



## **City of Malibu Request for Proposals (RFP) for Dial-A-Ride Transportation Services**

### **INTRODUCTION**

The City of Malibu invites qualified transit operators to respond to this Request for Proposal (RFP) for the operation of a demand-response (Dial-A-Ride) transportation service program.

This RFP includes the scope of work to be performed. The proposals received will be used to determine which operators will best meet Malibu's transportation needs. The City of Malibu reserves the right to select all or part of the prospective proposer's proposal or reject all proposals.

Proposals must be received by the Community Services Director no later than **4:00 pm (PST), Thursday, September 6, 2018**. Proposals should be addressed to:

Jesse Bobbett, Community Services Director  
23825 Stuart Ranch Road  
Malibu, CA 90265  
**DIAL-A-RIDE SERVICES PROPOSAL**

### **BACKGROUND**

The City of Malibu is a general law city incorporated under California law in 1991. The City serves a population of approximately 13,000 and is located in northwest Los Angeles County. The governing body is a five-member City Council composed of the Mayor and four councilmembers, all of whom are elected at-large and serve four-year terms.

The City covers approximately 21 miles along the Pacific coast and offers a full range of municipal services. The City has 80 full-time employees and provides some services in-house, including management and administrative services, public safety, community services, environmental services, planning, public works, and engineering. Police and fire services are provided via contract with the County of Los Angeles. Other services, such as the City Attorney, water, park maintenance, street maintenance and garbage collection, are also provided via contract.

Malibu residents' transit needs are currently met by the regional service provided by the Los Angeles County Metropolitan Transportation Authority (Metro); a local fixed route service contracted by the City and by contracted Dial-A-Ride services. This Request for Proposals (RFP) is for the operation of Dial-A-Ride services.

## **DIAL-A-RIDE SERVICES**

Currently, the City of Malibu offers a Dial-A-Ride program to residents living in the City who are 60 years of age or older. This service was established to help the senior population with transportation to doctor appointments, markets or the Senior Center, as well as other destinations within the City of Malibu. The fare is \$1.00 per one-way trip to and from the Malibu Senior Center, \$2.00 per one-way trip to all locations within the City limits of Malibu, and \$4.00 per one-way trip to the locations listed below which are outside of the City Limits of Malibu:

- Locations in Santa Monica that are within the geographical boundaries east of Pacific Coast Highway, west of 26<sup>th</sup> Street, south of California Avenue and north of Colorado Avenue,
- UCLA Medical Center in West Los Angeles,
- Kaiser Permanente Hospitals in Woodland Hills and West Los Angeles; and
- Veteran's Hospital in West Los Angeles.

Those are the only locations outside of the City Limits of Malibu that Dial-A-Ride serves.

The City expects to enter into a three-year Agreement, with three (3) one-year options. Services will begin on December 1, 2018 with the original term of the Agreement valid through December 1, 2021.

### **A. Demand-Response System (Dial-A-Ride) Specific Requirements**

1. Provide daily transportation to eligible City residents - The operator will be expected to provide trips for both same-day service as well as trips being scheduled one or more days in advance. Persons will be encouraged to call for service at least one (1) day in advance. All trips must be requested individually. Proposers should describe their established scheduling/dispatching procedures.
2. Contractor is required to maintain a valid California Transportation Charter Permit (TCP) with all cars and drivers listed per California Public Utilities Commission (CPUC) requirements for the duration of the Agreement.
3. Eligible users are the City's senior and disabled population. Eligible users will register with the City of Malibu Community Services Department. The City will maintain a list of eligible riders for the transit operator.
4. Hours of Service Within City Limits – The City is currently utilizing a Taxi based Dial-A-Ride system which provides service to clients from:
  - 8:00 am – 5:30 pm; Monday thru Wednesday
  - 8:00 am – 4:00 pm; Thursday and Friday

5. Hours of Service Outside City Limits – The City is currently utilizing a Taxi based Dial-A-Ride system which provides service to clients from:
  - 8:00 am – 4:30 pm; Monday thru Friday
6. Fare Level – For the purpose of this RFP, the following fare schedule will prevail; \$1.00 per one-way trip to and from the Malibu Senior Center, \$2.00 per one-way trip to all locations within the City limits of Malibu, and \$4.00 per one-way trip to the locations listed in section with destinations outside of the Malibu city limits listed in the “Dial-A-Ride Services” section above. These fees will be collected by the driver and credited to the City as part of the monthly billing. The City reserves the right to increase or decrease this fee at its sole discretion.
7. Service Area – The Dial-A-Ride will provide service within the boundaries of the City of Malibu. Additionally, trips will be provided for medical purposes to designated locations outside of the City. Specific locations may be adjusted periodically by the Director of Community Services to meet changing customer needs.
8. Current Ridership – The City currently has approximately 175 Dial-A-Ride participants and averages approximately 350 trips per month.
9. Shared Rides – Shared rides, in which more than one passenger is picked up, are encouraged. Personal care attendants accompanying passengers are required register and pay full Dial-A-Ride fare. Caregivers accompanying passengers to and from the same location will be allowed to ride at no additional cost to the client or the City.
10. Passenger Packages – Passengers traveling from shopping (grocery or otherwise) shall be limited to the number of packages that can be safely transported during the trip. Drivers are not required to assist passengers with packages.
11. Vehicles – Because this program serves the elderly and the limited mobility clients, a priority is placed on the availability of accessible vehicles for those customers who have wheelchairs, scooters or other physical limitations or special needs. Vehicles will be provided and maintained by the operator. If not new, vehicles should be replaced according to a schedule so that they do not exceed the agreed upon useful life in terms of age and miles during the term of this agreement. The City of Malibu reserves the right to inspect and accept or reject any vehicles to be used as part of this program. The vehicles and their maintenance must meet all Federal, State, and local requirements as well as industry standards for public transportation vehicles.

12. Program Funding – This program is funded through the City’s Proposition A Transportation funds. As such, the selected vendor will be required to assist the City in providing required record keeping as required to meet all Metro and National Transportation Database (NTD) requirements. This may include preparation of monthly and annual reports as well as participation in the City’s annual NTD audit.
13. Additional funding for this program may be received from grants or other outside funding sources. The vendor will be required to assist in preparation and implementation of any grants as needed. Grants or additional work which increases the original scope of work will be negotiated and addressed as an amendment to the initial agreement.
14. Overall program limits shall be subject to annual allocation of funds by the City Council. Future reductions in funding may require additional restrictions or limitations on the program not currently in place. Vendor will be required to cooperate with the implementation of any such program changes. Any program changes which would alter the terms of this agreement shall be negotiated.

## **SCOPE OF WORK**

The Contractor shall coordinate, manage, and control all necessary program activities which shall include operating the services, dispatch, vehicle maintenance and management personnel; providing driver and other personnel training; developing administrative procedures, performance statistics, and financial records; and developing methods to maximize service efficiency.

The Contractor shall not enter into agreement with any other party for use of equipment or personnel dedicated to this service without the approval of the City.

### **A. Contractor’s Personnel**

The Contractor shall be solely responsible for the satisfactory work performance of all employees as described by the RFP or any reasonable performance standard established by the City. The Contractor shall be solely responsible for payment of all employees’ wages and benefits and subcontractors’ costs. Without any additional expense to the City, the Contractor shall comply with the requirements of employee liability, worker’s compensation, employment insurance, and Social Security. The Contractor shall hold the City harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.

The City shall have the right to demand removal from the program, for reasonable cause, of any personnel furnished by the Contractor. The City must be notified promptly of new hires or reassignments of program personnel.

During the performance of this contract, the vendor/contractor warrants that it will provide equal opportunities, and that the vendor/contractor and each subcontractor will take affirmative action to ensure that its employment practices, persons are employed and employees are treated equally and without regard to, or because of race, creed, color, national origin, sex, age, physical handicap, or medical condition.

Proposers shall include résumés of personnel assigned to Malibu's program who will play critical roles in the provision of service. A responsible senior level employee of the Contractor must be available at all times, either by telephone or in person, to make decisions or provide coordination as necessary.

## **B. Vehicle Operators**

Vehicle operators shall work on a schedule that will ensure a consistent and overall high quality of service. Vehicle operators must have all appropriate California Driver's Licenses and Certificates as well as any other licenses, certificates or training required by applicable Federal, State, and local regulations. Each operator shall maintain a valid Country of Los Angeles License as applicable. All vehicle operators must meet the minimum standards listed below. Proposers shall indicate their hiring standards in their proposal including their background check policies and procedures. At a minimum, employee qualifications should include:

1. Not have been convicted of driving while intoxicated or under the influence of controlled substances within the preceding five years, or not have criminal charges pending for an offense for driving while intoxicated or under the influence of controlled substances.
2. Not be addicted to the use of alcohol or controlled substances.
3. Not be subject to outstanding warrants for arrest.
4. Able to read, write and speak English. Bilingual skills in Spanish are highly desirable.
5. Thorough knowledge of the service area street network.
6. Sensitivity to passengers' needs, including assisting passengers, upon their request.
7. Able to address complaints and problems as required.

Vehicle operators must be trained in all operational procedures relating to the system. Training must include customer service techniques for interacting with the public in a helpful and courteous manner, basic information about the route and the City of Malibu, and sensitivity and empathy training directed towards the needs of elderly and passengers with limited mobility, in compliance with the Americans with Disabilities

Act. Contractor shall describe how it will maintain an ongoing employee safety and training program.

Vehicle operators shall be trained to operate all types of vehicles, wheelchair lifts, ramps, and securement systems, as well as, other equipment which they may be expected to use in the Dial-A-Ride services. This requirement pertains to all vehicle operators, both regularly assigned and relief vehicle operators.

While performing their duties, vehicle operators must maintain a clean and neat appearance. Operators shall wear nametags clearly displaying their names while performing their duties. If jackets are worn, they should display the drivers' nametag.

The Contractor shall conduct pre-employment Department of Motor Vehicles (DMV) checks of all personnel hired for service and shall join the California DMV Pull Notice Program, whereby the Contractor shall be notified of any activity on a vehicle operator's driving record. Any operator exceeding the California DMV point system or with a revoked or suspended license will not be allowed to operate the City's service. Contractor shall notify the City of the results of these checks and whatever corrective actions taken, if any. Any voluntary drug testing and/or surveillance efforts on the part of the Contractor shall be described in the proposal and explained to vehicle operators.

Vehicle operators may not request or in any way solicit tips from customers. Tips may be accepted if offered; however, any operator receiving more than one complaint for solicitation of tips will be removed from the program.

### **C. Maintenance Staff**

Contractor shall supply a sufficient number of properly qualified personnel to maintain and service all Contractor-provided equipment used for the City's service.

Contractor shall ensure all mechanics are properly trained in the operation and maintenance of the vehicles and equipment specified in the scope of the program. Contractor shall provide mechanics with ongoing training in order to keep abreast of new maintenance techniques and equipment. The total number of annual training hours required for each mechanic shall be specified in the proposal.

### **D. Dispatching and Service Information Personnel**

Contractor shall have capable and courteous personnel who are responsible for taking Dial-A-Ride requests, accurately record appointments; properly manage complaints and customer service requests and responding to telephone inquiries regarding transportation services. Bilingual (Spanish) dispatchers are highly desirable.

The City has an existing phone number which is used by most clients to reserve trips. It will be the contractors' responsibility to maintain a number and incorporate it into their

existing dispatch process. Contractor will be required to release this number upon the termination of the contract.

## **E. Vehicles/Equipment**

All vehicles shall meet the requirements as established in the Project Description Section of this Request for Proposals. Proposals will be evaluated on the ability of the Contractor's fleet to service a large number of elderly and limited mobility clients. Proposers shall describe the proposed fleet in detail, showing how the fleet meets ADA requirements and the service needs of the City. Proposers who operate alternative-fuel vehicles are highly desirable and should indicate so in their proposals.

All vehicles and vehicle equipment required by this RFP shall be maintained by the Contractor in good repair and in a condition satisfactory to the City. Contractor shall assume all responsibility for the proper maintenance of the vehicles. It shall be the expressed responsibility of the Contractor to assume all coordination with the original manufacturer of the vehicles if necessary to keep the vehicles in safe and good operating condition. This shall include negotiating and processing all vehicle warranty claims through the manufacturer's own warranty department, and is responsible for collection of any monies, extended warranties, or credits as a result, for the length of time the warranty is in effect.

The extent of the proposed preventive maintenance program shall be an important consideration in the selection of the Contractor. Each vehicle must receive a daily pre-trip inspection by the operator prior to being placed in service. Daily pre-trip inspections must be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles. A record of all such inspections shall be kept by Contractor and made available to the City.

For the Dial-A-Ride vehicles, preventive maintenance inspections and servicing shall occur not less than every 3,000 miles or thirty days, whichever is less. The Contractor shall specify the preventive maintenance program for all Dial-A-Ride vehicles used in this service.

Inspection of each vehicle shall be completed after its daily service to ensure all lights are functioning, all seating is secure and that all tires, wheels, lugs, air brake systems (if applicable), wheelchair lifts and exit doors are in proper operating condition.

## **F. Applicable Codes and Regulations**

All vehicles used for Malibu services shall be safe for operation on public streets and meet all the appropriate requirements in the California Vehicle Code. All parts of the vehicle and all equipment mounted on or in the vehicle shall conform to the Federal Vehicle Safety Standards and the California Code of Regulation, Title 13. Particular attention shall be directed to the California Highway Patrol Motor Carrier Safety Regulations. The Contractor shall participate in and comply with the DMV Pull Notice

Program. Contractor shall pay for all applicable license fees for drivers, other personnel, and vehicles.

Each vehicle, at minimum, must be inspected at the frequencies required by State law. The City may also inspect the vehicles. The City shall be notified of inspections performed by a governmental agency other than the City which meet or exceed the criteria for inspection established by the City. The results of those inspections shall be transmitted to the City.

## **G. Vehicle Maintenance**

The Contractor shall provide and maintain appropriate vehicle storage and maintenance facilities for the garaging and servicing of the vehicles and vehicle equipment. The Contractor shall state the location of such facilities, which will be subject to inspection by the City. If the maintenance or storage facilities are to be acquired, the Contractor shall indicate what action will be taken to acquire those sites prior to the start of service.

At all times, the Contractor shall maintain all components of each vehicle including its body, frame, wheelchair lift, furnishing, mechanical, electrical, hydraulic or other operating systems in proper working condition free from damage and malfunction. The Contractor shall replace and repair immediately any vehicle damaged in any accident or otherwise damaged which impairs the proper and safe mechanical operation of the vehicle.

Recognizing that the safety of the passengers is paramount, the Contractor's maintenance staff shall not:

1. Install mismatched tires.
2. Perform partial brake relines without determining the cause of abnormal or premature wear.
3. Allow tires to wear more than 3/32 tread depth.
4. Replace a dead battery without testing charging system to ensure the battery will not go dead due to system malfunction.
5. Fail to ensure on a daily basis that each vehicle is in proper condition to pass all scheduled and unscheduled inspections.
6. Allow any reported wear item to go un-repaired that would not hold up until the next scheduled inspection. The emphasis must be on preventing breakdowns.

The Contractor, at its sole cost and expense, shall maintain a supply inventory and provide lubricants, repairs, parts and supplies required for the maintenance and operation of all vehicles utilized in providing services.

Vehicles must be kept clean including exterior washing at least once weekly and after every rain, with the vehicle interiors swept or vacuumed daily to remove all dirt and debris. All painted graffiti must be removed each day so that no vehicle leaves the storage facility with any graffiti. Etching on windows must be removed and replaced as soon as practical but no later than one month. Proposer shall track and record all damages due to vandalism; records shall include vandalism type, date, time, location, when repaired/replaced, cost, etc.

Prospective contractors shall outline in detail their preventive maintenance program. This shall include how their present programs are operated as well as plans for inclusion of the vehicles required in this RFP. The City may desire to inspect vehicles currently operated by the proposer. Prospective contractors shall also propose a complete maintenance-monitoring program for this project to ensure that the vehicles are maintained at least according to the manufacturer's specifications.

Contractor shall maintain an individual file for each revenue vehicle to include date of action and all preventive maintenance functions including warranty work and any other pertinent maintenance data, including but not limited to fuel, lubricants and other fluid use.

The Contractor shall dispatch a spare vehicle in the event of a vehicle breakdown. The maximum allowable response time from the moment a trouble call is received until a substitute vehicle arrives will be established by the City. Proposals shall state the estimated time proposers will need to provide a substitute vehicle.

The Contractor shall maintain a two-way radio communications system for the Dial-A-Ride vehicles that will allow for the timely and efficient dispatching, coordinating and responding to service calls. The system may be of the Contractor's choice. The radio communication system must cover the routes of service, storage and maintenance facilities, and the dispatch location without dead spots. Each revenue service vehicle as well as each administrative vehicle shall have a receiver/transmitter installed and operational. Contractor shall be responsible for maintenance of the radio equipment to keep it in good operating condition, and must comply with all applicable federal statutes and regulations in connection with its use.

The Contractor shall notify the City of all accidents, both by telephone (within one hour) and in writing (by the close of the next business day).

## **H. Operational Emergencies**

The Contractor shall be responsible for the enforcement of policies with regard to operational emergencies. The City may revise or establish additional policies. Contractor shall be responsible for the handling and resolution of all operational emergencies and contingencies including, but not limited to, the following:

## **1. Hazardous Conditions**

Vehicle operators shall report all hazardous road conditions (i.e., downed trees, potholes and uneven road surfaces, malfunctioning signals, etc.) in the City to the Contractor's supervisor. Contractor, in turn, shall immediately notify the City of such conditions and shall take necessary precautions to safeguard passengers and personnel.

## **2. In-Service Vehicle Failures**

Contractor shall require the vehicle operators to report any in-service vehicle failure to the Contractor's supervisor. The supervisor will attempt to ascertain the problem, use good judgment, and instruct the vehicle operator to take appropriate corrective action. If necessary, the supervisor will immediately send a spare vehicle to the location and the operator and passengers will change vehicle and continue in service. Contractor, if necessary, shall send a mechanic to the location in order to take corrective measures and/or supervise the towing of the vehicle. Contractor shall report any in-service vehicle failures to the City immediately and not later than the start of the next service day.

## **3. Wheelchair Lift Failure**

Contractor shall be responsible for the proper operation and maintenance of all wheelchair lifts. Contractor shall require vehicle operators to report all in-service lift failures to the Contractor's supervisor. If the lift fails while attempting to board a wheelchair passenger, the supervisor shall promptly arrange for alternate transportation for the passenger in the wheelchair inconvenienced by the lift breakdown. If the lift fails while attempting discharge of a wheelchair passenger, the operator shall manually operate the lift and notify the supervisor. The supervisor shall arrange a vehicle change as quickly as reasonably possible following any lift failure. Contractor shall report all in-service lift failures to the City no later than the start of the next service day.

## **4. Passenger Disturbances**

Contractor shall instruct vehicle operators to report nonpayment of fares; graffiti or other vandalism on the vehicles; pushing, shoving and other disturbing or dangerous conduct; and other serious passenger disturbances to the vehicle operator's supervisor or dispatcher. The supervisor shall use good judgment in managing the passenger disturbance by appraising the situation, discharge of appropriate instructions from the operator and request law enforcement assistance if necessary.

## **5. Medical Assistance to Passengers**

Contractor's employees shall use good judgment in responding to passenger accidents, injuries, or illnesses occurring on the vehicles. In the event of a passenger requiring medical assistance, the vehicle operator shall immediately advise the Contractor's supervisor by radio of the situation and location of the vehicle and the supervisor shall notify the County Fire Department/Paramedics for assistance. An incident report shall be completed documenting the incident with a copy to the City no later than the start of the next service day.

## **6. Accidents**

Contractor shall require all vehicle operators to report any accident or incident involving the vehicle to the Contractor's supervisor. The supervisor shall use good judgment in the situation, and shall immediately notify police or fire department if necessary. The supervisor shall report all accidents to City by telephone immediately. Both the operator and supervisor will complete an accident report approved by City with copy to the City no later than the start of the next service day. The Contractor shall submit all accident-related reports to the DMV as required.

## **I. Management**

The Contractor shall be responsible for program management according to specified operating procedures. The City may establish additional requirements which are reasonable for operation of this service after consultation with the Contractor.

### **1. Operating Performance Standards**

The Contractor shall operate vehicles with due regard for the safety, comfort and convenience of passengers and the public.

The City will set performance standards for its services. Contractor and the City shall meet periodically to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they will be adjusted based upon recommendations made by Contractor with the concurrence and final decision by the City. Should it be found that the Contractor's performance has contributed to Contractor's failure to achieve these standards, Contractor shall take all reasonable actions requested by the City to correct deficiencies in performance. Should deficiencies persist, the City may assess liquidated damages. All liquidated damages assessed against the Contractor will be deducted from the monthly invoices by the same amount. The City's Community Services Director shall maintain the right to assess liquidated damages against the Contractor, as set forth herein, based on the Contractor's failure to meet the established standards. Circumstances beyond the control of the Contractor, causing the Contractor to fail to comply with the stated performance requirement, will be

considered as just cause on the part of the City not to assess liquidated damages against the Contractor.

Service should be provided as scheduled or according to any adjusted schedule established by the City, including route modifications required because of special events or a declared emergency. Contractor shall not be held responsible for the failure to provide on time service due to weather or traffic conditions, unavoidable vehicle malfunctions, and/or naturally occurring disasters.

Notwithstanding the above caveat, the City may impose liquidated damages on the following basis:

- a. Customer service is very important in building ridership and support for this service. Therefore, the fourth (and any additional) justified complaint about each service in any 30-day period shall result in the Contractor paying a penalty \$500 per substantiated complaint except late pick-ups or trip delays covered below.
- b. The Contractor shall maintain satisfactory California Highway Patrol (CHP) terminal inspection throughout the life of the contract (proof of CHP certification is required). If the Contractor receives an unsatisfactory rating from the CHP, the Contractor shall notify the City immediately and state what is being done to correct the deficiency. If the vehicle operating authority falls under the California Public Utilities Commission (PUC) and if the PUC revokes the permits to operate the vehicles in this service as a result of unsatisfactory inspection ratings by the CHP, the vehicles shall not operate and a \$500 per vehicle per day fine shall be assessed until a satisfactory inspection report is obtained and the vehicle is again available for service.
- c. The City reserves the right, at its sole discretion, to inspect and reject temporarily or permanently by notice to the Contractor, any vehicle the Contractor utilizes which the City deems unacceptable. In the event any revenue vehicle is rejected temporarily by the City because of deficient vehicle condition or appearance, \$500 per vehicle per day shall be assessed until the condition is corrected. In the event any revenue vehicle is rejected permanently by the City because of the vehicle's conditions, Contractor shall replace the vehicle and will be assessed \$500 per vehicle per day until the vehicle is replaced with one that is acceptable to the City.
- d. If any regulatory agency or funding source penalizes the City for late, incomplete or inaccurate data which was the Contractor's responsibility to collect and/or provide to the City, the liquidated damages shall be the amount of the penalty and any administrative costs incurred by the City.
- e. In the event the Contractor fails to commence service on December 1, 2018, the Contractor shall pay the City liquidated damages of \$1,000 for each

service day of delay.

- f. If the wait time of any Dial-A-Ride trip has been verified to exceed 60 minutes, the liquidated damages shall be \$60 per incident plus \$1 for every minute thereafter.
- g. If the wait time of a pre-scheduled trip has been verified to exceed 30 minutes, the liquidated damages shall be \$50 per incident; if it exceeds 45 minutes, the liquidated damages shall be \$75 per incident; and, if it exceeds 60 minutes, the liquidated damages shall be \$100 per incident.
- h. If a trip request has been verified to be lost by dispatch and no vehicle was dispatched, the liquidated damages shall be \$100 per incident.

Contractor must have sufficient telephone lines to handle the additional calls from Malibu residents. Contractor shall provide a Customer Service telephone line which shall be a toll-free call from anywhere within the City of Malibu, to provide information and take Dial-A-Ride service requests. One TDD phone must also be provided for persons with hearing impairments. All personnel should be trained to respond accurately and professionally. All comments and complaints shall be received by the City and logged on a mutually agreed upon complaint form and referred to the Contractor who shall respond the next working day with a description of any follow-up action taken or anticipated. Contractor must have a facsimile machine compatible with the City's and email capabilities.

Proposers shall indicate in their proposals how they will provide telephone information to the public about services during operating hours. Proposers should describe their computerized scheduling/dispatching program in place. An answering machine may be used to provide information outside of service hours. Voicemail greetings/recorded information must be available also in Spanish.

## **1. Personnel Performance Standards**

Regularly assigned drivers or a trained back up must be available and on time to ensure consistent and reliable service.

All personnel are responsible for knowledge of the service system design, the City of Malibu, and route destinations. Project personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel must also report all passenger-complaints, as well as, operational and maintenance problems promptly to the Project Manager who shall forward the information to the City.

## **2. Fare Collection and Accountability**

The cash fare for the Dial-A-Ride service will be \$1.00, \$2.00, and \$4.00 as previously described. The City reserves the right to change the fare or to issue passes, discount coupons, or tickets to be used in lieu of cash fares. The Contractor will be responsible for collecting fares per trip unless the City agrees to a prepay fare system. The Contractor shall ensure that all drivers are aware of and adhere to the fare structure.

Total fare box revenues are to be retained by the contractor, reported to City of Malibu, and deducted from the monthly cost of the service. Fare collection training shall be conducted by the Contractor, and proper fare collection shall be enforced by all project personnel.

Vehicles used in the program represent the City and therefore, the City will reserve the right to refuse any advertising on program vehicles which it determines to be offensive or inappropriate.

## **3. Program Operational Records**

Records and reports should be consistent with all National Transit Database (NTD) requirements, as well as, all other reporting required by the Los Angeles County Metropolitan Transportation Authority (Metro). In addition, the Contractor may be required to provide additional statistical information as requested in order to assist the City in complying with other grant and legislative requirements. The City will use the information requested in this section to monitor and evaluate the productivity of the service. Information must be submitted to the City according to the reporting schedule to be established by the City. All reports shall be submitted to the City in a format approved by the City. The Program Manager will prepare and submit to the City, with appropriate back up, no later than the sixth working day of each month, a summary report of operations for the service which will include at least:

- a. Daily totals of passenger counts, revenue hours, total hours, revenue miles, total miles, fare box revenue, passenger types any other operating data collected, documenting any discrepancies in the reported number of passengers carried and the amount of fares collected by the operator.
- b. Passenger pick-up and drop-off times and locations for the Dial-A-Ride service.
- c. Operational problems, accidents, incidents, passenger complaints, and any actions taken regarding the aforementioned events. Passenger complaints related to safety or serious operational deficiencies shall be reported by phone to the City no later than the next working day following Contractor's receipt of complaint.

Results of documentation may indicate the need for changes in the level of service or in operational or routing modifications. The provider shall cooperate with the City to improve the transportation operation and maintain flexibility so that service modifications may be implemented quickly.

#### **4. City Access to Records**

The City, or any of its duly authorized representatives, upon reasonable written notice, shall have access, for the purpose of audit and investigation, to all original books, documents, log sheets, and records of the Contractor which pertains to the contract. Said original books, documents, log sheets and records must be retained by the Contractor in the Southern California Region for four years following final payment under the contract.

#### **5. Marketing/Public Outreach**

The City shall be responsible for public relations as well as the production of schedules and marketing and other promotional materials, therefore, these costs should not be included in the proposal.

Contractor must refer all media requests to the City and may not provide any information without prior approval by the City. Contractor shall cause drivers and supervisors to cooperate and comply with reasonable requests by the City to distribute notices, schedules or other promotional materials to passengers in connection with the services provided. The City may also request the Contractor's personnel to collect data from passengers by handing out survey forms.

The Contractor shall participate in the City's special events as requested by the City. These events may require the Contractor to display service vehicles in addition to providing manpower for a display booth for distributing brochures regarding the City's transit services.

#### **6. Operating During a Declared Emergency**

Upon declaration of any emergency by the City Manager or his designated representative, the Contractor may be responsible for a number of transportation-related activities, including the development of emergency travel routes and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, the Contractor shall make available all program vehicles to the City, report to a designated City parking area immediately, and deploy vehicles in a manner described by the Director of Public Works or his designee as part of the City's Emergency Response Plan.

The City shall be obligated to compensate the Contractor for services which significantly exceeds the normal expense of operating the service during such period of declared emergency. The Contractor shall be required to document and

maintain all emergency- related services as requested by the City and provide these documents to the City at the declared conclusion of the emergency.

## **J. Insurance**

The insurance shall be satisfactory to the City Attorney and shall be evidenced by delivery to the Community Services Director of a certificate of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies, all endorsements whether or not required by the City, and a certified copy of each policy, including all endorsements. Each Certificate will name the City and its employees, officers, volunteers, and agents as "additional insured". The Consultant shall submit to the City certificates indicating compliance with insurance requirements as described no less than one (1) day prior to beginning of performance under this Agreement. Without limiting Contractor's liability pursuant to the hold harmless and indemnity provisions of the contract, Contractor shall maintain, at a minimum, the insurance listed below:

### **1. Worker's Compensation Insurance**

Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

An endorsement stating the City shall receive at least thirty (30) days' notice prior to cancellation or non-renewal of coverage.

### **2. Liability Insurance**

Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

- a. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured the City, its officers and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

- e. Cover the operations of the Consultant pursuant to the terms of this Agreement.

Contractor shall:

Furnish a statement of insurance with proposal describing to what extent they already meet these requirements by types and amounts of coverage.

Furnish properly executed Certificates of Insurance with original policy endorsements to City prior to commencement of work under this agreement. The certificates and endorsements shall clearly evidence all coverage requirements described herein. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be reviewed and approved by the City Attorney before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

All insurance required by this agreement shall be maintained in full force and effect for the entire term of this agreement. If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material breach of contract. City, at its sole option, may forthwith terminate this agreement and obtain damages from the Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

## **K. Indemnity**

The following provisions shall be included in the successful proposer's contract:

Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California, and will survive termination of this Agreement

## **PROPOSAL REQUIREMENTS AND INFORMATION**

Proposers should submit six (6) printed and bound copies for initial evaluation purposes. In the event that the Proposal is considered for further evaluation, additional print copies may be requested.

### **A. Proposal Format and Evaluation Criteria**

Please provide the requested information in sections clearly marked with the following headings.

1. Project Understanding – This section shall demonstrate the proposers' understanding of the general scope and services to be provided. Full credit will not be awarded for a reprinting of the text provided within this RFP.
2. Qualifications of Proposer – The Contractor shall furnish proof of ability to perform the terms of this RFP. Documentation shall also be included on the financial status of the proposer to ensure that the proposer shall continue in business through the term of the contract and can finance the costs of service provision. Proposers shall submit certified financial statements reflecting the financial condition of the firm for the most recent year available.
3. Technical Competence of Proposed Staff – This section shall include, but not be limited to, a listing of all key personnel required for the effective and efficient operation of the City's program and their qualifications for their position. An organization chart of management personnel shall be included in this section.
4. Operations Plan – A technical proposal section shall be provided describing the proposer's methods and resources to perform the work described in this RFP. In addition, this section shall describe how the proposer will make effective use of personnel to ensure quality service delivery. The proposer shall discuss, in as much detail as possible, its proposed operational programs, including but not limited to, the following: driver recruitment, hiring, training and evaluation; dealing with passenger disturbances; dispatching; on-street supervision; drug testing policy; preventive maintenance plan; documentation and maintenance of project records; response to vehicle breakdowns; procedures for handling lunches and breaks; drivers' on-board security; and the location and adequacy of the proposed maintenance, fueling and storage facility. The operations plan shall also include the proposer's start-up plan.
5. Adequacy of Storage and Maintenance Facility – Proposers must indicate the location of their proposed storage and maintenance facility. Proposers shall

describe the major equipment and features of the proposed facility. Prior to selecting a Contractor, the City, at its option, may inspect the facilities and equipment of the proposers.

6. Costs – Contractor shall provide a complete listing of fees to be paid by the City and its customers. Primarily, fee schedules will specify per minute and per mile rates. Fee schedule will also include any customer fees including; the City's trip fare schedule as well as any discounts, surcharges and administration fees required or provided by the contractor which impact the total of costs paid by the City or its participants. Alternate fee schedules will be evaluated based upon its overall impact on program goals and city and customer costs.
7. In addition, the Contractor should provide an estimated bottom line total annual cost and an hourly rate for extraordinary service.
8. Proposals quoted shall be firm for a period of 90 days from the deadline date of this RFP. Adjustments to the annual contract amount may be requested by the successful contractor 180 days prior to the end of each fiscal year. Annual contract increases may not exceed the Los Angeles County Consumer Price Index (CPI).
9. References – This section shall include a list of clients, addresses, and telephone numbers for whom the proposer has performed services similar to those described in this RFP. This section shall also include a description of all those similar services, including dates of service delivery.

## **B. Limitations**

Notwithstanding any other provision of the RFP, the City reserves the right to reject all proposals and to waive any informality in a proposal when to do so would be to the advantage of the City. Terms and conditions are subject to final approval by the City's legal counsel.

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

The City requires that every proposal include a statement that the proposal is genuine, not 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 disingenuous proposal or to refrain from bidding; and that the proposer has not in any manner sought by collusion to secure for himself an advantage over any other proposer.

No participation in the procurement process shall be permitted by any vendor who has been debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The selected proposer may not discriminate in the hiring of employees, employment of subcontractors, or the provision of service based on race, religion, color, age, disability, sex, or national origin.

The selected proposer should abide by and obey all applicable federal, state, and City laws, including, but not limited to, the nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. The selected proposer should stipulate that in any action related to the awarded contract, venue should be in the County of Los Angeles, State of California.

### **C. Submission of Proposal**

1. Acceptance of Terms and Conditions – Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of all the terms and conditions hereinafter set forth in the RFP unless otherwise expressly stated in the proposal.
2. Selection Process – After an initial review of the proposals submitted, the City may elect to conduct an interview process to allow proposers to present their proposals. If so, the City shall arrange the time, place, and inform all proposers.
3. Award of Contract – The proposer to whom the contract is awarded shall be required to enter into a written contract with the City in a form approved by the City Attorney. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract.
4. The selected Contractor shall begin full service beginning December 1, 2018. The term of the contract shall initially be for a three-year period as agreed upon by both the City and the Contractor.
5. Proposal Conditions of Limitations – Proposals which set forth conditions or limitations to those in the RFP may be considered non-responsive and rejected.
6. Proposal Interpretations and Addenda – Any change to or interpretation of the RFP will be posted in an appropriate location on the City's website, and shall become a part of the RFP and may be incorporated into the final contract. Interpretations and addenda shall not be accepted after August 23, 2018 and a final update will be posted to the City website no later than 10:00 am on August 30, 2018. Proposers shall acknowledge receipt of any such addenda in their cover letter.

7. Execution of Proposals – If the proposer is a partnership, the proposal must be signed in the name of the partnership by a general partner thereof. If the proposer is a corporation, the proposal must be signed on behalf of the corporation by an authorized officer of the corporation. All signatures must be original and in ink on at least one copy of the proposal that shall be submitted to the City.
8. Terms of Withdrawal – All proposals shall be firm offers and may not be withdrawn for a period of ninety-days following the deadline date for submission of proposals noted herein.
9. Negotiations – In the event the City accepts a proposal, an agreement may be awarded to the proposer who has submitted the proposal deemed to be in the best interest of the City. The City reserves the right to negotiate the final terms of the agreement with one or more of the highest-rated, responsible proposers. The City may require such proposers to participate in negotiations and to submit such price, technical or other revisions of their proposals as may result from negotiations. Terms and conditions negotiated with the selected Contractor are subject to final approval by the City's legal counsel and the City Council.
10. Disposition of Proposals – All proposals submitted in response to this RFP shall become the property of the City and a matter of public record. The proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information that it claims is exempt from disclosure under the Public Records Act, (California Government Code Section 6250 et seq.). Any proposer claiming such an exemption must also state in its proposal that the proposer agrees to defend any action brought against the City for its refusal to disclose such material, trade secrets, or other proprietary information to any party making a request therefore. Any proposer who fails to include such a statement should be deemed to have waived its right to an exemption from disclosure as provided by said Act.

#### **D. Proposal Submittal**

Submit six (6) printed and bound copies of the complete proposal to:

Jesse Bobbett, Community Services Director  
City of Malibu  
23825 Stuart Ranch Road  
Malibu, CA 90265

All proposals are due no later than **4:00 p.m. on Thursday, September 6, 2018**. Any and all proposals received after the deadline will be considered non-responsive. No faxed or emailed proposals will be accepted.

**Response Preparations**

No reimbursement will be made by the City for costs incurred in the preparation of the response to this RFP. Submitted materials will not be returned and become the property of the City.

**Right to Reject Proposals**

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the City and the firm selected. The City reserves the right without prejudice to reject any or all proposals.

**ATTACHMENTS:**

1. Dial-A-Ride Service Analysis, July 2017 – May 2018
2. Sample Agreement for Professional Services