacific Asian Family 544 N. Fairfax Ave, Suite 108 Los Angeles, CA 90036 323-653-4045	Jewish Family Services 6505 Wilshire Blvd, Suite 500 Los Angeles, CA 90048 213-389-6755
Central City East Association 725 Crocker St Los Angeles, CA 90021 213-228-8484	Korean American Family Service Center 3727 West 6 th St, Suite 320 Los Angeles, CA 90020 213-389-6755
Chinatown Service Center 767 N. Hill St, Suite 400 Los Angeles, CA 90012 213-808-1700	Korean American Federation of Los Angeles 981 S. Western Ave, Suite 401 Los Angeles, CA 90006 213-389-6755
Coalition for Humane Immigrant Rights of Los Angeles 2533 West 3 rd St Los Angeles, CA 90057 213-353-1333	Korean Cultural Center 5055 Wilshire Blvd Los Angeles, CA 90036 323-936-7141
Community Family Center 19100 Parthenia St Northridge, CA 91324 818-882-2782	Korean Youth & Community Center 3727 West 6 th St, Suite 300 Los Angeles, CA 90020 213-365-7400
Concerned Citizens for South Central Los Angeles (CCSCLA) 4707 South Central Ave Los Angeles, CA 90011 323-846-2500	LA Urban League 3450 Mount Vernon Los Angeles, CA 90008 323-299-9660
Croatian Cultural Center of LA 510 West 7 th St San Pedro, CA 90731 310-833-0103	LA Works, Inc 570 W. Ave 26, Suite 400 Los Angeles, CA 90065 323-224-6510
Emergency Networks of LA 501 Shatto, #110 Los Angeles, CA 90020 213-629-1974	Little Tokyo Koban & Visitor's Center 307 E. 1 st St Los Angeles, CA 90189 213-613-1911
FAME 1968 West Adams Blvd Los Angeles, CA 90018 323-730-7700	Little Tokyo Service Center 231 E. Third St., G-106 Los Angeles, CA 90013 213-473-3030
Families in New Directions 3756 Santa Rosalia Dr, #213 Los Angeles, CA 90008 323-293-2646	National Association for Hispanic Elderly 1450 W Temple St, Suite 100 Los Angeles, CA 90026 213-202-5900

Civic and Faith-Based Organizations cont.	
ONE Generation Senior Enrichment Center 18500 Victory Blvd Reseda, CA 91335 818-705-2345	Traveler's Aid 566 S. San Pedro Los Angeles, CA 90013 213-468-2500
Operation HOPE 707 Wilshire Blvd, Suite 3030 Los Angeles, CA 90017 213-891-2900	Watts/Century Latino Organization 10360 Wilmington Avenue Los Angeles, CA 90002 323-564-9140
Sunrise Community Counseling Center 537 So. Alvarado St Los Angeles, CA 90057 213-207-2770	WLCAC 10950 S. Central Ave. Watts, CA 90059 323-563-5639
Thai Community Development Center 6376 Yucca St, Suite #B Los Angeles, CA 90028 323-468-2555	
Chambers of Commerce	
American Indian Chamber of Commerce 555 W. 5 th St Los Angeles, CA 90013 213-996-8457	Echo Park Chamber of Commerce PO Box 26282 Los Angeles, CA 90026 213-630-3032
Boyle Heights Chamber of Commerce 5269 E. Beverly Blvd Los Angeles, CA 90022 323-888-2685	Encino Chamber of Commerce 4933 Balboa Blvd Encino, CA 818-789-4711
Chinese Chamber of Commerce 977 N. Broadway, #E Los Angeles, CA 90012 213-617-0396	Historic Filipinotown Chamber of Commerce 2001 W. Beverly Blvd Los Angeles, CA
Century City Chamber of Commerce 2029 Century Park E. Los Angeles, CA 90067 310-553-2222	Hollywood Chamber of Commerce 7018 Hollywood Blvd Hollywood, CA 90028 323-469-2605
Crenshaw Chamber of Commerce 3860 Crenshaw Blvd Los Angeles, CA 90008 323-293-2900	Japanese Chamber of Commerce 244 San Pedro St Los Angeles, CA 90012 213-626-3067
Eagle Rock Chamber of Commerce PO Box 41354 Eagle Rock, CA 90041 323-257-2197	Korean Chamber of Commerce 3435 Wilshire Blvd., #2450 Los Angeles, CA 90010 213-480-1115
East LA Chamber of Commerce 4716 E. Cesar Chavez Ave Los Angeles, CA 90022 323-265-2005	Korean-American Chamber of Commerce 540 E. Jefferson Blvd Los Angeles, CA 90011 562-426-2070

Chambers of Commerce cont.	
LA Metro Hispanic Chambers of Commerce 3435 Wilshire Blvd., #2700 Los Angeles, CA 90010 213-739-7016	North Valley Chamber of Commerce 9401 Reseda Blvd, #100 Northridge, CA 914324 818-349-5676
Lincoln Heights Chamber of Commerce 2716 North Broadway Los Angeles, CA 90031 323-221-6571	San Pedro Chamber of Commerce 390 W. 7 th St San Pedro, CA 90731 310-832-7272
Los Angeles Chamber of Commerce 350 South Bixel St Los Angeles, CA 90017 213-580-7500	Studio City Chamber of Commerce 4024 Radford Ave, Ed 2, Suite F Studio City, CA 91604 818-655-5916
North Valley Chamber of Commerce 9401 Reseda Blvd, #100 Northridge, CA 914324 818-349-5676	Wilmington Chamber of Commerce 544 North Avalon Blvd Wilmington, CA 90744 310-834-8586
Multi-Purpose Centers	Area of Service by Zip Code
Cityride Area 1	
Bernardi MPC 6514 Sylmar Ave Van Nuys, CA 91401 818-997-8941	Serves: 91040
East Valley MPC 5000 Colfax Ave North Hollywood, CA 91601 818-766-5165	Serves: 91601
Northeast Valley MPC 11300 Glenoaks Blvd Pacoima, CA 91331 818-834-6100	Serves: 91402
Robert M. Wilkinson MPC 8956 Vanalden Ave Northridge, CA 91324 818-756-7741	Serves: 91305, 91306, 91311, 91324
Valley Senior Services & Resource Center 18255 Victory Blvd Reseda, CA 91335 818-705-2345	Serves: 91303, 91304, 91306, 91307, 91316
Cityride Area 2	
Felicia Mahood MPC 11338 Santa Monica Blvd Los Angeles, CA 90025 310-231-0369	Serves: 90024, 90025, 90034, 90035, 90048, 90278, 90291, 90292, 90402, 90405
Freda Mohr MPC 330 N. Fairfax Ave Los Angeles, CA 90036 323-937-5900	Serves: 90010, 90019, 90020, 90024, 90034, 90035, 90036, 90046, 90048, 90049, 90064, 90067, 90069, 90077, 90210

Multi-Purpose Centers	Area of Service by Zip Code
Cityride Area 2 cont.	
People Coordinated Services MPC 5133 S. Crenshaw Blvd Los Angeles, CA 90043 323-294-5226	Serves: 90008, 90016, 90018, 90043, 90045, 90047, 90066, 90094, 90230, 90245, 90247, 90293
Hollywood MPC 1360 N. St Andrews Place Los Angeles, CA 90028 323-957-3900	Serves: 90004, 90026, 90027, 90028, 90029, 90036, 90038, 90039, 90068
International Institute of LA 435 S. Boyle Ave Los Angeles, CA 90033 323-264-6210	Serves: 90023, 90030, 90031, 90032, 90033, 90041, 90042, 90063, 90065
Single Room Occupancy Hotel Corp 517 S. San Julian St Los Angeles, CA 90013 213-229-9672	Serves: 90013, 90021
St Barnabas MPC 675 S. Carondelet St Los Angeles, CA 90057 310-388-4444	Serves: 90004, 90005, 90006, 90010, 90012, 90013, 90014, 90015, 90017, 90020, 90026, 90039, 90057, 90071
Cityride Area 3	
Delta Sigma Theta Life Development Inc 2528 West Blvd Los Angeles, CA 90016 323-735-5799	Serves: 90006, 90016, 90018, 90088
Bradley MPC 10957 S. Central Ave Los Angeles, CA 90059 323-563-5639	Serves: 90001, 90002, 90003, 90044, 90047, 90059, 90061, 90248
Teresa Lindsay MPC 429 E. 42 nd Place Los Angeles, CA 90011 323-846-1920	Serves: 90007, 90011, 90012, 90013, 90014, 90021, 90037, 90044, 90058, 90062
Wilmington Jaycees Foundation Inc 1371 N. Eubank Ave Wilmington, CA 90744 310-518-4533	Serves: 90247, 90248, 90501, 90502, 90710, 90717, 90731, 90732, 90744, 90810

ATTACHMENT B

Samples of Multilingual Publications

Car Cards-Spanish & English



PASES DE METRO PARA DASH
TERMINA EL 30 DE JULIO 2017

El uso de los pases de Metro en TAP para las tarifas de DASH termina el 30 de junio de 2017.

- Los pases de Metro de TAP ya no serán aceptados.
- DASH sólo aceptará tarjetas TAP cargadas con pases de DASH, pases de LADOT, pases de EZ Transit o valor de agregado (efectivo).

LADOT
TRANSIT

LADOTTRANSIT.COM (213, 310, 323 o 818) 808-2273



METRO PASS FOR DASH
ENDS JUNE 30, 2017

Using Metro passes on TAP for DASH fares ends June 30, 2017.

- Metro passes on TAP will no longer be accepted.
- DASH will only accept TAP cards loaded with DASH passes, LADOT passes, EZ Transit passes or stored value (cash).

LADOT
TRANSIT

LADOTTRANSIT.COM (213, 310, 323 or 818) 808-2273



**AVISO DE AUDIENCIAS PÚBLICAS PARA DISCUTIR LAS PROPUESTAS DE CAMBIOS Y ADICIONES
A LOS SERVICIOS DASH, COMMUTER EXPRESS, CITYRIDE, Y LAS POLÍTICAS DEL TÍTULO VI**

El Grupo de Transit del Departamento de Transporte de la Ciudad de Los Ángeles (LADOT Transit) tendrá audiencias públicas para discutir las propuestas de cambios y adiciones a los servicios DASH, Commuter Express, y Cityride, y políticas de Título VI. Las audiencias públicas se celebrarán en toda el Área de servicio de LADOT Transit, en los siguientes lugares y fechas:

SÁBADO, 20 DE AGOSTO • 1-2PM

Robert M. Wilkinson Multi-Purpose Center
8956 Vanalden Ave, Northridge, 91324

MIÉRCOLES, 24 DE AGOSTO • 6-7PM

Felicia Mahood Multipurpose Center
11338 Santa Monica Blvd, Los Angeles, 90025

LUNES, 22 DE AGOSTO • NOON-1PM

Caltrans Building, Conference Room 01.037
100 South Main St, Los Angeles, 90012

LUNES, 29 DE AGOSTO • 6-7PM

San Pedro Library, Community Room
931 South Gaffey St., San Pedro, 90731

LUNES, 22 DE AGOSTO • 6-7PM

Constituent Service Center
8475 South Vermont Ave, Los Angeles, 91324

MARTES, 30 DE AGOSTO • 6-7PM

Hollywood Recreation Center
1122 Cole Avenue Los Angeles, 90038

MARTES, 23 DE AGOSTO • 6-7PM

Glassell Park Senior and Community Center
3750 Verdugo Road, Los Angeles, 90064

MIÉRCOLES, 31 DE AGOSTO • 6-7PM

Marvin Braude Constituent Service Center,
Room 1A
6262 Van Nuys Blvd., Van Nuys, 91401

CONTINUES ON REVERSE



סקר נוסעים ב-2016 COMMUTER EXPRESS

מידי פעם ל.ד.ג.ת. מבקש מנוסעי קומיוטר אקספרס למלא סקר על איכות השירות. LADOT רוצה לדעת איך את/ה משתמש בשירות ומה על ל.ד.ג.ת. לעשות כדי לשפר את השירות. כל התשובות יישמרו באופן אנונימי

1. באיזה קו של "קומיוטר אקספרס" אתה נוסע עכשיו?
מספר הקו _____
2. כמה זמן את/ה נוסע/ת בקומיוטר אקספרס?

<input type="radio"/> פחות מחודש	<input type="radio"/> שנה עד שנתיים
<input type="radio"/> חודש עד שישה חודשים	<input type="radio"/> משנתיים עד חמש שנים
<input type="radio"/> שבעה חודשים עד שנה	<input type="radio"/> יותר מחמש שנים
3. כמה פעמים בשבוע בדרך כלל אתה נוסע במסלול זה?
נא סמן אחת.

<input type="radio"/> חמישה ימים או יותר	<input type="radio"/> יום עד יומיים
<input type="radio"/> ארבעה ימים	<input type="radio"/> פחות מפעם בשבוע
<input type="radio"/> שלושה ימים	<input type="radio"/> נוסע בפעם הראשונה
4. מה מטרת הנסיעה שלך היום?

<input type="radio"/> עבודה	<input type="radio"/> חברתית
<input type="radio"/> לימודים	<input type="radio"/> עסקים אישיים
<input type="radio"/> קניות	<input type="radio"/> אחר
<input type="radio"/> רפואית	
5. אחרי שעזבת את ביתך הבוקר כיצד הגעת אל תחנת קומיוטר אקספרס?

<input type="radio"/> בהליכה, כמה רחובות? _____	<input type="radio"/> בהסעה על ידי אדם אחר
<input type="radio"/> בנהיגה	<input type="radio"/> באופניים
<input type="radio"/> במעבר מתחנת שירות אחרת. איזה?	
<input type="radio"/> בקו אחר של קומיוטר אקספרס	<input type="radio"/> בשרות אוטובוס אחר
<input type="radio"/> באוטובוס של מטרו (MTA)	<input type="radio"/> מטרולינק
<input type="radio"/> מטרו: קו אדום, ירוק, כחול, זהב, כתום, סגול, אקספו וכסף	<input type="radio"/> DASH
6. אם נהגת לתחנת האוטובוס היום והתנית את מכוניתך, האם מצאת חניה?

<input type="radio"/> בקלות רבה	<input type="radio"/> בקושי רב
<input type="radio"/> בקלות בינונית	<input type="radio"/> לא מצאת
7. בנסיעתך חזרה בקומיוטר אקספרס, איך הגעת לתחנת האוטובוס של קומיוטר אקספרס?

<input type="radio"/> בהליכה, כמה רחובות? _____	<input type="radio"/> בנסיעה על ידי אדם אחר
<input type="radio"/> בנהיגה	<input type="radio"/> באופניים
<input type="radio"/> במעבר מתחנת שירות אחרת. איזה?	
<input type="radio"/> בקו אחר של קומיוטר אקספרס	<input type="radio"/> בשרות אוטובוס אחר
<input type="radio"/> באוטובוס של מטרו (MTA)	<input type="radio"/> מטרולינק
<input type="radio"/> מטרו: קו אדום, ירוק, כחול, זהב, כתום, סגול, אקספו וכסף	<input type="radio"/> דש
8. האם יש ברשותך כרטיסיית TAP?

<input type="radio"/> כן	<input type="radio"/> לא
--------------------------	--------------------------
9. האם אתה מודע לקיומה של אפליקציית "LA MOBILE" כדי לשלם את דמי הנסיעה?

<input type="radio"/> כן	<input type="radio"/> לא
--------------------------	--------------------------
10. האם המעסיק שלך משתתף בחלק מהוצאות הנסיעה שלך?

<input type="radio"/> כן	<input type="radio"/> לא
<input type="radio"/> לא מתאים	
11. מדוע אתה משתמש בקומיוטר אקספרס בנסיעה זאת?
סמן את כל התשובות המתאימות.

<input type="radio"/> אין ברשותי רכב לנסיעה זו	<input type="radio"/> נסיעה באוטובוס זולה יותר
<input type="radio"/> לא אוהב/ת לנהוג בתנועה	<input type="radio"/> מנהיגה
<input type="radio"/> לא יכול/ת לנהוג	<input type="radio"/> ניצול זמן הנסיעה ביעילות
<input type="radio"/> אחר, פרט בבקשה	
12. לוח זמן הגעת האוטובוס זמין למסלולי הנסיעה של קומיוטר אקספרס. האם השתמשת בשירות הזה?

<input type="radio"/> כן	<input type="radio"/> לא
--------------------------	--------------------------
- אם השתמשת בשירות זה, נא דרג לפי שביעות רצונך:

<input type="radio"/> מאוד מרצה	<input type="radio"/> מרצה חלקית
<input type="radio"/> מרצה חלקית	<input type="radio"/> מאוד לא מרצה
<input type="radio"/> לא מרצה ולא לא מרצה	<input type="radio"/> מעולם לא השתמשתי

סקר ממשיך מצד שני של 📄

2016 Survey para sa mga Pasahero ng Community DASH

Kailangan ng LADOT ang iyong opinyon tungkol sa rutang ito ng DASH. Mangyaring sagutin itong importanteng survey.
Hindi lisiswalat ang pangalan ng mga taong sumagot.

1. Saang ruta ng DASH ka sumasakay?

2. Gaano ka kadalas sumasakay nitong ruta ng DASH?

- ☐ 5 araw o higit pa sa isang linggo
☐ 3-4 na araw sa isang linggo
☐ 1 o 2 araw sa isang linggo
☐ 1-3 araw sa isang buwan
☐ Wala pang isang beses sa isang buwan
☐ Unang pagkakataong sumakay

3. Ano ang pangunahing dahilan ng iyong biyahe ngayong araw?

- ☐ Trabaho o kaugnay sa trabaho
☐ Pag-aaral
☐ Pamimili
☐ Medikal
☐ Pamamasyal
☐ Personal
☐ Panlibang
☐ Iba pa

4. Lilipat ka ba sa ibang bus o tren pagkababa mo nitong DASH?

- ☐ Hindi
☐ Oo; aling serbisyo?
☐ DASH
☐ Metro Rail (Red/Green/Blue/Orange/Gold/Purple/Expo/Silver Line na Linya)
☐ Metro Bus
☐ MetroLink
☐ Iba pa

5. Mayroon ka bang TAP card?

- ☐ Mayroon
☐ Wala

Kung oo, ginamit mo ba ito para bayaran ang pamasahang mo sa DASH?

- ☐ Yes
☐ No

Kung hindi, alam mo ba na sa pamamagitan ng paggamit ng TAP kard, maaari kang bumili ng lingguhan o buwanang hindi limitadong pagsakay na mga passes ng DASH o magbayad ng 35¢ bawat sakay gamit ang stored value (prepaid cash) sa iyong TAP kard?

- ☐ Yes
☐ No

6. Alam mo ba ang LA Mobile app para pambayad sa iyong pamasahang?

- ☐ Oo
☐ Hindi

Kung oo, nagamit mo ba ito?

- ☐ Oo
☐ Hindi

Kung oo, ginagamit mo pa ba ito?

- ☐ Oo
☐ Hindi

Kung hindi, bakit hindi?

7. Kung walang makukuhang serbisyo ng DASH, paano ka sana nagbiyahe ngayong araw?

- ☐ Nagmaneho ng aking kotse
☐ Naglakad
☐ Nagbisikleta
☐ Hindi natuloy ang biyahe
☐ Sumakay sa ibang bus/tren
☐ Nakisakay sa ibang tao
☐ Taxi

8. Sa kalahatan, ano ang opinyon mo sa serbisyo ng DASH?

- ☐ Napakahusay
☐ Mahusay
☐ Mabuti
☐ Katamtaman
☐ Masama

16. Kung nais mong makatanggap ng impormasyon tungkol sa mga pagkaantala o pagbabago sa serbisyong DASH, mangyaring maglaan ng sumusunod na impormasyon:

Pangalan o Numero ng Ruta _____ Email Address: _____

Pinapahalagahan ang anumang karagandang puna tungkol sa serbisyo ng DASH. _____

9. Sabihin kung ano ang iyong opinyon tungkol sa bawat isa sa pamamagitan ng pagsulat ng X mga sumusunod.

	Nagpapahusay	Mahusay	Mabuti	Katamtaman	Masama
Dumarating ang mga bus sa itinakdang oras					
Magagalang ang mga drayber					
Kalinisan ng mga bus					
Distansya sa pagitan ng aking bahay at sa hintuan ng bus					
Pamasahang					
May makukuhang impormasyon tungkol sa serbisyo					
Makakalipat sa ibang mga serbisyo					
Mga araw na may serbisyo					
Mga oras na may serbisyo					
Kaligtasan habang nakasakay					
Kaligtasan habang naghihintay sa mga hintuan					
Itinakdang oras sa pagitan ng pagdating at pagalis ng mga bus					

Mangyaring ipaliwanag ang mga dahilan para sa mga sinagot na opinyong **KATAMTAMAN** o **MASAMA**.

10. May nagamit ka bang sasakyan para sa biyaheng ito?

- ☐ Oo
☐ Hindi

11. Nakalista sa ibaba ang ilang posibleng pagpapaganda sa serbisyong DASH ng Komunidad. Lagyan ng 1 katabi ng pagpapagandang pinakamahalaga sa iyo. Lagyan ng 2 sa pangalawa mong napili.

- ☐ Pagbabago sa pagruruta
☐ Mas madalas na serbisyo
☐ Mas malilinis na bus
☐ Mas maraming mga bangko at silungan sa ruta
☐ Mas maagang serbisyo sa umaga
☐ Mas huling serbisyo sa gabi
☐ Magdagdag ng mga hintuan sa ruta
☐ Mas maraming serbisyo kapag Sabado
☐ Mas maraming serbisyo kapag Linggo

12. Ano ka?

- ☐ Asyanong Amerikano/
Taga-Isla Pasipiko
☐ Itim/Afrikanong Amerikano
☐ Latino
☐ Katutubong Amerikano
☐ Puti/Caucasian
☐ Iba

13. Ano ang kabuuan ng pinagsamang kinita ng bawat tao na nakatira sa iyong sambayanan nitong nakaraang 12 buwan?

- ☐ Wala pang \$10,000
☐ \$10,000 hanggang \$19,999
☐ \$20,000 hanggang \$29,999
☐ \$30,000 hanggang \$39,999
☐ \$40,000 hanggang \$49,999
☐ \$50,000 hanggang \$59,999
☐ \$60,000 hanggang \$69,999
☐ \$70,000 hanggang \$100,000
☐ Higit sa \$100,001

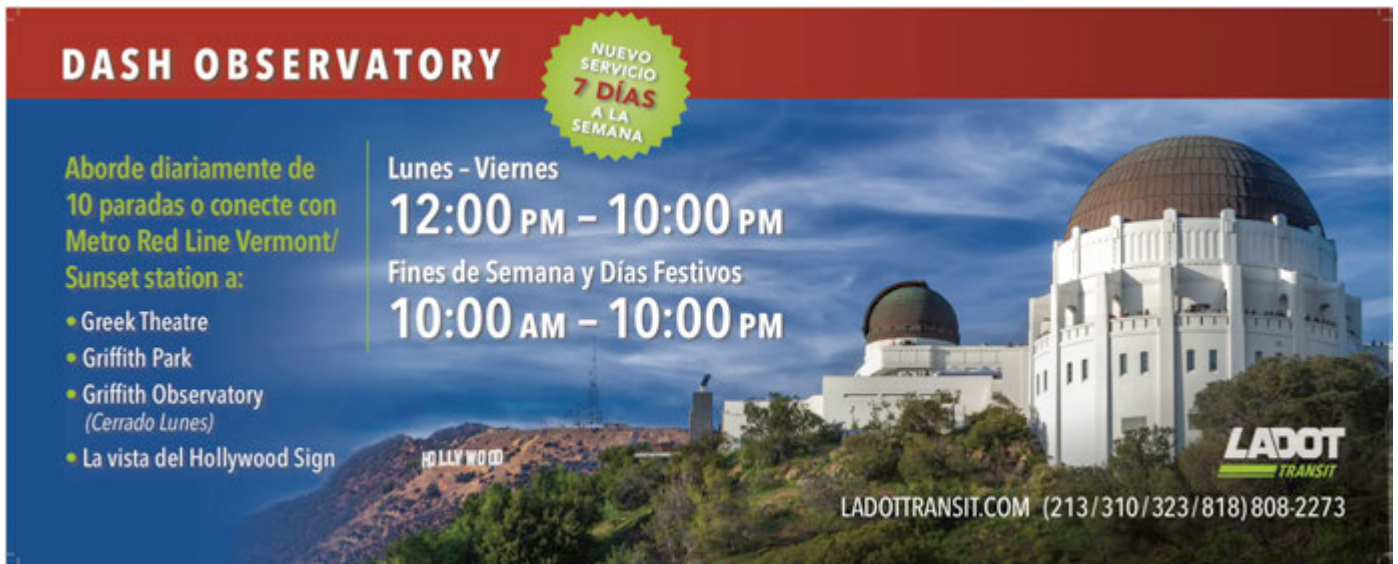
14. Ilang taon ka na?

- ☐ 15. Ikaw ba ay:
☐ Lalaki
☐ Babae



Pakibigay ang Nasagutang Survey sa Drayber o sa Nagsusurvey.

DASH Observatory Car Card in Spanish



DASH OBSERVATORY

NUEVO SERVICIO 7 DÍAS A LA SEMANA

Aborde diariamente de 10 paradas o conecte con Metro Red Line Vermont/Sunset station a:

- Greek Theatre
- Griffith Park
- Griffith Observatory (Cerrado Lunes)
- La vista del Hollywood Sign

Lunes - Viernes
12:00 PM – 10:00 PM

Fines de Semana y Días Festivos
10:00 AM – 10:00 PM

LADOT TRANSIT

LADOTTRANSIT.COM (213/310/323/818) 808-2273

Exhibit 5: Cityride Program Guide



PROGRAM GUIDE



A transportation program for seniors and qualified persons with disabilities living in the City of Los Angeles and designated areas of Los Angeles County.



City of Los Angeles
Department of Transportation

APRIL 2019

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Cityride

Online: ladottransit.com/cityride

Phone: (213, 310, 323, 818) 808-7433

TDD: (800) 559-1950

Lost and Found: (213) 620-9775 Ext. 100

Taxicab Service Complaints

Phone: (213, 310, 323, 818) 808-7433

Welcome to Cityride



Cityride is a transportation assistance program for individuals age 65 or older and qualified persons with disabilities residing in the City of Los Angeles and select areas of Los Angeles County.

The program offers Cityride participants reduced costs for the purchase of Cityride Dial-A-Ride services and City of Los Angeles permitted taxicab rides and free DASH bus rides.

Your Cityride Account

You must submit a membership registration to participate in the program. Once your registration is approved, a Cityride account will be established for you. If you submitted your payment with your mail-in Application for Registration or sent your payment after you registered on the website, you will receive a Cityride Card with your approval letter that contains \$84 in fare value. You can use it immediately to take City of Angeles permitted taxicab or Dial-A-Ride (DAR) trips.

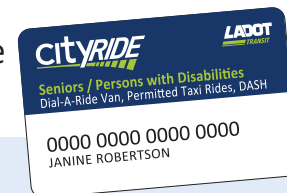


Inactive Accounts

You are not required to make a purchase each quarter to be an active Cityride participant. However, if you do not make a purchase at least once a year, you will be sent a letter inquiring if you would like to continue to be a participant in the Cityride program. You will have 30 days to respond before your account becomes inactive.

Cityride Card Information

The Cityride Card can only be used by the person to whom it is issued, and only for the purposes as described in this brochure.



Resale, transfer and misuse of the Cityride Card is illegal and subject to prosecution. In accordance with Section 2 of Ordinance No. 169524, effective March 11, 1994, violators shall be subject to a fine of \$1,000 and/or 180 days in jail. Other penalties may also apply.

Purchasing Fare Value

You can re-order \$84 of fare value once per quarter at a cost of \$21 (\$9 for low-income participants):

Quarterly Order Dates

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

You can pay by Mail (check or money order). Starting July 2019, you can also pay online at the Cityride Website or by using the Cityride App.



For mail-in payment, fare value will be available for use within 10 business days after Cityride receives your payment. For online/app payment, fare value is available for use upon approval of transaction.

Mailing Address For Payment

Cityride
P.O. Box 866003
Los Angeles, CA 90086

If you submit more than one re-order in a quarter, it will be returned. Checks returned for non-sufficient funds (NSF) will be charged a \$35 fee.

Fare Value Limit

The maximum fare value you can accrue in your Cityride account is **\$336**. If you place an order that would exceed this limit, your payment will be returned to you. Once you have used some of your accrued fare value, you can place a new order.

Refunds of Quarterly Fare Value

Contact Cityride to request a refund. **There are NO refunds available for partial amounts of fare value.** Participants can only receive refunds for the initial amount they spent to buy Cityride's subsidized fare value.

Refund Amounts		
Unused Fare Value	REGULAR (Initial Customer Purchase)	LOW INCOME (Initial Customer Purchase)
\$84	\$21	\$9
\$168	\$42	\$18
\$252	\$63	\$27
\$336	\$84	\$36

Cityride Balance

You can check your Cityride account balance in multiple ways. Please have your Cityride Card number available.

- Go online at <https://farepayments.cityride.net/balance>
- Call Cityride at (213,310,323,818) 808-7433
- Check your receipt after a Cityride taxicab trip

Lost Cityride Cards

Please call Cityride immediately at (213,310,323,818) 808-7433. Cityride will cancel your lost or stolen card, and issue a new card. The balance in your account will be transferred to the new card.

The first replacement Cityride Card is free, but there will be a \$5 fee for additional replacement cards. You will receive a new Cityride Card in about seven business days.

Using Fare Value

Cityride participants only pay \$21 (\$9 for low-income participants) to purchase \$84 of fare value. Participants can order \$84 of fare value once each quarter.

Fare	
CITYRIDE DIAL-A-RIDE (DAR)	
One-way 1-10 mile trip	
<ul style="list-style-type: none"> • \$4 fare value when you book a trip for yourself • \$2 fare value when you book a group trip • If you run out of fare value, you can pay \$3 in cash for a standby trip 	\$2.00 to \$4.00
CITY OF LOS ANGELES PERMITTED TAXICABS	
<ul style="list-style-type: none"> • \$4 to \$20 in fare value per trip. You pay all costs over \$20 • Taxicabs charge a metered rate (A 10-mile trip is approximately \$30) • Fare value cannot be used to tip the driver 	\$4.00 to \$20.00
CITYRIDE SEMI-FIXED ROUTES	
Cityride Park La Brea or Cityride Via Marisol	
Cityride Participants and Senior/Individual with a Disability	FREE
Regular Fare	.50¢
DASH	
Cityride Participants	FREE
Senior/Individual with a Disability	.25¢
Regular Fare	.50¢

Fare Values for DAR

The DAR low cost fares are as follows:



\$2 fare value for group trips, 1-10 miles

\$4 fare value for individual trips, 1-10 miles

You need to show the driver your Cityride Card and a government-issued photo identification. The name on the identification must match the name on the Cityride Card. The driver will record the information and the cost will be deducted from your Cityride account.

Standby Fares

If your Cityride account balance is at zero, you can request a cash payment “standby trip”.

\$3 cash for trips, 1-10 miles

Standby trips are not available for special group trips.

Emergency Fare Value

City of Los Angeles Multipurpose Senior Centers (MPCs)

The City of Los Angeles Department of Aging (DOA) provides an emergency DAR transportation service through their Multipurpose Center-based Paratransit Program. This is an enhancement of the Cityride DAR service.

To participate in the program you will need to complete a Cityride Application to be eligible. For more information, call the Department of Aging at (213) 482-7252, toll free (800) 510-2020.

The TTD number is (213) 473-5990. You can visit DOA’s website at www.aging.lacity.org.



Fare Values for Taxicabs

Cityride participants can use up to \$20 of fare value per trip for taxicab fare payment. The minimum charge is \$4. You must pay all fare value over \$20, including any tips, by using cash or credit card.



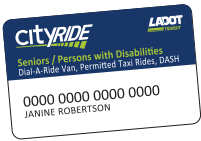


\$4 minimum fare value

\$20 maximum fare value per each Cityride Card

To save money, try sharing a ride with someone you know who is going to the same place. Taxicabs can seat up to four passengers and you and your companions can share the cost. Each Cityride participant can contribute up to \$20 using their Cityride Card.

For current rates, go to the website www.taxicabsla.org, or call the taxicab company directly.

Payment Process

	1. Swipe Cityride Card Twice The first swipe confirms you are an eligible Cityride participant with fare value. The second swipe authorizes the payment. Pay any remaining balance or tip with cash or credit card.
	2. Show ID You will also need to show the driver a government-issued photo identification. The name on the identification must match the name on the Cityride Card.
	3. Collect Receipt At the end of your trip the printed receipt will show the total cost of your ride, the total fare value you paid and the balance remaining in your Cityride account.

Cityride Dial-A-Ride (DAR) Service

Overview

The Cityride DAR service offers Cityride participants low-cost, shared rides for pre-scheduled trips of 10 miles or less. The program's wheelchair accessible vehicles include Cityride-branded vans and (depending on reservation demand) standard taxicabs, all for the same low price (\$2-\$4 per ride).



Shared DAR ride times will take longer than individual taxi cab service. Please allow plenty of time for travel.

What to Expect

DAR offers curb-to-curb service. You must wait for the DAR van or taxicab near the curb in front of your trip pick-up/drop-off location. Drivers will be happy to assist you on and off the vehicle, if needed. The DAR van or taxicab will arrive within a 30-minute period before or after your scheduled pick-up time. The driver can only wait three minutes during that 30-minute period, so be prepared to leave when the vehicle arrives.

Personal property cannot be left in the vehicle or used to hold the vehicle. Such items may be put off the vehicle or stored at the contractor's facility at the rider's expense and risk. This includes wheelchairs, purses, bags, oxygen tanks, etc.

If the service provider must change your scheduled pick-up time, you will be notified by the service provider before your trip.

Schedule DAR Trip

To schedule a DAR trip, call the service provider for your area one to two business days before you want to travel. See pages 17 and 18 for areas and service provider phone numbers.

DAR Telephone Reservation Hours

Non-Medical Trips

Monday — Friday 8 a.m. to 5 p.m.

Call one day in advance of your trip. Monday reservations should be made on the previous Friday.

Medical Appointments Trips

Monday — Friday 2 p.m. to 5 p.m.

Call two days in advance of your medical appointment. Please do not call before 2 p.m. If your medical appointment is on Monday you may schedule a trip on Thursday of the prior week between the hours of 2 p.m. and 5 p.m.

Standby Trips

Monday — Friday 8 a.m. to 5 p.m.

Call two hours in advance of your trip. If you wish to be picked up prior to 10 a.m., you may call between 3 p.m. and 5 p.m. on the day before your desired pick-up time. **There is very limited availability for standby trips.**

DAR Trip Service Hours

Monday — Friday 6:30 a.m. to 4:30 p.m.

You must schedule both your initial trip and your return trip at the same time. If you are unsure of when you will need your return trip, you should estimate the latest time that you would be ready for your return trip. The service provider can negotiate pick-up times no more than one hour before or after the rider wishes to travel.

You will be asked a few questions at the time you make your request, so please have the following information available:

Be Ready to Provide	
1.	Your name and your Cityride Card number.
2.	Your exact pick-up and drop-off address, including apartment number.
3.	The pick-up and return times.
4.	The time you would like to be at your destination.
5.	If you will be using a wheelchair or other assistive device.
6.	If you will have an attendant or service animal traveling with you.
7.	Your doctor’s telephone number. We may call your doctor to verify your appointment.

Authorized DAR Users

Only the eligible passenger or the authorized caregiver can schedule a trip. If another party other than the passenger or the authorized caregiver wants to make a trip reservation on behalf of the rider, the Cityride agent may ask the name and relationship of the person scheduling the trip on behalf of the passenger. One attendant may ride with the eligible passenger if both are picked up and dropped off at the same address. Attendants ride free.

DAR Trip Distance

DAR trips are limited to 10 miles one-way.

Cancellations

Before you request a ride, please be sure of your pick-up times. If you are unable to ride as scheduled, please call your service provider to cancel your request as soon as possible. You are allowed no more than three cancellations per month. DAR cancellations received less than two hours before the scheduled pick-up time will be considered a “no-show”.

“No-Show” Policy

A “no-show” rider is one who places a request for service, but does not meet his or her ride within three minutes of the vehicle’s arrival or does not cancel the trip at least two hours before the scheduled pick-up. If you are a “no-show” three times in a 30-day period, you will be advised that one more “no-show” during the next 30 days will result in your suspension from the use of DAR service for 30, 60 or 90 days.

Late DAR Vehicles

If the vehicle has not arrived 30 minutes after the scheduled pick-up time, please call your service provider. If at all possible, use a phone where you can still see if the vehicle is arriving.

Trip Denials

Unfortunately, Cityride has a limited number of trips available each day. We are expanding capacity with our taxicab partners, but it is still possible that Cityride will have to deny a DAR trip at the time slot you requested because it has been filled.

Group Trips

DAR offers special group trips along routes approved by the Department of Transportation from one or more locations to one single location with four or more passengers per trip. Return trips must be with the group at the designated time. Call Cityride for more details.

DAR Code of Conduct

In the interest of promoting a safe and pleasant journey for all those aboard, all passengers must abide by the LADOT DAR Code of Conduct. Any rider violating this code will be prohibited from using Cityride services. Deliberate violation of the Code of Conduct is cause for suspension from Cityride service and under certain circumstances expulsion and possible criminal prosecution.

We ask that courtesy be shown to drivers and fellow passengers at all times while aboard a Cityride van or taxicab. The following rules are designed for your safety and comfort:

Rider Code of Conduct

No passenger shall interfere with the safe operations of Cityride service.

Riders will always comply with the instruction of the driver regarding the Cityride vehicle's operation and matters of safety.

Riders will remain seated while the Cityride vehicle is in motion.

Tipping is not allowed to any driver or Cityride staff (tipping is accepted on taxicab service).

Fares must be exact, as the driver cannot make change. Refusing to pay the proper fare is unlawful and can result in fines and/or rejection from the Cityride vehicle.

All payment for trips must be made prior to departure.

Smoking, drinking, or eating on the Cityride vehicle is prohibited. Possession or consumption of illegal drugs is prohibited.

Possession of any article defined as a weapon including firearms, knives, and sharp objects are prohibited on the Cityride vehicle.

Rider Code of Conduct, cont.

Passengers must respect their fellow passengers. Using vulgar and obscene language, harassing other passengers, shouting, and making abusive threats or actions toward drivers, passengers, or other Cityride staff is prohibited.

Riders must maintain good personal hygiene to not offend other riders. An individual whose bodily hygiene is so offensive as to create a nuisance to other riders may be denied passage.

Riders must wear appropriate clothing (shirt, pants, shorts, dress, and shoes) while riding.

Limit of three personal grocery-sized bags per passenger.

Large, bulky, or heavy items such as five-gallon water bottles or laundry bags, etc, are prohibited.

Bags of items for recycling or refuse are prohibited.

Pets and livestock are not allowed on the Cityride vehicle. Service animals may accompany riders with disabilities. Riders are responsible for their service animals.

When using smartphones, tablets, loudspeakers, and/or other sound equipment devices, an earpiece or headphone/headset shall be used. Volume levels of any device or headphone/headset must be kept at levels that is not heard by other riders or the driver.

Strollers, walkers, and shopping carts are not allowed on the Cityride vehicle unless they can be folded to size or stored in such a way that does not block the aisles and doorways.

Taxicab Service

Overview

Cityride participants can book reduced cost, on-demand taxicab service, 24 hours a day, seven days a week. Simply call a City of Los Angeles permitted taxicab company, indicate your accessibility needs, and provide your Cityride Card and other payment method (if necessary).



City of Los Angeles Taxicab Seal

The Cityride Card and subsidy is only accepted by City of Los Angeles permitted taxicab companies. Before boarding any taxicab please look for the official City of Los Angeles Department of Transportation Taxicab seal.



Taxicabs bearing this seal are insured, have trained drivers, and are regularly inspected by the City and participate in the Cityride subsidy program. Any taxicab without the seal cannot accept the Cityride Card for payment.

A service area map and a list of permitted taxicab companies are located on pages 16-18 of this program guide.

Accessible Taxicabs

Cityride taxicab companies operate a fleet of ADA ramp or lift-equipped vans. Please ask about the availability of an accessible vehicle when making a reservation.

Complaints

If you have a complaint about a City of Los Angeles permitted taxicab company, please call (213, 310, 323, 818) 808-7433.

Service Hours

Taxicabs are available 24 hours a day, seven days a week.

DASH Bus Service

Overview

As a participant in the Cityride Program all rides on DASH buses are FREE. Simply show the driver a government-issued photo identification and your Cityride Card. The name on the identification must match the name on the Cityride Card.



Riding DASH

Board the DASH bus at any place along the route that is marked with an LADOT Transit bus stop sign displaying DASH. The forward-most seating on the bus is reserved for elderly or mobility impaired passengers. About one block before your bus arrives at your stop, signal the driver to stop by pulling the bell cord overhead or pressing the stop request button. The driver will stop at the next bus stop. Refer to your specific route brochure for exact bus stop locations and departure times. Times are approximate and may vary due to traffic and weather conditions. Please plan your trip accordingly. For more information on DASH services go to www.ladottransit.com.

Neighborhoods Served

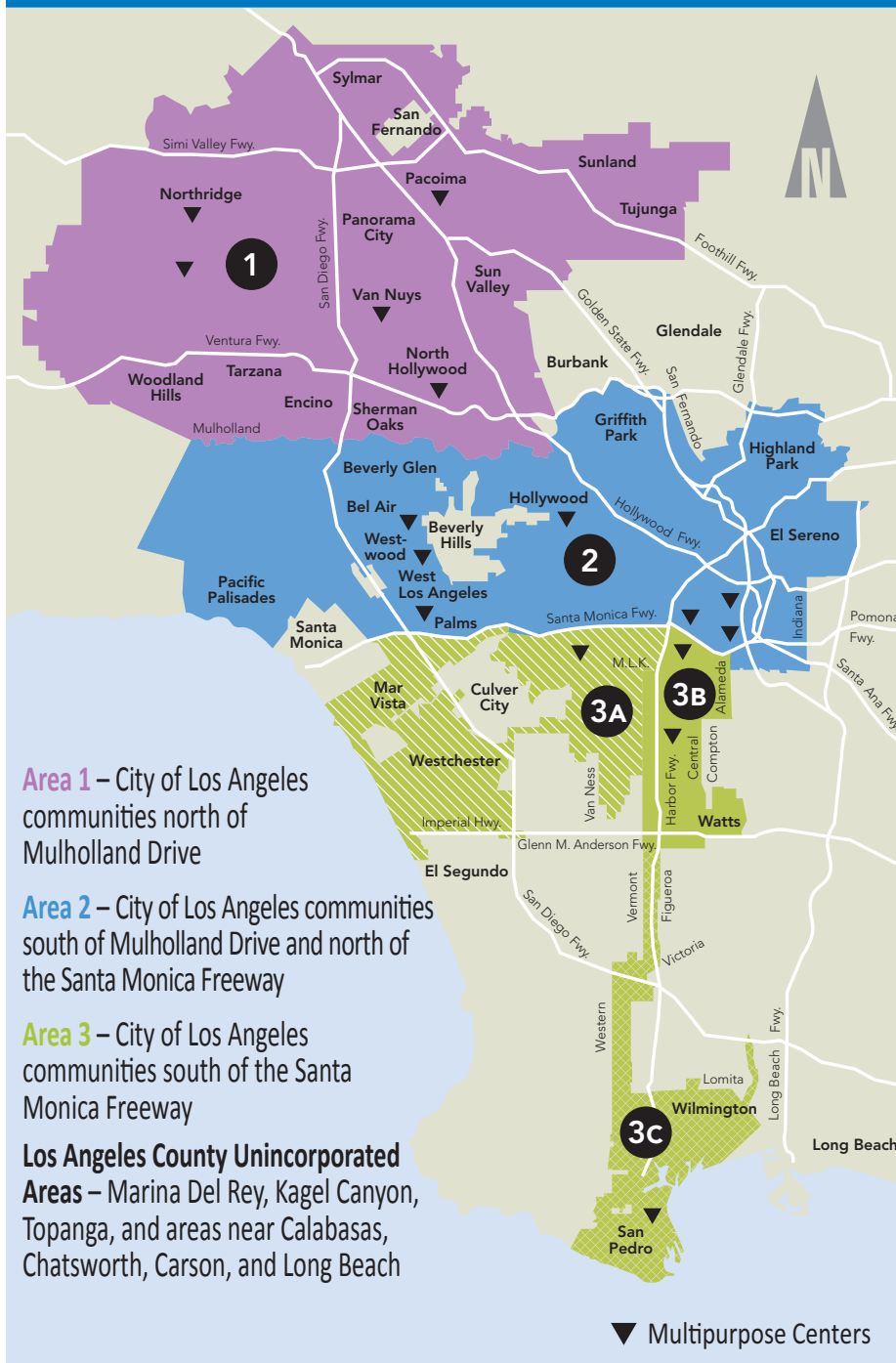
Community DASH

Beachwood Canyon	Midtown
Boyle Heights/East LA	Northridge/Reseda
Chesterfield Square	Observatory
Crenshaw	Panorama City/Van Nuys
El Sereno/City Terrace	Pico Union/Echo Park
Fairfax	Pueblo Del Rio
Highland Park/Eagle Rock	San Pedro
Hollywood	Southeast
Hollywood/Wilshire	Van Nuys/Studio City
King-East	Vermont/Main
Leimert/Slauson	Watts
Lincoln Heights/Chinatown	Wilmington
Los Feliz	Wilshire/Koreatown

DASH Downtown

- Route A** – Arts District, Little Tokyo, City West
- Route B** – Chinatown, Financial District
- Route D** – Union Station, South Park
- Route E** – City West, Fashion District
- Route F** – Financial District, Exposition Park, USC

Service Areas



Service Areas and Providers

Taxicab and Dial-A-Ride services are organized into three service areas throughout the City of Los Angeles. Use the map on page 16 to locate your service area and call the service providers listed for your area.

Area 1 San Fernando Valley – City of Los Angeles communities north of Mulholland Drive

Area 2 Westside-Central, Eastside-Central – City of Los Angeles communities south of Mulholland Drive and north of the Santa Monica Freeway

Area 3 Southwest-Crenshaw, Southeast-Watts, Harbor – City of Los Angeles communities south of the Santa Monica Freeway

Los Angeles County Unincorporated Areas

Marina Del Rey, Kagel Canyon, Topanga, and areas near Calabasas, Chatsworth, Carson, and Long Beach

Area 1 San Fernando Valley

Dial-A-Ride (818) 908-1901

Dial-A-Ride Cancellation (818) 904-9353

Taxicab Service

City Cab (818) 780-1000

United Taxi of San Fernando Valley (800) 290-5600

Area 2 Westside-Central, Eastside-Central

Dial-A-Ride (323) 666-0895

Dial-A-Ride Cancellation (323) 666-0856

Taxicab Service

Yellow Cab (800) 652-8294

Beverly Hills Cab (800) 273-6611

United Independent Taxi (800) 822-8294

Bell Cab	(800) 666-6664
Checker Cab.....	(800) 300-5007
Independent Taxi.....	(800) 521-8294
City Cab	(818) 780-1000

Area 3A Southwest-Crenshaw

Dial-A-Ride..... (323) 290-2060

Dial-A-Ride Cancellation..... (323) 357-0154

Taxicab Service

Bell Cab	(800) 666-6664
United Independent Taxi	(800) 822-8294
Independent Taxi.....	(800) 521-8294
Checker Cab.....	(800) 300-5007
Yellow Cab	(800) 652-8294
Beverly Hills Cab	(800) 273-6611

Area 3B Southeast–Watts

Dial-A-Ride..... (323) 563-5695

Dial-A-Ride Cancellation..... (323) 357-0154

Taxicab Service

Bell Cab	(800) 666-6664
United Independent Taxi	(800) 822-8294
Independent Taxi.....	(800) 521-8294
Checker Cab.....	(800) 300-5007
Yellow Cab	(800) 652-8294

Area 3C Harbor

Dial-A-Ride..... (323) 357-6308

Dial-A-Ride Cancellation..... (323) 357-0154

Taxicab Service

United Checker Cab.....	(310) 834-1121
-------------------------	----------------

City of Los Angeles Multipurpose Senior Centers (MPCs)

Multipurpose Senior Centers (MPCs) are authorized to provide \$24 in Cityride fare value to qualified individuals who have a one-time immediate and emergency need for transportation. To find the MPC serving the area where you live, see the list below.

Area 1 San Fernando Valley

Bernardi MPC..... (818) 781-1101
6514 Sylmar Ave., Van Nuys, CA 91401

Alicia Broadous–Duncan MPC..... (818) 834-6100
11300 Glenoaks Blvd., Pacoima, CA 91331

Robert M. Wilkinson MPC..... (818) 756-7741
8956 Vanalden Ave., Northridge, CA 91324

One Generation Senior Enrichment Center..... (818) 705-2345
18255 Victory Blvd., Reseda, CA 91335

Sherman Oaks East Valley Adult Center..... (818) 981-1284
5056 Van Nuys Blvd., Sherman Oaks, CA 91403

Area 2 Westside-Central, Eastside-Central

Felicia Mahood MPC..... (310) 479-4119
11338 Santa Monica Blvd., Los Angeles, CA 90025

Freda Mohr MPC..... (323) 937-5900
6310 S. San Vicente Blvd., Suite 275, Los Angeles, CA 90048

St. Barnabas Hollywood MPC..... (323) 957-2222
5170 W. Santa Monica Blvd., Los Angeles, CA 90029

Mexican American Opportunity Foundation..... (323) 526-9344
2130 E. 1st St., Suite 2200, Los Angeles, CA 90033

Single Room Occupancy (SRO) Corporation..... (213) 229-9672
1055 W. 7th St. Suite 3250, Los Angeles, CA 90017

St. Barnabas MPC..... (213) 388-4444
675 S. Carondelet St., Los Angeles, CA 90057

Area 3 Southwest-Crenshaw, Southeast-Watts, Harbor

People Coordinated Services – West Adams MPC . . (323) 735-5799
2528 West Blvd., Los Angeles, CA 90016

Bradley MPC (323) 346-7356
10957 S. Central Ave., Los Angeles, CA 90059

Theresa Lindsay MPC (323) 846-1920
429 E. 42nd Place, Los Angeles, CA 90011

Wilmington Jaycees Foundation, Inc. (310) 518-4533
1371 N. Eubank Ave. (Banning Park), Wilmington, CA 90744

People Coordinated Services – Southwestern MPC . . (323) 294-5226
5133 S. Crenshaw Blvd., Los Angeles, CA 90043

City Services Information

For information about other City services provided at these centers please call:

Department of Aging: (213) 482-7252

Toll Free: (800) 510-2020

TDD number: (213) 473-5990

How to Reach Us

For general information, or if your fare value has not posted to your Cityride account after 10 business days from the date your order was placed, call Cityride. We look forward to serving you.

Online: ladottransit.com/cityride

By Phone: (213, 310, 323, or 818) area codes
808-RIDE (808-7433)

TDD Number for Hearing Impaired (800) 559-1950

Cityride Dial-A-Ride (DAR) & Service Complaints:
(213, 310, 323, or 818) area codes
808-RIDE (808-7433)

By Mail: Cityride
P.O. Box 866003
Los Angeles, CA 90086

Lost and Found: (818) 361-0179 Ext. 2

More Information: For more information on LADOT Transit services including Cityride, Commuter Express, and DASH go to www.ladottransit.com

To Check Your Cityride Account Balance

- Go online to <https://farepayments.cityride.net/balance>
- Call Cityride
- Check your receipt after a Cityride taxicab trip



www.ladottransit.com
(213, 310, 323 or 818) 808-7433

P.O. Box 866003
Los Angeles, CA 90086

PRESORTED
STANDARD
U.S. POSTAGE

PAID

LOS ANGELES CA
PERMIT NO 12932

Exhibit 6: Cityride Application for Registration

Cityride is a transportation program for qualified seniors and individuals with disabilities living in the City of Los Angeles and designated areas of Los Angeles County. Cityride is funded by Proposition A, Local Transit Assistance (PALTA) funds and administered by the City of Los Angeles Department of Transportation with the assistance of the Department of Aging.

Customer Service

For more information about Cityride call from the 213, 310, 323 or 818 area codes at:

808-RIDE (808-7433)

TDD Number for Hearing-Impaired
(800) 559-1950

Membership Registration

Register online at ladottransit.com/cityride, or by mailing in an application.

Starting July 2019 you can also register using the Cityride App.



APPLICATION



City of Los Angeles
Department of Transportation



www.ladottransit.com (213, 310, 323 or 818) 808-7433

The City of Los Angeles Department of Transportation, through the Cityride Program, offers qualified seniors and individuals with disabilities living in the City of Los Angeles and designated areas of Los Angeles County, reduced cost for:



City of Los Angeles
Permitted Taxicab Rides



Cityride Dial-A-Ride Service

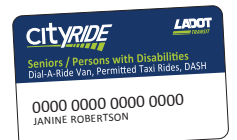


and Free DASH Rides

To be eligible for Cityride, you must be aged 65 or older, or have a disability, and live in the City of Los Angeles or portions of the following Los Angeles County unincorporated areas: Marina Del Rey, Kagel Canyon, Topanga, and areas near Calabasas, Chatsworth, Carson, and Long Beach.

As a registered participant, you will receive a Cityride Card with your name and card number on it (keep it safely in your purse or wallet). You may purchase \$84 of fare value quarterly, which can be used for payment of City-permitted taxicab service and/or Cityride Dial-A-Ride service.

For more information on how to load fare value and schedule a trip refer to the Cityride Program Guide which you will receive with your Cityride Card.





Application for Registration

Esta aplicación también se puede conseguir en español.

First-Time Application

Applicants should submit:

1. A completed and signed form.
2. **For seniors:** A copy of your birth certificate, Medi-Cal card, DMV card, passport or other government-issued document showing your age.

For persons with disabilities: A copy of your Metro disabled identification.

Low-Income: To qualify for a low-income rate, a copy of your Medi-Cal card or your Supplemental Security Income award letter is required
3. You may purchase fare value for the quarter with this application by including a check*/money order for \$21 (\$9 for low-income participants) payable to Cityride. Once your application has been approved and your account established, funds can also be added online at ladottransit.com/cityride or by using the Cityride App, starting July 2019.
4. **Mail all applicable items to:**
Cityride
P.O. Box 866003
Los Angeles, CA 90086

** Returned checks incur a \$35 fee.*

Emergency Preparedness Plan

As part of the City of Los Angeles' Emergency Preparedness Plan, Cityride can provide your name, address and telephone number to authorized emergency responders. This would be used to locate

individuals for possible evacuation in the event of a disaster.

Please check the box on the application indicating your authorization choice.

Cut along dotted line

Last Name _____ First _____ M.I. _____

Home Address _____ Apt # _____
No P.O. Box

City _____ State _____ Zip Code _____

Mailing Address _____
Only if different

Phone Number _____ Date of Birth (M/D/Y) _____

Email Address _____

Emergency Contact _____ Relationship _____

Emergency Contact Primary Phone _____

I am enclosing documentation that I qualify for Cityride as: (choose one)

- ☐ **A Senior Citizen, 65 or older** (A copy of my birth certificate, Medi-Cal Card, passport, DMV card, or other government-issued document showing my age.)
- ☐ **Having a Disability** (A copy of my Metro disabled identification is acceptable proof. A doctor's note is valid proof for 60 days, after which I must obtain Metro disabled identification.)

☐ I am enclosing a copy of my Supplemental Security Income Award letter or Medi-Cal card which qualifies me for the low-income rate

☐ I currently use a wheelchair

Emergency Preparedness Plan

☐ Yes, provide my information ☐ No, do not provide my information

I declare, under penalty of perjury, under the laws of the State of California that the responses I have given are true.

Applicant's signature (or guardian, if applicable) _____ Date _____

Exhibit 7: Response Form Letters

EXHIBIT 7.1

ELIGIBILITY INFORMATION NEEDED – PROOF OF DISABILITY REQUIRED



P.O. Box 866003, Los Angeles, CA 90086
808-RIDE (808-7433) TDD (800) 559-1950
ladottransit.com/cityride

[Month Day, Year]
[Cityride Participant]
[Address]
[City, CA Zip Code]

Dear [Participant's Name],

[participants Cityride ID#]

We have received your application to participate in the Cityride Program. However, we are unable to approve your application at this time for the following reason: **Proof of Disability.**

To be eligible for the program, you will need to establish that you are a Senior Citizen or a person with disability. For proof of disability, please provide us with an Metro Disabled Identification (ID) Card or a valid medical doctor's note, which is only good for the first sixty (60) days of your Cityride membership. After the 60 days has lapsed, you would need to provide us with the Metro Disabled Card as indicated above. When responding or submitting required documentation to us, please include a copy of this letter, for our reference.

For more information, please call Cityride at 808-RIDE (808-7433), TDD 1-800-559-1950, or visit <https://www.ladottransit.com/cityride>.

Sincerely,

Your Cityride Team

EXHIBIT 7.2

ELIGIBILITY INFORMATION NEEDED – PROOF OF DISABILITY REQUIRED, DOCTOR

NOTE EXPIRED



P.O. Box 866003, Los Angeles, CA 90086
808-RIDE (808-7433) TDD (800) 559-1950
ladottransit.com/cityride

[Month Day, Year]
[Cityride Participant]
[Address]
[City, CA Zip Code]

Dear [Participant's Name],

[participants Cityride ID#]

We have received your application to participate in the Cityride Program. However, we are unable to approve your application at this time for the following reason: **Expired Doctor's Note.**

Based on our policy regarding the submission of documentation for proof of disability, the medical doctor's note that you have previously provided to us for this purpose is only valid for the first sixty (60) days of your Cityride membership. Our records indicate that the 60 days validity of your doctor's note has expired. Please send us a documented proof of your disability, (such as photocopies of the LACTOA TAP Card or Disabled Identification (ID) Card issued by Metro), along with this letter.

For more information, please call Cityride at 808-RIDE (808-7433), TDD 1-800-559-1950, or visit <https://www.ladottransit.com/cityride>.

Sincerely,

Your Cityride Team

EXHIBIT 7.3

ELIGIBILITY INFORMATION NEEDED – AGE VERIFICATION REQUIRED



P.O. Box 866003, Los Angeles, CA 90086
808-RIDE (808-7433) TDD (800) 559-1950
ladottransit.com/cityride

[Month Day, Year]
[Cityride Participant]
[Address]
[City, CA Zip Code]

Dear [Participant's Name],

[participants Cityride ID#]

We have received your application to participate in the Cityride Program. However, we are unable to approve your application at this time for the following reason: **Age Verification.**

To be eligible for the program, you will need to establish that you are age 65 or older or a person with disability. If you are applying because you are age 65 or older, you will need to provide proof of age. Please submit to us a clear copy of your valid California ID Card, Driver's License, Passport or Birth Certificate. When responding or submitting required documentation to us, please include a copy of this letter, for our reference.

For more information, please call Cityride at 808-RIDE (808-7433), TDD 1-800-559-1950, or visit <https://www.ladottransit.com/cityride>.

Sincerely,

Your Cityride Team

EXHIBIT 7.4

ELIGIBILITY INFORMATION NEEDED – APPLICATION MISSING REQUIRED

DOCUMENTS



P.O. Box 866003, Los Angeles, CA 90086
808-RIDE (808-7433) TDD (800) 559-1950
ladottransit.com/cityride

[Month Day, Year]
[Cityride Participant]
[Address]
[City, CA Zip Code]

Dear [Participant's Name],

[participants Cityride ID#]

We have received your application to participate in the Cityride Program. However, we are unable to approve your application at this time for the following reason: **Missing Document(s)**.

The application you submitted to us was missing some information. Please complete the highlighted information on the enclosed application form and send back to us, along with this letter.

For more information, please call Cityride at 808-RIDE (808-7433), TDD 1-800-559-1950, or visit <https://www.ladottransit.com/cityride>.

Sincerely,

Your Cityride Team

EXHIBIT 7.5

ELIGIBILITY INFORMATION NEEDED – APPLICATION MISSING SIGNATURE



P.O. Box 866003, Los Angeles, CA 90086
808-RIDE (808-7433) TDD (800) 559-1950
ladottransit.com/cityride

[Month Day, Year]
[Cityride Participant]
[Address]
[City, CA Zip Code]

Dear [Participant's Name],

[participants Cityride ID#]

We have received your application to participate in the Cityride Program. However, we are unable to approve your application at this time for the following reason: **Missing Signature.**

Your signature is missing from your application form. Please sign the enclosed application form and return to us, including this letter.

For more information, please call Cityride at 808-RIDE (808-7433), TDD 1-800-559-1950, or visit <https://www.ladottransit.com/cityride>.

Sincerely,

Your Cityride Team

EXHIBIT 7.6

CITYRIDE MEMBERSHIP WELCOME LETTER AND USER'S GUIDE



P.O. Box 866003, Los Angeles, CA 90086
808-RIDE (808-7433) TDD (800) 559-1950
ladottransit.com/cityride

[Month Day, Year]
[Cityride Participant]
[Address]
[City, CA Zip Code]

Dear [Participant's Name],

[participants Cityride ID#]

Welcome to Cityride!

We are pleased to inform you that we have approved your application for membership in the City of Los Angeles Department of Transportation Cityride Program. You are now eligible to use all the transportation services provided through the Cityride Program, including Cityride Dial-A-Ride Services, City of Los Angeles permitted taxicab rides, Cityride Park La Brea, and Cityride Via Marisol Semi-Fixed Routes, and free DASH bus rides. The enclosed Cityride Program Guide will help you familiarize yourself with the Cityride Program's various transportation services, policies, and procedures.

Enclosed you will find your new Cityride Card. Your membership ID number is 0000-0000-0000-0000. Your Cityride card has been pre-loaded with \$84 in quarterly fare value and is ready for you to use.

In the future, you may re-order \$84 in fare value at a reduced cost to you of \$21. Please be aware that you may re-order fare value only once every quarter, between the dates specified below:

Quarter	Order Only Once Between	Fare Value	Your Cost
1	January 1 st – March 31 st	\$84	\$21
2	April 1 st – June 30 th	\$84	\$21
3	July 1 st – September 30 th	\$84	\$21
4	October 1 st – December 31 st	\$84	\$21

Please note that you do not need to return your Cityride Membership Card to Cityride for quarterly refill orders.

You can re-order fare value through the mail by sending a check or money order to:

Cityride
P.O. Box 866003
Los Angeles, CA 90086

You can also re-order fare value and pay online at the Cityride website:

www.ladottransit.com/cityride

The Cityride Mobile Application for Smartphone devices can also be used to re-order and pay for fare value. You can download the Cityride App at Google Play (Android) or the Apple App Store (iPhone).

If you have any questions, you can reach us by telephone at 808-RIDE (808-7433) from the 213, 323, 310, and 818 area codes. For the hearing impaired, the TDD number is (800) 559-1950. You may also visit our website at www.ladottransit.com/cityride.

Thank you for participating in the Cityride Program, and we look forward to serving you.

Sincerely,

Your Cityride Team

EXHIBIT 7.6.1

CITYRIDE WELCOME USER GUIDE NO PRELOADED FARE VALUE



P.O. Box 866003, Los Angeles, CA 90086
808-RIDE (808-7433) TDD (800) 559-1950
ladottransit.com/cityride

[Month Day, Year]
[Cityride Participant]
[Address]
[City, CA Zip Code]

Dear [Participant's Name],

[participants Cityride ID#]

Welcome to Cityride!

We are pleased to inform you that we have approved your application for membership in the City of Los Angeles Department of Transportation Cityride Program. You are now eligible to use all the transportation services provided through the Cityride Program, including Cityride Dial-A-Ride Services, City of Los Angeles permitted taxicab rides, Cityride Park La Brea, and Cityride Via Marisol Semi-Fixed Routes, and free DASH bus rides. The enclosed Cityride Program Guide will help you familiarize yourself with the Cityride Program's various transportation services, policies, and procedures.

Enclosed you will find your new Cityride Card. Your membership ID number is 0000-0000-0000-0000. You must load fare value onto your Cityride account before you are able to schedule Cityride service.

You can order fare value through the mail by sending a \$9 check or money order for low-income participants and \$21 for moderate-income participants to:

Cityride
P.O. Box 866003
Los Angeles, CA 90086

You can also re-order fare value and pay online at the Cityride website: www.ladottransit.com/cityride

The Cityride Mobile Application for Smartphone devices can also be used to re-order and pay for fare value. You can download the Cityride App at Google Play (Android) or the Apple App Store (iPhone).

If you have any questions, you can reach us by telephone at 808-RIDE (213-808-7433). For the hearing impaired, the TDD number is (800) 559-1950. You may also visit our website at www.ladottransit.com/cityride.

Thank you for participating in the Cityride Program, and we look forward to serving you.

Sincerely,

Your Cityride Team

EXHIBIT 7.7

CITYRIDE MEMBERS' EMERGENCY INFORMATION REGISTRATION WITH THE FIRE

DEPARTMENT



P.O. Box 866003, Los Angeles, CA 90086
808-RIDE (808-7433) TDD (800) 559-1950
ladottransit.com/cityride

[Month Day, Year]
[Cityride Participant]
[Address]
[City, CA Zip Code]

Dear [Participant's Name],

[participants Cityride ID#]

As part of the City of Los Angeles' emergency preparedness plan, Cityride will provide your name, address and telephone number to the Fire Department, Emergency Preparedness Department and other authorized emergency responders for inclusion in their database, to promptly locate seniors and disabled individuals within the City of Los Angeles and some unincorporated areas of the Los Angeles County for possible evacuation in the event of a disaster (i.e. fire, earthquake, etc.). If you have changed your address and/or telephone number, please notify Cityride immediately. If for any reason you feel that your name, address and telephone number should not be disclosed for this purpose, please respond in writing within 30 days from the date of this letter to:

Cityride
P.O. Box 866003
Los Angeles, CA 90086

If you have any questions, you can reach us by telephone at 808-RIDE (808-7433). For the hearing impaired, the TDD number is (800) 559-1950.

Thank you for participating in the Cityride Program, and we look forward to serving you.

Sincerely,

Your Cityride Team

EXHIBIT 7.8

REJECTION LETTER – OUT OF SERVICE AREA



P.O. Box 866003, Los Angeles, CA 90086
808-RIDE (808-7433) TDD (800) 559-1950
ladottransit.com/cityride

[Month Day, Year]
[Cityride Participant]
[Address]
[City, CA Zip Code]

Dear [Participant's Name],

[participants Cityride ID#]

We have received your application to participate in the Cityride Program. However, we are unable to approve your application at this time for the following reason: **Outside of Service Area.**

To be eligible for the program, you must be a resident within the City of Los Angeles or portions of the unincorporated areas of Los Angeles County. Since your current address is not within the City of Los Angeles or portions of unincorporated areas of Los Angeles County, you are not eligible to become a Cityride member. If you need information regarding paratransit service in your area, you may call Access Services for Los Angeles County at (800) 431-7882. When responding or submitting required documentation to us, please include a copy of this letter, for our reference.

For more information, please call Cityride at 808-RIDE (808-7433), TDD 1-800-559-1950, or visit <https://www.ladottransit.com/cityride>.

Sincerely,

Your Cityride Team

EXHIBIT 7.9

DUPLICATE APPLICATION



P.O. Box 866003, Los Angeles, CA 90086
808-RIDE (808-7433) TDD (800) 559-1950
ladottransit.com/cityride

[Month Day, Year]
[Cityride Participant]
[Address]
[City, CA Zip Code]

Dear [Participant's Name],

[participants Cityride ID#]

We have received your application to participate in the Cityride Program. However, we are unable to approve your application at this time for the following reason: **Duplicate Application.**

Our records indicate that you are already registered with the Cityride Program and have a Cityride Account. To check your current Cityride Account Fare Balance, please go to <https://www.ladottransit.com/cityride> or call us at 808-RIDE (808-7433), TDD 1-800-559-1950.

For more information, please call Cityride at 808-RIDE (808-7433), TDD 1-800-559-1950, or visit <https://www.ladottransit.com/cityride>.

Sincerely,

Your Cityride Team

EXHIBIT 7.10

RETURN OF FUNDS – ALREADY RECEIVED MEDIA FOR CURRENT QUARTER



P.O. Box 866003, Los Angeles, CA 90086
808-RIDE (808-7433) TDD (800) 559-1950
ladottransit.com/cityride

[Month Day, Year]
[Cityride Participant]
[Address]
[City, CA Zip Code]

Dear [Participant's Name],

[participants Cityride ID#]

We have received your request to load fare value into your Cityride Card account. However, we are unable to process your request at this time for the following reason: **Duplicate Fare Value Order.**

You have already ordered Cityride fare value for the current quarter. Cityride members may only order fare value once a quarter.

Quarterly Order Dates

January 1 through March 31

April 1 through June 30

July 1 through September 30

October 1 through December 31

For more information, please call the Cityride at 808-RIDE (808-7433), TDD 1-800-559-1950, or visit <https://www.ladottransit.com/cityride>.

Sincerely,

Your Cityride Team

EXHIBIT 7.11

RETURN OF FUNDS – WRONG AMOUNT ENCLOSED



P.O. Box 866003, Los Angeles, CA 90086
808-RIDE (808-7433) TDD (800) 559-1950
ladottransit.com/cityride

[Month Day, Year]
[Cityride Participant]
[Address]
[City, CA Zip Code]

Dear [Participant's Name],

[participants Cityride ID#]

We have received your request to load fare value into your Cityride Card account. However, we are unable to process your request at this time for the following reason: **Incorrect Check Amount.**

We are returning the enclosed check or money order due to the incorrect amount written. Please send a check or money order in the amount of \$9.00 for low-income participants and \$21.00 for moderate-income participants, along with this letter. On your check, please don't forget to write your Cityride ID # (Cityride Card number) on your check's memo line.

For more information, please call the Cityride at 808-RIDE (808-7433), TDD 1-800-559-1950, or visit <https://www.ladottransit.com/cityride>.

Sincerely,

Your Cityride Team

EXHIBIT 7.12 REPLACEMENT

CITYRIDE CARD



P.O. Box 866003, Los Angeles, CA 90086
808-RIDE (808-7433) TDD (800) 559-1950
ladottransit.com/cityride

[Month Day, Year]
[Cityride Participant]
[Address]
[City, CA Zip Code]

Dear [Participant's Name],

[participants Cityride ID#]

Thank you for informing us that you have lost your Cityride Card. Enclosed is your replacement Cityride Card. The new number on the Cityride Card is also your new Cityride Account ID #. Any existing fare value has been transferred from your old Cityride account to your new account.

Remember, Cityride will only issue one (1) free replacement card per Cityride member, any additional replacement cards will be issued for a \$5 fee.

For more information, please call the Cityride at 808-RIDE (808-7433), TDD 1-800-559-1950, or visit <https://www.ladottransit.com/cityride>.

Sincerely,

Your Cityride Team

EXHIBIT 7.13

INQUIRY OF PARTICIPANTS CONTINUED INTEREST IN PARTICIPATING IN THE

CITYRIDE PROGRAM



P.O. Box 866003, Los Angeles, CA 90086
808-RIDE (808-7433) TDD (800) 559-1950
ladottransit.com/cityride

[Month Day, Year]
[Cityride Participant]
[Address]
[City, CA Zip Code]

Dear [Participant's Name],

[participants Cityride ID#]

The Cityride Team misses you! Our records indicate you have not used any Cityride services in the past 12 months, including Dial-A-Ride and/or subsidized taxicab trips. Please call the Cityride Team at 808-RIDE (808-7433), TDD 1-800-559-1950. We would love to hear from you and find out how you are doing.

Sincerely,

Your Cityride Team

Exhibit 8: Current Classifications of Employees covered under the Retention Ordinance

Position	Hire Date	Current Wage	Wage Rate as of 1/1/2016	Monthly Company Benefits Contribution	Plan	EXEMPT OR NON-EXEMPT
Current Transit Customer Service Center Contractor						
Onsite Marketing Representative	8/1/16	\$54,000/yr	NA	\$904.13/mo	NA	EXEMPT
Outreach Manager	9/1/17	\$43,750/yr	NA	\$280.40/mo Declined insurance	NA	EXEMPT
Bookkeeper	1/9/08	\$16.25/hr	NA	NA	NA	NON-EXEMPT
Customer Service Center Manager	5/24/21	\$18.00/hr	NA	\$216.00/mo Declined insurance	NA	NON-EXEMPT
Customer Service Representative	9/1/21	\$17.00/hr	NA	\$199.50/mo Declined insurance	NA	NON-EXEMPT
Customer Service Representative	11/1/18	\$17.00/hr	NA	\$199.50/mo Declined insurance	NA	NON-EXEMPT
Customer Service Representative (Open)	NA	\$17.00/hr	NA	NA	NA	NON-EXEMPT
Customer Service Representative (Open)	NA	\$17.00/hr	NA	NA	NA	NON-EXEMPT
Customer Service Representative (Open)	NA	\$17.00/hr	NA	NA	NA	NON-EXEMPT
Outreach Staff Member	12/1/21	\$18.00/hr	NA	NA	NA	NON-EXEMPT
Outreach Staff Member	12/1/21	\$18.00/hr	NA	NA	NA	NON-EXEMPT
Current Cityride Paratransit Coordinator Contractor						
Project Manager	2/16/2020	\$104,728.00	\$82,727.54	\$0.00	Cal-Choice	EXEMPT
Database Manager	2/16/2020	\$46.37	\$37.69	\$1,091.33	Cal-Choice	NON-EXEMPT
Senior Transit Specialist	2/16/2020	\$20.75	\$17.38	\$330.71	Cal-Choice	NON-EXEMPT
Lead Transit Specialist	2/16/2020	\$19.36	\$16.21	\$0.00	Cal-Choice	NON-EXEMPT
Transit Specialist	2/16/2020	\$18.81	\$14.29	\$652.04	Cal-Choice	NON-EXEMPT
Transit Specialist	2/16/2020	\$16.24	\$14.29	\$312.29	Cal-Choice	NON-EXEMPT
Transit Specialist	2/16/2020	\$17.47	\$14.29	\$631.09	Cal-Choice	NON-EXEMPT
Transit Specialist	2/16/2020	\$16.67	\$14.29	\$282.93	Cal-Choice	NON-EXEMPT
Transit Specialist	7/1/2021	\$16.24	\$14.29	\$306.31	Cal-Choice	NON-EXEMPT
Transit Specialist	VACANT	\$16.67	\$14.29	\$0.00	Cal-Choice	NON-EXEMPT

Exhibit 9: Position and Task Report

Position and Task Report Template

	A	B	C	D	E	F	G	H
Position	Project Management (Hours)	Staff Management (Hours)	Administration (Hours)	Customer Service (Hours)	Training (Hours)	Application Processing (Hours)	Other Duties: Specify Hours and Duties Below	Total Annual Hours* (A+B+C+D+E+F+G)
Project Manager								
Customer Service Manager(s)								
Transit Shop Manager(s)								
Accountant(s)/Bookkeeper(s)								
Data Manager(s)								
Information Technology Support Staff								
Customer Service Representatives								
Other Staff Positions								

* Assume 2,000 FTE labor hours per year. Enter other Staff positions as necessary.

Exhibit 10: FTA Annual Project Financial Reporting Sheets

GENERAL INSTRUCTIONS FOR FTA ANNUAL PROJECT FINANCIAL REPORTING

In accordance with the United States Code (USC), Title 49, Section 5335, the Secretary of Transportation maintains a reporting system, called the National Transit Database (NTD). The NTD uses uniform categories to collect public transportation financial and operating information and defines these in the Uniform System of Accounts (USOA). The USOA is the basic reference document for the NTD. It contains the accounting structure required by Federal Transit laws (previously Section 15 of the Federal Transit Act).

The Federal Transit Administration (FTA) published its most recent changes to the accounting requirements and reporting system in a Final Rule on January 12, 2012. This version of the USOA replaced all prior publications. The primary purpose of the USOA is to ensure that data definitions are uniform for all transit agencies. Each transit agency must maintain the accounts and records necessary to meet its internal information requirements as well as those specified in the USOA.

LADOT has changed the structure of its FTA Project Financial Reporting Forms to comply with the financial accounting definitions and accounts as outlined in the USOA. Costs are broken into four distinct functional areas: Vehicle Operational Costs, Vehicle Maintenance Costs, Facility Maintenance Costs, and General Administration Costs. Each of the four functional areas contains Labor Costs for duties and work performed that is associated with the specific functional area.

For the purposes of this Report, LADOT defines a Fiscal Year as the time period of July 1st through June 30th. The FTA Annual Project Financial Reporting, which consists of a total of four (4) Reports, is due by the end of August for the prior Fiscal Year's financial reporting.

REPORT 1 - INSTRUCTIONS AND GUIDELINES FOR THE COMPLETION OF
THE LABOR POSITION AND TASK REPORT

LADOT has changed the structure of its Annual Project Financial Reporting to comply with the financial accounting definitions and accounts as outlined in the USOA. The Labor Position and Task Report is broken into four (4) distinct functions: Vehicle Operations, Vehicle Maintenance, Facility Maintenance, General Administration. Labor hours are to be indicated by the tasks performed in each of these four functions.

(A) The Contractor is instructed to complete the Labor Position and Task Report and submit it with the Annual Project Financial Report.

(B) The Contractor is to modify the "Position" Column A to identify all staffing positions. The Contractor is instructed not to include those positions that are supplied through a subcontract.

(C) The Contractor is to assume 2,000 full-time employee labor hours per year.

(D) The Vehicle Operations function (Column B).

For the purposes of this RFP, the Contractor will be responsible for entering the includes wages, salaries, and benefits related to activities associated with the Cityride taxicab authorization process, fare payment authorized for each Cityride authorized taxicab trip, passenger counting (number of passengers in each Cityride approved taxicab trip), management, administration (including the entering of the Cityride taxicab trip information), clerical support directly related to revenue vehicle operations (payment processing to the taxicab drivers).

The Contractor is to indicate the number of hours each position classification performed duties and tasks as directly related to vehicle operations during the previous Fiscal Year.

(E) The General Administration function (Column E) includes wages, salaries, and benefits related to activities associated with support and administrative directly associated with the reporting of City-franchised taxicab trip information and includes all executive management wages, salaries, and benefits packages.

The Contractor is to indicate the number of hours each position classification performed duties and tasks as directly related to vehicle operations on an annual basis.

(F) The Contractor is instructed to add the hours indicated in each line under the four functions (Columns B and C) and enter the total in the "Total" (Column D).

Report 1 - Labor Position and Task Report

Positions Column A	Vehicle Operations (Annual Hours) Column B	General Administration (Annual Hours) Column C	Totals Column D Sum of Columns B+C
1. Project Manager			
a.			
2. Customer Service Manager			
a.			
b.			
3. Transit Shop Manager			
a.			
b.			
4. Accountant/Bookkeeper			
a.			
b.			
5. IT Support			
a.			
6. Data Manager			
a.			
b.			
c.			
6. Customer Service Representatives			
a.			
b.			
c.			
7. Legal Department Staff			
a.			
b.			
8. Other Staff Positions			
a.			
b.			
c.			
d.			
e.			

REPORT 2 - INSTRUCTIONS FOR COMPLETION OF THE LABOR COSTS

LADOT has created these Reports to comply with the financial accounting definitions and accounts as outlined in the USOA. The Labor Cost Worksheets are broken into three (3) distinct categories: Salaries and Wages, Paid Absences, and Fringe Benefits.

The Salaries and Wages category (Column B) includes salaries, wages, bonuses, and overtime pay.

The Paid Absences category (Column C) includes vacation-time, sick-time, and other paid time-off.

The Fringe Benefits category includes:

- a. Employment Taxes (Column D) (federal, Medicare, and Social Security taxes),
 - b. Health and Welfare (Column E) (medical and dental insurance plans, short-term disability, life insurance plans, worker's compensation, and unemployment plans),
 - c. Retirement Costs/Pension Plans (Column F) (pension plans, long-term disability plans and other post-employment benefits such as any post-employment healthcare and life insurance that are provided separately from a pension), and
 - d. Other Fringe Benefits (Column G) (uniforms and work clothing, tool allowances, employee and family transit passes, reimbursement for moving and education, assistance for dependent care, childcare and adoption, employee discounts, and other fringe benefits not described in the listing above).
- (A) The Contractor is to complete Report 2 - Labor Costs and submit it with the FTA Annual Project Financial Report. The Contractor may use as many copies of Report 2 – Labor Costs as needed to list all positions listed in Report 1 – Labor Position and Task Report, Column A.
- (B) The Contractor will transfer positions titles from Report 1 – Labor Position and Task Report, Column A to Column A of Report 2 – Labor Costs.
- (C) The Contractor will list the **hourly Labor Costs by category for each position for the prior Fiscal Year**. The Contractor is instructed to enter these Costs in the corresponding Columns B, C, D, E, F, and G for each position listed in Column A.
- (D) The Contractor is to add the amounts entered in Columns B, C, D, E, F, and G and enter the sum in the Total Column (Column H) for each position listed in Column A.

REPORT 2 - LABOR COSTS

The Contractor is instructed to make as many copies of Report 2 - Labor Costs as necessary to capture all Labor Costs.

[illegible]

REPORT 3 - INSTRUCTIONS FOR LABOR CALCULATIONS BY FUNCTION – **VEHICLE OPERATIONS**

- (A) The Contractor is to copy Columns A and B from Report 1 – Labor Position and Task Report for **only** those positions that have hours listed in Column B -Vehicle Operations on Report 1.
- (B) Column C is calculated by position - by multiplying the positions hours listed in Column B by the Positions rate listed on Report 2 – Labor Costs, Column B – Salaries and Wages.
- Column C = (Column B) x (Report 2 – Labor Costs, Column B)
- (C) Column D is calculated by position – by multiplying the positions hours listed in Column B by the Positions rate listed on Report 2, Column C- Paid Absences.
- Column D = (Column B) x (Report 2 – Labor Costs, Column C)
- (D) Column E is calculated by position – by multiplying the positions hours listed in Column B by the sum of the positions rates listed on Report 2, Columns D (Employment Taxes) plus Column E (Health and Welfare) plus Column F (Retirement and Pension Plans) plus Column G (Other Fringe Benefits).
- Column E = (Column B) x (Report 2 – Labor Costs (Sum of Columns D+E+F+G))
- (E) The Contractor is to total the Labor Costs for Columns C, D, and E and list them on the last line of Report 3.

REPORT 3 - LABOR CALCULATIONS BY FUNCTION – VEHICLE OPERATIONS

[illegible]

REPORT 4 - LABOR CALCULATIONS BY FUNCTION – **GENERAL ADMINISTRATION**

- (A) The Contractor is to copy Columns A and E from Report 1 – Labor Position and Task Report for **only** those positions that have hours listed in Column E -General Administration on Report 1.
- (B) Column C is calculated by position - by multiplying the positions hours listed in Column B by the Positions rate listed on Report 2 – Labor Costs, Column B – Salaries and Wages.
- Column C = (Column B) x (Report 2 – Labor Costs, Column B)
- (C) Column D is calculated by position – by multiplying the positions hours listed in Column B by the Positions rate listed on Report 2 – Labor Costs, Column C- Paid Absences.
- Column D = (Column B) x (Report 2 – Labor Costs, Column C)
- (D) Column E is calculated by position – by multiplying the positions hours listed in Column B by the sum of the positions rates listed on Report 2 – Labor Costs, Columns D (Employment Taxes) plus Column E (Health and Welfare) plus Column F (Retirement and Pension Plans) plus Column G (Other Fringe Benefits).
- Column E = (Column B) x (Report 2 – Labor Costs (Sum of Columns D+E+F+G))
- (E) The Contractor is to total the Labor Costs for Columns C, D, and E and list them on the last line of Report 4.

REPORT 4 - LABOR CALCULATIONS BY FUNCTION – GENERAL ADMINISTRATION

[illegible]

Exhibit 11: Federal Transportation Administration (FTA)
National Transit Database (NTD)

EXHIBIT 11

FEDERAL TRANSPORTATION ADMINISTRATION (FTA) NATIONAL TRANSIT DATABASE

(NTD)

Exhibit 11

The National Transit Database

Legislative Requirement

Congress requires agencies to report to the NTD if they receive or benefit from §5307 or §5311 formula grants. FTA submits annual NTD reports that summarize transit service and safety data to Congress for review and use. The legislative requirement for the NTD in Title 49 United States Code (U.S.C.) §5335(a) reads in part:

(a) NATIONAL TRANSIT DATABASE – To help meet the needs of individual public transportation systems, the United States Government, State and local governments, and the public for information on which to base public transportation service planning, the Secretary shall maintain a reporting system, using uniform categories to accumulate public transportation financial, operating, and asset condition information and using a uniform system of accounts. The reporting and uniform systems shall contain appropriate information to help any level of government make a public sector investment decision. The Secretary may request and receive appropriate information from any source.

(b) REPORTING AND UNIFORM SYSTEMS – The Secretary may award a grant under section 5307 or 5311 only if the applicant, and any person that will receive benefits directly from the grant, are subject to the reporting and uniform systems.

(c) DATA REQUIRED TO BE REPORTED – The recipient of a grant under this chapter shall report to the Secretary, for inclusion in the National Transit Database, any information relating to a transit asset inventory or condition assessment conducted by the recipient.

NTD Data

The NTD collects financial and service information from public transportation agencies across the country and requires all transit agencies to report on an annual basis. In the Annual Report, agencies provide a summary of transit characteristics, including financial and operating statistics. The NTD also requires monthly operating and safety statistics reports from agencies that file as a Full Reporter.

Urbanized Area Funding

FTA apportions §5307 funding through a formula based in part on population and population density. For UZAs with a population over 200,000, FTA apportions funding based on other factors associated with transit operations, such as revenue miles, operating costs, and passenger miles.

FTA allocates funding based on the following measures:

- Passenger miles traveled per vehicle revenue mile
- Passenger miles traveled per vehicle revenue hour
- Vehicle revenue miles per capita
- Vehicle revenue hours per capita
- Passenger miles traveled per capita
- Passengers per capita

Failure to Report

The NTD may issue a Failure to Report if an agency:

- Fails to submit a report
- Submits a late report
- Submits an incomplete report
- Fails to respond to validation questions

If a transit agency receives a Failure to Report notice, FTA does not include its data in the apportionment of urbanized areas and rural funding. However, the NTD may include any submitted data in publicly available NTD datasets at the discretion of FTA. More importantly, if a transit agency receives a Failure to Report notice, legislation prohibits FTA from awarding any further grants under §5307 or §5311 that benefit the transit agency.

The NTD may issue a Failure to Report notice for an urbanized area transit provider in connection with the Annual Report, Monthly Ridership, or Safety and Security reporting.

A report is late if it is not submitted by the agency's applicable due date. These due dates ensure that an NTD analyst has time to review the submitted data before they are included in NTD publications and in the apportionment.

Standardized Reporting Requirements

All agencies must conform to uniform reporting standards. This includes timely reporting, accurate data collection, and uniform accounting systems.

Financial Data Requirements

All public transit agencies must report the full cost of providing transit service. The NTD uses uniform categories to collect this information and defines these in the Uniform System of Accounts (USOA). Each transit agency must maintain the accounts and records necessary to meet its own internal information requirements as well as those specified in the USOA. These accounts must use accrual accounting methods that crosswalks its chart of accounts to the object classes (expenses, liabilities, and assets) and must be reported by function (Vehicle Operations, Vehicle Maintenance, Facility Maintenance, and General Administration). **The Contractor must provide annually, by the end of August, following the end of the fiscal year (June 30th), a report showing an accounting of their operating expenses by Mode and Region allocated as required by NTD by function and related object classes (See Exhibit 19). Cost allocation methodology must be reasonable, consistent, and defensible (e.g., Vehicle Revenue Hours).**

Service Data Requirements

Service data are an integral part of the NTD. Service data are operating statistics that provide insight into the effectiveness and productivity of a transit agency. All agencies must report accurate and truthful service data in a uniform manner.

The NTD mandates that almost all service data be collected and recorded daily so that the data are 100 percent accurate. For example, agencies must collect and record 100 percent of all miles and hours vehicles travel in revenue service. The NTD does not allow agencies to estimate this data.

However, the NTD recognizes that certain statistics are challenging to collect and can drastically increase the reporting burden for transit agencies. To assist reporters who would find conducting 100 percent count burdensome, transit agencies may estimate Unlinked Passenger Trips (UPT), and Passenger Miles Traveled (PMT) through sampling. The NTD program provides a sampling method and guidance on the NTD website. Agencies also may use a custom sampling plan to collect these data. However, a qualified statistician must certify that the sampling procedure meets FTA requirements for statistical precision and accuracy.

Reporting Types

A transit agency's reporting type is based on the funding it receives, the modes it operates, and its size, based on its number of Vehicles Operated in Annual Maximum Services (VOMS).

Inaccurate Data

Transit agencies are responsible for the data that they report to the NTD. If the data does not follow NTD prescribed procedures or seem unreasonable or inaccurate – or an agency cannot provide a reasonable response to explain data – the NTD may publish the data with a 'questionable' notation.

In accordance with Title 49 U.S.C. §5335(b), FTA may delete a transit agency's data if it does not adequately address validation issues within the specified timeframe, or if the data does not meet the NTD's reporting requirements.

Exhibit 12: CSC Assets Inventory

LADOT Transit Customer Service Center Assets Inventory

Item	Quantity	Notes
Laptop	1	HP Laptop - 15-sb0xx Light blue/teal Version: 10.0.18362
Computers	9	(6) Dell (3) HP Pavilion
Printers	4	Smaller printer (1) HP Office Jet Pro 6968 Colors 902/ Black 902XL CSC Supervisor & Bigger Printer (2) HP Office Jet Pro 8710 Colors 952/ Black 952XL Marketing Rep Office (1) Epson 676XL (ALL ink)
Mouse Devices	9	(3)Dell (6)Logitech
Devices for revenue collection/data	3	Lenovo + specific software
Keyboards	9	(3) Dell (6) Logitech
Printers (Sales Receipt)	2	Sam 4S Printer
Chairs	10	HON
Phones	11	Univoip - Mitel
Credit Card Machines	2	Verifone
Samsung Galaxy Tab E	4	(4) 16GB/Wi-Fi Model #SM-T560NU

Tablecloths	4	(1) White Banner (3) Dark Blue (1) Light Blue
Generator	3	(2) Black Duracell (1) Orange
Cash Boxes	5	(4) regular (1) has bill slots
Chalkboards	2	(2) A-Boards
Folding Tables	4	White (6 ft tables)
Folding Chairs	4	(3 sets) Black (1 set) White
Video Editing Program: CyberLink PowerDirector 15 Ultra	1	
Canon Camera	1	Carrying case: camera, instruction manual, cloth, strap, black table stand, USB/SD converter, battery pack
Wagons	2	(2) Blue
Carts	2	(2) Black with big wheels
Prize Spin Wheel	2	
Canopies/EZ-Ups	3	(1) Old - Heavy/Separate Cover (2) EZ-Up - New - Lightweight/Cover folds up (2) Side wall covers for EZ-Ups
Weights (bags) for Canopies/EZ-Ups	2	
Umbrellas	2	(2) Umbrellas (2) Stands
Task Stools	3	Front Counter
Freestanding pedestal desks	12	
Privacy screens	7	
Tables	2	

Rectangular work surfaces	4	
Glass panels	8	
Round Table	1	Break room
Metal chairs, yellow	4	Break room
Microsoft 365 licenses	7	Microsoft office software
Microsoft office 2014	2	Microsoft office software
Kaspersky licenses	9	Security on all computers & devices

Exhibit 13: Fare Media Sales

The primary responsibility of the Transit Shop staff is the sale of LADOT fare media. Below is a table indicating the types of Fare Media currently sold by LADOT at its current Transit Store Site.

LADOT Transit Shop Fare Media Products and Sales Price

LADOT Transit Service	Fare Type	Description	Sales Price
Downtown DASH and Community DASH Services	DASH 7-Day Pass	Provides unlimited trips on DASH during the 7-day period for which the Pass is issued	\$5.00
	DASH 31-Day Pass	Monthly Pass provides unlimited trips on DASH during the 31-day period for which issued	\$18.00
Commuter Express Services	Commuter Express 31-Day Pass – Base	Provides unlimited trips on Commuter Express in Base Zone or partial payment for trips in Zones 1 – 4 during the 31-day period for which issued	\$57.00
	Commuter Express 31-Day Pass – Zone 1	Provides unlimited trips on Commuter Express in Base Zone and Zone 1 or partial payment for trips in Zones 2 – 4 during the 31-day period for which issued	\$80.00
	Commuter Express 31-Day Pass – Zone 2	Provides unlimited trips on Commuter Express in Base Zone, Zone 1, and Zone 2 or partial payment for trips in Zones 3 and 4 during the 31-day period for which issued	\$100.00
	Commuter Express 31-Day Pass – Zone 3	Provides unlimited trips on Commuter Express in Base Zone, and Zones 1-3 or partial payment for trips in Zone 4 during the 31-day period for which issued	\$124.00
	Commuter Express 31-Day Pass – Zone 4	Provides unlimited trips on Commuter Express during the 31-day period for which issued	\$140.00
	Commuter Express 20 Trip Ticket Book – Base	20 Trip Tickets, each good for 1 one-way trip on Commuter Express in the Base Zone or partial payment in Zones 1 – 4	\$30.00
	Commuter Express 20 Trip Ticket Book – Zone 1	20 Trip Tickets, each good for 1 one-way trip on Commuter Express in the Base Zone or Zone 1 or partial payment in Zones 2 – 4	\$46.00

LADOT Transit Service	Fare Type	Description	Sales Price
	Commuter Express 20 Trip Ticket Book – Zone 2	20 Trip Tickets, each good for 1 one-way trip on Commuter Express in the Base Zone, Zone 1, or Zone 2, or partial payment in Zones 3 or 4	\$56.00
	Commuter Express 20 Trip Ticket Book – Zone 3	20 Trip Tickets, each good for 1 one-way trip on Commuter Express in the Base Zone, Zone 1, Zone 2, or Zone 3, or partial payment for Zone 4	\$67.00
	Commuter Express 20 Trip Ticket Book – Zone 4	20 Trip Tickets, each good for 1 one-way trip on Commuter Express	\$75.00
Downtown DASH, Community DASH, Commuter Express, and Regional Transit Services participating in the TAP Program	Stored Value (prepaid funds)	Stored Value remaining balance is applied to reduce fare when used on DASH Services, full base or Zone fare when used on Commuter Express Services, or can be used on Regional Transit Services participating in the TAP Program	\$5.00
			\$10.00
			\$15.00
			\$20.00
			\$30.00
			\$40.00
			\$50.00
			\$75.00
			\$80.00
			\$100.00
	LADOT TAP Card	Needed for LADOT and Regional Transit Service participating in the TAP Program for Non-Cash Media	\$2.00
METRO, EZ Pass, Foothill Transit Fares and Sales Prices			
Other Fare Media	Fare Type	Description	Sales Price
Metro	Metro 7-Day Pass	Provides unlimited trips on Metro during the 7-day period for which the pass is issued	\$25.00
	Metro 30-Day Pass	Monthly Pass provides unlimited trips on Metro during the 30-day period for which the pass is issued	\$100.00
	Metro 30-Day Pass (Zone 1)	Monthly Pass provides unlimited trips on Metro plus EZ Pass Zone 1 trips during the 30-day period for which the pass is issued	\$122.00

LADOT Transit Service	Fare Type	Description	Sales Price
EZ Pass - 23 TAP Participating Transit Agencies	EZ Pass - Base	Monthly Pass, which provides unlimited trips on participating 23 TAP transit agencies to trips designated Base fare.	\$110.00
	EZ Pass - Zone 1	Monthly Pass, which provides unlimited trips on participating 23 TAP transit agencies to trips designated Zone 1 fare.	\$132.00
	EZ Pass- Zone 2	Monthly Pass, which provides unlimited trips on participating 23 TAP transit agencies to trips designated Zone 2 fare.	\$154.00
	EZ Pass - Zone 3	Monthly Pass, which provides unlimited trips on participating 23 TAP transit agencies to trips designated Zone 3 fare.	\$176.00
	EZ Pass - Zone 4	Monthly Pass, which provides unlimited trips on participating 23 TAP transit agencies to trips designated Zone 4 fare.	\$198.00
	EZ Pass - Zone 5	Monthly Pass, which provides unlimited trips on participating 23 TAP transit agencies to trips designated Zone 5 fare.	\$220.00
	EZ Pass - Zone 6	Monthly Pass, which provides unlimited trips on participating 23 TAP transit agencies to trips designated Zone 6 fare.	\$242.00
Foothill Transit	Foothill Transit Commuter Express 31-Day	Monthly Pass provides unlimited trips on Foothill - Commuter Express trips during the 31-day period for which the pass is issued	\$180.00
	Foothill Transit Local + Silver Streak 31-Day	Monthly Pass provides unlimited trips on Foothill - Silver Streak trips during the 31 days for which the pass is issued	\$60.00

Although the Transit Shop will primarily provide LADOT walk-in fare media sales, Contractor Staff is expected to process the online sales orders during slow periods. The table below shows the monthly averages of media sales types.

Table 5 - Monthly Average Fare Media Transactions

	Walk-in Customers	Online Sales
Monthly Average - 2019	2082	42

See Section 4.5.4.2 – Revenue Vaulting Security Procedures for revenue handling procedures.

Exhibit 14: Annual Agency Profile 2021

General Information

Urbanized Area Statistics - 2010 Census

Los Angeles-Long Beach-Anaheim, CA
1,736 Square Miles
12,150,996 Population
2 Pop. Rank out of 498 UZAs

Service Consumption

14,967,694 Annual Passenger Miles (PMT)
9,400,661 Annual Unlinked Trips (UPT)
28,764 Average Weekday Unlinked Trips
21,611 Average Saturday Unlinked Trips
13,179 Average Sunday Unlinked Trips

Database Information

NTDID: 90147
Reporter Type: Full Reporter
Asset Type: Tier I (Fixed Route VOMS)
Sponsor NTDID:

Assets

Revenue Vehicles 487
Service Vehicles 4
Facilities 15
Track Miles
Lane Miles 35.10

Service Supplied

8,944,558 Annual Vehicle Revenue Miles (VRM)
782,604 Annual Vehicle Revenue Hours (VRH)
348 Vehicles Operated in Maximum Service (VOMS)
449 Vehicles Available for Maximum Service (VAMS)

Service Area Statistics

465 Square Miles
4,849,476 Population

Modal Characteristics

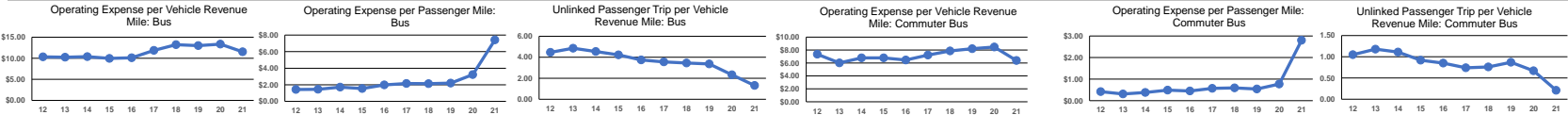
Modal Overview	Vehicles Operated in Maximum Service		Uses of Capital Funds				
	Directly Operated	Purchased Transportation	Revenue Vehicles	Systems and Guideways	Facilities and Stations	Other	Total
Mode							
Commuter Bus	-	87 ¹	\$4,411,250	\$130,322	\$0	\$0	\$4,541,572
Demand Response	-	90 ¹	\$207,897	\$0	\$0	\$0	\$207,897
Bus	-	171 ¹	\$18,755,103	\$256,110	\$9,016,782	\$0	\$28,027,995
Total	-	348	\$23,374,250	\$386,432	\$9,016,782	\$0	\$32,777,464

Operation Characteristics

Mode	Operating Expenses	Fare Revenues	Uses of Capital Funds	Annual Passenger Miles	Annual Unlinked Trips	Annual Vehicle Revenue Miles	Annual Vehicle Revenue Hours
Commuter Bus	\$10,493,100 ¹	\$285,168 ¹	\$4,541,572	3,748,501	343,617	1,641,646	60,062
Demand Response	\$9,808,746 ¹	\$156,373 ¹	\$207,897	739,778	226,632	568,849	74,132
Bus	\$77,638,402 ¹	\$5,970 ¹	\$28,027,995	10,479,415	8,830,412	6,734,063	648,410
Total	\$97,940,248	\$447,511	\$32,777,464	14,967,694	9,400,661	8,944,558	782,604

Performance Measures

Service Efficiency			Service Effectiveness		
Mode	Operating Expenses per Vehicle Revenue Mile	Operating Expenses per Vehicle Revenue Hour	Mode	Operating Expenses per Passenger Mile	Operating Expenses per Unlinked Passenger Trip
Commuter Bus	\$6.39	\$174.70	Commuter Bus	\$2.80	\$30.54
Demand Response	\$17.24	\$132.31	Demand Response	\$13.26	\$43.28
Bus	\$11.53	\$119.74	Bus	\$7.41	\$8.79
Total	\$10.95	\$125.15	Total	\$6.54	\$10.42



Notes:

¹Demand Response - Taxi (DR/TX) and non-dedicated fleets do not report fleet age data.

¹Includes data for a contract with another reporter.

*This agency has a purchased transportation relationship in which they buy service from MV Transit (NTDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode CB/PT.

*This agency has a purchased transportation relationship in which they buy service from SFVIC Northeast Valley MPC 107 (NTDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.

*This agency has a purchased transportation relationship in which they buy service from Wilmington Jaycees Foundation MPC 105 (NTDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.

*This agency has a purchased transportation relationship in which they buy service from SFVIC Mid Valley Bernard MPC 106 (NTDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.

*This agency has a purchased transportation relationship in which they buy service from Felicia Mahood MPC 115 (NTDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.

*This agency has a purchased transportation relationship in which they buy service from WLCAC Wilkinson MPC 109 (NTDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.

*This agency has a purchased transportation relationship in which they buy service from Theresa Lindsay MPC 101 (NTDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.

*This agency has a purchased transportation relationship in which they buy service from WLCAC Bradley MPC 110 (NTDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.

*This agency has a purchased transportation relationship in which they buy service from SFVIC East Valley MPC 103 (NTDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.

*This agency has a purchased transportation relationship in which they buy service from St Barnabas MPC 102 (NTDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.

*This agency has a purchased transportation relationship in which they buy service from Watts Labor Community Action Committee (WLCAC) Southwest MPC 119 (NTDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.

*This agency has a purchased transportation relationship in which they buy service from Watts Labor Community Action Committee (WLCAC) West Adams MPC 120 (NTDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.

*This agency has a purchased transportation relationship in which they buy service from WLCAC - Estelle Van Meter MPC #118 (NTDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.

*This agency has a purchased transportation relationship in which they buy service from JFS Freda Mohr MPC 114 (NTDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.

Financial Information

Sources of Operating Funds Expended

Fares and Directly Generated \$1,485,302 1.5%
Local Funds \$98,501,935 98.5%
State Funds \$0 0.0%
Federal Assistance \$0 0.0%

Total Operating Funds Expended

\$99,987,237

Sources of Capital Funds Expended

Fares and Directly Generated \$0 0.0%
Local Funds \$9,664,357 29.5%
State Funds \$0 0.0%
Federal Assistance \$23,113,107 70.5%

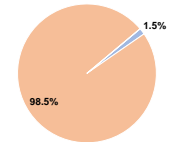
Total Capital Funds Expended

\$32,777,464

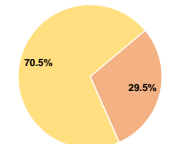
Summary of Operating Expenses (OE)

Labor \$7,110,648 7.3%
Materials and Supplies \$658,930 0.7%
Purchased Transportation \$85,631,311 87.4%
Other Operating Expenses \$4,539,359 4.6%
Total Operating Expenses \$97,940,248 100.0%
Reconciling OE Cash Expenditures \$2,046,989
Purchased Transportation (Reported Separately) \$0

Operating Funding Sources



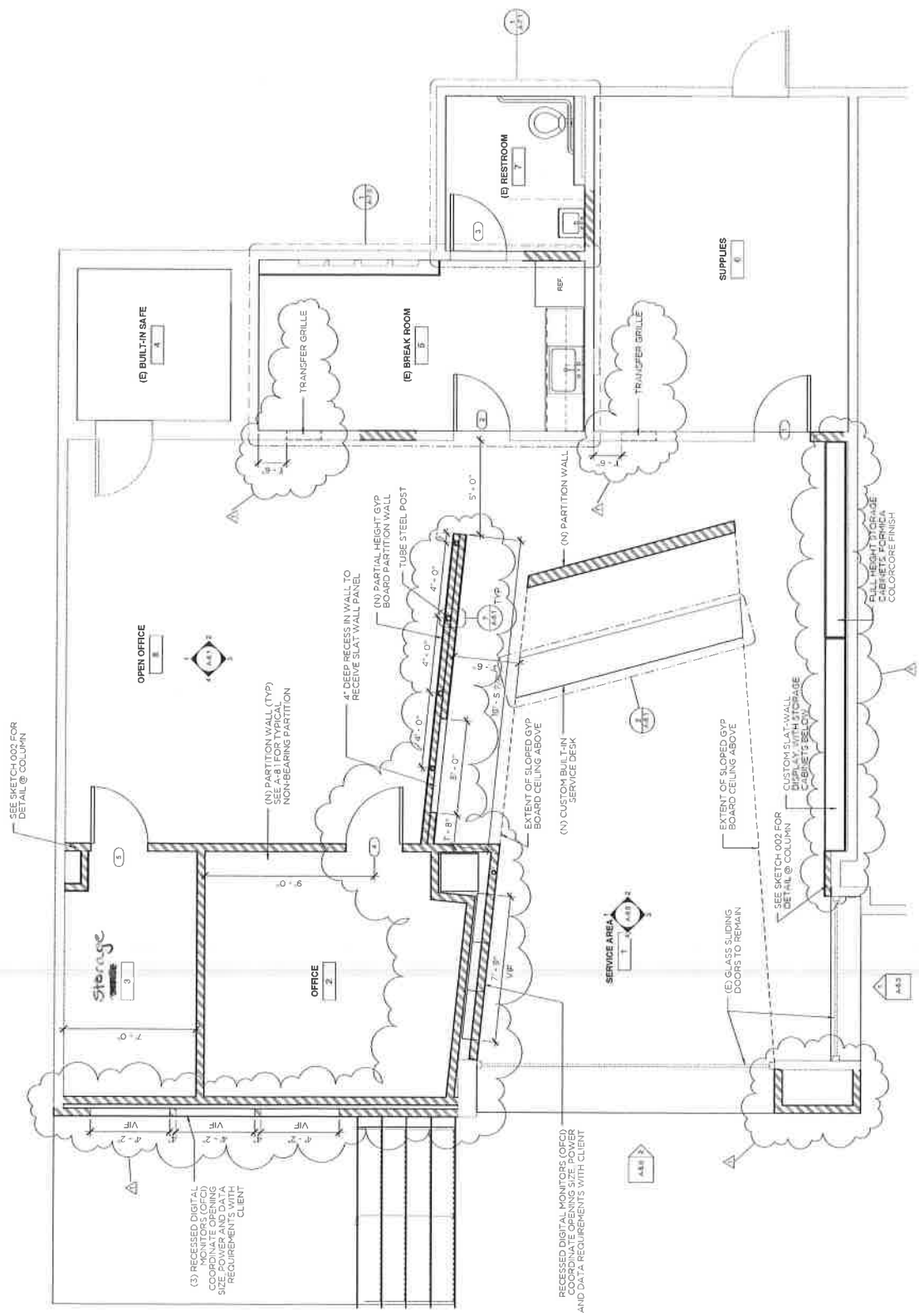
Capital Funding Sources



Performance Measure Targets - 2022

Performance Measure - Asset Type - Target % not in State of Good Repair
Equipment - Trucks and other Rubber Tire Vehicles - 50%
Facility - Administrative / Maintenance Facilities - 0%
Facility - Passenger / Parking Facilities - 0%
Rolling Stock - BR - Over-the-road Bus - 10%
Rolling Stock - BU - Bus - 10%
Rolling Stock - CU - Cutaway - 10%
Rolling Stock - VN - Van - 10%

Exhibit 15: LA Mall Office Space Floor Plan



1 NEW FLOOR PLAN
3.0" = 1'-0"

LEGEND:

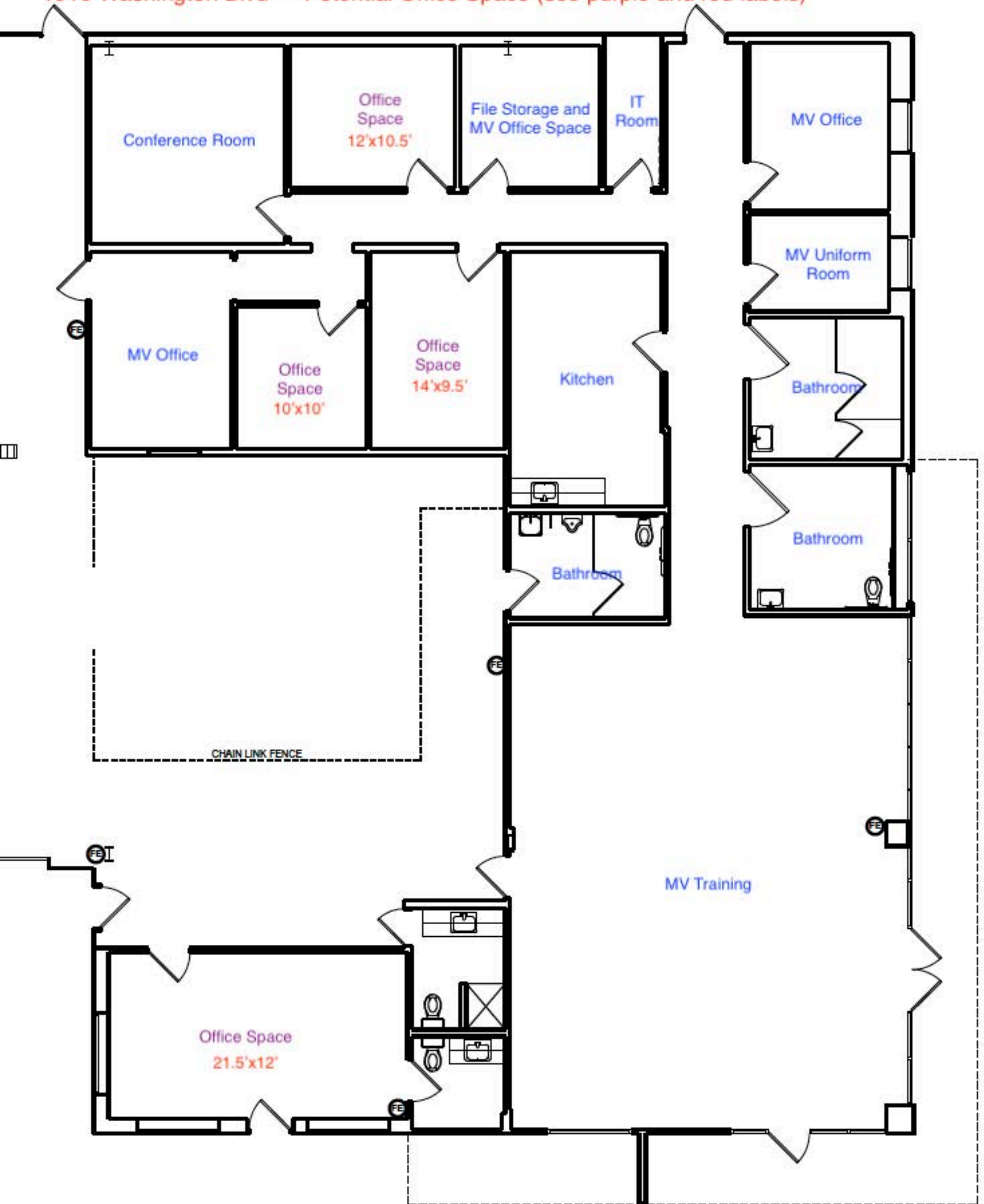
EXISTING WALL
TO REMAIN

NEW METAL STUD WALL

 $z \oplus$

Exhibit 16: Washington Ave Office Space Floor Plan

1910 Washington Blvd — Potential Office Space (see purple and red labels)



SECTION 14. FORMS

Form C-1	Questionnaire
Form C-2	Proposer's Past Projects and Experience
Form C-3	Additional Proposer References
Form C-4	Financial Background
Form C-5	Cost Component Form
Form C-6	Cost Component Details
Form C-7	Labor Costs
Form C-8	Labor Costs Details

FORMS

INSTRUCTIONS FOR COST COMPONENT FORMS

Form C-1 Questionnaire

Form C-2 Proposer's Past Projects and Experience

Form C-3 Additional Proposer References

Form C-4 Financial Background

Form C-5A Transit Services Cost Component Form

Form C-5B Transit Services Proposed Fee Schedule

Form C-5C Back-up Documentation for Labor Costs

PROPOSAL INSTRUCTIONS FOR COST COMPONENT FORMS

Note: All information on Proposal Forms must be provided according to the following instructions to be considered a responsive proposal.

(A) All cost information and proposals shall be based on the type of service to be provided and the associated operating requirements as specified in the Request for Proposal.

(B) Proposers must complete Form C-1. All proposals shall be accompanied by the statement of an individual authorized to bind the offer, to the effect that all work shall be performed for the quoted prices, which will become the fixed price upon completion of contract negotiations. This statement must be attached to Form C-1.

(C) Proposers must complete Forms C-1 through C-5C and submit them with their proposals. Failure to complete and submit Forms C-1 through C-5C with the proposal will cause the proposal to be considered nonresponsive.

(D) All proposed costs are to be in United States Dollars.

(E) Proposers are to include Transit Marketing Services Program Costs on Form C-5A. Proposers are to include component costs for each scope of work item.

(K) Proposers are to include all Start-up and project administration costs on Form C-5A

(X) Proposers are to list all staff positions that would be performing work on this project on Form C-5B.

Form C-1
QUESTIONNAIRE

1. Legal name of proposer:

2. Mailing address of proposer for purposes of notice or other communication relating to the proposal:

3. Contact person, job title, telephone number, and email address:

4. Has your company been terminated from a contract in the past ten (10) years?

Yes _____ No _____ If yes, please provide name of client and explanation.

5. If selected, you intend to carry on the business as:

Sole Proprietor _____ Partnership _____ Corporation _____

Sub-Contractor _____ Joint Venture _____ Limited Liability Company _____

Other, please specify below _____

FORM C-2 PROPOSER'S PAST PROJECTS AND EXPERIENCE

Describe each entity for which similar services, as described in this RFP, were provided by your firm during the past three (3) years. Please make additional copies of this form as needed to identify all clients.

1. Type of Service Provided: _____
2. Provided Service as the: Prime Contractor _____ Sub-Contractor _____
3. Names of other contractors involved and services they provided:

4. Client Name: _____

Address: _____

Project Manager/Contact Person(s): _____

Job Title(s): _____

Current Phone number: (____) _____ - _____ x _____

Current email address: _____

5. Service Contract Dates: _____

Days and hours of Operation: _____

Annual Gross Revenues Collected: _____

Number of Employees: _____

FORM C-3 ADDITIONAL PROPOSER REFERENCES

Proposers may provide additional clients not listed in Form C-2 for City consideration in evaluating the experience with a similar size and scope of work as outlined in Section 4 of the RFP. Please make additional copies of this form as needed.

Type of Service Provided: _____

Client Name: _____

Address: _____

Project Manager/Contact Person(s): _____

Current Phone number: (____) _____ - _____ x _____

Current email address: _____

Service Contract Dates: _____ to _____



Type of Service Provided: _____

Client Name: _____

Address: _____

Project Manager/Contact Person(s): _____

Current Phone number: (____) _____ - _____ x _____

Current email address: _____

Service Contract Dates: _____ to _____

FORM C-4 FINANCIAL BACKGROUND

All information requested below must be furnished by the Proposer and must be submitted with the proposal. Statements must be complete, accurate, and in the format requested. Omission, inaccuracy, or misstatement may be cause for the rejection of the proposal. Additional sheets may be attached hereto as necessary.

1. Financial Statements

Attach financial statements, including balance sheets and income statements prepared by an independent certified public accountant for the past three (3) years, to reflect the financial condition of the Proposer.

2. Surety Information

Has your business ever had a bond or surety canceled or forfeited? Yes No

If yes, attach a statement naming the bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

3. Bankruptcy Information

Has your business ever filed for bankruptcy? _____ Yes _____ No

Has your business ever been declared bankrupt? _____ Yes _____ No

If yes, complete the following:

<u>Date</u>	<u>Court Jurisdiction</u>	<u>Amount of Liabilities</u>	<u>Amount of Assets</u>

4. Pending Litigation

Attach detailed information regarding any litigations, liens, or claims involving any participant in this proposal.

**OPERATION AND MANAGEMENT OF THE CITY'S TRANSIT CUSTOMER SERVICE AND SUPPORT CENTER COST
COMPONENTS FORM C-5A**

This form identifies the key cost components for the operation of this service. This cost information will be used in the evaluation of proposals, and at a later date as additional data to document the costs.

Tasks	Year 1		Year 2		Year 3	
	Labor Cost	Direct Cost	Labor Cost	Direct Cost	Labor Cost	Direct Cost
START UP COST						
Cost Incurred to Start the Contract						
Task 1 - Project Management						
Project Kick-off Meeting						
Develop Work Plan and Start up plan						
Customer Service Center and Transit Store Operations Plan						
Office Security Measure and Safeguard Plan						
Accounting, Bookkeeping and Reconciliation						
Training						
Task 2: Lease Office Space for Customer Service Center and Transit Store						
Space Requirements Assessment						
Site Selection						
Negotiation and Securing of Lease						
Leasing Documentation and Reporting						
Task 3: Operational Readiness						
Tenant Improvements to New or Existing CSC Site and Transit Store						
Furniture and Equipment Procurement						
Procurement and Installation of Telephone Systems						
Procurement and Installation Computer, Internet, and WiFi Technology						
Task 4: CSC Operation and Management						
Operation and Management of the Customer Service Center (CSC)						

Over the Phone Customer Service						
Multilingual Support						
Dissemination of Rider Alerts						
Processing Customer Complaints and Commendations						
Escalation of Issues to City Staff						
Customer Support for DASH and Commuter Express Mobile Ticket/Pass Program						
Customer Support for LAnow Ride Booking						
Fare Media Sales and Fulfillment						
Record Keeping, Storage, and Inventory Management						
Security Services						
Task 5: Transit Shop Operation and Management						
Operation and Management of the Transit Store						
In-Person Fare Media Sale						
In Person Customer Service						
Task 6: Cityride Membership Registration and Management, and Taxi Authorization						
Membership Eligibility and Registration						
Cityride Membership Updates, Monitoring, and Deactivation						
Mailing Of Program Literature And Program Correspondence						
City-Permitted Taxicab Trip Payment Authorization And Approvals						
Task 7: Cityride Fare System Management and Support						
Issuing Cityride Cards to Clients						
Cityride Fare Media Sales and Refunds						
Task 8: Program Websites, Mobile Application, & Technical Assistance						
Cityride Website						
Cityride Mobile Applications						

Cityride Dashboard						
Cybersecurity, Systems Redundancy, and Health Checks						
Task 9: Record Keeping/Database/Storage Management						
Cityride Database and Web Server						
Scanning of Applications and Supporting Documentation						
Task 10: Contractor Reports						
MIS Administration Reporting						
FTA National Transportation Database (NTD)						
CSC Activity Report						
Transit Store Activity Report						
Cityride Support Report						
City-Permitted Taxicab Trip Data Importation Reporting Requirements						
Revenue Generated Report						
Customer Complaints and Commendations Reporting						
Escalation Report						
Position and Task Report						
Schedule B						
Insurance Annual Renewal Submission						
FTA Annual Project Financial Reporting						
Schedule C						
Total Cost Per Year						
3 Year Total (Labor and Direct Costs)						

*All labor costs shall include all management and non-management staff.

TRANSIT MARKETING SERVICES COST COMPONENTS FORM C-5B

Proposed Fee Schedule

List the per- hour rate of all contractor positions who may perform work under this contract

[illegible]

DASH DOWNTOWN SERVICES COST COMPONENTS FORM C-5C

BACK-UP DOCUMENTATION FOR LABOR COSTS

[illegible]

NOTES:

1. Numbers for wages and benefits must be consistent with LWO Checklist
2. Add other classifications as appropriate
3. Total Annual Hours = 2,000
4. Employer contributions only, excludes all Federal and State taxes, worker's compensation, etc.

SECTION 15. APPENDICES

Appendix A: Mandatory City Contracting Requirements

City Contracting Requirement Checklist

Request for Proposal City Contracting Requirements

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

Appendix B: Contracting Provisions for Federal Administration (FTA) Funds

Part 1 – FTA Contracting Requirements

Part 2 – FTA Required Clauses

Appendix A: Mandatory City Contracting Requirements

City Contracting Requirements Checklist

Request for Proposal City Contracting Requirements

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

City of Los Angeles



Department of Transportation

Request for Proposals (RFP)
City Contracting Requirements

CITY CONTRACTING REQUIREMENTS CHECKLIST

SECTION I – Compliance Documents to be Submitted with Response by All Respondents

Respondents are required to complete and **submit** the following documents **with their response**.

A	Business Inclusion Plan (BIP) - Schedule A	
B	Bidder Certification CEC Form 50 (Municipal Lobbying Ordinance)	
C	Prohibited Contributors (Bidders) Form 55 (City Charter §470 (c)(12))	
D	Non-Collusion Affidavit	
E	Contractor Responsibility Ordinance Questionnaire	
F	City of Los Angeles Contract History Form	
G	Contractor Workforce Information Form (LA Residence Information)	
H	Certification of Compliance with Child Support Obligations	
I	Iran Contracting Act of 2010 Compliance Affidavit	
J	Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO)	

SECTION II – Compliance Documents to be Completed and Submitted on RAMPLA.ORG

Respondents are required to complete and submit the following documents **by the solicitation due date**.

K	Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO)	
L	Disclosure Ordinances (Slavery and Border Wall Contracting)	
M	Local Business Preference Program (LBPP) ONLY required if respondent chooses to participate in Program.	

SECTION III – Required Documents Prior to Award of Contract

Qualified OR selected respondents for contract award are required to submit these documents **before contract is executed**.

N	Contractor Responsibility Ordinance Pledge of Compliance	
O	Certification of Compliance with the Americans with Disabilities Act	
P	Insurance Requirements: Workers' Compensation, General Liability, Auto Liability (Refer to Form Gen. 146) <i>Acord 25 Form must be submitted to CAO Risk Management at https://kwikcomply.org</i>	
Q	Business Tax Registration Certificate (BTRC)	
R	Internal Revenue Service (IRS) Form W-9	
S	Financial Guarantee: Performance Bond, Letter of Credit, etc. ONLY if required by the solicitation.	

SECTION IV – City Contract Compliance Requirements

Respondents are advised the following provisions will be part of the contract. **No forms or documents are required to be submitted.**

T	Nondiscrimination/Equal Employment Practices/Affirmative Action	
U	Contractor Evaluation Ordinance	
V	Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance (Fair Chance Initiative for Hiring)	
W	Standard Provisions for City Contracts	

REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS

SECTION I

**Compliance Documents to be Submitted with Response by All
Respondents**

Section A

Business Inclusion Program (BIP)

Established by Mayor's Executive Directive No. 14, this program requires all respondents to Request for Bids (RFBs), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program (BIP) Outreach on the City of Los Angeles' Regional Alliance Marketplace for Procurement (LARAMP) at www.rampla.org.

INSTRUCTIONS

All Respondents must perform and submit the Business Inclusion Program Outreach as described in the following instructions.

Outreach must be completed **15 DAYS** prior to submittal deadline.

All Respondents **MUST complete and submit** the BIP Schedule A and include in their response.

Responses submitted without a completed BIP Schedule A **WILL** be deemed non-responsive and disqualified from being considered.

All BIP Outreach documentation must be submitted on LARAMP by 4:30 p.m. on the first calendar day following the day of the response submittal deadline.

CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP)
FOR A REQUEST FOR PROPOSAL (RFP)

Performance of a BIP outreach to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) subconsultants must be completed on the Regional Alliance Marketplace for Procurement (RAMP), www.rampla.org.

All BIP outreach documentation must be submitted on the RAMP by 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline.

The Department of Transportation anticipated levels of

MBE Participation:	<u>18</u> %
WBE Participation:	<u>4</u> %
SBE Participation:	<u>25</u> %
EBE Participation:	<u>8</u> %
DVBE Participation:	<u>3</u> %

NOTE: BIP outreach information and/or assistance may be obtained through Lindsey Estes at lindsey.estes@lacity.org or (213) 928-9772.

**CITY OF LOS ANGELES' POLICY
BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)**

SUMMARY

This policy sets forth the City of Los Angeles' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBES, and OBEs. Failure to demonstrate an outreach on the RAMP to comply with the indicators will render the proposal non-responsive.

A. GENERAL

This policy statement explains how the City's BIP will be administered within the Awarding Authority for personal services contracts. The Awarding Authority is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Awarding Authority on a contractual basis. The BIP is set forth in this policy Statement. Respondents to this Awarding Authority shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

Additional information and/or assistance in implementing this Program may be obtained through Lindsey Estes at lindsey.estes@lacity.org or (213) 928-9772.

B. DEFINITIONS

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
 - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and
 - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. Small Business Enterprise (SBE): For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business (personal or professional services, manufacturer, supplier, or vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
 - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$15 million.
3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues do not exceed \$5 million.
4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program, Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business that is at least 51 percent owned by one or more disabled veterans.
 - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean

any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.

6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
8. Certification must be current **on the date the Awarding Authority awards a contract for the project** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
 - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (Caltrans); 3) Any certifying agency that is a part of the State of California Unified Certification Program (CUCP) as long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements; 4) Southern California Minority Supplier Development Council (SCMSDC) for MBE certifications; 5) Women's Business Enterprise Council West (WBEC)-West for WBE certifications; or 6) California Public Utilities Commission's Supplier Clearinghouse (CPUC).

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

1. City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684
E-mail address: bca.certifications@lacity.org
2. California Department of Transportation, Office of Business and Economic Opportunity
1823 14th Street, Sacramento, CA 95814
Telephone: (916) 324-1700
Internet address: www.dot.ca.gov/programs/business-and-economic-opportunity
3. Southern California Minority Supplier Development Council (for a fee)
800 W. 6th Street, Suite 850, Los Angeles, CA 90017
Telephone: (213) 689-6960
Fax: (213) 689-1707
Internet address: www.scmsdc.org
4. Women's Business Enterprise Council – West (WBEC-West)
400 Corporate Pointe, Suite 300
Culver City, CA 90230
Telephone: (310) 461-4361
E-mail: office@wbec-west.org

Internet address: www.wbec-west.com

5. California Public Utilities Commission's Supplier Clearinghouse (CPUC)
10100 Pioneer Boulevard, Suite 103
Santa Fe Springs, CA 90670
Telephone: (562) 325-8685
Fax: (562) 278-0153
Internet address: <http://www.thesupplierclearinghouse.com/>

- b. Certification as a Small or Emerging Business Enterprise: An SBE must be certified by either:
 - 1) City of Los Angeles, Bureau of Contract Administration as a Local, Small Business Enterprise; or
 - 2) State of California, Office of Small Business & Disabled Veteran Business Enterprise Services as long as the certification meets all of the City of Los Angeles' SBE and/or EBE certification criteria.

Note: The City of Los Angeles, Bureau of Contract Administration does not offer EBE certifications. However, if a company holds a City of Los Angeles certification as a Local, Small Business Enterprise, they can request an SBE and EBE designation on their RAMP company profile. The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.

Applications for certification and directories of SBE/EBE certified firms are available at the following locations:

1. City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684
E-mail: bca.certifications@lacity.org
Internet address: <https://bca.lacity.org/certification>
2. Office of Small Business & Disabled Veteran Business Enterprises (OSDS) Resources
707 3rd Street, West Sacramento, CA 95605
Telephone: (916) 375-4940
E-mail: OSDSHelp@dgs.ca.gov
Internet address: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

- c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by either: 1) State of California, Office of Small Business & Disabled Veteran Business Enterprise Services; or 2) Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, Center for Verification and Evaluations as Service-Disabled Veteran-Owned Small Business (SDVOSB) and be headquartered in California.

Applications for certification/verification and directories of DVBE and SDVOSB certified/verified firms are available at the following locations:

1. Office of Small Business & Disabled Veteran Business Enterprises Services (OSDS)
707 3rd Street, West Sacramento, CA 95605
Telephone: (916) 375-4940
E-mail: OSDSHelp@dgs.ca.gov

Internet address: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

2. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization (OSDBU)

Internet address: <https://www.va.gov/osdbu/>

9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.
10. Subcontract: For the purpose of this program, the term “Subcontract” denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and under its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the consultant.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE, and OBE.
 - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 8, **on the date the Awarding Authority awards a contract for the project** before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
 - b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be a consideration when determining a prime consultant’s BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain certified MBEs, WBEs, SBEs, EBEs, and DVBEs through subconsulting or materials and supplies acquisition to reach anticipated participation levels.
 - c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the levels of MBE, WBE, SBE, EBE, DVBE and/or OBE participation, unless the vendor manufactures or substantially alters the materials/supplies.

- d. MBE, WBE, SBE, EBE, DVBE and/or OBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- e. A firm which qualifies as both an MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, an MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, DVBE and/or OBE firm must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work. Additionally, a firm listed for participation credit must be performing work or a service which is considered a normal part of their business activity offered to the public.
- g. MBE and/or/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.
- i. A listed firm whose participation is credited initially as an OBE, but becomes certified or obtains additional certifications subsequent to the date of the contract award, will receive the appropriate participation credit for any work performed after becoming certified. Additionally, if the subconsultant has a status change in any of its certifications during the performance of work under the contract, the firm will not receive certification credit for work performed after the certification status change.

C. BIP OUTREACH DOCUMENTATION

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on city staff and RFP respondents alike, the Mayor's Office has developed a Business Inclusion Program (BIP). The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Regional Alliance Marketplace for Procurement (RAMP). The RAMP can be accessed at www.rampla.org. Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not be the basis for disqualification or determination of noncompliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFP response non-responsive and will result in its rejection.** *Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a respondent's BIP Outreach will be determined by the Board of Public Works (Board) after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties encountered (i.e.: inability to log in, system log out, receiving an error message when you believe you have met the requirements, etc.) while utilizing the RAMP should be reported immediately using the following steps:

1. E-mail RAMP Support at support@rampla.org.
2. E-mail Lindsey Estes at lindsey.estes@lacity.org with cc to robin.quintanilla@lacity.org
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call Lindsey Estes at 213-928-9772

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may

not be accepted.

Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the respondent's name will be evaluated. Therefore, submission by a third party will result in the respondent being deemed non-responsive. BIP Outreach may be completed by any Joint Venture member on behalf of the Joint Venture or under the name of the Joint Venture.

1	LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION
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The proposer has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE anticipated percentages set forth on Page 1 herein and to have the proposer meet the subconsulting expectations for the project.

Required Documentation: No documentation is required from the proposer.

2	ATTENDED PRE-SUBMITTAL MEETING
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The proposer attended the pre-submittal meeting scheduled by the Project Manager to inform all proposers of the requirements for the project for which the contract will be awarded. This requirement may be waived if the proposer certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months.

Required Documentation: An employee of the proposer's company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the proposer both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City approved matchmaking event in the prior 12 months as is evidenced by City records. The waiver must also include the NAICS codes for the subconsultant the Prime met with at the matchmaking event, and those NAICS Codes **MUST** be included in the opportunity the Prime is bidding on.

Note: If the RFP states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

3	SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS
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The proposer has identified the minimum number, as determined by the Awarding Authority, of specific areas of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

Required Documentation: Outreach via e-mail in the selected work areas. This outreach must be performed using the RAMP's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants who are currently registered on the RAMP. Failure of the proposer to outreach in all of the work areas selected by the City as potential subconsulting work areas may result in the RFP response being deemed non-responsive.

Note: City staff will access the RAMP and verify compliance with this indicator after the RFP submission deadline.

All notifications must be provided utilizing RAMP, and made not less than **fifteen (15) calendar days** prior to the date the RFP responses are required to be submitted. In all instances, proposers must document that invitations for subcontracting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each area of work to be performed.

Required Documentation: E-mail notification in each of the selected work areas to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work area to be performed. The notification must be performed using the RAMP's BIP Outreach system. The notification must be to potential subconsultants currently registered on the RAMP. If the proposer is aware of a potential subconsultant that is not currently registered on the RAMP, it is the proposer's responsibility to encourage the potential subconsultant to become registered so that the proposer can include them as part of their BIP outreach. Notifications must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the proposer, and contact person's name, address, and telephone number. Proposers are required to send notifications to a sufficient number of firms comprised of MBE, WBE, SBE, EBE, DVBE and OBE firms for each work area chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work area at the time the RFP was uploaded to the RAMP.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE and OBE subconsultants that need to be notified for each work area.

# of Subconsultants in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1-10	100%	1-10
11-20	80%	9-16
21-50	60%	13-30
51-100	40%	21-40
101-200	25%	26-50
>200	10%	20+

A proposer's failure to utilize this notification function will result in their RFP response being deemed non-responsive.

Note: Proposers will not be able to utilize the RAMP's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing the RAMP's notification function, proposers will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. By "double clicking" on a red box containing "0*" the proposer will be taken to a list of firms(s) that will allow them to meet this requirement, as long as the notification deadline has not passed. If a proposer is not finding firms of a certain type of certification status when performing their notification search under the six (6) digit NAICS code, the proposer will need to expand their search to the five (5) digit code (i.e.: If none are listed under 236210 – Industrial Building Construction, then search under 23621 – Industrial Building Construction.) Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit potential subconsultant responses. City staff will access the RAMP and verify compliance with this indicator after the RFP submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress. In case of technical error, please follow the process for reporting these errors as outlined in Section C.

The proposer provided interested subconsultants with information about the availability of plans, specifications, and requirements for the selected subconsulting work.

Required Documentation: Include in Indicator 4, information detailing how, where and when the proposer will make the required information available to interested subconsultants. The notification must be performed using the RAMP's BIP Outreach system.

Note: For purposes of RFPs, making a copy of the RFP available to potential subconsultants will meet this requirement. At the time a proposer utilizes the RAMP's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the RAMP's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. City staff will access the RAMP and verify compliance with this indicator after the RFP submission deadline.

The proposer has responded to every unsolicited offer sent by a Registered Subconsultant using RAMP and has evaluated in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subconsultant, as determined by the Awarding Authority. The proposer must submit a list of all subconsultants for each area of work, including dollar amounts of potential work for MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, and a copy of any and all bids or proposals received. This list must include an explanation of the evaluation that led to the bid or proposal being rejected and the explanation must have been communicated to the subconsultant using RAMP.

Required Documentation:

- a) Schedule A MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form;
- b) An online Summary Sheet organized by work area, listing the following:
 - 1) The responses and/or bids received;
 - 2) The name of the subconsultant who submitted the bid/quote;
 - 3) The dollar amount of the bid/quote;
 - 4) A brief reason given for selection/non-selection as a subconsultant;
 - 5) The subconsultant selected for that work area.
- c) Copies of all MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted through the RAMP to the "BIP Supporting Documents" section of the Summary tab prior to the proposer being awarded the contract by the City;

The proposer will be given a choice of responses to indicate 1) No Response received; 2) Response received; but no subconsultant bid submitted; or 3) Submit Bid and include bid amount.

The proposer will be able to choose a preselected reason for selection/non-selection, but may also need to include further explanation in the Notes Section of the online Summary Sheet. If the proposer elects to perform a work area with its own forces and they received a sub-bid/response, they must include a bid/response that shows their own costs for the work. Also, if the proposer is not a Local Business Enterprise (LBE), but wants to participate in the Local Business Preference Program (LBPP) by utilizing Local Business Enterprise subconsultants as prescribed in the LBPP requirements of the RFP documents, a subconsultant's LBE status can be considered a reason for selection over a non-LBE subconsultant. **All bids/responses received, regardless of whether or not the proposer outreached to the subconsultant, must be submitted and included on the on-line Summary Sheet.** To that extent, the City expects the proposer to submit a bid/response from each subconsultant listed on the online Summary Sheet. **All potential subconsultants with whom the proposer has had contact outside of the RAMP must be documented on the online Summary Sheet.**

The Summary Sheet must be performed using the RAMP's BIP Outreach system and must be submitted by 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline. If a bid/response is submitted by a firm that is not registered with the RAMP, the proposer is required to add that firm to their Summary Sheet. A proposer's failure to utilize the RAMP's Summary Sheet function will result in their RFP response being deemed non-responsive.

Note: City staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Proposers must have a bid/quote from each subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Proposers are encouraged to submit all of their bids/quotes with their RFP response submittal. Proposers will not be able to edit their Summary Sheet on the RAMP's BIP Outreach Summary Sheet function after 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline. City staff will access the RAMP and verify compliance with the Summary Sheet provision of this Indicator after the RFP submission deadline. Proposers are required to have each of the subconsultants on their Schedule A registered on the RAMP prior to being awarded the contract. In case of technical error, proposers must follow the process for reporting these errors as outlined in Section C.

7	BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE
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Each notification by the proposer shall also include an offer of assistance to interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, and insurance required by the Awarding Authority or proposer.

Required Documentation: Include in Indicator 4, information about the proposer's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the RAMP's BIP Outreach notification system.

Note: At the time a proposer utilizes the RAMP's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the RAMP's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit subconsultant responses or is deemed contrary to the intent of this Indicator. City staff will access the RAMP and verify compliance with this Indicator after the RFP submission deadline.

The proposer shall submit completed BIP Outreach documentation either via the RAMP's BIP Outreach system or prior to award of the contract, as specified for each Indicator. The Awarding Authority in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Awarding Authority.

D. AWARD OF CONTRACT

The Awarding Authority reserves the right to reject any and all RFP responses. The award of a contract will be to the responsive, responsible proposer whose RFP response complies with all requirements prescribed herein. This includes compliance with the required BIP Outreach. A positive and adequate demonstration to the satisfaction of the Awarding Authority that a BIP Outreach to include MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract. Proposers are required to have each one of their subconsultants register on the RAMP prior to the award of the contract.

In the event that the Awarding Authority considers awarding away from a proposer because of the proposer's failure to supply adequate BIP Outreach documentation, the Awarding Authority shall afford the proposer an opportunity to present further evidence to the Awarding Authority prior to a public hearing of the proposer's BIP Outreach evaluation.

E. SUBCONSULTANT SUBSTITUTION

In addition to the requirements set forth in the provisions pertaining to the listing of subconsultants, the following shall apply for the purpose of this program:

1. Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
 - a. The Consultant shall request approval of the Awarding Authority for all substitutions of bid-listed (Schedule A) subconsultants.
 - b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) subconsultant, the Consultant must perform a BIP Supplemental Outreach to replace the subconsultant.
 - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:
 1. Name of company contacted; contact person and telephone number; date and time of contact.
 2. Response for each area of work which was solicited, including dollar amounts.
 3. Reason for selection or rejection of sub-bid prospect.
 4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Office of Contract Compliance by e-mail at bca.biphelp@lacity.org for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
 - b. The Consultant shall submit all documentation to the Awarding Authority's Project Manager who may refer it to the Office of Contract Compliance for review and approval.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:
 - a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
 - b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
 - c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

F. SUB-AGREEMENT FALSIFICATION

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.

G. SUBMITTAL DOCUMENTS

1. **MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form (Schedule A):**
Proposers shall submit with their proposal the MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form, provided herein as Schedule A. The proposer shall list itself and the names and addresses of all firms to be used with a complete description of work or supplies to be provided by each, and the description of work to be performed.
2. **MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B):**
During the term of the contract, the consultant must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.
3. **Final Subcontracting Report (Schedule C)**
Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Board within 15 working days after completion of the contract.

H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING

The Awarding Authority which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

I. AWARD OF CONTRACT

Nothing herein restricts the discretion of the Board to reject all proposals in accordance with Charter Section 371.

RFP SCHEDULE A

MBE/ WBE/ SBE/ EBE/ DVBE/ OBE SUBCONSULANT INFORMATION FORM

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN and DATE ALL SHEETS)

Project Title:		Work Order Number:	
Consultant:		Address:	
Contact Person:		Phone:	

List of all Subconsultants (Service Providers/Suppliers/Etc.)				
Name, Address, and Phone No. of Subconsultant	Description of Work or Supply	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Caltrans/City/ MTA Certification No.	Dollar Value of Subcontract

Current Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE/ Participation to Date					
	Total Dollar	Percent		Total Dollars	Percent
MBE Participation	\$	%	WBE Participation	\$	%
SBE Participation	\$	%	EBE Participation	\$	%
DVBE Participation	\$	%	OBE Participation	\$	%

Signature of Person Completing this Form	Printed Name	Title	Date

MUST BE SUBMITTED WITH PROPOSAL

RFP SCHEDULE B
MBE/ WBE/ SBE/ DVBE/ OBE UTILIZATION PROFILE

Project Title:		Work Order Number:	
Consultant:		Address:	
Contact Person:		Phone/Email:	

Contract Amount (Including Amendments)	This Invoice Amount

	MBE/ WBE/ SBE/ DVBE/ OBE Subconsultant (List All Subconsultants)					
Name of Subconsultant	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Certification Agency/ Certification Number	Original Subcontract Amount	This Invoice Amount	Invoiced to Date (Include this Invoice)	Scheduled Participation to Date

Current Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE/ Participation to Date					
	Total Dollar	Percent Achieved		Total Dollars	Percent Achieved
MBE Participation	\$	%	WBE Participation	\$	%
SBE Participation	\$	%	EBE Participation	\$	%
DVBE Participation	\$	%	OBE Participation	\$	%

Invoiced to Date Amount (Includes this Invoice)	\$
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Signature of Person Completing this Form	Printed Name	Title	Date

MUST BE SUBMITTED WITH EACH INVOICE

RFP SCHEDULE C FINAL SUBCONSULTING REPORT

Project Title:		Work Order Number:	
Contractor:		Address:	
Contact Person:		Phone/Email:	
Total Contract Amount (Including Amendments)		\$	

MBE/ WBE/ SBE/ DVBE/ OBE Subconsultants (List All Subconsultants)					
Name, Address, Phone of all Subcontractors Listed on Schedule C	Description of Work or Supply	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Certification Agency and Certification Number	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

***If the actual dollar value differs from the original dollar value, explain the differences and give details.**

	Total Dollar	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledge dLeve ls
MBE Participation		%	%	WBE Participation		%	%
SBE Participation		%	%	EBE Participation		%	%
DVBE Participation		%	%	OBE Participation		%	%

Total Final Amount Invoiced	\$
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Signature of Person Completing this Form	Printed Name	Title	Date

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

Section B

Municipal Lobbying Ordinance

The Municipal Lobbying Ordinance serves to identify persons engaged in compensated lobbying activities aimed at influencing decision of City government. Respondents are required to submit with their response a completed and signed Bidder Certification CEC Form 50 acknowledging that, if the Respondent qualifies as a lobbying entity under Los Angeles Municipal Code Section 48.02 (the exemptions in Los Angeles Municipal Code Section 48.03 do not apply), the Respondent agrees to Bidder Certification CEC Form 50 comply with the disclosure requirements and prohibitions established in the Municipal Lobbying Ordinance.

A copy of the ordinance can be found at:

<https://ethics.lacity.org/wp-content/uploads/Laws-Lobbying-MLO.pdf>

Further information is available at:

<https://ethics.lacity.org/laws/#lobbying>

INSTRUCTIONS

All Respondents **MUST complete and submit** the [Bidder Certification CEC Form 50](#) with their response.

Responses submitted without a completed Bidder Certification CEC Form 50 **WILL** be deemed non-responsive and disqualified from being considered.

Section C

**City Charter §470 (c)(12)
(Campaign Finance Ordinance)**

Charter Section 470(c)(12) and related ordinances state that respondents may not make campaign contributions to and/or engage in fundraising for any elected City official, candidate for elected City office, or City committee controlled by an elected City official or candidate from the time they submit a response until either the contract is approved or, for awarded responders, twelve (12) months after the contract is signed. The respondent who bids on or submits a proposal or other response to a contract solicitation and subcontractors expected to receive \$100,000 or more in work on the contract are subject to limitations on campaign contributions and fundraising. Respondent's principals, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

By submitting the Prohibited Contributors (Bidders) Form 55, as prescribed by the City Ethics Commission, the respondent acknowledges and agrees to comply with the requirements of Charter Section 470(c)(12) and related ordinances.

A copy of Los Angeles City Charter §470 can be found at:
<https://ethics.lacity.org/wp-content/uploads/Charter-Sec-470.pdf>

A copy of the ordinance can be found at:
<https://ethics.lacity.org/wp-content/uploads/2019/01/CFO-20181219-Effective-20190128-Final.pdf>

Further information is available at:
<https://ethics.lacity.org/campaigns/>

INSTRUCTIONS

Prior to the execution of a City contract, Contractor **MUST complete and submit** the [Prohibited Contributors \(Bidders\) Form 55](#).

Responses submitted without a completed Prohibited Contributors (Bidders) Form 55 **WILL** be deemed non-responsive and disqualified from being considered.

Section D

Non-Collusion Affidavit

Pursuant to the Los Angeles Administrative Code, Division 10, Chapter 1, Article 2, Section 10.15, each response must include a statement submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive; the response is not made in the interest or behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

INSTRUCTIONS

All Respondents **MUST complete and submit** the enclosed Non-Collusion Affidavit and include in their response.

Responses submitted without a completed Non-Collusion Affidavit **WILL** be deemed non-responsive and disqualified from being considered.

NON-COLLUSION AFFIDAVIT

The appropriate, authorized operator's designate must sign and if available affix the corporate seal (see space below).

I, _____, depose and say that I am
_____, of _____,
("President," "Vice-President," etc.) (Insert Name and Address of Organization)

who submits this proposal to the City of Los Angeles, Department of Transportation, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: _____ at _____
(Month, Day, Year) (City, State)

(Corporate Seal, if available) I certify under penalty of perjury that the foregoing is correct.

(Signature)

Section E

Contractor Responsibility Ordinance

Respondents are advised that any contract awarded pursuant to this procurement process will be subject to the provisions of Los Angeles Administrative Code 10.40 et seq., Contractor Responsibility Ordinance. The Contractor Responsibility Ordinance (CRO) requires a determination, via the Responsibility Questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles.

Further information regarding the requirements of the ordinance is available at:

<https://bca.lacity.org/Ordinances>

INSTRUCTIONS

All Respondents **MUST complete, print and submit** an initial submission of the [Service Contractor Responsibility Ordinance \(CRO\) Questionnaire](#) and include in their response.

Responses submitted without a completed Responsibility Questionnaire **WILL** be deemed non-responsive and disqualified from being considered.

Section F

City of Los Angeles Contract History

The City Council passed a resolution (Council File 98-1331) on July 21, 1998 requiring that all Respondents to a procurement supply in their response, a list of all City of Los Angeles contracts held by the respondent or any affiliated entity during the preceding 10 years.

INSTRUCTIONS

All Respondents **MUST complete and submit** the enclosed City of Los Angeles Contract History Form and include in their response.

Responses submitted without a completed City of Los Angeles Contract History Form **MAY** be deemed non-responsive and disqualified from being considered.

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

Were any contracts held with the City of Los Angeles in the last 10 years?

☐ Yes ☐ No

Department with which Contract Held		Contract Dates	Services/Goods Provided	Contract Amount	Contract Number
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Name of Organization

Title

Print Name

Date

Signature

Section G

**Contractor Workforce Information
(LA Residence Information)**

All Respondents must complete the Los Angeles Residence Information form in order to be considered for a contract award. An important policy goal of the City is to encourage businesses to locate or remain in the City. To track that goal effectively, the Los Angeles City Council, on January 7, 1992, adopted a motion (Council File 92-0021) that requires all City departments to gather various information on contractors who conduct business with the City and all respondents to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

The following information is to be included in each proposal:

- a) The headquarters address of the firm and the total number of employees, regardless of work location;
- b) The percentage of the firm's total work force employed within the City and the percentage residing within the City; and,
- c) The address(es) of any branch office(s) located within the City and the total number employed in each Los Angeles branch office, the percentage of the work force in each Los Angeles branch office that is employed within the City, and the percentage residing within the City.

INSTRUCTIONS

All Respondents **MUST complete and submit** the enclosed City of Los Angeles Contractor Business Locations and Workforce Information Form and include in their response.

Responses submitted without a completed City of Los Angeles Contractor Business Locations and Workforce Information Form **WILL** be deemed non-responsive and disqualified from being considered.

CONTRACTOR BUSINESS LOCATIONS AND WORKFORCE INFORMATION

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: _____

I. Corporate or Main Office Information:

Address	Workforce in Organization:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles

* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

II. City of Los Angeles Branch Offices Information:

Note: If there are no Los Angeles Branch offices, mark N/A on first line.

Address	Workforce in Los Angeles Branch Office:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles

* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

Section H

Child Support Obligations

The City of Los Angeles has adopted an ordinance (Ordinance No. 172401) requiring all contractors and subcontractors performing work for the City comply with all State and Federal reporting requirements and wage and earning assignments relative to legally mandated child support. Respondents must complete and return the enclosed form and agree to comply with all terms and conditions within. Furthermore, Respondents are advised that any contract awarded pursuant to this procurement process will be subject to the applicable provisions of the Child Support Obligations Ordinance.

INSTRUCTIONS

All Respondents **MUST complete and submit** the enclosed Certification of Compliance with Child Support Obligations and include in their response.

Responses submitted without a completed Certification of Compliance with Child Support Obligations **WILL** be deemed non-responsive and disqualified from being considered.

City of Los Angeles

**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT
OBLIGATIONS**

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.

I declare under penalty of perjury that the foregoing is true and was executed at:

City/County/State

Date

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number

Section I

Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all Respondents submitting a response for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit.

INSTRUCTIONS

All Respondents **MUST complete, print, and submit** the [Iran Contracting Act of 2010 Compliance Affidavit](#) and include in their response.

Responses submitted without a completed Iran Contracting Act of 2010 Compliance Affidavit **MAY** be deemed non-responsive and disqualified from being considered.

Section J

**Living Wage Ordinance
And
Worker Retention Ordinance**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, must comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq. Worker Retention Ordinance (WRO). Additional information may be found at the following websites listed below.

Respondents who believe that they meet the qualifications for one of the exemptions must apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal. Application forms are as follows: Exemption Application (Form LW-10), Small Business Exemption Application (Form LW-26), 501(c)(3) Non-profit Exemption Application (Form OCC/LW-28), and Non-Coverage Determination Application (Form OCC/LW-29).

More detailed information about the ordinances are available on the Bureau of Contract Administration's website at:

<https://bca.lacity.org/living-wages-ordinance-lwo>

<https://bca.lacity.org/service-contract-worker-retention-ordinance-scwro>

The LWO Exemption forms are available here:

[Exemption Application \(Form LW-10\)](#)

[Small Business Exemption Application \(Form LW-26\)](#)

[501\(c\)\(3\) Non-profit Exemption Application \(Form OCC/LW-28\)](#)

[Non-Coverage Determination Application \(Form OCC/LW-29\)](#)

(Rev. 01/18)

INSTRUCTIONS

If exemption from the Living Wage Ordinance is **not** claimed, complete and return the enclosed compliance form.

If applying for an exemption from the Living Wage Ordinance, Respondent must complete and submit the appropriate exemption form and submit completed form with their response.

City of Los Angeles

COMPLIANCE WITH THE LIVING WAGE ORDINANCE

Return this document with the Proposal/Bid Response

By submitting this form, the undersigned hereby declares that an application for exemption is NOT submitted with Proposal/Bid Response and agrees to fully comply with the requirements of the Los Angeles Administrative Code section 10.7, Living Wage Ordinance.

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number

REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS

SECTION II

Compliance Documents to be Completed and Submitted on [RAMPLA.ORG](https://rampla.org)

Section K

**Equal Benefits Ordinance
And
First Source Hiring Ordinance**

If a contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), Contractors are required to complete a streamlined EBO/FSHO Compliance Affidavit web application form that is located on the City of Los Angeles' Regional Alliance Marketplace for Procurement (LARAMP) at www.rampla.org. Contractors are responsible for creating an LARAMP profile and completing and submitting the affidavit. See below for additional details about the EBO and the FSHO.

Equal Benefits Ordinance (EBO):

Contractors are advised that any contract awarded pursuant to this procurement process will be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Contractors shall complete and submit the Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit, available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org, prior to award of a City contract that exceeds \$25,000. The affidavit shall be valid for a period of three years from the date it is first submitted on the City's RAMP. The City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO/FSHO Affidavit. Contractors seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/equal-benefits-ordinance-ebo>

First Source Hiring Ordinance (FSHO):

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of City Loans or Grants, must comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All Contractors shall complete and electronically sign the Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org, prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first submitted on the City's RAMP.

Contractors seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/first-source-hiring-ordinance-fsho>.

(Rev. 04/22)

INSTRUCTIONS

Respondent must complete and electronically sign the Equal Benefits Ordinance /First Source Hiring Ordinance Compliance Affidavit on www.rampla.org.

Section L

Disclosure Ordinances

(Slavery and Border Wall Contracting)

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this procurement process will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

Contractors are required to complete a streamlined Disclosure Ordinances Compliance Affidavit web form that is located on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org.

Contractors are responsible for creating a RAMP profile and completing and submitting the Disclosure Ordinances Compliance Affidavit. The affidavit can be found by navigating to the "My Business Profile" page and clicking on the "Compliance Documents" link.

The web form will be verified by the Bureau of Contract Administration (BCA) prior to contract execution.

Contractors seeking additional information regarding the requirements of the SDO and DBWCO may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/slavery-disclosure-ordinance-sdo>.

(Rev. 01/20)

INSTRUCTIONS

Respondent must complete and electronically sign the Disclosure Ordinances Affidavit on www.rampla.org.

Section M

Local Business Preference Program

Per City of Los Angeles Ordinance No. 187121 and LAAC § 10.25, et seq., the City is committed to maximizing opportunities for local businesses and local small businesses in Los Angeles County, business entities working with the hardest-to-employ populations. It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The new Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. Criteria and instructions for participation in the LBPP are set forth herein.

(Rev. 08/2021)

INSTRUCTIONS

Respondents interested in participating in the LBPP must complete a Local Business Enterprise (LBE), Local Small Business (LSB), and/or Local Transitional Employer (LTE) application. The required Applications/Renewals will only be accepted and processed through www.rampla.org.

PROPOSALS

(Pages LBPP-1 through LBPP-7)

REQUEST FOR PROPOSALS - LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)

City of Los Angeles Ordinance No. 187121, Article 4, Sections 10.25, *et esq.*
of the Los Angeles Administrative Code

Local Business Prime	8%
----------------------	----

Local Small Business	2%
----------------------	----

Local Transitional Employer	2%
-----------------------------	----

Or

Local Business Subcontractor (s)	Up to 5%
----------------------------------	-------------

NOTE: Local Business Preference Program information and/or assistance may be obtained through the Los Angeles Department of Transportation.

A. General

This program is subject to the policies and requirements established by the City Council and the City of Los Angeles (City) Mayor's Office. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County (County). It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. The LBPP is set forth herein. Bidders should be fully informed of this program.

Awarding Authorities shall opt out when the contract is funded by a grant or is federally funded and funding regulations prohibit the funding recipient from implementing the LBPP on the resulting contract. The Awarding Authority can also opt out of the program when full and open competition is limited because of a sole source vendor, provider, or supplier. Finally, the Awarding Authority is entitled to determine at any time before the award of a contract that it is not in the City's best interest to grant a proposal preference to a qualifying Local Business. Failure to comply with the LBPP shall result in investigations by the Bureau of Contract Administration/ Office of Contract Compliance (BCA/OCC) in its role as the Designated Administrative Agency.

B. Participation Criteria for Local Business Preference Program

To be eligible for participation in this program, the BCA/OCC requires that the prospective local business submit an affidavit attesting as such on the Regional Alliance Marketplace for Procurement Los Angeles (RAMPLA) website. An affidavit form is available to be downloaded on the RAMPLA website at <http://www.rampla.org>. Determination of qualification as a local business by any other entities, other than BCA/OCC, or by any other means other than submission of an affidavit on RAMPLA shall not be accepted for purposes of participation in the LBPP. Affidavit forms are prioritized according to the date they are received. The local business must be listed on RAMPLA as such prior to the proposal due date and time in order to participate in the LBPP. If an affidavit is submitted prior to the proposal deadline, but has not been verified by BCA/OCC, the Awarding Authority may request for the BCA/OCC to expedite the affidavit if the local business designation would result in a change of award recommendation. In this instance, the status as a local business will be based on the date the affidavit was submitted.

C. Definitions

1. "Article" means the City of Los Angeles Ordinance No. 187121, Article 4, codified in Sections 10.25, *et seq.* of the Los Angeles Administrative Code.
2. "Awarding Authority" means the governing body, board, officer, or employee of the City authorized to award a Contract and includes a department that has control of its own funds if the department adopts policies consistent with the provisions of this article. The Proprietary Departments and the Departments of Recreation and Parks, and Library are strongly encouraged to adopt local preference programs consonant with the provisions of the Article.
3. "Bid Price" means the dollar amount after the bidder's quoted price is adjusted for evaluation in accordance with applicable provisions. For procurement contracts this may include, but not be limited to, a Cash Discount, or Combined Award Discount.

4. "Cash Discount" means a reduction in the full cost of a good or service when payment is made within a specified period of time: e.g. 2% 10 net 30.
5. "Combined Award Discounts" (CAD) means the discount terms offered by a supplier and are usually expressed in percentages taken directly from the pricing totals of the bidders offering such a discount. CADs are applicable if the specification or bidding documents includes the CAD provision clause, it applies to more than one item or more than one group of items, and if the items included for CAD purposes are not cherry picked from a predefined group of items as set forth by the specifications or bid document.
6. "Contract" means a written agreement over \$150,000.00 for the purchase of goods, equipment or services, including construction, by or for the benefit of the City or its residents.
7. "Contractor" means the person; business or entity awarded the Contract by the Awarding Authority.
8. "Dealer" or "Supplier" means any Person who owns, operates, or maintains a store, warehouse, or other establishment in the County of Los Angeles in which the equipment, goods, or materials of the general character described in the Proposal specifications and required under the Contract are regularly sold or leased to the public from its own inventory or otherwise procured in the usual course of its business. A "Dealer" or "Supplier" does not include a packager, broker, manufacturer's representative, or other person who arranges or expedites a transaction without taking ownership of the finished or assembled equipment, goods or materials prior to the sale or lease to the City.
9. "Local Business" means a business entity that occupies work space within the County, is in compliance with all applicable City and County licensing and tax laws, and can demonstrate one of the following: (1) it is headquartered in the County and physically conducts and manages all of its operations from a location in the County; (2) that at least 50 of its full time employees perform work within the boundaries of the County at least 60 percent of their total regular hours worked on an annual basis; or (3) that at least half of the full-time employees (50%) of the business work within the boundaries of the County at minimum of 60 percent of their total, regular hours worked on an annual basis.
 - a. A business entity with multiple locations within the County, can aggregate 50 of its full-time employees working at least 60% of their regular hours from its different locations within the County to qualify as a Local Business.
 - b. A business entity awarded a City contract under the LBPP, must carry out the services of the contract using employees whose exclusive, primary working location is in Los Angeles County.
 - c. A joint venture must be a legally established entity and be certified as an LBE in order to participate in the LBPP. Individual LBE certification by one or more of the joint venture partners will not be considered sufficient to qualify for participation in the LBPP.

- d. A firm that is certified as a Local Small Business Enterprise (LSBE) with the Los Angeles County Office of Small Business will be verified as an LBE on RAMPLA upon request through the LBE affidavit, assuming the LSBE meets the certification qualifications.

D. Local Business Preference Program Participation Recognition

1. Qualifying contractors who participate in the LBPP by qualifying as a local business will receive 8% preference credit to their proposal in excess of \$150,000.00.
2. Qualifying contractors who participate in the LBPP by also qualifying as a Local Small Business or Local Transitional Employer will receive an additional 2% preference credit for each additional certification to their proposal in excess of \$150,000.00.
3. A Local Business that is not eligible for the additional preference, but that identifies a Subcontractor(s) that is certified by the DAA as a Local Small Business or a Local Transitional Employer (LTE), shall receive up to a maximum of 2% preference for each additional certification. The additional preference under this subsection shall be applied as follows:
 - a. A Local Business that identifies a Subcontractor certified by the DAA as a Local Small Business shall receive a 1% preference to the Proposal for every 10% percent of the cost of the proposed work to be performed by the qualifying Subcontractor.
 - b. A Local Business that identifies a Subcontractor certified as a Local Transitional Employer shall receive a 1% preference to the Proposal for every 10% percent of the cost of the proposed work to be performed by the qualifying subcontractor.
 - c. The Proposal must identify each Subcontractor, the proposed work of the Subcontractor, and the cost of the work for each Subcontractor.
4. A Proposal that does not qualify for the Local Business Preference may receive up to a 5% preference if it identifies a Subcontractor that is certified by the DAA as a Local Business, Local Small Business, or Local Transitional Employer.
 - a. The Proposal must identify each Subcontractor, the proposed work of the subcontractor, and the cost of the work for each Subcontractor.
 - b. The Subcontractor preference shall be applied to Proposals, where a 1% preference will be received for every 10% percent of the cost of the proposed work to be performed by the qualifying Subcontractor.
5. Preferences shall only be awarded to a Local Business when a minimum of two-thirds of the services provided under the contract are performed in Los Angeles County. Preferences shall only be awarded for equipment, goods or materials when the Local Business acts as a supplier or dealer (for a minimum of two thirds of the work), or designs, manufactures, or assembles the equipment, goods or materials, where a minimum of two thirds of the work, based on the dollar amount under the Contract, is performed in Los Angeles County.

6. The maximum combined preferences that may be awarded to a Proposal under this article shall not exceed 12% and the value of the combined preferences shall not exceed one million dollars.
7. A proposal preference does not reduce the contract amount.
8. In the event where a Local Business, bids on a City contract, and is determined by the Awarding Department, after the proposal deadline, to not qualify as a Local Business, the business will be eligible for the Local Business Subcontractor Preference of up to 5%, if it has identified a qualifying Local Subcontractor(s) to perform work under the contract.
 - a. The above exemption shall only apply where the non-compliance is an error or mistake. It shall not apply to a business that intentionally or fraudulently claims to be a Local Business through misleading or false statements.
 - b. It is the responsibility of the business registered on RAMPLA as a certified Local Business to inform BCA via email at bca.certifications@lacity.org, that it no longer meets the certification criteria within 7 days of the change. Failure to do so shall be construed as a misleading and/or false statement.

E. Failure to Comply & Penalties

1. The penalties in this subsection may be assessed on any Contractor that:
 - a. Upon receipt of information believed by the Awarding Authority to be reliable and which indicates that the Local Business no longer qualifies as a Local Business, Local Small Business and/or Local Transitional Employer for more than 60 days during the entire time of the Contract, the Awarding Authority shall withhold or recover funds from the Contractor in an amount that represents the value of the proposal preference of the executed contract.
 - b. If for any reason the Local Subcontractor, providing the basis for a Local Subcontractor Preference, is unable to, or does not, perform the work under the Contract; the Contractor shall, within 60 days, replace that Local Subcontractor with another Local Subcontractor. If the Contractor is unable to replace the Local Subcontractor specified in the Contract with another Local Subcontractor within 60 days, the Awarding Authority shall be entitled to withhold or recover funds from the Contractor in an amount that represents the value of the Proposal Preference.
 - c. In the event that an investigation reveals that a business fraudulently represented itself as a Local Business for the purpose of gaining a preference under the LBPP, the business shall not be eligible for the Local Business status for up to five years from the date of disqualification. This also applies to any business that has received a preference, but fails to maintain its Local Business qualification for a cumulative of 60 days during the entire time of the contract.

2. The Awarding Authority may impose the following remedies:

- a. For proposals, the value of the proposal preference is determined by multiplying the percentage of the preference evaluation points awarded to the Contract dollar amount.
- b. Additional costs and expenses to the City resulting from the Contractor's failure to comply with the Article.
- c. Termination of all or part of the Contract.

3. Exception – Any Local Small Contractor that is found to have ascended to an income level that exceeds the maximum requirement of the certification qualifications as a Local Small Business during the execution of the Contract. In this instance, the Contractor's certification status will remain intact for the duration of the executed Contract. However, the executed Contract shall have no bearing on the Contractor's certification status for any future or pending bids, proposals, qualifications or quotes submitted for any other City contracting opportunities.

F. Complaints and Protests

1. All complaints and/or protests regarding qualifying local businesses and local subcontractors, including local small businesses and LTEs, claiming non-compliance by Awarding Authorities or its failure to maintain certification criteria, shall be made to the BCA/OCC either in writing or by email for further investigations. Complaints must be accompanied by documentation which substantiates the complainant's allegations.
2. Any complaints that meet the criteria of No. 1 may be investigated by BCA/OCC in its role as the Designated Administrative Agency.

Submit complaints to:

By Mail **Bureau of Contract Administration
Office of Contract Compliance
Department of Public Works
1149 South Broadway, Suite 300
Los Angeles, CA 90015**

By Email **bca.biphelp@lacity.org**

REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS

SECTION III

Required Documents Prior to Award of Contract

Section N

Contractor Responsibility Ordinance Pledge of Compliance

Los Angeles Administrative Code § 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three (3) months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, must comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any of its subcontractor(s), must submit the Pledge of Compliance with Contractor Responsibility Ordinance.

Further information regarding the requirements of the ordinance is available at:
<https://bca.lacity.org/Ordinances>

INSTRUCTIONS

If recommended for an award of contract, prior to the award of a City contract, Respondent **MUST complete and submit** the [Pledge of Compliance with Contractor Responsibility Ordinance](#).

This form is not required with the Response and need not be attached to the Response.

Section O

Certification of Compliance with the Americans with Disability Act

The City is a covered entity under Title II of the Americans with Disabilities Act, 42 U.S.C.A. Section 12131 et seq. Respondents awarded a contract through this procurement process must comply with the Americans with Disabilities Act and execute the Certification of Compliance with the Americans with Disabilities Act prior to the execution of a contract.

INSTRUCTIONS

If recommended for an award of contract, prior to the award of a City contract, Respondent **MUST complete and submit** the enclosed Certification of Compliance with the Americans with Disabilities Act.

This form is not required with the Response and need not be attached to the Response.

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: _____

CONTRACTOR: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Section P

Insurance Requirements: Workers' Compensation, General Liability, Auto Liability

The Respondent, prior to the execution of a City contract, must furnish the City evidence of insurance Coverage as set forth in **Exhibit 1** of the **Standard Provisions for City Contracts**, which is located in **Section IV.W**. City may require the respondent to have fidelity, surety bond, performance bond, or letter of credit to ensure satisfactory performance during the term of contract. Such requirements are also included in the Exhibit 1 of the Standard Provisions for City Contracts. Furthermore, the contractor will also be required to indemnify the City in accordance with the provisions set forth in PSC-18 of the Standard Provisions for City Contracts.

(Updated 3/18)

INSTRUCTIONS

If recommended for an award of contract, prior to the award of a City contract, Respondent **MUST** request their Insurance Broker/Agent to complete an Acord 25 Form (Certificate of Liability Insurance) with the required minimum limits set by Exhibit 1 (Form Gen 146) of Standard Provisions for City Contracts and submit to CAO Risk Management via <https://kwikcomply.org>.

This form is not required with the Response and need not be attached to the Response.

Section Q

Business Tax Registration Certificate

The City of Los Angeles requires all firms and individuals doing business within the City of Los Angeles to obtain the necessary Tax Registration Certificate(s) and pay City business taxes. All firms and individuals that conduct business with the City of Los Angeles will be required to provide a Business Tax Registration Certificate (BTRC) number or an exemption number as proof of compliance with the City's business tax requirements in order to receive payment for goods or services. To register for a BTRC, go to the Office of Finance website at <http://finance.lacity.org/>.

INSTRUCTIONS

If recommended for an award of contract, prior to the award of a City contract, if Respondent does not have a valid BTRC, Respondent **MUST** apply and obtain a BTRC number from the Office of Finance and submit one of the following.

- Copy of your City of Los Angeles "Business Tax Registration Certificate"
- Copy of your City of Los Angeles "Application for Tax Registration Certificate" or Vendor Registration Number, or
- Copy of your City of Los Angeles "Business Tax and/or Carnival Police Permit Exemption Application"

The BTRC is not required with the Response and need not be provided with the Response.

Section R

Internal Revenue Service Form W-9

Request for Taxpayer Identification Number and Certification

The City of Los Angeles requires all firms and individuals doing business with the City of Los Angeles to complete a Form W-9, as required by the Internal Revenue Service (IRS), in order for the City to conduct financial transactions with said entities, such as returning proposal deposits, or processing payments.

Further information regarding the requirements is available at:
<https://www.irs.gov/forms-pubs/about-form-w-9>

INSTRUCTIONS

If recommended for an award of contract, prior to the award of a City contract, Respondent **MUST complete and submit** [IRS Form W-9](#).

The Form W-9 is not required with the Response and need not be provided with the Response.

Section S

Financial Guarantee

Performance Bond, Letter of Credit, Etc.

A Performance Bond may be required once an as-needed project is awarded to Contractor. If it is determined that a performance bond is required, the awarded Contractor(s) will be required to maintain a minimum Performance Bond in an amount equal to or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. If a Performance Bond is required, it is requested that acceptable bond documents be submitted within ten (10) working days after notice of award of any as-needed contract. Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

INSTRUCTIONS

If a Performance Bond is requested upon the notice of award of the contract, the Respondent will have ten (10) days to submit proof of the Performance Bond. Refer to the language in the solicitation for instructions on how to submit proof of the Performance Bond.

The Performance Bond is not required with the Response and need not be provided with the Response.

REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS

SECTION IV

City Contract Compliance Requirements

Section T

**Non-Discrimination, Equal Employment Practices, and Affirmative Action
(Non-Construction and Construction)**

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

All contracts (both construction and non-construction) for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the Contractor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the contract.

All contracts (both construction and non-construction) for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the Contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

Furthermore, contractors shall include similar provisions in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations. The contract with the subcontractor that contends similar language shall be made available to the Office of Contract Compliance upon request.

Respondents seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

(Updated 6/16)

Section U

Contractor Evaluation Ordinance

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

Section V

Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance

Any contract awarded pursuant to this procurement process will be subject to the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Section 10.48 of the Los Angeles Administrative Code. The Ordinance provides, among other things, that contractors/subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

Respondents seeking additional information regarding the requirements of the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

(Rev. 06/18)

Section W

Standard Provisions for City Contracts

Any contract awarded pursuant to this procurement process will be subject to the Standard Provisions for City Contracts: [Current Version \(Rev. 9/22 \[v.1\]\)](#)

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: 12/22/2023Agreement/Reference: RFP: Operation & Management of City's Transit Customer Service AND Cityride Administration

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

☒ **General Liability** City of Los Angeles must be named as additional insured
\$2,000,000☒ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____

☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)
\$1,000,000

Professional Liability (Errors and Omissions)
Discovery Period 12 Months After Completion of Work or Date of Termination

☒ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)
\$1,000,000☒ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____

Pollution Liability
☐ _____

☒ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

Crime Insurance

Other: A. Umbrella Liability = \$2 Million

B. Cyber Liability: 1. Technology Errors & Omissions and Professional Misconduct = \$1 Million per occurrence, \$1 Million aggregate; 2. Unauthorized Computer Access, Security, and Privacy, Network Interruption, and Cyber Extortion = \$1 Million per occurrence, \$1 Million aggregate;

C. Employee Crime and Dishonesty = \$1 Million per occurrence, \$1 Million aggregate

Appendix B Federal Transit Administration (FTA) Contractual Provisions

FTA Requirements Checklist

Part 1 – FTA Contracting Requirements

Part 2 – FTA Required Clauses



Appendix B

Federal Transit Administration (FTA) Contractual Provisions

PART 1 – Federal Transit Administration (FTA) Contracting Requirements (rev 1.12.2024)

FTA Checklist – Service/Operations

The Proposer shall complete the following certification forms and submit them with the response to the proposal.

✓	FORMS
	Certification of Compliance – Federal Clauses
	DUNS and Email (Debarment and Suspension)
	Lobbying Requirements
	49 CFR part 655 (Drug and Alcohol)
	Buy America Requirements
	Worksite Federal Transit Administration Compliance Officer



**CERTIFICATION OF COMPLIANCE
WITH FEDERALLY REQUIRED CONTRACT CLAUSES**

This Contract is subject to a financial assistance agreement between the City of Los Angeles Department of Transportation (LADOT) and the Federal Transit Administration (FTA) of the U.S. Department of Transportation. All laws, regulations, guidelines, and provisions of the financial agreement will apply to this Contract.

As an authorized representative of the Bidder, I confirm that we have received a copy of the general FTA terms and conditions applicable to this project, dated _____, and agree to these requirements as noted in "FEDERALLY REQUIRED AND OTHER CONTRACT CLAUSES FOR TRANSIT PROJECTS FUNDED THROUGH THE FEDERAL TRANSIT ADMINISTRATION (FTA)."

Project name:	
Project address:	
Bidder (firm) Name:	
Authorized Representative (print):	Title:
Signature of Authorized Representative:	
Date:	



DUNS AND E-MAIL INFORMATION

The DUNS number is a unique nine-digit number established and assigned by Dun & Bradstreet, Inc. (D&B). All proposers must have a DUNS number as noted in the latest United States of America Department of Transportation Federal Transit Authority (US DOT FTA) Master Agreement in effect.

To be completed by the Bidder:

Date:
Entity (Company):
Project:
DUNS Number:
Expiration Date:
E-Mail Address:

To obtain a DUNS number, request one at <https://fedgov.dnb.com/webform/pages/CCRSearch.jsp> or call D&B at 866-705-5711.

REGISTRATION IN SAM.GOV

You must have an active registration in SAM to do business with the Federal Government. The System for Award Management (SAM) is an official website of the U.S. government. Registration is free. Renew and revalidate your registration at least every 12 months from the date you registered to maintain an active status in SAM.

How do I access or register my business in SAM?

If your point of contact has changed and you currently don't have access to the Entity Registration, please create a user account and submit a Notarized Letter to get access to the registration. If you need assistance on Renewing or updating your registration, please review the Update/Renew Quick Start Guide.

To create an account and access SAM as a new user:

Go to www.sam.gov. Click on "Create a User Account" and follow the options.

To update your entity's SAM registration, check at the SAM Homepage: www.sam.gov.

LOBBYING REQUIREMENTS

31 U.S.C. 1352

2 CFR § 200.450

49 CFR Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(Appendix A, 49 CFR Part 20 Certification Regarding Lobbying)

(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, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

The Contractor, (company name) _____, 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.

Print Name and Title of Contractor's Authorized Official:
Signature:
Date:

BIDDER/PROPOSER: _____

**CERTIFICATE OF COMPLIANCE WITH 49 CFR PART 655,
PREVENTION OF ALCOHOL MISUSE AND
PROHIBITED DRUG USE IN TRANSIT OPERATIONS**

Bidder/Proposer hereby certifies that:

A. Safety Sensitive Functions Requirement

(Choose one of the following alternatives by checking the appropriate box)

1. ☐ To the best of my knowledge and belief the Work required under the Contract WILL NOT require the performance of "Safety Sensitive Functions" as defined in 49 CFR Part 655.

OR

2. ☐ To the best of my knowledge and belief the Work required under the Contract WILL require the performance of "Safety Sensitive Functions" as defined in 49 CFR Part 655.

If alternative A.1 was chosen, Bidder/Proposer shall proceed directly to Section D.

If alternative A.2 was chosen, Bidder/Proposer must complete Section B, parts 1 and 2, and Section C, prior to proceeding to Section D.

B. Required Drug and Alcohol Programs

1. Anti-drug Use and Alcohol Misuse Program

(Choose one of the following alternatives by checking the appropriate box)

- a. ☐ Bidder/Proposer has established and implemented an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655.

OR

- b. ☐ Bidder/Proposer will establish and implement an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655 prior to contract award.

2. Drug and Alcohol Testing Program

(Choose one of the following alternatives by checking the appropriate box)

- a. ☐ Bidder/Proposer has established and implemented a drug and alcohol testing program that complies with 49 CFR Part 655.

OR

- b. ☐ Bidder/Proposer will establish and implement a drug and alcohol testing program that will comply with 49 CFR Part 655 prior to contract award.

BIDDER/PROPOSER: _____

C. Submittals

If Bidder/Proposer marked Section A.2 above, Bidder/Proposer understands and acknowledges that it must submit (1) its Anti-drug Use and Alcohol Misuse Program and (2) its Drug and Alcohol Testing Program to LADOT for review and approval prior to contract award.

Bidder/Proposer Initials _____

D. Signatures

Bidder/Proposer: _____

Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____

Date: _____

BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 C.F.R. Part 661

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661 and any later amendments thereto, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7.

This form is only required of the bidder. However, the Buy America requirement flows down from first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

A bidder must submit to the FTA recipient **ONLY ONE** Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification shall be rejected as non-responsive. Bids or offers that are accompanied by both certifications for compliance and non-compliance signed shall also be rejected as non-responsive.

**Buy America Certification for Procurement of
Steel, Iron, or Manufactured Products****Certificate of Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Print authorized representative's name:
Title:
Signature:
Company:
Date:



If you have signed the Certificate of Compliance above,
do **NOT** sign the Certificate of Non-compliance on the following page.

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Print authorized representative's name:
Title:
Signature:
Company:
Date:

Worksite Federal Transit Administration Compliance Officer

The Federal Transit Administration (FTA) Compliance Officer (FTACO) is responsible for ensuring that the _____ project complies with all FTA-mandated requirements as regulated by the Master Agreement, the latest FTA Circular 4220 and Federal Acquisition Regulation (FAR). The requirements include, but are not limited to, Buy America, Disadvantaged Business Enterprise (DBE) participation, Davis-Bacon Act (Prevailing Wages), Access to Records, Clean Air, Contract Work Hours & Safety Standards Act, and Government-wide Debarment and Suspension compliance.

Buy America

Per 49 CFR Part 661 or 49 U.S.C. 5323(j), Buy America applies to steel, iron, and manufactured products (e.g., fixtures, lifts, instruments, wash equipment, gas detection, etc.). Manufacturing must take place in the U.S.

The FTACO shall be involved in planning, monitoring, and reviewing all purchases. The FTACO must understand where the product is actually made. Mere assembly/ordering in the U.S. may not assure compliance.

Once the material or product is ordered, the FTACO will keep and copy ALL documentation including photographs of stamping and/or labels, bills of lading, invoices, etc. Any questions shall be immediately forwarded to LADOT.

Disadvantaged Business Enterprise

The FTACO shall monitor and implement DBE provisions in subcontracts including the goal, replacement or succession of subs, and payment terms. The FTACO will assure that DBE and all subcontractors are paid on time and according to signed terms. He/she must promptly notify LADOT whenever a DBE subcontractor performing work related to the contract is terminated or fails to complete its work, and must make good faith efforts to engage a replacement DBE. The FTACO shall maintain a dynamic, up-to-date list of current and past DBE subcontractors, including names and addresses of DBE firms participating in the contract, a description of the work each DBE will perform, and the contract dollar value of each DBE firm participating.

Davis-Bacon Act

Contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The FTACO will have access to payroll records and assure compliance, including overtime. All workers are covered, including security.

FTACO Qualifications

The FTACO is knowledgeable of current FTA-mandated requirements for construction projects and will be responsible for reporting to the City on the following, including, but not limited to:

- Buy America
- Disadvantaged Business Enterprise
- Davis-Bacon Act
- Lobbying Compliance
- Access to Records
- Clean Air
- Contract Work Hours & Safety Standards Act
- Government-wide Debarment and Suspension Compliance

The FTA Compliance Officer for the

_____ project is

_____.

- I certify that we will retain a FTA Compliance Officer through the entire project.
- I acknowledge that we will complete all FTA-mandated requirements according to due dates set forth by the FTA regulating documents as well as by LADOT for this project, and that noncompliance may result in payment delay or nonpayment until the contractor meets the FTA requirements.

Name of Bidder's Authorized Representative (print)

Signature _____

Date _____

Appendix B
Federal Transit Administration (FTA) Contractual Provisions
PART 2 – Federal Transit Administration Required Clauses (rev 1.12.2024)

ATTACHMENT B [rev 1.12.2024]

Federal Transit Administration Clauses

The City of Los Angeles, referred to as "CITY" in the Agreement and herein, shall be referred to herein additionally as "Participant" or "Recipient."

1. No Federal Government Obligations to Third Parties.
 - a. Participant and Contractor acknowledge and agree that, notwithstanding any concurrence 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 Participant, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
 - b. 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.
2. False Statements or Claims, Civil and Criminal Fraud.
 - a. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
 - b. 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 the 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 Contractor, to the extent the Federal Government deems appropriate.

- c. Contractor agrees to include the above two clauses in each subcontract financed in 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.
- 3. Access to Third Party Contract Records.
 - a. Where the Participant 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 Participant, 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.
 - b. Where the Participant 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 Participant, 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.
 - c. Where the Participant 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 Participant, 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.
 - d. Where any Participant 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 Participant, 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.

- e. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - f. 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 Participant, 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).
 - g. FTA does not require the inclusion of these requirements in subcontracts.
4. Changes to Federal Requirements. 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 Participant and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.
5. Civil Rights.
- a. 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 (ADA) of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, 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, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 - b. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The following equal employment opportunity requirements apply to the underlying contract:

- i. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- ii. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- iii. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- iv. 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.

6. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal

entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

7. Disadvantaged Business Enterprises. The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote and to report DBE participation. No preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.
 - a. Transit Vehicle Manufacturer Compliance with DBE Requirements. Before a transit vehicle manufacturer (TVM) may submit a bid or proposal to provide vehicles to be financed with FTA assistance, 49 C.F.R. § 26.49 requires the TVM to submit a certification that it has complied with FTA's DBE requirements.
8. ADA Access. Contractor shall comply with the requirements of 49 CFR FTA C 4710.1 as applicable to this Contract. Equal access and the opportunity should be given to individuals with disabilities to fully participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations.
 - a. Contractor must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, and Joint Access Board/DOT regulations, "Americans with Disabilities (ADA)

Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38.

9. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions of this Agreement and the clauses herein include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause Participant to be in violation of the FTA terms and conditions.
10. Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions 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. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
 - a. Complies with federal debarment and suspension requirements; and
 - b. Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.
11. Restrictions on Lobbying (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the certification required by 49 CFR Part 20. 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.
12. Solid Wastes. A Recipient that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of

Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Buy America. Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. Rolling stock must be assembled in the United States and have at least 70 percent domestic content for rolling stock procurements with the first vehicle scheduled for delivery in 2020 or thereafter.
 - a. Contractor must submit to Participants the appropriate Buy America Certification with all offers on FTA-funded contracts, except those subject to a general waiver. Proposals that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and will be rejected as nonresponsive.
 - b. Pursuant to Appendix A to §661.7(b), a general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.
14. Byrd Anti-Lobbying Amendment, (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 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.
15. 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).

16. Cargo Preference - Use of United States-Flag Vessels. Contractor agrees to:

- a. Use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. Furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the Contractor in the case of a subcontractor's bill-of-lading.)
- c. Include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

17. Energy Conservation. 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.

18. Bus Testing. Contractor agrees to comply with the Bus Testing requirements under 49 U.S.C. A 5318(e) and FTA's implementing regulation at 49 CFR Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report publicly available prior to final acceptance of the first vehicle by the Recipient.

19. Pre-Award and Post-Delivery Audit Requirements. Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. Contractor agrees to participate and cooperate in any pre-award and post-delivery

audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance. Contractor shall submit manufacturer's FMVSS self-certification, Federal Motor Bus Safety Standards, that the bus complies with relevant FMVSS or manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

20. Fly America. Contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of federal funds and their Contractors are required to use U.S. flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S.-flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
21. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - a. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Liquidated damages will be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

- b. The Participant will upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
- c. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

22. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

23. 2 CFR §200.322 Procurement of recovered materials—A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- a. Environmentally Preferable Products Purchasing Program: In accordance with City of Los Angeles Administrative Code Section 10.32 et seq., it is the policy of

the City to specify and purchase Environmentally Preferable Products and services where criteria have been established by governmental or other widely recognized and respected third-party authorities.

- b. Suppliers and Contractors are encouraged to offer environmentally preferable products and services at competitive prices, and to consider environmental impacts of service delivery by using environmentally preferable products and delivery methods whenever possible.
- c. Suppliers shall certify in writing the minimum, if not the exact percentage of Recycled Material, both Post- Consumer Recycled Content and Secondary Waste, and other environmental attributes in products to be provided in the performance of any awarded contract. The supplier shall provide such certification even in instances in which the product contains no Recycled Material or other environmental attributes. Failure to provide such certification shall result in the product being deemed to contain no Recycled Material or Environmentally Preferable attributes.

24. Simplified Acquisition Threshold. 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, or otherwise set by law, 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. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

25. Termination. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement. Please see Attachment A, Standard Provisions, (Rev. 10.21) [v.4].pdf, PSC-8, PSC-9 for termination and suspension for more detailed procedures.

26. Privacy Act - 5 U.S.C. 552. Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal

Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

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

27. 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is:
 - 1. telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 3. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - iv. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and

technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

28. Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.
- a. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
 - c. Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision

applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.