



## AGENDA REPORT

**Meeting Date:** June 16, 2009

**Item Number:** F-12

**To:** Honorable Mayor & City Council

**From:** Aaron Kunz, Deputy Director of Transportation *AK*  
Martha Eros, Transportation Planner

**Subject:** APPROVAL OF THE AWARD OF CONTRACT BETWEEN THE CITY OF BEVERLY HILLS AND MY TRANSIT PLUS, INC. FOR THE ADMINISTRATION AND REIMBURSEMENT OF THE CITY'S TAXI COUPON PROGRAM FOR SENIORS AND DISABLED PERSONS; AND

APPROVAL OF A BLANKET PURCHASE ORDER TO MY TRANSIT PLUS, INC. IN THE AMOUNT OF \$265,090 UTILIZING PROPOSITION A TRANSPORTATION GRANT FUNDS FOR THE FIRST YEAR OF CONTRACT SERVICES

**Attachments:** 1. Agreement

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### **RECOMMENDATION**

Staff recommends that the City Council move to approve the award of contract for a six-year agreement, with three one-year options, with My Transit Plus, Inc., and approve a blanket purchase order in the amount of \$265,090 for the first year of service, for a total amount not to exceed \$1,606,856 through June 31, 2015.

### **INTRODUCTION**

Beverly Hills has jointly operated the Taxi Coupon Program with the City of West Hollywood since its inception in 1987. The program provides discounted taxi fare coupons for senior residents age 62 and older and qualifying disabled residents of any age, and is fully subsidized using transportation grant funding. The contract has been administered by Jewish Family Services (JFS), a non-profit social services agency, since 1994 without any service changes or technical development.

The Cities of Beverly Hills and West Hollywood issued a joint Request for Proposal (RFP) on February 12, 2009, for the administration of the Taxi Coupon Program to take advantage of combining service hours to provide economies of scale for both agencies.

Three proposals were received by the March 12, 2009 deadline from MV Transportation, Inc., My Transit Plus, Inc., and R&D Transportation Services. Incumbent JFS did not submit a proposal.

Based on standardized evaluation criteria and panel interviews, staff recommends award of contract to My Transit Plus, Inc. beginning on July 1, 2009. The City of West Hollywood City Council authorized staff to enter contract negotiations with My Transit Plus, Inc. at its May 4, 2009 City Council meeting.

## **DISCUSSION**

The Taxi Coupon Program provides the City's senior and disabled residents short trips that may not be conveniently available through conventional public transit or the City's Dial-A-Ride shuttle service (i.e., nights and weekends). Eligible residents may purchase taxi coupon books with a face value of \$24 in taxi fares for a reduced cost of \$6 per book. The City subsidizes the remaining \$18 of each \$24 coupon book sold. When taxi drivers turn in books for reimbursement, they receive 100% of the \$24 book value. The City issues approximately 6,500 coupon books annually. Qualifying residents are limited to one book per month. Residents undergoing dialysis, chemotherapy or radiation treatment, and those with AIDS or Alzheimer's disease may receive up to two additional taxi coupon books per month.

The program is fully funded with Proposition A grant funds, and because of a joint venture with the City of West Hollywood, the City of Beverly Hills receives approximately \$40,000 annually in Proposition A incentive grant moneys annually for the taxi coupon program. The City of Beverly Hills benefits from a joint program with West Hollywood by receiving lower contractual costs due to shared office location and staffing.

The existing contract has been operated by the same service provider for 15 years. The proposed agreement with My Transit Plus, Inc. is structured to blend administrative and reimbursement costs while retaining two distinct programs for Beverly Hills and West Hollywood.

RFPs were mailed to 14 agencies on February 12, 2009, and three proposals were submitted by the March 12, 2009 deadline. Each proposal was independently evaluated and scored by a seven-member panel consisting of staff representatives from the City of Beverly Hills (4) and West Hollywood (3). Additionally, the Finance Directors for each city reviewed the financial statements submitted by each operator.

Following group interviews on April 7, 2009, the panel supports staff's analysis to recommend the award of the taxi coupon contract to My Transit Plus, Inc. The interview panel unanimously agreed that My Transit Plus, Inc. offers the most competitive option based on the following reasons:

1. Finance Directors' assessment of the company's financial stability, and its available capital and personnel resources;
2. Lowest bid of the three proposals;
3. Five-year experience operating the countywide LADOT Taxi Coupon Program;
4. Understanding of community and demographics; and

5. Improved wage and benefits package aimed at staff retention.

**FISCAL IMPACT**

The recommended agreement with My Transit Plus, Inc. is for an amount not to exceed \$265,090 for fiscal year 2009-2010 utilizing Proposition A local and incentive grant funds. This includes \$77,090 in administrative costs and \$188,000 (\$24 x 6,500 books, plus 20% contingency for growth and service improvements) in taxi fare reimbursements to taxi drivers/companies. The City receives an estimated \$40,000 from coupon book sales for a net cost of \$225,090 in FY2010, and an overall cost of \$1,366,856 for the six-year contract period.

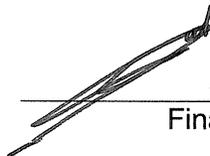
Expenditures:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	TOTAL
ADMINISTRATION	77,090	75,502	77,588	82,493	81,951	84,232	478,856
REIMBURSEMENTS	188,000	188,000	188,000	188,000	188,000	188,000	1,128,000
TOTAL	265,090	263,502	265,588	270,493	269,951	272,232	1,606,856

Revenue:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	TOTAL
TAXI COUPON SALES	(40,000)	(40,000)	(40,000)	(40,000)	(40,000)	(40,000)	(240,000)

NET COST	225,090	223,502	225,588	230,493	229,951	232,232	1,366,856
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 Scott Miller  
 Finance Approval

  
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 David Gustavson  
 Approved By

# **Attachment 1**

## Agreement

**CITY OF BEVERLY HILLS  
TRANSPORTATION AGREEMENT FOR SERVICES**

**CONTRACTOR: My Transit Plus, Inc.  
PROJECT: Taxi Coupon Subsidy Program Administration Services**

This Agreement is made and entered into this 16th day of June 2009 at Beverly Hills, California, by and between the City of Beverly Hills, a municipal corporation, 345 Foothill Road, Beverly Hills, CA 90210 (hereinafter referred to as the "CITY") and MyTransitPlus, Inc., 6053 W. Century Blvd., 9th Floor, Los Angeles, CA 90045 (hereinafter referred to as the "CONTRACTOR").

RECITALS

A. The CITY chooses to contract for transportation services which benefit the CITY, its residents, business and property owners, and employees;

B. The CONTRACTOR desires to provide to the CITY, its residents, business and property owners, and employees, said transportation services and is qualified by reason of experience, organization, preparation, staffing, and facilities to provide such services;

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

1. AGREEMENT. This agreement consists of this document and attachments: Exhibit A (2009 Request For Proposals); Exhibit B (2009 Bid Proposal); Exhibit C (Scope of Services); and Exhibit D (Budget). In the event of a conflict among the provisions of the foregoing documents, the provisions of this Agreement shall govern, then the provisions of Exhibit A, then the provisions of Exhibit B, then the provisions of Exhibit C, then the provisions of Exhibit D.

2. SCOPE OF SERVICES. The CONTRACTOR is to perform all the services set forth in this Agreement.

3. COMMENCEMENT OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY. The CONTRACTOR may begin service transition and start up activities May 2009 for commencement of operations on July 1, 2009.

4. TERM OF AGREEMENT. This agreement shall be effective for a period of six years effective July 1, 2009 and shall end June 30, 2015, except as otherwise provided in Section 10. The CITY reserves the right to extend the agreement for three additional one-year periods through June 30, 2018, on the same terms or any other terms the CITY deems appropriate.

5. COMPENSATION AND METHOD OF PAYMENT.

5.1 Compensation. For performance of such services CITY will pay CONTRACTOR an amount of money not to exceed the sum of One Million Six Hundred Six Thousand Eight Hundred Fifty Six dollars (\$1,606,856), for six years which, with revenues, shall

constitute full and complete compensation for the CONTRACTOR'S services under this Agreement based on the rates set forth in Exhibit D (Budget).

Said sum shall be paid for full performance of those services described in this Agreement and may be adjusted for unsatisfactory performance of those services described in this Agreement. Said compensation shall be paid by the CITY out of the CITY's Proposition "A" or "C" funds or General Fund. These monies are to be used by the CONTRACTOR only in the performance of the services described in this Agreement and are to pay the costs of performance as described in Exhibit D (Budget) in this Agreement.

5.2 Start Up Advance. Upon execution of this Agreement, the CITY shall pay to the CONTRACTOR two month's operating expenses to be applied to the operating expenses defined in Exhibit D (Budget).

5.3 Operating Revenues and Amount Invoiced. The amount invoiced shall be the difference between the amount that is due and the amount of the coupon book revenues that are collected in cash during the applicable month. Any unused postage received from the clients shall be exchanged for cash and applied as revenue to the program.

5.4 Administration Expenses. Compensation for Administration Expenses shall be based on the following schedule of expense amounts submitted by the CONTRACTOR and shall not exceed the amounts listed below, as set forth in Exhibit D (Budget).

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Administration</b>	\$77,090	\$75,502	\$77,588	\$82,493	\$81,951	\$84,232	\$478,856
<b>Reimbursement</b>	\$188,000	\$188,000	\$188,000	\$188,000	\$188,000	\$188,000	\$1,128,000
<b>Total</b>	\$265,090	\$263,502	\$265,588	\$270,493	\$269,951	\$272,232	\$1,606,856

6. CONTRACT ADMINISTRATION. The CONTRACTOR shall coordinate, manage and control all necessary program activities which shall include: project and program administration, administrative and financial personnel; ordering, payment and mailing processing, providing personnel training; administrative procedures, performance statistics and financial records; client trips; Federal Transit Administration National Transit Database (FTA-NTD) data collection and reporting, program audits, and developing methods to maximize service efficiency.

6.1 The CITY's Lead Representative. Unless otherwise designated in writing, the Transportation Supervisor or designee shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

6.2 Manager-in-Charge. CONTRACTOR shall specify the Project Manager in charge of the project for the CONTRACTOR on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

6.2.1 A Project Manager must be identified and his/her resume must be submitted to the CITY. Project Manager shall be dedicated 50% time to the project. Typical qualifications of a Project Manager include a minimum of three (3) years transportation operations management experience, including three (3) years supervisory experience. CONTRACTOR shall provide for a change in the Project Manager on six weeks' notice by the CITY. If the Project Manager is replaced, CONTRACTOR shall submit the resume and qualifications of a replacement fifteen (15) working days prior to the departure date of the incumbent.

6.3 Personnel. The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR shall be solely responsible for the satisfactory work performance of all employees as described by the Agreement or any reasonable performance standard established by the CITY. CITY must be notified in writing of all changes in personnel funded in full or in part by this program. The CITY must be notified of new hires or reassignments of project personnel. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right to demand removal from the project, for reasonable cause, of any project personnel. Employees shall be bonded.

6.3.1 Project shall have at least three staff positions dedicated 100% to the program, in addition to the Project Manager, to perform the data entry, processing of the coupon book requests, processing payments, processing reimbursements, providing program information to the public, handling client questions and problem-solving, performing fraud prevention activities, processing financial and statistical accounting and documentation in compliance with Federal Transit Administration Regulations. At least one staff person is required to be fluent in speaking, reading and writing of the Russian language.

6.3.2 Administrative Staff wages shall be no lower than \$15 per hour before including benefits. Probationary Salary Wage may start at \$14 per hour. Salaries may exceed the starting hourly rates and annual CPI increases shall be incorporated into the salary structure.

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

6.4 Responsibilities of the CONTRACTOR. The CONTRACTOR will be responsible for project management of the Taxi Coupon Subsidy Program Services according to specified operating policies and procedures. The City may establish additional rules that are reasonable for operation of this service after consultation with the CONTRACTOR.

6.5 Responsibilities of the CITY. The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

7. CITY COORDINATION OF SERVICE. CONTRACTOR will act as a member of a larger coordinated Beverly Hills and West Hollywood transportation system, as well as a citywide service delivery system. CONTRACTOR will participate under the direction of CITY staff in planning and evaluating City services and in gathering information regarding community needs. CONTRACTOR shall coordinate operations and services with Beverly Hills Transportation Services.

8. TERMINATION.

8.1 Termination for Convenience. The CITY may terminate this Agreement without cause and in its sole discretion at any time by giving the CONTRACTOR thirty (30) days written notice of such termination. The CONTRACTOR may terminate this Agreement without cause and in its sole discretion at any time by giving the CITY ninety (90) days written notice of such termination. CITY Representative is hereby empowered to give said notice subject to ratification by the City Council. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination. In the event of termination, CONTRACTOR shall reimburse CITY on a pro-rata basis for all monies received through CITY not expended for the operation of terminated project for the duration of the agreement.

8.2 Termination for Cause. All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than ten (10) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

9. CHANGES IN THE LEVEL OF SERVICE. CITY may adjust the level of service at its discretion. CONTRACTOR shall not make operational modifications which affect the level of service, including but not limited to, hours of operation, and staff schedules, without the prior written approval of the CITY. City shall give CONTRACTOR sixty (60) days written notice of modifications that the CITY determines are major and may provide CONTRACTOR with less notice if the CITY determines modifications are minor. If the CITY makes modifications which increase or decrease the level of service more than twenty five percent (25%), CITY and CONTRACTOR may negotiate a change in the budget.

10. RELIGIOUS AND POLITICAL ACTIVITIES. CONTRACTOR agrees that funds under this program will be used exclusively for performance of the work required under the agreement, and that no funds made available under the agreement shall be used to promote religious or political activities. Further, CONTRACTOR agrees that it will not perform, nor

permit to be performed, any religious or political activities in connection with the performance of the agreement.

11. MARKETING. CITY shall be responsible for expenses related to marketing, public relations and advertising of the transit services.

12. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, City Council and each member thereof, its officers, employees and agents ("CITY indemnitees), from and against any and all causes of action, claims, liabilities, obligations, judgments, financial loss, or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising from the CONTRACTOR's intentional, reckless, negligent or wrongful acts, errors, or omissions of CONTRACTOR in the performance of the services.

12.1 The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, City Council and each member thereof, its officers, employees and agents ("CITY indemnitees), from and against any and all causes of action, claims liabilities, obligations, judgments, financial loss, or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising from the CONTRACTOR's liability expense, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the CONTRACTOR'S operations, or its services thereunder, including any Worker's Compensation suits, liability, or expenses arising from or connected with services performed on behalf of the CONTRACTOR by any person pursuant to this Agreement. In the event the CITY indemnitees are made a party to any action, lawsuit, or other adversarial proceeding alleging negligent or wrongful conduct on the part of the CONTRACTOR:

12.2 The CONTRACTOR shall provide a defense to the CITY indemnitees or at the CITY's option reimburse the CITY indemnitees their costs of defense, including reasonable attorneys' fees, and costs incurred in defense of such claims; and

12.3 The CONTRACTOR shall promptly pay any final judgment or portion thereof rendered against the CITY indemnitees with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent or wrongful performance.

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

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

13.1.1 Workers' Compensation Coverage. The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its

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

13.1.2 General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. Such insurance shall be primary to any other similar insurance, shall name the CITY as additional insured, and shall contain a provision stating that the insurance carrier will provide thirty (30) day advance notification of cancellation of such insurance. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

13.1.3 Automobile Liability Coverage. The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

13.1.4 Crime Coverage. A comprehensive blanket crime coverage policy in an amount not less than ten thousand dollars (\$10,000.00), insuring against loss of money, securities, or other property referred to thereunder which may result from (a) dishonesty or fraudulent acts of officers, directors, or employees (commercial blanket form) of the CONTRACTOR; or (b) disappearance, destruction, or wrongful abstraction inside or outside the premises of the CONTRACTOR while in the care, custody, or control of the CONTRACTOR; or (c) sustained through forgery or alteration of checks, drafts, or any other order or direction to pay a certain sum in money. The policy shall be primary to any other similar insurance, shall include loss payee's endorsement naming CITY as additional insured, and shall contain a provision stating that the insurance carrier will provide thirty (30) day advance notification of cancellation of such insurance.

13.1.5 Fidelity Bond. CONTRACTOR shall obtain and provide, during the term of the Agreement, a blanket fidelity bond in a form satisfactory to the City Attorney concerning each of CONTRACTOR's employees in the sum of two hundred fifty thousand dollars (\$250,000.00) which shall be executed by a responsible corporate surety which has been given a B+ or higher rating by the most recent edition of Best's Insurance Guide and which is authorized to issue bonds in the State of California through an authorized agent with an office in California.

13.2 Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the specific language of Section 15.2.1 below.

13.2.1 "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

13.2.2 This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

13.2.3 This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

13.2.4 The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.

13.2.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

13.2.6 The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.

13.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

13.4 Certificates of Insurance. The CONTRACTOR shall provide certificates of insurance with original endorsements on a form approved by CITY, to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY no later than fifteen (15) days after execution of the Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

13.5 Failure to Procure Insurance. Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 8.2 or, at CITY'S discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONTRACTOR to CITY upon demand.

14. PROGRAM EVALUATION AND REVIEW. CONTRACTOR shall make available for inspection its performance, financial, and all other records pertaining to the

performance of this contract to authorized CITY personnel to inspect and monitor its facilities and program operations, including the interview of CONTRACTOR staff and program participants as required by CITY. During such reviews, the confidentiality of those persons using the services of the CONTRACTOR shall be respected. Should it be appropriate and necessary and the CITY agree, identifying information such as the last names of service recipients may be deleted from such records. CONTRACTOR agrees to submit all data that is necessary to complete reports that may be required by CITY.

15. MONITORING AND EVALUATION. To ensure proper performance of this Agreement and that the transportation services are conducted for the CITY and its residents, business and property owners, and employees, the CITY will monitor, evaluate, and provide guidance to the CONTRACTOR in the performance of this Agreement. Authorized representatives of the CITY shall have the right of access to all activities and facilities operated by the CONTRACTOR under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. During such reviews, the confidentiality of those persons utilizing the services of the CONTRACTOR shall be respected. Should it be appropriate and necessary and the CITY agree, identifying information such as the last names of service recipients may be deleted from such records. Activities include attendance at Staff, Board of Directors, Advisory Committee and Advisory Board meetings, and observation of ongoing program functions. The CONTRACTOR will insure the cooperation of its staff and board members in such efforts. The CITY Representative or her/his designee will conduct periodic program progress reviews.

These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management, service performance, problem resolution, data collection, and reporting.

16. Project Operational Records. DOCUMENTATION. In order to document this project, the CONTRACTOR will be required to maintain all project records as requested by the CITY. The CONTRACTOR shall permit authorized representatives of the CITY to examine all data and records related to the project upon request by the CITY or according to the scheduled reporting periods. All project records prepared by the CONTRACTOR shall be owned by the CITY and be made available to the CITY at no additional charge.

These records provide documentation of the operational procedures and will serve as a database to monitor and evaluate the productivity of service requirements and methods. These records must be submitted to the CITY monthly according to the established reporting schedule. Operational records shall include, but are not limited to the following categories: Program Reports and Summaries as defined in Exhibit C, Scope of Work, Section III, and FTA-NTD Reports.

16.1 Federal Transit Administration National Transit Data (FTA-NTD) Processing And Reporting. In order to ensure uniformity of data collection from its transit service, the CITY requires the CONTRACTOR to comply with Federal Transportation Administration National Transit Database requirements.

16.1.1 CONTRACTOR shall collect FTA-NTD and other pertinent ridership information. FTA NTD requirements entail a high level of operational data collection including on-board operational data sampling (approximately one per day) using FTA recommended sampling techniques in Circular C2710.4a or by collecting 100% of the data. The operational and financial data shall be submitted on a monthly basis.

16.1.2 CONTRACTOR shall provide the CITY with all information necessary to complete FTA NTD Reports required by LACMTA. CONTRACTOR shall complete quarterly and annual NTD Report forms.

## 17. ACCOUNTABILITY, FINANCIAL & STATISTICAL RECORDS

CONTRACTOR agrees to prepare and submit financial, program progress, monitoring, evaluation, and other reports as required by CITY. CONTRACTOR shall maintain and permit on-site inspections of such property, personnel, financial, and other records and accounts as are considered necessary by the CITY to assure proper accounting for all agreement funds.

17.1 CONTRACTOR shall ensure that its employees and board members furnish such information which, in the judgment of CITY representatives, may be relevant to a question of compliance with contractual conditions with CITY, of granting agency directives, or with the effectiveness, legality, and achievements of the program.

17.2 Accounting, Auditing And Revenue Disclosure Requirement. The CONTRACTOR must establish and maintain on a current basis an adequate accrual or modified accrual accounting system in accordance with generally accepted accounting principles and standards. CONTRACTOR certifies that it has previously filed with CITY its most recent certified annual audit listing all revenue received by CONTRACTOR from Federal, State, County, or CITY sources, or other governmental agencies. Such statement reflects the name and a description of such project or business activity, the dollar amount of funding provided by each and every governmental agency to each such project or business activity, and the full name of each such governmental agency.

17.3 Expenditures. Expenditures made by the CONTRACTOR in the operation of the agreement shall be in strict compliance and conformity with the Budget set forth in Exhibit D (BUDGET), unless prior written approval for an exception is obtained from the CITY Representative or her/his designee.

17.4 Audits. The CONTRACTOR's program will be audited in accordance with CITY policy and funding source guidelines. The CITY or its authorized representatives shall, at all times, have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of the CONTRACTOR. The CONTRACTOR's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the CONTRACTOR's program

17.4.1 CONTRACTOR shall make available for inspection and audit to CITY representatives, upon request, at any time during the term of the agreement and during a period of five (5) years thereafter, all of its books and records relating to the operation of each project or business activity which is funded in whole or in part with governmental monies,

including the project funded under the agreement, whether or not such monies are received through CITY. All such books and records shall be maintained by the CONTRACTOR at a location within Los Angeles County.

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

18. OWNERSHIP OF DOCUMENTS. It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

19. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law. All proposals submitted shall include a listing of names and addresses of all subcontractors the CONTRACTOR proposes to utilize in fulfilling his contract obligations and a description of the work to be performed. The CONTRACTOR understands that all work undertaken by a subcontractor shall be the responsibility and liability of the CONTRACTOR. During the term of the agreement, CONTRACTOR shall notify the CITY in writing of any change in the list of subcontractors, vendors, personnel service providers, or subsidiaries of the CONTRACTOR within fifteen (15) days of any change.

20. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS. The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations, including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, the Americans with Disabilities Act, Federal Transit Administration, Drug Testing requirements and other laws and regulations applicable to contracts utilizing federal funds. In connection with this project, the CONTRACTOR shall not discriminate on the grounds of race, color, or national origin.

20.1 Non-Discrimination And Equal Employment Opportunity. The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.

20.2 Taxes. The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

20.3 Workers' Compensation Law. The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

20.4 Licenses. The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of Beverly Hills business license, if required under CITY ordinance.

21. CONFLICT OF INTEREST. The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

22. INDEPENDENT CONTRACTOR. The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur

any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

23. NOTICE. All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

BEVERLY HILLS TRANSPORTATION  
345 Foothill Road  
Beverly Hills, CA 90210  
Fax (310) 278-1838  
Attention: Martha Eros

Notices to the CONTRACTOR shall be sent to the following address:

CONTRACTOR: MYTRANSITPLUS, INC.  
6053 W. Century Blvd, 9th Floor  
Los Angeles, CA 90045  
Fax (310) 981-9501  
Attention: Robert Sovinsky

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

25. ENTIRE AGREEMENT; MODIFICATION. This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

26. ATTORNEYS' FEES. In any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in an amount determined by the court.

27. WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

28. EXECUTION. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. AUTHORITY TO ENTER AGREEMENT. The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, this AGREEMENT has been executed by the City of Beverly Hills and MyTransitPlus, Inc. on the \_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF BEVERLY HILLS, a municipal corporation

\_\_\_\_\_  
NANCY KRASNE  
Mayor of the City of Beverly Hills,  
California

ATTEST:

\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

CONTRACTOR:  
MY TRANSIT PLUS, INC., a California Corporation

\_\_\_\_\_  
CRAIG SMEDMAN  
President and Chief Executive Officer

\_\_\_\_\_  
FRANCIS G. HOMAN ALLEN KIMBLE  
~~Treasurer/ Secretary~~ CORPORATE CONTROLLER

APPROVED AS TO FORM:

\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTEXT:

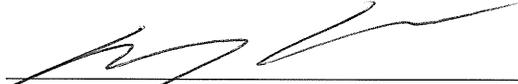
\_\_\_\_\_  
RODERICK WOOD, CCM  
City Manager

[Signatures continue]



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DAVID GUSTAVSON  
Director of Public Works & Transportation



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KARL KIRKMAN  
Risk Manager

**EXHIBIT A**

**CITIES OF BEVERLY HILLS AND WEST HOLLYWOOD  
2009 REQUEST FOR PROPOSALS**

February 12, 2009

**Potential Bidder**

**REQUEST FOR PROPOSAL  
WEST HOLLYWOOD AND BEVERLY HILLS TAXI COUPON SUBSIDY  
PROGRAM SERVICES**

The City of West Hollywood and the City of Beverly Hills Department of Transportation & Public Works (BHDOTPW), are soliciting proposals for the management and administration of a taxi coupon subsidy program and services. One RFP is issued for the two separate contracts executed with the selected contractor. One vendor will be selected to provide all services for both Cities.

The attached RFP includes a detailed description of the work to be performed. The proposals received will be used to determine which firms will best meet West Hollywood's and Beverly Hills' needs. The Cities of West Hollywood and Beverly Hills reserve the right to accept any proposal or to reject any and all proposals.

Should you choose to submit a proposal, 2 originals and 10 copies must be received no later than 12 noon, Thursday, March 12, 2009. The sealed proposal must be clearly marked: Request For Proposal, West Hollywood & Beverly Hills Taxi Coupon Subsidy Program Services. Proposals must be addressed to:

**Attention: Joyce L. Rooney  
City of West Hollywood  
8300 Santa Monica Blvd.  
West Hollywood, CA 90069**

A pre-bid meeting will be held at Beverly Hills Department of Transportation & Public Works, 345 Foothill Drive, Beverly Hills, CA 90210, Conference Room 217, on Thursday, February 12, 2009 at 10 a.m. to discuss the project. Parking is available next to the Public Works Building.

Any questions regarding the RFP should be addressed to Joyce Rooney, City of West Hollywood, (323) 848-6370 no later than Friday, February 10, 2009.

**CITY OF WEST HOLLYWOOD  
AND  
CITY OF BEVERLY HILLS  
DEPARTMENT OF TRANSPORTATION & PUBLIC WORKS  
REQUEST FOR PROPOSAL  
WEST HOLLYWOOD AND BEVERLY HILLS  
TAXI COUPON SUBSIDY PROGRAM SERVICES**

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**CITY OF WEST HOLLYWOOD AND CITY OF BEVERLY HILLS DEPARTMENT  
OF TRANSPORTATION & PUBLIC WORKS**

**REQUEST FOR PROPOSALS  
TAXI COUPON SUBSIDY PROGRAM AND SERVICES**

**I. INTRODUCTION**

The Cities of West Hollywood and Beverly Hills currently fund a Taxi Coupon Subsidy Program for residents over the age of 65 and to qualified disabled persons. The program originally began as a County of Los Angeles program, and has been a West Hollywood program since Cityhood in 1984 and a Beverly Hills program since 1987.

The function of the Contractor is to provide administrative services for the Taxi Coupon Subsidy Program. The Cities desire to contract with an established firm experienced with administering similar mid-size to large, user-side subsidy programs with a priority of providing excellent customer service and record keeping.

The Cities are requesting cost proposals for the administration of the program. The agreement period will be for six years with the option of three additional one-year extensions. The City requires that the proposals be firm for 180 days from the due date of the proposal. The Cities reserve the right to discontinue with advance notice any portion of the program. The Cities reserve the right to accept any proposal, or to reject any and all proposals.

The Cities will evaluate proposals that demonstrate the commitment to operating a high quality, cost-effective, customer-oriented service favorably. The Cities will closely monitor the operations of the program and will work with the selected Contractor to ensure the provision of excellent service.

**A. Service Area Characteristics**

The City of West Hollywood is surrounded by the Cities of Los Angeles, Beverly Hills and the Hollywood Hills (part of the Santa Monica Mountain range). The 1.9 square mile City is intensely urban with 98.7% of the land developed with private or public uses. It is also the most densely populated city west of the Mississippi, with a population of over 38,000, roughly 4% of Los Angeles County. The general population includes a large senior, gay and Russian émigré communities.

The City of Beverly Hills is surrounded by the City of Los Angeles, with the exception of a small portion of the northeasterly border which is next to the City of West Hollywood. The 5.7 square mile city is home to 32,600 residents of which 20% are 65 years old or older.

## **B. Existing City Transportation Programs**

West Hollywood funds four transportation programs that attempt to meet the diverse needs of the community members. The CityLine local circulator transit service, a dial a ride service for the frail, elderly and disabled, a senior and disabled bus pass subsidy, and the taxi coupon and lift van subsidy program.

Beverly Hills also funds transportation programs to meet the needs of its diverse community: a senior dial a ride, a senior and disabled bus pass subsidy and the taxi coupon subsidy program.

## **II. JOINT SOLICITATION OF PROPOSALS**

### **A. Coordinated Transportation Services**

The Cities of West Hollywood and Beverly Hills have agreed to jointly solicit proposals for management and operation of their respective services. The Cities will jointly review the proposals. The Cities reserve the right to accept any proposal, or to reject any and all proposals. The Cities will award separate contracts for the services. Contracts for service are expected to commence July 1, 2009 and will have an initial term of six (6) years with three additional one year options. The Cities reserve the right to discontinue with advance notice any portion of the Service.

The Contractor is required to share facilities and resources between the services to the extent possible. All services shall operate and be reported on as separate and distinct services.

The Contractor for the Taxi Coupon Program will be responsible for the following:

- General program management responsibilities;
- Determination of program membership eligibility and registration approval;
- Sale and distribution of taxi coupon books (including production and safekeeping);
- Mailing of program literature and program correspondence;
- Provide customer service (including handling of complaints) by telephone and mail;
- Database program management (including geo-coding, encryption, archiving, and scanning) and record-keeping;
- Taxi Coupon trip data entry;
- Coordination of taxi cab company service agreements and reimbursements;
- Processing of taxi company trip reimbursements;
- Preparation of data and reports for National Transit Data Reporting and Audits;
- Provide program and statistical reporting;
- Financial and statistical accounting and documentation;
- Monitor customer satisfaction through surveys;
- Development and adherence to written administrative/accounting procedures;

- Establishment of office security measures to safeguard the handling of funds (checks and money orders), taxi coupon books and confidential information;
- Re-registration of all Taxi Coupon Subsidy members to keep database updated;
- Coordination of the service with City of Beverly Hills;  
and
- Administration of electronic transit fare card technology system (may be implemented during the term of the agreement).

### **SECTION III. PROJECT DESCRIPTION:**

#### **A. Taxi Coupon Subsidy Service Description**

The Taxi Coupon Program provides supplemental transportation services to eligible residents through subsidized taxi transportation. The Program Contractor is the first point of contact for program participants, which provides information regarding the program and serves as a repository for client complaints and commendations. Therefore, it is imperative that the Program Contractor has thorough knowledge of the program and provides high quality customer service. The current budget for the Taxi Coupon Program Administration is approximately \$150,000 for 2008-2009 Fiscal Year.

The Cities currently operate the Taxi Coupon Subsidy Program with similar service and program eligibility requirements. Taxi Coupon books are purchased by the user at a reduced rate to use as cash with City licensed taxi cab companies. The taxi cab companies are reimbursed 100% for the value of the trip. The program is a by mail program only, aside from a small distribution of coupon books going to a select few social service organizations. No service will be provided on the following holidays: New Year's Day, Martin Luther King Holiday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and day after Thanksgiving.

The program is funded by each of the cities' Proposition A Funds and by user revenues. It also funded by Proposition A Incentive Funds as a coordinated project between the two Cities. The budget and taxi coupon reimbursements are based on the fiscal year calendar of July 1 to June 30.

#### **1. WEST HOLLYWOOD**

West Hollywood sells approximately 13,000 books during the fiscal year. Book revenues provide approximately 30% of the cost of the West Hollywood program. The program serves over 4,000 West Hollywood residents.

West Hollywood has a high proportion of residents who are transit dependent with over 33% of the population of age 55 years and older. Over 28% of the West Hollywood's elderly population, use public transit and over 60% use the taxi coupon subsidy program. The City has five Senior HUD Housing projects in residential areas that are geographically inaccessible to MTA public transit. Many people who

use the taxi coupon subsidy program also use other transit services or have some difficulty using public transit.

## **2. BEVERLY HILLS**

Beverly Hills sells approximately 3,500 books per year, with approximately 300 books sold per month. Book revenues provide approximately 22% of the cost of the Beverly Hills program. The program serves over 2,500 Beverly Hills residents. Approximately 43% of the eligible elderly population participate in the Beverly Hills Taxi Coupon program.

### ***B. Program Eligibility Determination and Registration***

The CONTRACTOR is responsible for eligibility determination and registration of clients. City residents interested in becoming a client of the program must fill-out an application and submit it to the CONTRACTOR along with the corresponding required documentation. If the applicant meets all the requirements and provides the necessary documentation, the CONTRACTOR enters the individual's information into the computerized database. Applicants and supporting documentation are scanned and filed by the CONTRACTOR. Upon application approval and data input, the applicant becomes a registered client and can fully participate in the program.

There are currently over 4,500 clients combined on both programs with approximately 2,000 purchasing coupon books each month. The program is continually growing with approximately 25 new applicants registering each month. About 97% of the existing members are seniors and 3% are individuals with disabilities under the age of 65.

### **C. Production, Sale, Distribution and Safekeeping of Taxi Coupon Books**

Once applicants become taxi coupon clients, they are eligible to purchase one book of taxi coupons per month, or a total of up to 12 taxi coupon books a year. A book of taxi coupons is sold at \$8.00 for West Hollywood, and \$6.00 for Beverly Hills. The checks or money orders received from clients are deposited by the Coordinator each business day). Each book contains 24 taxi coupons and can be used on any City-licensed taxi cab vehicle. The security coded books are mailed to the client. The security codes are entered in the client's database file prior to mailing as a tracking and fraud prevention method. The Contractor may subcontract with a printer who can produce the taxi coupons books in a secure environment and within the time constraints prescribed by the Cities. After the coupon books are delivered to the Contractor's site, the Contractor verifies and checks them for accuracy then mails them to the clients within the required time period. The Contractor is responsible for the safekeeping of the checks, money orders and coupon books. Any lost or stolen coupon books due to the Contractor's negligence will be charged to them at face value (currently \$24.00). Contractors are required to have a vault to store the taxi coupon books. The Contractor shall include in the proposal, all costs for printing, mailing, and safekeeping of taxi coupon books and other related costs.

**a. Security Coded Scrip**

The client's taxi coupon book is security coded with a unique alphanumeric number. The security coded coupon was implemented to detect fraud in the program. The Contractor receives the taxi coupon slips with invoicing from the transportation providers (City-franchised Taxi operators). Each of these providers submits invoices each month to the Contractor for payment of reimbursement. The taxi operators affix the scrip to the Driver Trip Forms. The Contractor is required to provide monthly statistical reports based on the data received from the trips. Contractor may be required to provide a variety of reports, including FTA NTD Reports, indicating the travel patterns as requested by the Cities.

After the Contractor receives, processes and cancels the used taxi coupons submitted for reimbursement by the participating City-franchised taxi companies, the Contractor is responsible for keeping the canceled scrip in a secured storage facility. The used coupon is kept in the storage facility for up to five years, and shall be made available for inspections and during the annual audits. The Contractor will implement prudent procedures for safeguarding all the taxi coupons and will design and implement a retrieval system of canceled coupons and documentation for future audits.

**b. Taxi Coupon Sales and Mailing**

Approximately, 16,000 transit scrip books are sold each year. For the purpose of the RFP, the cost proposal should be based on processing 20,000 taxi coupon books a year (Section VII – Proposal Forms and Instructions). The Contractor shall pay for envelopes, labels, and postage, etc. for the mailing the taxi coupon books to the clients. The volume of coupon book sales varies during each month. It is important that the Contractor sets staffing levels to process the demand for orders within the time period prescribed in the Scope of Work. Table 1 displays the average volume of taxi coupon books processed per month during fiscal year 2008.

**Table 1**  
**Average number of books sold**

<b>Month</b>	<b>Average number of books sold</b>
1	1,846
2	1,348
3	1,250
4	1,328
5	1,185
6	1,151
7	1,365
8	1,098
9	1,131
10	1,120
11	1,062
12	1,083

**c. Taxi Coupon Reimbursement Processing and Data Entry**

Approximately, 38,000 to 40,000 trips are provided each year. For the purpose of the RFP, the cost proposal should be based on **processing 40,000 taxi coupon trip slips**

for data entry and processing. The reimbursement payments to the taxi companies vary each month and the Contractor shall operate as a pass through system for the Cities and is not an expense for the Contractor. It is important that the Contractor sets staffing levels to process the data entry and reimbursements along with the demand for orders within the time period prescribed in the Scope of Work. Table 2 displays the average volume of taxi coupon reimbursements processed per month.

**Table 2**

<b>Month</b>	<b>Average number of trips processed</b>
1	358
2	758
3	870
4	2,565
5	2,131
6	4,605
7	2,350
8	6,319
9	2,498
10	1,205
11	2,850
12	11,387

**D. Mailing of Program Literature and Program Correspondence**

The Contractor is required to mail applications or other program information to interested parties. As requested by the City, all newly registered members are mailed the Program information. The City provides the Contractor with Application Forms, Program Guides, newsletters and other informational items. The Contractor is responsible for the creation and mailing of other correspondence associated with processing applications, coupon sales, complaints and upkeep of the database. The Contractor is also required to have an automated mailing system.

**1) Customer Service/Complaint Management**

The Contractor is responsible for providing trained personnel to handle a variety of inquiries associated with the taxi coupon program. Currently, there are two full-time specialists who handle approximately 60 to 80 calls a day while simultaneously processing taxi coupon orders and data entry for trip data and taxi company coupon reimbursement. In addition, the Specialists receive complaints and commendations from clients and other callers. The complaints shall be reported to the Cities in the monthly report. The Project Manager is responsible for investigation of all complaints.

**a) Hours of Operation**

The Contractor shall provide facilities and staff for customer service Mondays through Friday from 8:00 a.m. to 5:00 p.m., except during the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**b) Telephone Service**

A new Taxi Coupon Program toll free information telephone number will need to be established. This number must be accessed at no charge from the 213, 323, 818, 310, 424 and 661 area codes. The Contractor is responsible for setting up the telephone system to transfer from the current contractor and for paying the monthly telephone bills. In addition, the Contractor is responsible for maintaining the telephone outgoing messages indicating that they are on hold or that the office is closed. The Cities may provide a recorded greeting.

The Contractor is responsible for tracking all incoming calls to the taxi coupon program. At a minimum, the call tracking system should have the following capabilities: tracking of call hold times (the time it takes from the point the call enters the queue to the point the member/caller talks to a transit specialist); call times (the time each member/caller spends on the phone talking to a specialist); average call hold times; average call times; number of calls in the queue at any requested time period; and the number of specialists logged on the telephone system to receive calls during any requested time period. Summary reports submitted to the Cities should include call-tracking data.

**c) Training Programs**

The Contractor is required to participate in any special meetings or training programs that may be developed by the Cities.

**E. Database Management (including geo-coding, encryption, archiving, and scanning), and Record-Keeping**

The Contractor is responsible for the development and upkeep of the database containing clients and sales records. The software and computer application the Contractor intends to use shall be thoroughly described in the proposal. The application shall have the capacity to prepare data and reports that will provide FTA NTD reporting information. The CITIES will own the registration and sales software.

Each client record has a unique alphanumeric code. This code will be used as the client's I.D. Number. In addition, all records must be geo-coded to verify that the client resides in the Cities, and for accessing the data to meet reporting requirements. The database must be constantly updated by archiving the data on clients who no longer want to participate in the program. If there is no sales activity during the past two years, the member is notified by a letter sent by the Contractor advising them that they will be placed in an inactive status and their data file will be subsequently archived if they do not notify us otherwise.

**F. Program and Statistical Reporting**

The Contractor is responsible for providing the Cities with a variety of reports for the monitoring and evaluation of the Taxi Coupon Program, as listed in Exhibit 2.

The Contractor shall submit to the Cities the following:

1. Monthly narrative reports on Program activities, progress and problems

2. Monthly, Quarterly, and Annual Statistical Reports
3. Other reports as needed

The Contractor shall prepare monthly invoices that document all monthly expenditures and all charges and fees collected. Invoices for payment of service shall be prepared in such a form and supported by such copies of invoices, payrolls and other documents as may be required by the City to establish that the amounts are allowable. All invoices and related records are subject to audit by the Cities or its representative. Additional documentation of the project will be provided through random monitoring. Authorized representatives of the Cities will administer the monitoring of invoices submitted. It is the responsibility of the Contractor to ensure the cooperation of all personnel with any operational procedures pertaining to this work.

Examination of documentation submitted may result to the need for changes. The Contractor shall cooperate with the Cities to establish and improve the system and maintain flexibility so that modifications are implemented immediately.

**G. Development and Adherence to Written Administrative/Accounting Procedures**

Section V Scope of Service contains the administrative and accounting procedures established for the Contractor. These processing procedures shall be adhered to by the Coordinator. Any changes, additions or deletions to the process must first be approved by the Cities.

**H. Office Security Measures and Safeguards Pertaining to the Handling of Funds, Fare Media and Confidential Information**

The Contractor shall provide security to prevent access to computer data, taxi coupons/fare media record files and equipment by unauthorized individuals. Contractor employees are required to be bonded.

The Contractor shall ensure that coupon books are accounted for and secured from the time it is received from the printer, until the actual delivery to the Post Office for appropriate mailing to clients

The Contractor shall have safeguards in place relating to the disposal of any sensitive documents that disclose personal information of taxi coupon registrants. Duplicate registrant applications, documents (copies of Medi-Cal cards, Social Security cards, Driver Licenses, etc.), correspondences, reorder forms and any document containing registrant's confidential information shall be mechanically shredded before they are disposed.

Any equipment used for the taxi coupon program cannot be shared with the Contractor's other projects, unless approved by the Cities' in writing.

**I. Re-registration of all Taxi Coupon Clients**

The Contractor is required to re-register all existing members at the beginning of the contract period and once every four years thereafter, to allow the database to be updated and purged. The purpose of the re-registration is to ensure that all active clients' records are up-to-date and also determine the status of the non-active clients as to which of these clients will continue their taxi coupon program membership, will not continue because they are no longer eligible (due to change of city address, etc.), or no longer interested to stay with the program. The re-registration process will involve the mailing of a letter (with Cities' approval), asking clients to verify the accuracy of their information that is in the system by affixing their signature on the form provided. If there were any changes in information, members are requested to provide current information by completing the form, as applicable, along with their signature. Clients return completed forms by mail to the Contractor (using a pre-addressed stamped return envelopes). Upon receipt of the forms by the Contractor, updated information are then inputted on the system, while records of members who are no longer active, eligible or interested in the program, are purged.

**J. Implementation of Electronic Fare Card Technology System to Replace the Current Security-coded Coupon Fare Media (Enhancement)**

The Cities may replace the current security coded (paper) taxi coupon book with an electronic fare card system to improve data collection and management, simplify fare payment and reduce fraud, during the term of the agreement. Data collection and management include processing of member information and compiling travel data collected from taxi cab companies. Fare payment entails the replacement of the current coded (paper) taxi coupon book with an electronic system that would facilitate and simplify the collection of fares and expedite the processing of reimbursement requests for all taxi company service providers. It is anticipated that automated fare collection would reduce the possibility of fraud. It is preferred that the Contractor possesses the necessary expertise in the development, implementation and administration of the electronic fare card technology system. Proposers shall include in their response a description of their experience with implementing and administering an electronic fare card technology for the Program.

## SECTION IV. CONTRACTUAL RESPONSIBILITIES

The CONTRACTOR shall coordinate, manage and control all necessary program activities which shall include: project and program administration, administrative and financial personnel; ordering, payment and mailing processing, providing personnel training; administrative procedures, performance statistics and financial records; client trips; FTA NTD data collection and reporting; program audits, and developing methods to maximize service efficiency.

The CONTRACTOR must have a minimum of 3 years experience in providing transit or related mailing and administrative services. This experience must include a minimum of three separate and distinct public transit programs that receive funding through the National Transit Database program.

The CONTRACTOR shall not enter into agreement with any other party for use of personnel dedicated to this service without the approval of the City. CONTRACTOR will act as a member of a larger City-wide service delivery system. CONTRACTOR will participate under the direction of CITY staff in planning and evaluating City services and in gathering information regarding community needs.

### 1. CONTRACT ADMINISTRATION.

1.1. **The Lead CITY's Representative.** Unless otherwise designated in writing, the Transportation Manager or designee shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

1.2. **Manager-in-Charge.** CONTRACTOR shall specify the Project Manager in charge of the project for the CONTRACTOR on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

1.2.1. A Project Manager must be identified and his/her resume must be included in the bidder's response to the RFP. Project Manager shall be dedicated 50% time to the project. Typical qualifications of a Project Manager include a minimum of three (3) years transit operating experience, including three (3) years supervisory experience. CONTRACTOR shall provide for a change in the Project Manager on six weeks' notice by the CITY. If the Project Manager is replaced, CONTRACTOR shall submit the resume and qualifications of a replacement fifteen (15) working days prior to the departure date of the incumbent.

1.3. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR 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. CITY must be notified in writing of all changes in personnel funded in full or in part by this program. The CITY must be notified of new hires or reassignments of project personnel. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right to demand removal from the project, for reasonable cause, of any project personnel.

1.3.1. Project shall have at least three staff positions dedicated 100% to the program, in addition to the Project Manager, to perform the data entry, processing of the coupon book requests, processing payments, processing reimbursements, providing program information to the public, handling client questions and problem-solving, performing fraud prevention activities, processing financial and statistical accounting and documentation in compliance with Federal Transit Administration Regulations. At least one staff person is required to be fluent in speaking, reading and writing of the Russian language.

1.3.2. Administrative Staff wages shall be no lower than \$15 per hour without benefits. Salaries may exceed the starting hourly rates and annual CPI increases shall be incorporated into the salary structure.

1.4. **Responsibilities of the CONTRACTOR.** The CONTRACTOR will be responsible for project management of the Taxi Coupon Subsidy Program and Services according to specified operating policies and procedures. The City may establish additional rules which are reasonable for operation of this service after consultation with the CONTRACTOR.

1.5. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

1.6. **Living Wage Ordinance.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance. These records shall be made available at the request of the CITY, with

reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

## **2. TERMINATION.**

**2.1. Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. CITY PROJECT DIRECTOR is hereby empowered to give said notice subject to ratification by the City Council. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination. In the event of termination, CONTRACTOR shall reimburse CITY on a pro-rata basis for all monies received through CITY not expended for the operation of terminated project for the duration of the agreement.

**2.2. Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

## **3. CHANGES IN THE LEVEL OF SERVICE.**

CITY may adjust the level of service at its discretion. CONTRACTOR shall not make operational modifications which affect the level of service, including but not limited to, hours or operation, schedules, and routes without the prior written approval of the CITY. City shall give CONTRACTOR sixty (60) days written notice of modifications that the CITY determines are major and may provide CONTRACTOR with less notice if the CITY determines modifications are minor. If the CITY makes modifications which increase or decrease the level of service more than twenty five percent (25%) of the vehicle service hours set forth in Section VII, Forms IV, CITY and CONTRACTOR may negotiate a change in the hourly rate.

## **4. RELIGIOUS AND POLITICAL ACTIVITIES.**

CONTRACTOR agrees that funds under this program will be used exclusively for performance of the work required under the agreement, and that no funds made available under the agreement shall be used to promote religious or political activities. Further, CONTRACTOR agrees that it will not perform, nor

permit to be performed, any religious or political activities in connection with the performance of the agreement.

**5. OPERATING DURING A DECLARED EMERGENCY.**

Upon declaration of any emergency by the Mayor, the Director of Transportation or designee is responsible for a number of transportation related activities, including the development of emergency travel routes, and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, the CONTRACTOR shall deploy vehicles in a manner described by the Director of Transportation or designee as part of the Emergency Operations Plan. However, the City shall be obligated to compensate the CONTRACTOR for service which significantly exceeds the normal expense of operating the service during such period of declared emergency.

**6. MARKETING.**

Both Cities are responsible for marketing, public relations and advertising; therefore, these costs shall not be included in the bid.

**7. FIDELITY BOND**

CONTRACTOR shall obtain and provide, during the term of the Agreement, a blanket fidelity bond in a form satisfactory to the City Attorney concerning each of CONTRACTOR's employees in the sum of two hundred fifty thousand dollars (\$250,000.00) which shall be executed by a responsible corporate surety which has been given a B+ or higher rating by the most recent edition of Best's Insurance Guide and which is authorized to issue bonds in the State of California through an authorized agent with an office in California.

**8. INDEMNIFICATION.** The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, City Council and each member thereof, its officers, employees and agents ("CITY indemnitees), from and against any and all causes of action, claims, liabilities, obligations, judgments, financial loss, or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising from the CONTRACTOR's intentional, reckless, negligent or wrongful acts, errors, or omissions of CONTRACTOR in the performance of the services.

8.1. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, City Council and each member thereof, its officers, employees and agents ("CITY indemnitees), from and against any and all causes of action, claims liabilities, obligations, judgments, financial loss, or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising from the CONTRACTOR's liability expense, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the CONTRACTOR'S operations, or its

services thereunder, including any Worker's Compensation suits, liability, or expenses arising from or connected with services performed on behalf of the OPERATING AGENCY by any person pursuant to this Agreement. In the event the CITY indemnitees are made a party to any action, lawsuit, or other adversarial proceeding alleging negligent or wrongful conduct on the part of the CONTRACTOR:

8.2. The CONTRACTOR shall provide a defense to the CITY indemnitees or at the CITY's option reimburse the CITY indemnitees their costs of defense, including reasonable attorneys' fees, and costs incurred in defense of such claims; and

8.3. The CONTRACTOR shall promptly pay any final judgment or portion thereof rendered against the CITY indemnitees with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent or wrongful performance.

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

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

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

9.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. Such insurance shall be primary to any other similar insurance, shall name the CITY as additional insured, and shall contain a provision stating that the insurance carrier will provide thirty (30) day advance notification of cancellation of such insurance. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

9.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

9.1.4. **Crime Coverage.** A comprehensive blanket crime coverage policy in an amount not less than ten thousand dollars (\$10,000.00), insuring against loss of money, securities, or other property referred to thereunder which may result from (a) dishonesty or fraudulent acts of officers, directors, or employees (commercial blanket form) of the CONTRACTOR; or (b) disappearance, destruction, or wrongful abstraction inside or outside the premises of the CONTRACTOR while in the care, custody, or control of the CONTRACTOR; or (c) sustained through forgery or alteration of checks, drafts, or any other order or direction to pay a certain sum in money. The policy shall be primary to any other similar insurance, shall include loss payee's endorsement naming City as additional insured, and shall contain a provision stating that the insurance carrier will provide thirty (30) day advance notification of cancellation of such insurance.

9.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the specific language of Section 8.2.1 below.

9.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

9.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

9.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

9.2.4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.

9.2.5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

9.2.6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.

9.3. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

9.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements on a form approved by CITY, to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY no later than fifteen (15) days after execution of the Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

9.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 8.2 above or, at CITY'S discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONTRACTOR to CITY upon demand.

10. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR

under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law. All proposals submitted shall include a listing of names and addresses of all subcontractors the CONTRACTOR proposes to utilize in fulfilling his contract obligations and a description of the work to be performed. The CONTRACTOR understands that all work undertaken by a subcontractor shall be the responsibility and liability of the CONTRACTOR. During the term of the agreement, CONTRACTOR shall notify the CITY in writing of any change in the list of subcontractors, vendors, personnel service providers, or subsidiaries of the CONTRACTOR within fifteen (15) days of any change.

**11. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND**

**REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations, including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, the Americans with Disabilities Act, Federal Transit Administration, Drug Testing requirements and other laws and regulations applicable to contracts utilizing federal funds. In connection with this project, the CONTRACTOR shall not discriminate on the grounds of race, color, or national origin.

**11.1. Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

**11.2. Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any

compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

11.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.

12. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.

14. **LIVING WAGE ORDINANCE, No. 97-505 & 07-3546.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.

15. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.

16. **RESTRICTIONS.**

16.1. **Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

17. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by the CITY at any time during regular business hours.

18. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

19. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

20. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

CITY OF WEST HOLLYWOOD  
8300 Santa Monica Boulevard  
West Hollywood, CA 90069-4314  
Fax (323) 848-6564

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

CITY OF BEVERLY HILLS  
Department of Transportation  
455 North Rexford Drive, Room 130  
Beverly Hills, CA 90210  
Fax (310) 858-5965

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

21. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
22. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
23. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

## 24. ANTICIPATED AGREEMENT REVISIONS

- 24.1. **Agreement.** In drawing the Agreement, the RFP and all Exhibits of the RFP as well as attachments are to be considered as part of the Agreement.
- 24.2. **Scope Of Services.** The CONTRACTOR is to perform all the services set forth in the Request For Proposal, which is attached hereto and incorporated herein by this reference.
- 24.3. **Terms Of Agreement.** This Agreement shall be effective for a period not to exceed six years and shall in all cases end June 30, 2014, except as otherwise noted. The CITY reserves the right to extend the Agreement for three additional one-year extensions on the same terms or any other terms the CITY deems appropriate.
- 24.4. **Start Up Advance.** Upon execution of this Agreement, the CITY shall pay to the CONTRACTOR two month's operating expenses.
- 24.5. **Modification Of Agreement.** The CITY MANAGER, or his/her designee, may grant a modification to this Agreement when such modification:
- a) does not change the City Council approved program concept;
  - b) does not decrease the overall minimum goals of the program; and
  - c) is in the best interest of the CITY.
- 24.6. **Entire Agreement; Modification.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
- 24.7. **Attorneys' Fees.** In any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in an amount determined by the court.
- 24.8. **Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

## SECTION V. SCOPE OF SERVICE

### 1. Performance Requirements

CONTRACTOR and CITIES shall meet monthly to evaluate performance of the system based upon these requirements. If the requirements are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by CONTRACTOR with the concurrence and final decision by the CITIES. Should it be found that CONTRACTOR'S performance has contributed to the failure to achieve these requirements, the CONTRACTOR shall take all reasonable actions requested by CITIES to correct deficiencies in performance. Should deficiencies persist, CITIES may assess monetary penalties.

1.1. CONTRACTOR shall administer the Cities' Taxi Coupon Subsidy By Mail Program to provide supplemental transportation services for eligible residents. Service shall be provided as defined or according to any adjusted requirements established by the CITIES.

1.2. DOCUMENTATION. In order to document this project, the CONTRACTOR will be required to maintain all project records as requested by the CITIES. The CONTRACTOR shall permit authorized representatives of the CITIES to examine all data and records related to the project upon request by the CITIES or according to the scheduled reporting periods. All project records prepared by the CONTRACTOR shall be owned by the CITIES and be made available to the CITIES at no additional charge.

1.3. CONTRACTOR staff shall be process the taxi coupon requests data and reimbursement processing, Monday through Friday from 8 a.m. to 6 p.m. CONTRACTOR shall provide a toll free telephone number for West Hollywood and Beverly Hills residents. CONTRACTOR shall have a bilingual Russian/English employee to respond to Russian client inquires. Staff

1.4. Customer Relations And Service. All personnel are responsible for knowledge of the services, other City transit services and the Cities of Beverly Hills and West Hollywood. Project personnel must maintain a courteous attitude, answering any client questions regarding this program and other City transit programs.

1.5. All personnel shall be trained to provide excellent customer service and to respond in a professional manner. CONTRACTOR shall be prepared to handle Senior, Disabled, and Russian émigré participants in this service. Spanish/English staff may be helpful, but is not necessary. Sensitivity and awareness of the Gay and Lesbian community is also required.

- 1.6. CONTRACTOR shall at all times be courteous to and diplomatic with residents participating in the Programs and with the City. CONTRACTOR shall also provide cooperative and helpful responses to inquiries that foster understanding of the Programs and good relationships with the public and City.
- 1.7. Telephones. The CONTRACTOR shall have a toll free customer service telephone line to provide service information, and client assistance, Monday through Friday, 8 a.m. to 5 p.m. Separate phone numbers for the Cities are required. CONTRACTOR shall provide TDD communications. Comments and complaints may also be received on this number. A record of complaints and their resolution shall be submitted with the Monthly Report. All personnel shall be trained to respond in a professional manner. All staff shall be trained in proper procedures for responding to Russian constituents. The telephone numbers shall be owned by the CITIES' and upon termination of the agreement CITIES reserve all rights to the use of the reservation phone lines and numbers.
- 1.8. Automated Call Directory (ACD) System. CONTRACTOR shall provide an ACD system capable of the following:
  - 1.8.1. Distribution of calls to the next available reservationist.
  - 1.8.2. Ability to measure how many calls are answered, how many calls are lost that hold at least 30 to 90 seconds, other measurable features which are normally associated with an ACD phone system, recorded hold messages which can be changed easily, and music and/or other recorded information while on hold.
  - 1.8.3. Any recorded instructions or messages shall be in English, Russian and Spanish.
  - 1.8.4. Caller identification.
  - 1.8.5. A digital display that tracks the number of calls on hold and length of time on hold.
- 1.9. Personnel
  - 1.9.1. The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITIES reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITIES' premises.

- 1.9.2. 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 CITIES. The CONTRACTOR shall be solely responsible for payment of all employees' wages and benefits and subcontractors' costs. Without any additional expense to the CITIES, the CONTRACTOR shall comply with the requirements of employee liability, workers' compensation, employment insurance and Social Security. The CONTRACTOR shall hold the CITIES harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The CITIES shall have the right to demand removal from the project, for reasonable cause, of any personnel furnished by the CONTRACTOR. The CITIES must be notified of new hires or reassignments of project personnel.
- 1.9.3. CONTRACTOR must notify CITIES in writing within (2) days of all changes in personnel funded in full or in part by this agreement and of all changes in administrative and fiscal staff having responsibility for this agreement whether or not these positions are directly funded by CITIES. CONTRACTOR must notify CITIES in writing of all changes in BOARD of DIRECTORS MEMBERSHIP.
- 1.9.4. Staff must be trained in all operational procedures relating to the system. Training must include techniques for dealing with the public in a helpful and courteous manner, basic information about the service and the Cities of West Hollywood and Beverly Hills, and sensitivity training.
- 1.9.5. Project shall have at least three staff positions dedicated 100% to the program, in addition to the Project Manager, to perform the data entry, processing of the coupon book requests, processing payments, processing reimbursements, providing program information to the public, handling client questions and problem-solving, performing fraud prevention activities, processing financial and statistical accounting and documentation in compliance with Federal Transit Administration Regulations. At least one staff person is required to be fluent in speaking, reading and writing of the Russian language.
- 1.10. Employee Salaries. Administrative Staff wages shall be no lower than \$15 per hour without benefits. Salaries may exceed the starting hourly rates and annual CPI increases shall be incorporated into the salary structure.
- 1.11. Employee Medical Insurance. CONTRACTOR shall provide to each employee whose compensation is derived in whole or in part from CITIES funds under and pursuant to this Agreement, a policy of medical

insurance coverage or a stipend to be used for payment of personal medical insurance. The amount of stipend or description of coverage must be described in the proposal.

- 1.12. Project Manager and Project Administration. The CONTRACTOR will designate a Project Manager, who will oversee the proper operation of the Taxi Coupon Program Services. Due to the critical role of the Project Manager it is required that they be 50% dedicated to this project and resumes included in the bidder's response to the RFP. Bidder shall designate percentage of time allocations for Beverly Hills and West Hollywood operations.
- 1.13. The CONTRACTOR shall not change the Project Manager without CITIES approval. The Project Manager will provide both on-line supervision and management of the project's accounts and operating records.
  - 1.13.1. On-line supervision shall include, but is not limited to, the following duties:
  - 1.13.2. Training and scheduling of all regularly assigned project personnel.
  - 1.13.3. Arranging the assignment of backup personnel.
  - 1.13.4. Distribution and collection of operating reports.
  - 1.13.5. Daily monitoring of the service delivery, that an adequate level of service is maintained, and processing of orders, payments, data entry and reimbursements are handled daily and in a timely manner.
  - 1.13.6. Project Management shall include, but is not limited to the following:
    - 1.13.7. Preparation of monthly summaries of the operational data.
    - 1.13.8. Maintenance of project accounts.
    - 1.13.9. FTA National Transit Data Collection and Reports
    - 1.13.10. Preparation of a monthly invoice which will document all charges.
    - 1.13.11. Immediate responsibility of any operational and administrative problems and complaints and accurately reporting these problems to the CITIES promptly.
    - 1.13.12. Participate in regular meetings with CITIES Staff and residents when necessary
- 1.14. CONTRACTOR shall verify the eligibility of all Program participants. City residents (1) who are 65 years of age and older, or (2) residents of any age who are blind or confined to a wheelchair, are eligible for one taxi coupon voucher book per month. City residents who are undergoing dialysis, chemotherapy or radiation treatment, or those with AIDS or Alzheimer's disease are eligible for a combination of up to three taxi coupon voucher books per month. Exhibit 1, maps of the Cities are

attached hereto and are incorporated herein by this reference. The Cities, at their sole discretion, shall have the authority to modify eligibility requirements for the program.

1.15. CONTRACTOR shall print taxi coupon books, manage the sales of coupons to eligible residents and to the City, and arrange agreements with taxi companies for service provision and reimbursement for West Hollywood and Beverly Hills Programs.

1.16. Inventory Control

1.16.1. The taxi coupon books shall be printed on security paper and numbered in order to avoid fraudulent use of the coupons. The taxi coupons shall be printed in \$1 increments and packaged in \$24 books. The taxi companies and their dispatch phone numbers shall be listed on the cover of the taxi coupon book.

1.16.2. Upon receipt of the coupon books from the printer, the CONTRACTOR shall verify the order by matching the packing slip total number of books to the total number ordered and also verify the beginning and ending book numbers of the order are checked to make sure that it matches other records of the number of books printed.

1.16.3. The Project Manager or designee shall be responsible for the safekeeping, accounting, and distribution of coupon books.

1.16.4. At the end of the day, any coupon books that are not mailed, unprocessed checks/money orders and unopened mails shall be kept inside a locked vault with the Project Manager responsible for the key/lock combination.

1.16.5. No coupon books shall be issued before it is paid.

1.16.6. The face value of missing or unaccounted coupon books shall be deducted from the CONTRACTOR'S monthly expenditure reimbursement.

1.17. Coupon Book Sales and Deposits

1.17.1. Checks shall be endorsed immediately to prevent theft and loss of revenue to the CITIES. Checks issued by the member or applicant for the wrong amount shall be returned immediately with a letter indicating the correct amount to be sent.

1.17.2. The checks/money orders shall be batched for deposits each day. A Batch Detail report shall be printed, and attached to a Bank Deposit report. The Project manager reviews and verifies each batch

for deposit. The batch includes printed sales report, bank deposit slip and actual client's checks/money orders.

- 1.17.3. All sales shall be recorded in a Daily Coupon Distribution Log. The Daily Log shall be included in the monthly reports.
- 1.17.4. The CONTRACTOR shall deposit all sales processed during the day by the following business day. The CONTRACTOR shall make sure the deposit is made no later than noon each day, Mondays through Fridays, except Holidays. The CONTRACTOR shall prepare a Daily Deposit and Sales Coupon Report and shall include photocopies of the deposit slips and record of deposit as backup documentation for the monthly report.
- 1.17.5. During the term of this Agreement, CONTRACTOR shall devise a system of monthly sales limits to ensure the availability of books throughout the term of the Agreement. Eligible residents who have been denied coupon books in any previous months shall have priority for receiving books in the succeeding months of the term of this Agreement. CONTRACTOR shall issue taxi books to the West Hollywood Comprehensive Services Center monthly so that it can allocate books to West Hollywood residents on an emergency basis. Participants who are undergoing dialysis, chemotherapy or radiation treatment, or those with AIDS or Alzheimer's disease have priority to receive one taxi coupon book per month.
- 1.17.6. CONTRACTOR may allocate taxi coupon books to other Agencies if approved by the CITY. CONTRACTOR shall make these coupon books available to the Agency at face value plus 9.2% administrative overhead.
- 1.17.7. CONTRACTOR shall require that (1) each eligible resident in the City shall pay \$8.00 (West Hollywood) and \$6.00 (Beverly Hills) for one book of taxicab coupons with a face value of \$24.00. The price of the books may be subject to change with 30 days notice. Should the price change, CONTRACTOR must provide 30 day notice to all participants of the program. Taxi companies shall accept up to a maximum of \$12.00 in taxi coupons per trip for a single passenger, or up to \$24.00 in taxi coupons per trip for two passengers who participate in the Program.
- 1.17.8. Books which are "lost in the mail" or if an order was never received, are not replaceable, unless a tracer has been placed with the Post Office, and is confirmed to not have been delivered.

- 1.18. Handling of NSF Checks. CONTRACTOR shall notify client who issued a bad check and advise them to send a money order replacement payment. The client will be unable to purchase coupon books until the amount of the returned check has been paid. CONTRACTOR shall report NSF Checks in the monthly reports.
- 1.19. Disposal of Used, Unissued and Expired Coupon Books. CONTRACTOR shall send to CITIES all voided, unissued and expired coupon books for audit and appropriate disposal.
- 1.20. Orders and Book Mailing. Administrator's mail program expenses shall include postage for mailed coupon books, envelopes, and cost for a P.O. Box
  - 1.20.1. The taxi coupon book order shall be processed and mailed to the client within 20 days of receipt of the request.
  - 1.20.2. The P.O. Box shall be located within Beverly Hills city limits.
- 1.21. CONTRACTOR shall enter into agreements with all taxi companies which are licensed to operate in the CITIES. Agreements shall clarify terms of reimbursement, i.e., submission deadlines for refunds, proper bundling procedures, and any form which should be submitted with the request for refunds. If the company should fail to submit the coupons by the deadline of the close-out period, then neither City, nor CONTRACTOR are liable for the reimbursement payment of the coupons.
- 1.22. REDEMPTION OF COUPONS. CONTRACTOR shall redeem and verify as proper all coupons submitted by participating taxi companies. These payments shall be administered through CONTRACTOR to participating companies which have signed agreements with CONTRACTOR authorizing such participation.
  - 1.22.1. CONTRACTOR shall reimburse all taxi companies after all data entry has been processed and completed, and within 30 days of coupon submittal. The annual closeout date for all fiscal year coupon reimbursement is July 15.
  - 1.22.2. The Taxi Companies shall submit to the Contractor at the end of the month and no later than the fifth working day of the following month a monthly billing with coupons stapled to a single trip form and a monthly ridership report. All coupon numbers shall match the number of the trip form to which they are stapled.
  - 1.22.3. The Contractor shall pay to the Taxi Companies an amount based on 100% of the value of coupons collected during the billing period, for complete and satisfactory performance of the terms of this Agreement. Voided trips shall be deducted from the balance of the total submittal.

- 1.22.4. The CONTRACTOR shall reimburse Taxi Companies each month for trips submitted for service performed in the preceding month. Payment shall be made within 30 days after the Contractor receives the monthly invoice from the Taxi Companies. The invoice shall be submitted in triplicate and shall contain a detailed listing of the services performed. The annual closeout date for fiscal year reimbursement submittals is July 15 of each year. Coupon books shall only be eligible for reimbursement for the specific fiscal year budget.
- 1.22.5. CONTRACTOR shall reimburse the taxi companies for trips actually provided at a rate of 100% of the face value of the coupons accepted unless otherwise agreed by the CITIES in writing, upon City Council approval. The maximum amount that CONTRACTOR shall reimburse taxi companies shall in no case exceed \$12.00 for a single passenger per trip or \$24.00 for two participating passengers.
- 1.23. CONTRACTOR shall complete the annual year closeout report by August 1st of each fiscal year, reimburse all taxi companies no later than August 15<sup>th</sup>. All unspent program funds shall be reimbursed to the City no later than August 30<sup>th</sup> of each year.
- 1.24. CONTRACTOR shall provide the CITIES with all information necessary to complete FTA National Transit Database Reports required by LACMTA. The CONTRACTOR shall either process FTA National Transit Database Data internally or subcontract the data processing of the FTA National Transit Database Data Reports. The data shall be provided on a monthly and annual basis and included in the monthly program reports.
- 1.25. CONTRACTOR shall maintain records on a database of all Program participants and the participant's purchase history, and such records shall be made available to the City upon request.

## **2. PROJECT OPERATIONAL RECORDS**

These records provide documentation of the operational procedures and will serve as a database to monitor and evaluate the productivity of service requirements and methods. These records must be submitted to the CITIES monthly according to the established reporting schedule. Operational records shall include, but are not limited to the following categories:

- 2.1. Monthly Program Reports.** On the tenth working day of each month, CONTRACTOR shall submit to the CITIES a Monthly Program Report documenting the amount of services provided in the previous month, a project cost report documenting the cost of services provided in the previous month less revenues, and an invoice.

- 2.1.1. The Monthly Program Data Report shall itemize active client base, the number of books allocated and distributed, uncollected checks, lost mailed books, replacement books, defective books, vehicle trips provided, passenger trips provided, vehicle miles traveled, vehicle hours, passenger miles, per trip costs, taxi company paid reimbursements, and voided taxi coupon reimbursements. Comments and complaints and resolutions shall also be documented. NTD operational and financial data forms shall be completed and submitted to CITIES for review.
- 2.1.2. The Project Cost Report shall itemize all administrative costs, reimbursements paid and revenues collected.

2.2. **Monthly Summaries.** The Project Manager, in accordance with the established reporting schedule, will prepare a summary report to be submitted monthly with the monthly report. The summary shall include:

- a) Documentation of data and discrepancies in the program.
- b) Any operation problems or passenger complaints and describe any action taken regarding these problems.

2.1.2. **Annual Closeout Report.** The CONTRACTOR shall prepare and submit the annual closeout report by August 1st of each fiscal year to the CITIES. All unspent program funds shall be reimbursed to the City no later than August 30<sup>th</sup> of each year.

2.3. **FTA National Transit Data (NTD) Processing And Reporting.** In order to ensure uniformity of data collection from its transit service, the CITIES requires the CONTRACTOR to comply with Federal Transportation Administration (FTA) NTD requirements. Describe familiarity/experience with NTD reporting.

2.3.1. It shall be the responsibility of the CONTRACTOR to collect FTA NTD and other pertinent ridership information. FTA NTD requirements entail a high level of operational data collection including on-board operational data sampling (approximately one per day) using FTA recommended sampling techniques in Circular C2710.4a or by collecting 100% of the data. The operational and financial data shall be submitted on a monthly basis.

2.3.2. CONTRACTOR shall provide the CITIES with all information necessary to complete FTA NTD Reports required by LACMTA. CONTRACTOR shall complete quarterly and annual NTD Report forms.

### **3. ACCOUNTABILITY, FINANCIAL & STATISTICAL RECORDS**

CONTRACTOR agrees to prepare and submit financial, program progress, monitoring, evaluation, and other reports as required by CITIES. CONTRACTOR

shall maintain and permit on-site inspections of such property, personnel, financial, and other records and accounts as are considered necessary by the CITIES to assure proper accounting for all agreement funds.

3.1. CONTRACTOR shall ensure that its employees and board members furnish such information which, in the judgment of CITIES representatives, may be relevant to a question of compliance with contractual conditions with CITIES, of granting agency directives, or with the effectiveness, legality, and achievements of the program.

3.2. **Accounting, Auditing And Revenue Disclosure Requirement.** The CONTRACTOR must establish and maintain on a current basis an adequate accrual or modified accrual accounting system in accordance with generally accepted accounting principles and standards. CONTRACTOR certifies that it has previously filed with CITIES its most recent certified annual audit listing all revenue received by CONTRACTOR from Federal, State, County, or CITY sources, or other governmental agencies. Such statement reflects the name and a description of such project or business activity, the dollar amount of funding provided by each and every governmental agency to each such project or business activity, and the full name of each such governmental agency.

3.3. **Expenditures.** Expenditures made by the CONTRACTOR in the operation of the agreement shall be in strict compliance and conformity with the Budget set forth in Forms IV of the RFP, unless prior written approval for an exception is obtained from the CITY PROJECT DIRECTOR or her/his designee.

3.4. **Compensation, Method of Payment.** For performance of such services CITIES will pay CONTRACTOR an amount of money which shall constitute full and complete compensation for the CONTRACTOR'S services under this Agreement. Said sum shall be paid for full performance of those services described by this Agreement and may be adjusted for unsatisfactory performance of those services described by this Agreement. Said compensation shall be paid by the CITIES out of the CITIES' General Fund, or Proposition "A" funds. These monies are to be used by the CONTRACTOR only in the performance of the services described in this Agreement and are to pay the costs of performance as described in Forms IV (Cost Components) in this Agreement.

3.4.1. The amount invoiced shall be the difference between the amount that is due and the amount of the operating revenues that are collected during the applicable month from the payments. Reports itemizing revenue collected shall be included in the Monthly Program Report.

3.5. **Audits.** The CONTRACTOR's program will be audited in accordance with CITIES' policy and funding source guidelines. The CITIES or its authorized representatives shall, at all times, have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of the CONTRACTOR. The CONTRACTOR's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the CONTRACTOR's program.

3.5.1. CONTRACTOR shall make available for inspection and audit to CITIES representatives, upon request, at any time during the term of the agreement and during a period of five (5) years thereafter, all of its books and records relating to the operation of each project or business activity which is funded in whole or in part with governmental monies, including the project funded under the agreement, whether or not such monies are received through CITIES. All such books and records shall be maintained by the CONTRACTOR at a location within Los Angeles County.

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

4. **Program Evaluation And Review.** CONTRACTOR shall make available for inspection its performance, financial, and all other records pertaining to the performance of this contract to authorized CITIES personnel to inspect and monitor its facilities and program operations, including the interview of CONTRACTOR staff and program participants as required by CITIES. During such reviews, the confidentiality of those persons using the services of the CONTRACTOR shall be respected. Should it be appropriate and necessary and the CITIES agree, identifying information such as the last names of service recipients may be deleted from such records. CONTRACTOR agrees to submit all data that is necessary to complete reports which may be required by CITIES.

4.1. **Monitoring And Evaluation.** To ensure proper performance of this Agreement and that the transportation services are conducted for the CITIES and its residents, business and property owners, and employees, the CITIES will monitor, evaluate, and provide guidance to the CONTRACTOR in the performance of this Agreement. Authorized

representatives of the CITIES shall have the right of access to all activities and facilities operated by the CONTRACTOR under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. During such reviews, the confidentiality of those persons utilizing the services of the CONTRACTOR shall be respected. Should it be appropriate and necessary and the CITIES agree, identifying information such as the last names of service recipients may be deleted from such records. Activities include attendance at Staff, Board of Directors, Advisory Committee and Advisory Board meetings, and observation of ongoing program functions. The CONTRACTOR will insure the cooperation of its staff and board members in such efforts. The CITY PROJECT DIRECTOR or her/his designee will conduct periodic program progress reviews.

These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management, service performance, problem resolution, data collection, and reporting.

## SECTION VI. INSTRUCTIONS, CONDITIONS, NOTICES TO CONTRACTORS

*The following shall be considered an essential part of this Request for Proposals (RFP).*

1. **SUBMITTAL OF PROPOSALS.** Two original signed copies and ten (10) duplicate copies shall be submitted by 12:00 p.m. Thursday, March 13, 2008 to:

**Attention: Joyce L. Rooney  
City of West Hollywood, City Hall  
8300 Santa Monica Blvd.  
West Hollywood, CA 90069**

- 1.1. Any proposal received after the due date and time specified in this RFP will not be considered and will be returned unopened.
- 1.2. Proposals must include all required attachments. Cost Forms shall be submitted in a separate sealed envelope marked as "Cost Proposal". All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto, and all corrections must be initialed in ink by the person signing the PROPOSAL FORM.
- 1.3. Proposals deemed non-responsive will be returned with sealed Cost Proposal.
- 1.4. Unacceptable conditions, limitations, provisos, or failure to respond to specific instructions or information requested may result in rejection of the proposal.
- 1.5. No proposal shall be withdrawn after the date and time set for opening thereof, and all proposals shall remain in effect for one hundred eighty (180) days after the final proposal submission date.
- 1.6. Until award of the contract, the proposal shall be held in confidence and shall not be available for public review. No information contained in any proposal or information regarding the number or identity of CONTRACTORS will be made available at any time during the selection process.
- 1.7. Upon award of a contract, all proposals shall be public records (except financial statements, submitted under a separate cover with a request for confidentiality, which shall be disclosed only upon order of a court with competent jurisdiction).

1.8. All responses to this RFP become property of the Cities of West Hollywood and Beverly Hills.

2. **PRE-PROPOSAL CONFERENCE; QUESTIONS AND COMMENTS.** A Pre-proposal conference will be held at 10:00 a.m. on Thursday, February 12, 2009, at Beverly Hills Department of Transportation & Public Works, 345 Foothill Drive, Beverly Hills, CA 90210, Conference Room 217 for the purpose of receiving questions and comments pertaining to this RFP. Parking is available next to the Public Works Building.

Questions and comments may also be submitted in writing to:

**Attention: Joyce L. Rooney**  
**City of West Hollywood City Hall**  
**8300 Santa Monica Blvd.**  
**West Hollywood, CA 90069**  
**jrooney@weho.org**

3. **TENTATIVE SCHEDULE.** The tentative schedule and description of events for this procurement are given below:

<b>Event</b>	<b>Date</b>
<b>Issue RFP</b>	<b>February 12, 2009</b>
<b>Pre-Proposal Conference Deadline for Submitting Questions to City of West Hollywood</b>	<b>February 20, 2009</b>
<b>Pre-Proposal Meeting</b>	<b>February 24, 2009</b>
<b>Proposals Due, Non-Public Opening is Held, Initial Evaluation Begins</b>	<b>March 12, 2009</b>
<b>Interviews are Conducted</b>	<b>March 23-25, 2009</b>
<b>Site Visits</b>	<b>March 23-25, 2009</b>
<b>Selection Recommendation for West Hollywood City Council Approval</b>	<b>April 2009</b>
<b>Selection Recommendation for Beverly Hills City Council Approval</b>	<b>April 2009</b>
<b>Agreements Executed</b>	<b>May, 2009</b>
<b>Contractor Starts Service</b>	<b>July 1, 2009</b>

Tentative dates, including start-up date, are subject to change at the discretion of the Cities.

4. **RFP ADDENDA.** Any changes to the RFP requirements will be made by addendum. Addenda will be mailed to CONTRACTORS at the address provided by CONTRACTORS. All addenda shall be signed and attached to the PROPOSAL FORM. Failure to attach any addenda may cause the proposal to be considered non-responsive. Such proposals may be rejected.

5. **VERBAL AGREEMENT OR CONVERSATION.** No prior, current or post award verbal conversations or agreements with any officer, agent, or employee of the Cities shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.
6. **FORMAT OF PROPOSALS.** Proposals shall be typed and should be as brief as possible and shall not include promotional material, unless provided as an exhibit to more thoroughly answer the questions posed in the required proposal form.

Proposals must address each item requested in this RFP. Each response must be in sufficient detail to permit evaluation of that item. The evaluation process will provide credit only for the capabilities and advantages which are clearly presented by the CONTRACTOR in the written proposal.

- 6.1. **Qualifications Of Bidder.** Furnish proof of ability to perform all terms of this RFP. List all clients (with addresses and telephone numbers) for whom the bidder has performed similar services, describe each of these services and include dates of operation.
- 6.2. **Qualifications Of Proposed Staff.** Include at minimum, a list of all required personnel and qualifications for each position. The Project Manager and must be designated and identified, and a detailed resume must be submitted; resumes of other key personnel should also be provided. All resumes should include dates of previous employment. The percentage of the time dedicated to this project of other key personnel must be identified. An organizational chart of management personnel must be included in this section.
- 6.3. **Operating Methodology.** Describe method and resources proposed to perform the work described in this RFP. Describe how effective use of personnel will ensure service quality. Discuss proposed operational programs, including but not limited to hiring; supervision; recordkeeping methods; training and evaluation; fraud prevention methods, tracking and documentation; procedures for handling of lunch and other breaks; security of coupon books and payment processes; and the location and adequacy of the proposed facility.
- 6.4. **Program Implementation.** Detail experience implementing the type of program services as outlined in Section III, Project Description. CONTRACTOR should also include recommended methods to update CITY operations (i.e., mail processing, reimbursement and NTD reporting methods, database). Overall, this section is intended to allow the bidder to outline commitments to exceed minimum standards established in the RFP and ideas to improve the CITIE'S Taxi Coupon Subsidy Program.

6.5. Proposed Costs. To insure a standardized basis for the comparison of various bids, all proposed costs must be specified.

**7. SCREENING, SELECTION AND AWARD.** Screening and selection will take place through the process described below. Any contract resulting from this RFP will be awarded to the CONTRACTOR whose proposal meets the requirements of the RFP and is evaluated as offering the best advantage to the CITIES for attainment of project objectives as defined in the RFP, based on EVALUATION CRITERIA set forth under Section VI-8 of this RFP. Negotiations may or may not be conducted with CONTRACTORS; hence, the proposal should include the CONTRACTOR'S most favorable terms and conditions since selection may be made without discussion with any CONTRACTOR. The Screening and selection process will be as follows:

**Step 1:** Sealed Proposals will be opened and evaluated to determine compliance with SYSTEM SPECIFICATIONS. Proposals meeting specified requirements will be considered responsive and will be included in Step 2.

**Step 2:** Responsive proposals will be reviewed by an evaluation panel based on the EVALUATION CRITERIA of this RFP and the weighting assigned thereto. Weighted scores from all panel members will then be added and a percentage value will be calculated and assigned to each proposal. Following such evaluation, a decision will be made whether to award the contract without further discussion to the CONTRACTOR receiving the highest score, or to interview CONTRACTORS within a competitive range.

**Step 3:** CONTRACTORS within a competitive range will be interviewed. The purpose of such interviews will be to obtain additional information or clarification of CONTRACTORS' proposals. At a minimum, the proposed Project Manager and a senior manager authorized to commit on behalf of the CONTRACTOR shall be present at interviews.

The evaluation panel will then recommend one CONTRACTOR for operation of services, based on the results of the final scoring, for approval by the City Councils of West Hollywood and Beverly Hills. Award approvals are expected to be completed by May, 2009.

**7.1.** The Cities of West Hollywood and Beverly Hills reserve the right to withdraw this RFP at any time without prior notice. Further, the Cities reserve the right to modify the RFP schedule described above. The Cities make no representations that any contract will be awarded to any CONTRACTOR responding to this RFP. The Cities expressly reserve the right to reject any and all proposals without indicating any reasons for such rejection(s), to waive any irregularity or informality in any proposal or in the RFP procedure, and to be the sole judge of the responsibility of any

CONTRACTOR and of the suitability of the materials and/or services to be rendered.

8. **PROPOSAL EVALUATION CRITERIA.** This RFP has been structured to provide specific requirements which function as a standardized framework for the evaluation of a prospective CONTRACTOR'S qualifications.

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

	<b>Up To:</b>
<b>Financial Viability</b>	<b>10%</b>
<b>Experience and Technical Competence</b> Proposals will be evaluated in terms of demonstrated experience in similar projects. Proposals should demonstrate CONTRACTORS' understanding of system requirements and ability to meet system performance goals as well as comply with all technical and administrative requirements.	<b>20%</b>
<b>Qualifications of Key Personnel</b> Qualifications and experience of Project Manager, key management, fiscal and computer systems support staff. Proposal's should demonstrate experience and knowledge with the administration and management of mailing based consumer service programs.	<b>20%</b>
<b>Operating Methodology</b> Describe method and resources proposed to perform the work to ensure service quality. Include operational programs, computer systems and database management methods; recordkeeping methods; training and evaluation; the location and adequacy of the operation facility.	<b>15%</b>
<b>Personnel Management Program</b> Adequacy of wage and benefit packages, any employee incentive program, employee selection process and other policies. Emphasis will be placed on adequacy of training programs and demonstrated performance record.	<b>15%</b>
<b>Cost Effectiveness</b>	<b>20%</b>
<b>Total</b>	<b>100%</b>

9. **EXCEPTIONS AND ALTERNATIVES.** CONTRACTORS taking exception or making alterations to any requirement of the RFP must do so in writing and include statement of justification or description for the exception.

10. **CONTRACTOR'S REPRESENTATIONS.** In submitting a proposal, the CONTRACTOR affirms that he or she is familiar with all requirements of the RFP and has sufficiently informed himself or herself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, equipment or facilities called for in this RFP; that he or she has checked the proposal for errors and omissions; that the prices stated are correct and as intended by the CONTRACTOR and are a complete statement of his or her

prices for performing the work or furnishing the labor, supplies, materials, equipment or facilities required.

- 11. PRE-CONTRACTUAL EXPENSES.** Pre-contractual expenses are defined as expenses incurred by CONTRACTOR in: (1) Preparing the proposal in response to this RFP; (2) submitting the proposal; (3) negotiating any matter related to this RFP; (4) any other expenses incurred by the CONTRACTOR prior to the date of award, if any, of the proposed AGREEMENTS.

The Cities shall not, in any event, be liable for any pre-contractual expenses incurred by CONTRACTOR. CONTRACTOR shall not include any such expenses as a part of the price proposed in response to this RFP.

## **12. AWARD**

- 12.1. Contracts will be awarded by Cities of West Hollywood and Beverly Hills to the CONTRACTORS deemed most responsive in accordance with the selection criteria outlined in Section VI-8.
- 12.2. Service contracts will be for a seven year period with three, one year extensions at the option of the Cities and with the concurrence of the CONTRACTOR.
- 12.3. Prior to award of the contract, the Cities reserve the right to request additional information about the history of operations of the CONTRACTOR and its principals. In addition, field review of existing equipment, facilities and operations will be carried out.
- 12.4. Any proposal which contains items not specified, items which are incorrect, incompleteness of all the items scheduled, or does not respond to items in the manner specified by this Request for Proposal, and proposals received by telephone or telegraph may be considered non-responsive and may be rejected on these bases.
- 12.5. Nonacceptance of any proposal will not imply any criticism of the proposal or convey any indication that the proposal or proposed system or equipment was deficient.
- 12.6.** Nonacceptance of any proposal will mean that another proposal was deemed to be more advantageous to the Cities or that no proposal was deemed acceptable.

## RFP Checklist

- 1 original and 10 copies of proposal
- Authorized signature binding the offer
- Two sets of certified financial statements
- Arab League Boycott Statement
- Client list (Section VII)
- Identification and resume of Project Manager and Staff
- Organization chart
- Operating Methodology
- Implementation Schedule
- Specified bid information (Section VII)
- Indemnification and insurance requirements (Section VII)
- Fidelity Bond
- Description of NTD Reporting Experience
- Identification and description of Facilities
- Procedure Manual

## **SECTION VII PROPOSAL FORMS AND INSTRUCTIONS**

**NOTE:** All information requested on Proposal Forms I, II, III and IV must be provided according to the following instructions to be considered a responsive bid.

1. All cost information and proposals shall be based on the type of service to be provided and the associated operating requirements as specified in Sections III, and V, of this Request for Proposal.
2. 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 I.
3. The cost components of service must be identified according to the specifications as provided in Forms IV. The methods used to compute the proposed operating costs for service must be attached to Forms IV.
4. Calculations on Forms IV must include total costs to the bidder for project services.
5. Proposal may include a substitute list of service standards which meet or exceed those of this proposal.

**PROPOSAL FORM I**

**A. GENERAL INFORMATION**

1. Name of the Organization: \_\_\_\_\_

3. Organization is a : (circle one)

Corporation/Partnership/Association or Sole Proprietorship

4. Organization's Address and Telephone Number:  
\_\_\_\_\_  
\_\_\_\_\_

4. Name, Title, and Telephone of the Organization's Authorized Representative:  
\_\_\_\_\_  
\_\_\_\_\_

5. Organization's Credit References are: (attach names, addresses and telephone numbers to at least two, including the organization's bank):

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

6. City business license numbers:  
Beverly Hills \_\_\_\_\_ West Hollywood \_\_\_\_\_

7. Client list - Complete Form II.

**8. Declaration of Non-Collusion**

The undersigned certifies under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to himself any advantage over other bidders.

**B. BID**

The undersigned being cognizant of the pages, documents, and attachments contained herein agree to provide the Cities with the services described in the bid specifications and Agreement documents. Forms IV-1 through IV-3 are considered the bid cost proposals and Agreement rates for the service. The stated bid shall be firm for a period of 180 days from the date shown below.

**C. ARAB LEAGUE BOYCOTT OF ISRAEL RESTRICTION**

The undersigned certifies that it does not honor the Arab League boycott of Israel.

Under penalty of perjury, I declare that the above statements are valid and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature/Title

CLIENT LIST

FORM II

1. Firm Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Length of Service: \_\_\_\_\_ to \_\_\_\_\_  
Month/Year Month/Year

2. Firm Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Length of Service: \_\_\_\_\_ to \_\_\_\_\_  
Month/Year Month/Year

3. Firm Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Length of Service: \_\_\_\_\_ to \_\_\_\_\_  
Month/Year Month/Year

4. Firm Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Length of Service: \_\_\_\_\_ to \_\_\_\_\_  
Month/Year Month/Year

(Use additional sheets, if necessary)

**FORM III  
INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS**

for Contractors, Vendors, Lessees and Permittees doing business with the Cities of West Hollywood & Beverly Hills

**(FOR INFORMATION ONLY - DO NOT RETURN THIS PAGE TO THE CITY)**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement/Reference: RFP for West Hollywood and Beverly Hills Transportation Services

Evidence of coverages checked having as a minimum the limits shown must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limit. Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

Workers' Compensation (statutory) / Employer's Liability \$ 1,000,000

Broad Form All States Endorsement       Jones Act  
 Voluntary Compensation Endorsement       Longshore and Harbor Workers' Compensation Act

Aircraft Liability \$ \_\_\_\_\_       Aviation/Airport Liability

General Liability \$ 1,000,000       Automobile Liability \$ 1,000,000

- Passenger Liability (per seat) \$ \_\_\_\_\_
- Premises and Operations       Explosion Hazard
- Contractual Liability       Collapse /Underground Hazard
- Independent Contractors       Garagekeeper's Legal Liability
- Products/Completed Operations       Hangarkeeper's Legal Liability
- Broad Form Property Damage       Owned automobiles
- Personal Injury       Nonowned/Hired automobiles
- Broad Form Liability Endorsement       Hookup (limited)
- Auto Physical Damage

Professional Liability (Errors and Omissions) \$ \_\_\_\_\_

Discovery period:: \_\_\_\_\_

Property Insurance \$ \_\_\_\_\_       Fine Arts Floater \$ \_\_\_\_\_  
 Fire Legal Liability \$ \_\_\_\_\_ % Co-insurance       Actual Cash Value  
 Replacement Value       Agreed Amount

- All Risk Coverage       Boiler & Machinery
- Fire and Extended Coverage       Debris Removal
- Vandalism & Malicious Mischief       Sprinkler Leakage
- Flood \$ \_\_\_\_\_       Windstorm
- Earthquake \$ \_\_\_\_\_       \_\_\_\_\_

Crime Insurance      \$ 10,000

Comprehensive Dishonesty Disappearance & Destruction

Fidelity Bond      \$ \_\_\_\_\_

Blanket Position       Commercial Blanket       \_\_\_\_\_

Owner's Protective Liability \$ \_\_\_\_\_

**WORKERS' COMPENSATION/EMPLOYER'S LIABILITY - SPECIAL ENDORSEMENT  
CITY OF WEST HOLLYWOOD AND CITY OF BEVERLY HILLS**

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements in force with the Cities of West Hollywood and Beverly Hills unless checked here  in which case only the following specific agreements with the Cities are covered:

2. **CANCELLATION NOTICE.** With respect to the interests of the Cities of West Hollywood and Beverly Hills, this insurance shall not be canceled, materially reduced in coverage or limits or non-renewed except after thirty (30) day prior written notice by receipted delivery has been given to the City Addressed as follows: City of West Hollywood, 8300 Santa Monica Blvd., West Hollywood, CA 90069-4314. Attn: Risk Manager.

3. **MAILING ADDRESS.** Completed endorsement will be issued to the City of West Hollywood addressed as follows:

City of West Hollywood  
Attn: Risk Manager  
8300 Santa Monica Blvd.  
West Hollywood, CA 90069-4314

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company to this endorsement.

4. **SIGNATURE** \_\_\_\_\_  
(original signature required on copy furnished to the Risk Manager)

5. **ORGANIZATION:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_

**TITLE:** : \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

6. Type Coverage  Worker's Compensation	7. Limits of Liability  Statutory	8. Policy Period From _____ To _____
---	---	--------------------------------------

9. Includes (check as applicable):

- |   |  |
|---|--|
| <input type="checkbox"/> Broad Form All States Endorsement  | <input type="checkbox"/> Jones Act                           |
| <input type="checkbox"/> Voluntary Compensation Endorsement | <input type="checkbox"/> Outer Continental Shelf Endorsement |

10. Other Provisions:

11. Named Insured and Address			
12. Insurance Company	13. Policy Number	14. Endorsement No.	15. Effective Date of Endorsement

## ADDITIONAL INSURED ENDORSEMENT CITIES OF WEST HOLLYWOOD AND BEVERLY HILLS

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the specific language of Section 1.1 below.
  - 1.1. "The CITIES, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
  - 1.2. This policy shall be considered primary insurance as respects the CITIES, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITIES, including any self-insured retention the CITIES may have, shall be considered excess insurance only and shall not contribute with this policy.
  - 1.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - 1.4. The insurer waives all rights of subrogation against the CITIES, its elected or appointed officers, officials, employees, or agents.
  - 1.5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Cities, its elected or appointed officers, officials, employees, agents, or volunteers.
  - 1.6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITIES.
2. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the CITIES. At the CITIES' option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
3. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITIES as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITIES no later than fifteen (15) days after execution of the Agreement. Current certification of insurance shall be kept on file with the CITIES at all times during the term of this Agreement.
4. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 1 above or, at CITIES' discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by CITIES shall be repaid by the CONTRACTOR to CITIES upon demand.
5. **Applicability.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements in force with the Cities of West Hollywood and Beverly Hills unless checked here  in which case only the following specific agreements with the Cities are covered:

- 
6. **Mailing Address.** Completed endorsements will be issued to the City of West Hollywood addressed as follows:  
 City of West Hollywood  
 Attn: Risk Manager  
 8300 Santa Monica Blvd.  
 West Hollywood, CA 90069-4314

7. **Claims:** Underwriter's representative for claims pursuant to this insurance:

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company to this endorsement.

8. **Signature** \_\_\_\_\_ 9. **Organization:** \_\_\_\_\_  
 (original signature required on copy furnished to the City Attorney) **Address:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

10. Type Coverage	11. Limits of Liability	12. Policy Period From _____ to _____	13. <input type="checkbox"/> A Deductible of \$ _____ <input type="checkbox"/> A self-insured retention of \$ _____ Applies <input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence For _____ (which coverages)
14. Includes (check as applicable): <input type="checkbox"/> Owned Automobile <input type="checkbox"/> Non-owned automobile	15. <input type="checkbox"/> Hired Automobile _____	Other Provisions:(use reverse side if necessary)	

**FORM IV**  
**COST PROPOSAL FORMS**

**COST COMPONENTS**

**FORM IV-1**

This form identifies the key cost components for the Taxi Coupon Program Administration. This cost information will be used in the evaluation of proposals, and at a later date as additional data to document the costs. Please list all categories of expenses on this sheet, and provide a breakdown of these categories on a separate sheet.

**Budget Justification – West Hollywood Taxi Coupon Program Administration Costs**

**CONTRACTOR**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	TOTAL
<b>1. Total Personnel Costs:</b> (Form IV-1A)	\$	\$	\$	\$	\$	\$	\$

<b>2. Administration Costs</b> (Describe Components)	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
<b>3. Subtotal Administration Cost Components</b> (Sum of above lines)	\$	\$	\$	\$	\$	\$	\$

<b>4. Total Administration Costs:</b> (Line 1 + 3)	\$	\$	\$	\$	\$	\$	\$
--	----	----	----	----	----	----	----

**OTHER LINE ITEM COSTS**

<b>5. Facility Costs:</b> (Describe Components)	\$	\$	\$	\$	\$	\$	\$
<b>6. Gen. &amp; Admin Exp</b>	\$	\$	\$	\$	\$	\$	\$
<b>7. Profit</b>	\$	\$	\$	\$	\$	\$	\$
<b>8. Start Up Costs</b>	\$	\$	\$	\$	\$	\$	\$
<b>9. Other Costs</b> (Describe Components)	\$	\$	\$	\$	\$	\$	\$
<b>10. TOTAL COSTS (Sum Line 4 + 5 thru 10)</b>	\$	\$	\$	\$	\$	\$	\$

**COST COMPONENTS**

**FORM IV-2**

This form identifies the key cost components for the Taxi Coupon Program Administration. This cost information will be used in the evaluation of proposals, and at a later date as additional data to document the costs. Please list all categories of expenses on this sheet, and provide a breakdown of these categories on a separate sheet.

**Budget Justification – Beverly Hills Taxi Coupon Administration Operating Costs**

**CONTRACTOR:** \_\_\_\_\_

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	TOTAL
<b>1. Total Personnel Costs:</b> (Form IV-2A)	\$	\$	\$	\$	\$	\$	\$

<b>2. Administration Costs</b> (Describe Components)	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
<b>3. Subtotal Administration Cost Components</b> (Sum of above lines)	\$	\$	\$	\$	\$	\$	\$

<b>4. Total Administration Costs:</b> (Line 1 + 3)	\$	\$	\$	\$	\$	\$	\$
--	----	----	----	----	----	----	----

**OTHER LINE ITEM COSTS**

<b>5. Facility Costs:</b> (Describe Components)	\$	\$	\$	\$	\$	\$	\$
<b>6. Gen. &amp; Admin Exp</b>	\$	\$	\$	\$	\$	\$	\$
<b>7. Profit</b>	\$	\$	\$	\$	\$	\$	\$
<b>8. Start Up Costs</b>	\$	\$	\$	\$	\$	\$	\$
<b>9. Other Costs</b> (Describe Components)	\$	\$	\$	\$	\$	\$	\$
<b>10. TOTAL COSTS (Sum Lines 4 + 5 thru 10)</b>	\$	\$	\$	\$	\$	\$	\$

**COST COMPONENTS**

**FORM IV-1A**

This form identifies the key cost components for personnel of this program. This cost information will be used in the evaluation of proposals, and at a later date as additional data to document the costs. Please list all major categories of personnel expenses on this sheet, and if necessary, provide a breakdown of these categories on a separate sheet.

**City of West Hollywood Taxi Coupon Subsidy Program Administration RFP  
Budget Justification - Personnel Costs Year 1**

**CONTRACTOR** \_\_\_\_\_

Position Title	Average Monthly Salary	% Time On Program	# Months Employed	Annual Salary Allocation	NonProgram Salary Allocation	Total Salary
<b>1. TOTAL SALARIES</b>						

Fringe Benefit Costs:	Cost Calculation:	Program Share	Non Program Share	Total
<b>2. FICA:</b>	(%)	\$	\$	\$
<b>3. SUI:</b>	(%)	\$	\$	\$
<b>4. Worker's Compensation:</b>	(%)	\$	\$	\$
<b>5. Medical Insurance:</b>		\$	\$	\$
<b>6. Other (Detail):</b>		\$	\$	\$
<b>7.Total Benefits: (Sum Lines 2 thru 6)</b>		\$	\$	\$
<b>Total Personnel Costs (Sum Lines 1 and 7):</b>		\$	\$	\$

**COST COMPONENTS**

**FORM IV-2A**

This form identifies the key cost components for personnel of this program. This cost information will be used in the evaluation of proposals, and at a later date as additional data to document the costs. Please list all major categories of personnel expenses on this sheet, and if necessary, provide a breakdown of these categories on a separate sheet.

**City of Beverly Hills Tax Coupon Subsidy Program Administration RFP  
Budget Justification - Personnel Costs Year 1**

**CONTRACTOR** \_\_\_\_\_

Position Title	Average Monthly Salary	% Time On Program	# Months Employed	Annual Salary Allocation	NonProgram Salary Allocation	Total Salary
<b>1. TOTAL SALARIES</b>						

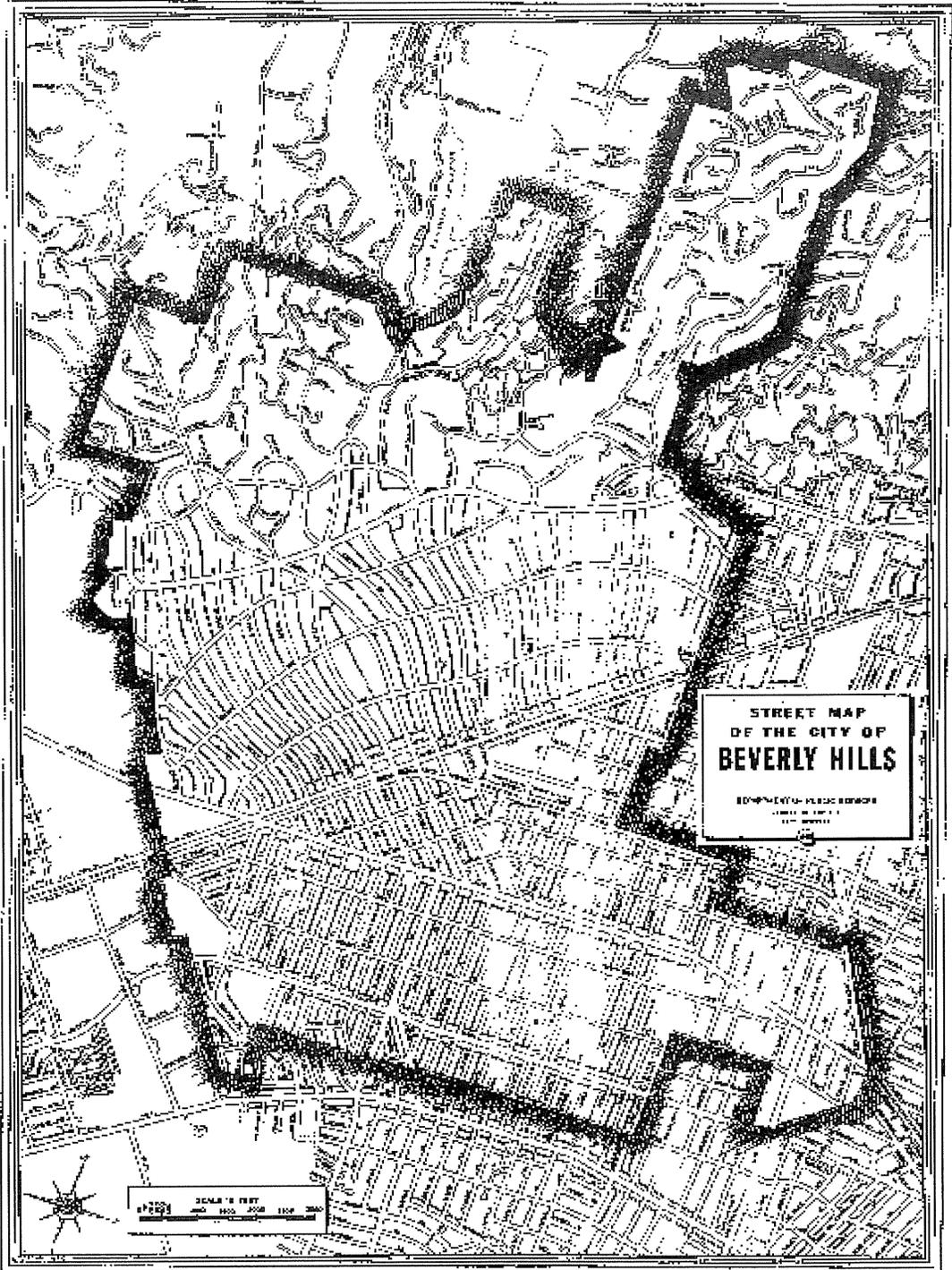
Fringe Benefit Costs:	Cost Calculation:	Program Share	Non Program Share	Total
<b>2. FICA:</b>	(%)	\$	\$	\$
<b>3. SUI:</b>	(%)	\$	\$	\$
<b>4. Worker's Compensation:</b>	(%)	\$	\$	\$
<b>5. Medical Insurance:</b>		\$	\$	\$
<b>6. Other (Detail):</b>		\$	\$	\$
<b>7.Total Benefits: (Sum Lines 2 thru 6)</b>		\$	\$	\$
<b>Total Personnel Costs (Sum Lines 1 and 7):</b>		\$	\$	\$

## EXHIBITS

**EXHIBIT 1**

**CITY MAPS AND STREET ADDRESSES**

# BEVERLY HILLS MAP



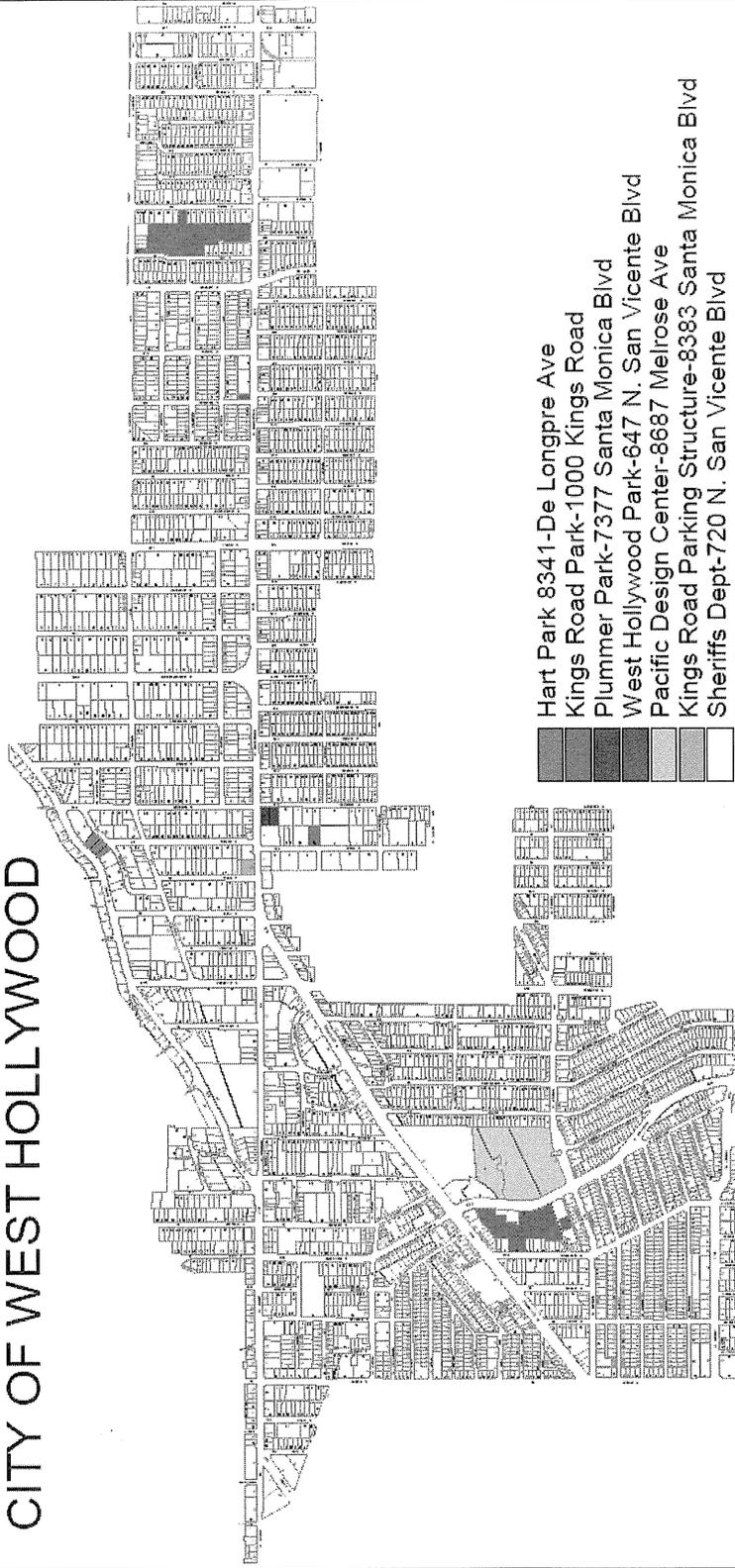
# BEVERLY HILLS STREET ADDRESSES

ALDEN DR.	91518-9289W	5	DAGNEY LN.	400-430
ALEXIS PL.	1545-1599	5	DANIELS AV.	462-4785
ALHORN DR.	114-343N	9		1119
ALPINE DR.	120-474S	9	DAYTON WAY	8950-9562
ALTA DR.	200-100N	9-6	DELLA DR.	1004-1030
AMBASSADOR AV.	502-811N	5	DOHERY DR.	110-833N
ANGELO DR.	1704-1725W	4		120-4635
ARDEN DR.	1704-1802W	4	DOHENY RD.	400-661
ARDELL DR.	502-718N	6	DRURY LN.	400-412
ARNAZ DR.	510-620	6	DURANT DR.	3900-9992
	140-170N	9	EL CAMINO	120-4705
	113-233S	9	ELEDEN WAY	1000-1008N
BARRIE DR.	405-415	6	ELEVADO AV	NO HOMES
BEDFORD DR.	340-915N	5-4	ELM DR.	110-805N
	132-480S	5		114-4635
BENEDICT CYN DR.	901-127S	4	EL RETIRO WAY	1118-1123N
BEVERLY BLVD.	9118-9256E	9	ENBRINO PL.	600-655
BEVERLY DR.	202-1121N	5-4	EVELYN PL.	400-590
	104-509S	5	FOOTHILL RD.	200-934
BEVERLY GREEN DR.	1201-1279	5	GALE DR.	311-133N
BEVERMIL DR.	425-479S	5		212-238S
BRIELE LN.	NO HOMES	4	GARDEN LN.	1091-1099N
BRIGHTON WAY	9374-9636	5	GLEN WAY	908
BURK PL.	600-620	6	GREEN ACRES	1700-1740
BURTON WAY	8800-9300 even	9	GREENWAY DR.	813-846N
	9135-9355 odd	9	GREGORY WAY	835-9762
CABRILLO DR.	1195-1199	4	HAHEL DR.	136-168N
CALLE VISTA DR.	1109-1160	6		117-227S
CAMDEN DR.	314-905N	5-4	HAMILTON DR.	112-160N
	108-478S	5		202-237S
CANON DR.	156-809N	5-4	HANOVER DR.	1001-1023N
	120-450S	5	HARTFORD WAY	905-1006N
CARHELLITA AV.	5105-5867	6-4	HAYNES AV	500-590
CARLA LN.	1300-137S	6	HEATH AVE.	WILEY ONLY
CARLA RIDGE	1450-197S	6	HILLCREST RD.	502-1187N
CARDLYN WAY	1020-113S	4	HILLGREEN DR.	468-522S
CARSON RD.	128-166N	9	HILLGREEN PL.	9800-9809
	124-277S	9	LA ALTURA RD.	1115-1122N
CASTLE PL.	400-47S	6	LA CIENEGA BL.	14-204N
CHALETTE DR.	500-58S	6		210-333S
CHARRUSS PL.	1200-1230	4	LAGO VISTA DR.	1231-1288
CHARLEVILLE BL.	8701-988S	9-5	LAGO VISTA PL.	1260-1271
CHEWEE LN.	9310-9330	6	LA PEER DR.	114-334N
CHEVY CHASE DR.	1016-1729	4		120-475S
CHRIS PL.	400-410	6	LASKY	136-268S
CINTHIA ST.	800-823	6	LAUREL LR.	1014-1200
CIVIC CENTER DR.	9122-9350	9	LAUREL WAY	1080-1240
CLARK DR.	114-258N	9	LE DOUX RD.	120-166N
	120-475S	9		201-228S
CLIFTON WAY	8519-9330	9-5	LEONA DR.	1252-1277
CLINTON PL.	600-640	6	LESLIE LN.	500-535
COLDWATER CYN DR.	1100-1296	4-6	LExINGTON RD.	1000-189S
COLE PL.	600-624	6	LINDA CREST DR.	NO HOMES
COMMERCIAL CENTER ST.	407 N. MAPLE	9	LINDEN DR.	462-814N
COPELEY DR.	NO HOMES	4		129-369S
COPELEY PL.	101-156	4	LOMA LINDA DR.	1165-118S
CORD CIRCLE	800-810	6	LOMA VISTA DR.	800-209S
COVE WAY	1003-103S	4	LOMITAS AV.	9471-9760
CRESCENT DR.	154-1025N	5-4		
	121-463S	5		

DR.	106-727N	9-6	THIRD ST.	9160-9963	9
	120-463S	5	TOWER DR.	215-212S	9
DARLYN DR.	1041-1160	4	TOWER LN.	9930-9938 even	4
MARTIN LN.	410-490	6	TOWER RD.	1022-123S	4
MAYTOR PL.	1100-1140	6	TRENTON DR.	602-710N	4
MC CARTY DR.	128-335S	5	TROPICAL AV.	1704-1712	4
MIRADERO RD.	1123-1134	6	TROUSDALE PL	300-460	6
MONTE CIELO DR.	1178-1196	4	USHER PL.	500-550	6
MONTE LEON DR.	808-821	6	VICK PL.	520-550	6
MONTE LEON EN.	9340-9338	6	VIRGINIA PL.	9570	5
MORENO DR.	241-296S	5	WALDEN DR.	502-804N	4
HOUGHTAIN DR.	585-630	6	WALKER DR.	400-445	5
OAKHURST DR.	107-733N	9-6	WALLACE RIDGE	1003-1131	6
	120-470S	9	WETHERLY DR.	114-329N	9
	8800-9863	9-5		113-474S	9
OLYMPIC BL.	910-917	4	WHITTIER DR.	602-935N	4
OXFORD WAY	106-720N	9-6	WHITWORTH DR.	3201-3443	9
PALM DR.	121-465S	9	WILLAMAN DR.	132-166N	9
PAHELA DR.	1006-1018	4		121-227S	9
PARK WAY	1201-140S	6-4	WILLIAMS LN.	630-640	6
PECK DR.	133-475S	5	WILSHIRE BL.	8300-9988	9
PHYLLIS ST.	NO HOMES	6	WOODLAND DR.	1002-1080	6
PICKFAIR WAY	1118-1148	4	YOUNG DR.	9931-9955	5
PINE DR.	1100-1118	4			
REEVES DR.	120-360S	3			
REXFORD DR.	108-1018N	5-3-4-6			
	121-464S	5-2			
RIDGEDALE DR.	1011-1028	4			
ROBBINS DR.	3204-328S	5			
ROBERT LN.	400-430	9			
ROBERTSON BL.	101-341N odd	9			
	100-200N even	9			
	121-493S	9			
ROOPE DR.	256-809N	9-4			
	104-475S	5			
ROXBURY DR.	400-1027N	5-4			
	120-499S	9			
SANTA MONICA BL.	9370-9900S	5			
SAN VICENTE BL.	105-165N	9			
	(part of 201)				
SAN YSIDRO DR.	1041-1270	4			
SCHUYLER RD.	1005-1132	6			
SHADOWHILL WAY	1041-1270	4			
SHIRLEY PL.	401-437S	5			
SIERRA DR.	902-810N	6			
SIERRA PL.	805	6			
SMITHWOOD DR.	422-5021	5			
SPALDING DR.	120-499S	5			
STANLEY DR.	124-166N	9			
	206-227S	9			
STEVEN WAY	1300-1311	4			
STONEWOOD DR.	510-520	6			
SUNHIT DR.	1004-1196	4			
SUNMITRIDGE PL.	1360	4			
SUNNYVALE WAY	NO HOMES	6-4			
SUNSET BL.	9321-999S	6-4			
SUTTON WAY	1100-1130	4			
SWALL DR.	110-339N	9			
	120-475S	9			

WEST HOLLYWOOD MAP

CITY OF WEST HOLLYWOOD



- Hart Park 8341-De Longpre Ave
- Kings Road Park-1000 Kings Road
- Plummer Park-7377 Santa Monica Blvd
- West Hollywood Park-647 N. San Vicente Blvd
- Pacific Design Center-8687 Melrose Ave
- Kings Road Parking Structure-8383 Santa Monica Blvd
- Sheriffs Dept-720 N. San Vicente Blvd
- Fire Station 7-864 N. San Vicente Blvd
- Fire Station 8-7643 Santa Monica Blvd
- City Hall-8300 Santa Monica Blvd

## WEST HOLLYWOOD STREET ADDRESSES

N. ALFRED ST.	501-553 1011-1020	W. HAMPTON AVE.	7500-7740	PHYLLIS AVE.	9000-9171
ALMONT DR.	145-646	N. HANCOCK AVE.	900-1050	N. POINSETTIA PL.	1001-1232
N. ALTA LOMA RD.	1100-1232	HARLAND AVE.	9040-9079	N. POINSETTIA DR	1113-1237
ASHCROFT AVE	8700-9050	N. HARPER AVE.	901-1454	QUEENS RD.	1274
BETTY WAY	8814-8838	W. HARRATT ST.	8808-8830 8903-9042	RAMAGE ST.	711-727
BEVERLY BL.	8659-9049	N. HAVENHURST DR	900-1433	RANGELY AVE.	8708-9040
BEVERLY PL.	8551-8601	N. HAYWORTH AVE.	900-1449	N ROBERTSON BL.	142-824
BONNER DR.	8700-8793	N HILLDALE AVE	805-1036	ROMAINE ST.	7000-7960 8100-8276
CAROL DR.	1006-1038	HOLLOWAY DR	8500-8760	ROSEWOOD AVE.	9701-9053
N. CLARK DR.	142-146	N. HORN AVE.	1100-1231	N. ROXBURY RD	100
CLARK ST.	1114-1214	HUNTLEY DR.	310-870	RUGBY DR.	8557-8629
CLINTON ST.	8315-8490	KEITH AVE.	8921-9061	SANTA MONICA BL	7066-9099
N. CORY AVE.	1001-1110	KINGS RD.	500-636 700-1264	N. SAN VICENTE BL	310-1031
N CRESCENT HEIGHTS BL.	1005-1428	N. LA BREA AVE.	1001-1261	N. SIERRA ALTA WAY	1100-1111
N. CROFT	500-616 1031-1035 1/2	N. LA CIENEGA BL.	500-635 1000-1234	N SIERRA BONITA AVE	900-1063
N. CURSON AVE.	901-1263	LA COLLINA DR.	1107-1114	N. SPAULDING AVE.	900-1248
CYNTHIA ST.	8801-9049	N. LA JOLLA AVE	901-1055	N. SHERBOURNE DR	300-410 1104-1124
W. CYNTHIA AVE	901-1263	N. LA PEER DR.	142-170 600-680	SHERWOOD DR.	8514-8712
De LONGPRE AVE.	8200-8481	N. LARRABEE ST.	801-1304	SHOREHAM DR.	8700-ALL
N. DETROIT ST.	1106-1260	N. LAUREL AVE.	1005-1450	N. STANLEY AVE.	901-1060
DICKS. ST.	8928-9057	LEXINGTON AVE.	7065-7735	SUNSET BL.	8222-9230 9231-9337 ODDS
W. DOHENY RD.	140-940 EVENS 946-1111	LLOYD PL	8960-9058	N. SUNSET PLAZA	8611-8623
N. DOHENY DR.	9201-9337	N. LONDONDERRY PL	8569	SUNSET PLAZA DR.	1219-1225
DORRINGTON AVE.	8700-9039	N. MARTEL AVE.	1002-1057	SWALL DR.	141-148
N. EDINBURGH AVE.	1006-1046	MELROSE AVE.	8420-9038	N. SWEETZER AVE.	503-637 ODDS 807-855 ODDS 900-1400
ELEVADO AVE.	8995-9055	N. MILLER DR..	1320	N. VISTA ST.	1008-1259
W. EL TOVAR PL	8750-8800	W. NELLAS	8800-8849	VISTA GRANDE ST	8944-9049
N. FAIRFAX AVE	900-1300 1301-1449 ODDS	W. NEMO ST.	9041-9079	WARING AVE.	8300-8399
N. FLORES ST.	1108-1326	NORMA PL.	8952-9047	N. WESTBOURNE DR.	309-961
N. FORMOSA AVE.	1036-1257	W. NORTON AVE.	7501-8300	WESTMOUNT DR.	417-1024
FOUNTAIN AVE.	7070-7908 EVENS 7909-8499	NORWICH DR.	408-551	N. WEST KNOLL DR	506-934
N. FULLER AVE.	1011-1259	N. OGDEN DR.	900-1249	W. WEST KNOLL DR.	8532-8720
N. GARDNER ST.	900-1256	OLIVE DR	1107-1341	N. WETHERLY DR	144-939 1100-1111
N. GENESSEE AVE.	901-1250	N. ORANGE GROVE AVE	900-1253	WILLEY LANE	722-750
GREENACRE AVE.	1105-1237	N. ORLANDO AVE.	500-638 1051	WILLOUGHBY AVE.	7310-7960 8100-8276
HACIENDA PL.	1101-1200	OZETA TERRACE	1248-1314 EVENS		
N. HAMMOND ST.	847-1026	PALM AVE.	803-1022		

**EXHIBIT 2  
REPORT FORMS**

**MONTHLY REPORT STATISTIC REPORTS**  
**TAXI COUPON SALES & TRACKING REPORT**

MONTH \_\_\_\_\_

ISSUED TO	MONTH		YEAR TO DATE	
	ALLOCATED	DISBURSED	ALLOCATED	DISBURSED
MAIL				
CITY				
SUBTOTAL				

NSF CHECK				
LOST IN MAIL: REPLACED				
DEFECTIVE BOOKS				
TOTAL BOOKS				

CLIENTS ARCHIVED	
CLIENTS REGISTERED	
CLIENTS ADDED	
TOTAL CLIENTS	

**TRIP DATA AND REIMBURSEMENTS**

COMPANY	COUPONS PAID	COUPONS VOIDED	VEHICLE TRIPS	COST/ TRIP	PSGR TRIPS	VEHICLE MILES	VEHICLE HOURS	PASGR MILES
TAXI SUBTOTAL								

**ADJUSTMENTS**

COMPANY	COUPONS PAID	COUPONS VOIDED	VEHICLE TRIPS	COST/ TRIP	PSGR TRIPS	VEHICLE MILES	VEHICLE HOURS	PASGR MILES

TOTAL								
-------	--	--	--	--	--	--	--	--

**EXHIBIT 3**

**LICENSED CAB COMPANIES**

<b>TAXI CAB COMPANIES</b>	<b>CONTACTS</b>	<b>LICENSED TO OPERATE</b>	
<p>BELL CAB CO 13030 Cerise Ave Hawthorne CA 90250 Phone (310) 676-1500 Fax (310) 676-1637</p>	<p>Michael Calin, Vice President/General Manager <b>Vazgen Aghaeian, ext 110</b></p>	<p align="center">West Hollywood</p>	
<p>BEVERLY HILLS CAB CO. 6102 Venice Blvd. Los Angeles CA 90034 Phone (310) 837-0260 Fax (323) 931-4172 931-4172 Dispatch (310) 273-6611</p>	<p>Edik Elyasi President Seroj Abedian, Vice President, *Javad Sarvestani, Secretary Roosevelt Derohanian, Assistance Contact Sandy at Ken Spiker, <b>213/748-6001</b></p>	<p align="center">West Hollywood</p>	<p align="center"><b>Beverly Hills</b></p>
<p>CITY CAB 7955 San Fernando Rd Sun Valley CA 91352 Phone (818) 252-1670 Fax (818) 252-1607 Dispatch (818) 780-1000</p>	<p><i>Jim Kipper, General Manager,</i> e-mail <a href="mailto:KNK1102@aol.com">KNK1102@aol.com</a> Deb Waters, Operations Manager</p>	<p align="center">West Hollywood</p>	
<p>CHECKER CAB CO., INC. 11003 Hawthorne Blvd. Lennox, CA 90304 Phone (310) 330-3720 Fax (310) 677-3764 Dispatch (310) 330-3737</p>	<p>Yevgeny Smolyar, President Paul Ezadjian (vehicles) Emmanuel Ibekwe, Operational Manager * Contact Sandy at Ken Spiker, 213/748-6001</p>	<p align="center">West Hollywood</p>	
<p>ITOA 700 N. Virgil Ave. Los Angeles, CA 90029 Phone (323) 666-0040 Fax (323) 912-9209 Dispatch (323) 385-8294</p>	<p>Nettabai Ahmed, Association President ext. 308 <b>Henry Royt, Association Sec/Treas. ext 311*</b> Stephen R. Scheel, Operations Manager contact person ext. 306 Contact Sandy at Ken Spiker, 213/748-6001</p>	<p align="center">West Hollywood</p>	<p align="center">Beverly Hills</p>
<p>UITD 900 N. Alvarado Blvd. Los Angeles, CA 90026 Phone (323) 462-1088 Fax (213) 483-7664 Dispatch (323) 653-5050</p>	<p>Melese Adamu, President (213) 483-7669 Gennadiy Mirmilshytyn Vice Pres, 213-483-7669 *ext 3002 Rauf Aliyev, Secretary, 213/483-7669 Public Livery, Contact Bahman Bitarag, 213/388-5100</p>	<p align="center">West Hollywood</p>	<p align="center">Beverly Hills</p>
<p><b>YELLOW CAB CO</b> 2129 Rosecrans Ave Gardena, CA 90249 Phone (310) 715-1968 Fax (310) 769-6925 Dispatch 310/769-6924</p>	<p>Bill Rouse , Legal Counsel 310/965-5807 Kia Tehrany, Director of Operations 213/248-9528* Anthony Palmeri, President 310.715.6005 Aram Asinanyan 310/851-5027 Public Liver Insurance Services Contact Sandy at Ken Spiker, 213/748-6001</p>	<p align="center"><b>West Hollywood</b></p>	

EXHIBIT 4

ORDINANCE NO. 97-505

AN ORDINANCE OF THE CITY OF WEST HOLLYWOOD CONSOLIDATING REGULATIONS CONCERNING PURCHASES AND CONTRACTS INTO ONE CHAPTER AND ADDING REGULATIONS REGARDING THE PAYMENT OF A LIVING WAGE BY SERVICE CONTRACTORS AND AMENDING THE WEST HOLLYWOOD MUNICIPAL CODE.

**PART D. LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS**

**2115. Short Title.** This Part shall be known as the Living Wage Ordinance of the City.

**2116. Purpose.** This Part is enacted for the purpose of improving the quantity and quality of services received by the City from its service contractors. It is also the purpose of this Ordinance to promote an economic environment that protects public resources devoted to social support services.

**2117. Definitions.** Wherever they appear in this Part, the following defined terms shall have the meanings provided in this Section, unless it is apparent from their context that a different meaning is intended:

- a. "City Manager" means the City Manager of the City of West Hollywood or the designee thereof.
- b. "Contractor" means any person that enters into a service contract with the City.
- c. "Employee" means any person that both: (i) is employed by an employer or a temporary employment agency; and (ii) expends any of his or her time in the performance of work related to a service contract. "Employee" shall not include managerial, supervisory, and confidential personnel. "Employee" also shall not include persons required to possess an occupational license.
- d. "Employer" means any contractor or subcontractor. "Employer" shall not include exempt non-profit organizations or temporary employment agencies.
- e. "Exempt non-profit organization" means a corporation that both: (i) is organized under 26 United States Code Section 501(c)(3); and (ii) has a chief executive officer who earns a salary that, when calculated on an hourly basis, is less than eight (8) times the lowest wage paid by the corporation.
- f. "Grant" means any discrete financial assistance awarded by the City in connection with a program funded by the federal or state government.
- g. "Person" means any individual, partnership, copartnership, firm, association, joint stock company, corporation, or combination of the above in whatever form or character.

- h. "Recipient" means any person that is awarded a grant by the City.
- i. "Service contract" means a contract that: (i) is let to a contractor by the City primarily for the furnishing of services to, or for, the City; (ii) involves an expenditure in excess of twenty-five thousand (\$25,000) dollars and (iii) has a term of at least three (3) months.
- j. "Subcontractor" means any person that enters into a contract with a contractor to assist the contractor in the performance of a service contract. "Subcontractor" shall not include any person that is an employee of a contractor.
- k. "Temporary employment agency" means a contractor that, on a temporary basis, provides the City with one or more employees that work under the City's direction.

**2118. Payment Of Living Wage And Benefits.**

- a. **Wages.** Employers shall pay employees a wage of no less than the living wage set pursuant to paragraph (d) of this Section. Temporary employment agencies shall pay employees a wage of no less than nine (\$9.00) dollars per hour.
- b. **Compensated days off.** Employers shall provide at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request.
- c. **Uncompensated Days Off.** Employers shall provide employees at least ten (10) uncompensated days off per year for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.
- d. **Living Wage Rate.** The initial rate of the living wage shall be: (i) seven dollars and twenty-five cents (\$7.25) per hour with health benefits, as described in paragraph (e) of this Section; or (ii) eight dollars and fifty cents (\$8.50) per hour without health benefits, as described in paragraph (e) of this Section. As necessary, the City Manager shall annually adjust the rate of the living wage to correspond with any adjustments to retirement benefits paid to members of the City Employees Retirement System ("CERS"). The adjustment of the living wage rate shall be effective upon publication by the City Manager of a bulletin announcing such adjustment; provided, however, that no such adjustment shall be applicable to employers with whom the City has a service contract existing at the time of the adjustment.
- e. **Health Benefits.** Health benefits required by this Part shall consist of the payment of at least one dollar and twenty-five cents (\$1.25) per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the City Manager to qualify for the wage rate in paragraph (d) of this Section for employees with health benefits.

**2119. Federal Earned Income Credit Notification.** Employers shall inform employees making less than twelve (\$12.00) dollars per hour of their possible right to the federal Earned Income Credit ("EIC") provided for in 26 United States Code Section 32. Employers shall make available to employees forms describing the EIC, as well as forms required to secure advance EIC payments from the employer.

**2120. Grounds For Contract Termination.** All service contracts shall provide that violation of this Part shall entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

**2121. Compliance By Recipients.** Recipients shall comply with the requirements for employers that are set forth in this Part.

**2122. Applicability.**

a. **General.** Except as provided in this Section, the provisions of this Part shall apply to: (i) employers and temporary employment agencies with whom the City consummates a service contract after the effective date of this Part; (ii) employers and temporary employment agencies with whom the City consummates an amendment to a service contract existing on the effective date of this Part; and (iii) recipients to whom the City awards a grant after the effective date of this Part.

b. **Inapplicable To Employers When Waiver Issued.** This Part shall not apply to any person that has been issued a waiver pursuant to paragraph (c) of this Section.

c. **Waiver Authorization.** The City Manager may issue a waiver of the requirements of this Part to any person submitting a bid for a service contract if the City Manager determines that such waiver is necessary to allow the person to compete fairly in the bidding process.

d. **Inapplicable To Recipients Of Restricted Grants.** This Part shall not apply to recipients of grants unless the City Attorney either: (i) determines that the funding government's terms for the grant do not preclude application of this Part; or (ii) receives a judgment from a court of law, or other tribunal, that indicates the application of this Part is consonant with the laws authorizing the City to expend such funds.

**2123. Administration.**

a. **Implementation Regulations.** The City Manager shall promulgate implementing regulations consistent with this Part. At a minimum, such regulations shall include the following: (i) a list of contracts that shall be regarded as service contracts for purposes of Section 2117(i); and (ii) requirements for employer reporting of employee compensation.

b. **Compliance Monitoring.** The City Manager shall monitor compliance with this Part. Such monitoring shall include investigation of complaints of claimed violations by employees. The City Manager shall annually submit to the City Council a written report on compliance with this Part.

c. Effectiveness Evaluation. During the first, third, and seventh years of this Part's operation, and every third year thereafter, the City Manager shall conduct or commission an evaluation of this Part's operation and effects. At a minimum, such evaluation shall address the effects of this Part on employer workforce composition, productivity and service quality. Within ninety (90) days of the adoption of this Part, the City Manager shall develop detailed plans for evaluation, including a determination of what current and future data will be needed for effective evaluation.

**2124. Enforcement.**

a. Any aggrieved person may enforce the provisions of this Part by means of a civil action.

b. Any person who violates the provisions of this Part or who aids in the violation of any provisions of this Part shall be liable for, and the court shall award to the individual whose rights are violated, the following: actual damages; costs; attorney's fees; and not less than two hundred fifty (\$250.00) dollars but not more than ten thousand (\$10,000) dollars in addition thereto. In addition, the court may award punitive damages in a proper case.

c. Actions to enforce the provisions of this Part must be filed within one (1) year of the alleged violation.

d. Nothing in this Part shall preclude any aggrieved person from seeking any other remedy provided by law.

e. Nothing in this Part shall be construed to limit any aggrieved person's right to bring legal action for violation of other minimum compensation laws.

**2125. No Criminal Penalty.** Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for any violation of this Part."

Section 3. Section 1401 (Authorization to Execute Contracts) of Chapter IV (Miscellaneous) of Article I (General Provisions) of the West Hollywood Municipal Code is hereby deleted.

Section 4. Section 1403 (Restrictions on Contracts) of Chapter IV (Miscellaneous) of Article I (General Provisions) of the West Hollywood Municipal Code is hereby deleted.

Section 5. Section 1404 (Good Faith Effort to Contact Local Service Providers) of Chapter IV (Miscellaneous) of Article I (General Provisions) of the West Hollywood Municipal Code is hereby deleted.

Section 6. Chapter XI (Informal Bidding Procedures For Public Works Contracts) of Article II (Administration) is hereby deleted.

Section 7.     Severability.   If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remainder of the Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

**LIVING WAGE ORDINANCE AMENDMENT**

RESOLUTION NO. 07-3546

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST HOLLYWOOD ESTABLISHING A LIVING WAGE RATE FOR 2007-2008 OF \$8.84/HR WITH HEALTH BENEFIT CONTRIBUTIONS OF AT LEAST \$1.25/HR AND \$10.12/HR WITHOUT HEALTH BENEFIT CONTRIBUTIONS OF AT LEAST \$1.25/HR

THE CITY COUNCIL OF THE CITY OF WEST HOLLYWOOD DOES HEREBY RESOLVE AS FOLLOWS:

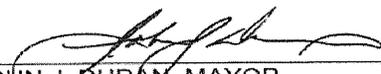
WHEREAS, in order to maintain equity in the living wage rate paid to employees performing City-related work by contract service providers as defined in Chapter 3.20 of the West Hollywood Municipal Code, the City Council requires that the living wage rate be adjusted annually to correspond with cost-of-living adjustments provided through the California Public Employees' Retirement System (CalPERS); and

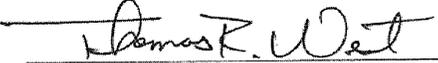
WHEREAS, the City's contract with CalPERS requires an annual cost-of-living adjustment of two percent;

NOW, THEREFORE, BE IT RESOLVED by the City of West Hollywood City Council that the living wage rate for 2007-08 is established at \$8.84/HR with health benefit contributions of at least \$1.25/hr and \$10.12/hr without health benefit contributions of at least \$1.25/hr.

PASSED, APPROVED AND ADOPTED by the City Council of the City of West Hollywood at a regular meeting held this 4th day of June, 2007 by the following vote:

AYES:	Councilmember:	Guarriello, Heilman, Land, Mayor Pro Tempore Prang, Mayor Duran.
NOES:	Councilmember:	None.
ABSENT:	Councilmember:	None.
ABSTAIN:	Councilmember:	None.

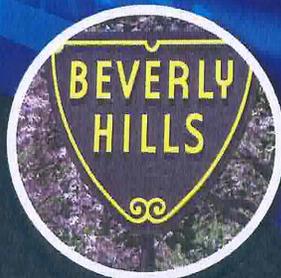
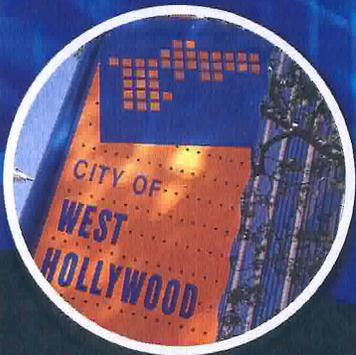
  
\_\_\_\_\_  
JOHN J. DURAN, MAYOR

ATTEST:  
  
\_\_\_\_\_  
THOMAS R. WEST, CITY CLERK

**EXHIBIT B**  
**MYTRANSITPLUS, INC.**  
**BID PROPOSAL**

Proposal for  
West Hollywood and Beverly Hills  
Taxi Coupon Subsidy Services Program

*mytransitplus*



ORIGINAL  
March 12, 2009



March 12, 2009

Ms. Joyce L. Rooney  
City of West Hollywood  
8300 Santa Monica Blvd.  
West Hollywood, CA 90069

**RE: Request for Proposal, West Hollywood & Beverly Hills Taxi Coupon Subsidy Program Services**

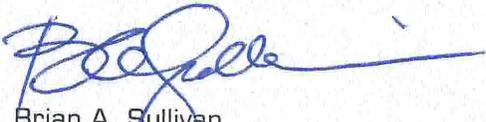
Dear Ms. Rooney:

MyTransitPlus, Inc. is pleased to submit this proposal for the operation of the Taxi Coupon Subsidy Program for the Cities of West Hollywood and Beverly Hills. Our Company has been dedicated to bringing the highest quality service to paratransit passengers and the agencies that serve them for more than 15 years. During that time we have developed a stellar reputation for customer service, quality, reliability and innovation.

Selecting MyTransitPlus to operate this program means that the clients served by the program will receive the highest quality service to address their needs and concerns, while the Cities will have an active partner working to improve overall program efficiency and effectiveness. MyTransitPlus management and staff understand the needs of paratransit users, but also the limitations that agencies battle, particularly in today's economy. This proposal reflects both the Company's comprehensive understanding of the current program operations and the need to contain administrative and other costs wherever possible. The project plan and the cost proposal we present in this document are the result of substantial planning, research and, most importantly, relevant experience. The Company has established itself as one of the most reliable service providers to the transportation field by consistently staying within budget and delivering 100% of the contracted service in complete adherence to both the letter and the intent of the contracts awarded to it.

We look forward to working with your agency and your counterparts in Beverly Hills on this project.

Sincerely,



Brian A. Sullivan  
Chief Marketing Officer



Proposal for  
West Hollywood and Beverly Hills  
Taxi Coupon Subsidy Services Program

**PROPOSAL FOR:**

**WEST HOLLYWOOD AND BEVERLY HILLS TAXI COUPON SUBSIDY  
PROGRAM SERVICES**

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**PREPARED FOR :**

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The City of West Hollywood and the City of Beverly Hills Department of Transportation and Public Works

**Date:** March 12, 2009

**SUBMITTED TO:**

---

Joyce L. Rooney  
City of West Hollywood  
8300 Santa Monica Blvd.  
West Hollywood, CA 90069

**SUBMITTED BY:**

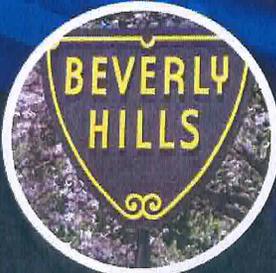
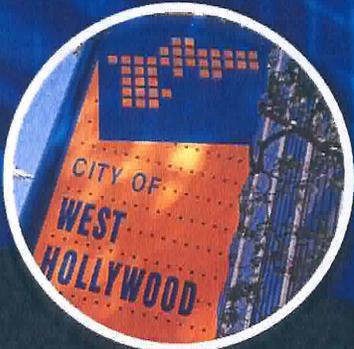
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MyTransitPlus  
6053 W. Century Blvd., 9<sup>th</sup> Floor  
Los Angeles, CA 90045



Proposal for  
West Hollywood and Beverly Hills  
Taxi Coupon Subsidy Services Program

Proposal



mytransitplus



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## 1. Bidder's Qualifications

### Corporate Overview



MyTransitPlus (the Company) is a wholly owned subsidiary of Tectrans, Inc. formed out of the CDSNet LLC's business units, management components and infrastructure focused on transportation program management and technology. CDSNet, LLC, also a subsidiary of Tectrans Inc. has been deeply involved in transportation issues since 1989, as Program Coordinator for Cityride under the Los Angeles Department of Transportation (LADOT), operating the Westlake Smart Shuttle service under the Los Angeles Metropolitan Transportation Authority (MTA), operating the SAFE Freeway and mobile call-box answering Center for the San Diego SAFE Committee, and introducing technologies regarding fare collection, customer service and program management through CalACT, APTA and the CTA. During the course of these and other efforts, the Company has built a level of expertise in transportation issues, developed an infrastructure capable of addressing those issues, and shown a high level of commitment to the goals of the transportation agencies it works with.

The MyTransitPlus business unit was formed to further enhance the available resources for transportation projects and to dedicate greater portions of the management, technical and administrative resources focused on transportation-related projects. The Company's management is fully focused on developing highly effective solutions to the management, communication and customer service issues faced in the paratransit community with particular emphasis on the development of a flexible, reliable and feature-rich fare collection system to match the high quality enrollment-fulfillment-customer service package developed as part of the Cityride project.



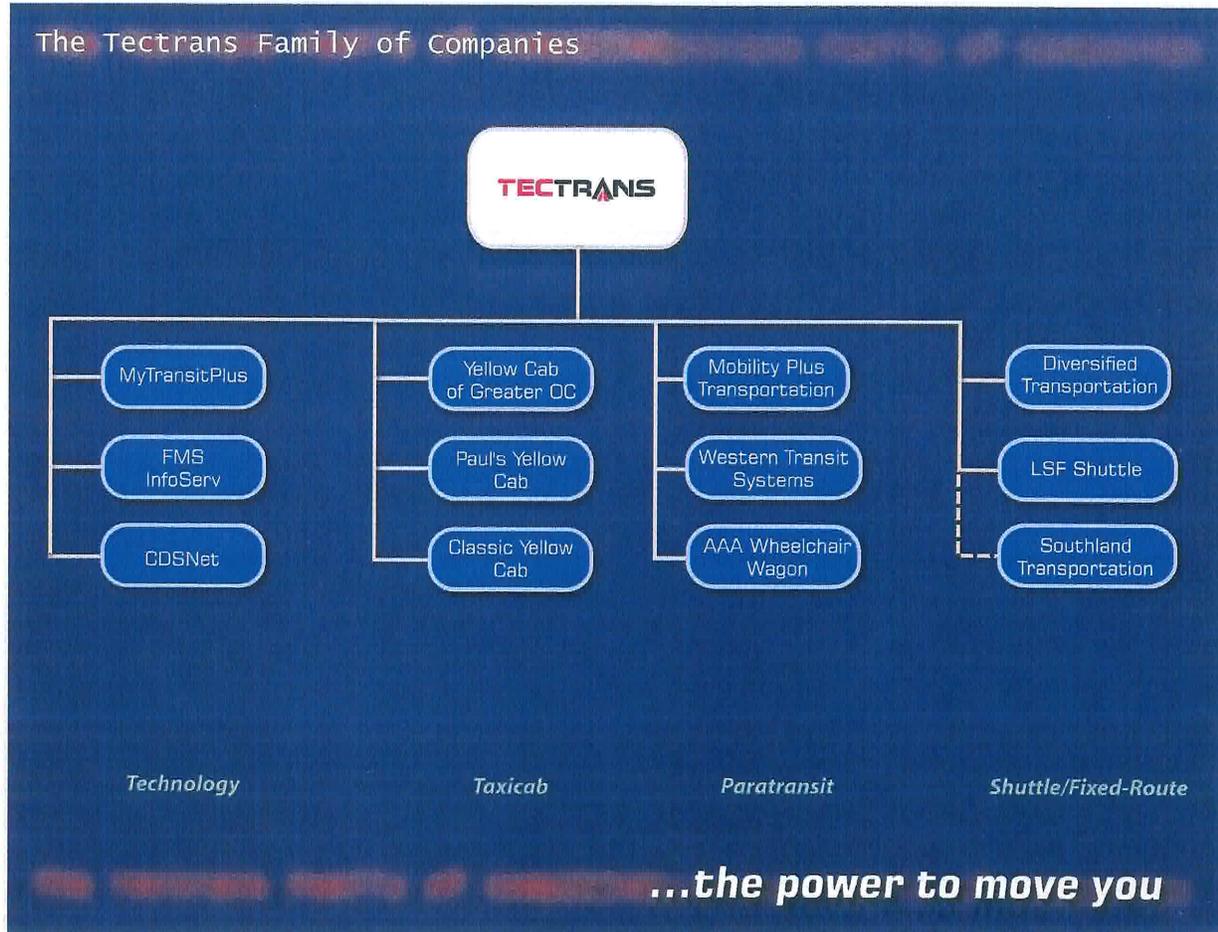


## References

Contract Name	Client	Contact	Scope of Work
Cityride Paratransit Coordinator	City of Los Angeles Department of Transportation	Maryann Delkhaste Ph.: 213.928.9777 Email: Maryann.Delkhaste@lacity.org Transit Operations (Cityride/Charter Bus) 100 S. Main St, 10th Fl, Los Angeles, CA 90012 City Mail Stop #725	<ul style="list-style-type: none"> <li>• Paratransit program eligibility and enrollment</li> <li>• Scrip Sales tracking and fulfillment</li> <li>• Customer Service</li> <li>• Automated Fare System Design and Implementation</li> <li>• Performance and Service Reporting</li> <li>• Past Data Entry and NTD Reporting</li> <li>• Past Section 15 Reports</li> </ul>
Ticket Sales	Bay Area Rapid Transit District	Julie Yim, Customer Services Manager Ph. : 510.464.6106 Email: jyim@bart.gov BART 300 Lakeside Drive, 18 <sup>th</sup> Floor Oakland, CA 94612	<ul style="list-style-type: none"> <li>• Customer Service Ticket Exchange Booths</li> <li>• Fare Media Inventory Control</li> <li>• Internet Ticket Sales</li> <li>• Online Student Fare Media Sales</li> </ul>
Charter Party Fee Collections	Los Angeles World Airports	Dave Evans Ph.: 310.646.2250 Email: devans@lawa.org Los Angeles World Airports Landside Operations Division - LAX 7301 World Way West, PO Box 92216 Los Angeles CA, 90045	<ul style="list-style-type: none"> <li>• Fee Collection</li> <li>• Trip Ticket Control</li> <li>• Fee Accounting</li> <li>• Daily Deposit Reporting</li> </ul>



The Tectrans Family of Companies



MyTransitPlus, as a contractor, represents a focused business unit specializing in the factors of greatest importance in successful operation of the West Hollywood and Beverly Hills Taxi Coupon Subsidy Program:

1. **Exceptional Customer Service** – The most applicable example of the quality of MyTransitPlus Customer Service is its role as the Paratransit Coordinator for the City of Los Angeles Department of Transportation (LADOT) Cityride Program. The project receives a constant flow of compliments from program participants and high reviews in satisfaction surveys performed by LADOT and outside contractors. This effort is now augmented by more sophisticated telephony, quality control and management tools through MyTransitPlus. The Company also provides customer service to the private sector, garnering high marks for its reservation services from Prime Time Shuttles as well as other clients.
2. **Tightly Controlled and Responsive Fulfillment** – As the Cityride Paratransit Coordinator, the Company deals with negotiable instruments in the form of payment scrip. As a payment and



transaction processor involved in the highly regulated and controlled area of debit card processing and consumer payments, the company must maintain carefully documented, thoroughly tested procedures for handling any electronic commerce or negotiable instrument in its custodial care. At the same time, as a consumer-oriented effort, the company constantly moves to implement procedures and technologies that enhance fulfillment processes. The Company also provides fare media distribution to the Bay Area Rapid Transit District (BART) and several other, smaller, agencies in the San Francisco Bay Area. The BART project alone entails the control and distribution of over 300,000 high-value tickets each month.

3. **Fraud Prevention and Cost Control** – Eliminating fraudulent use of transportation subsidy scrip has been a major focus of both LADOT and the Program Coordinator since 1993. MyTransitPlus has integrated fraud detection and prevention paradigms with electronic payment systems to identify both fraudulent transactions and patterns of transactions that represent potential program abuse. MyTransitPlus also has the expertise and resources to implement fully automated fare payment and subsidy plans which will largely eliminate fraud while reducing program overhead costs.
4. **Complete Accountability** – Together, MyTransitPlus and CDSNet work with several projects that manage revenue collection and fare media handling for public agencies including the Bay Area Rapid Transit District, the City of Los Angeles Department of Airports and several smaller transportation agencies throughout the State. Additionally, CDSNet operates as a back office processor for banks in the region, which brings its operations under the requirements of Federal and State banking regulators. As the direct result of the above-mentioned efforts, MyTransitPlus has an impressive array of reporting and documentation tools at its disposal for use in the Taxi Coupon Subsidy Program.
5. **Financial Viability** - MyTransitPlus has been a solvent, stable operating entity for years and continues to prosper even in today's economic conditions. The company has successfully survived economic booms and busts. In addition, having the stability of MTP's parent company, Tectrans, supporting its efforts, the company is even stronger and will continue to grow and prosper from this new subsidy program opportunity. MyTransitPlus and its sister companies operate and serve a broad range of transportation-based technology services. We are thoroughly confident in our ability to meet the financial requirements and to ensure the financial dependability required for the success of the West Hollywood and Beverly Hills Taxi Coupon Subsidy Services Program. We have provided in a separate envelope a copy of our most recent audited and certified financial statements as proof of our financial viability.

Neither MyTransitPlus nor Tectrans have any existing or anticipated financial conditions or situations that would impede our ability to successfully fulfill the requirements identified in the RFP. We do not have any situations, currently pending litigation, fines, or enforcement proceedings. The same applies for the last ten years of operations, nor for any sister company within the last 10 years.

Also, there is no prior or pending litigation to disclose. MyTransitPlus has not entered into litigation, mediation, or arbitration in the last ten years.



## Qualifications Checklist

Required Qualification	Project
<b>Customer Service</b>	<p><b>City of Los Angeles Cityride Paratransit Coordinator</b> – On a daily basis, project staff addresses the needs of hundreds of applicants and participants covering issues regarding eligibility, scrip availability, payment history and complaint management.</p> <p><b>BART Ticket Sales</b> – Addressing the needs of thousands of BART riders in ticket booths throughout the San Francisco Bay Area as well as online ticket purchasers resolving issues regarding fare media use, payment issues, fare media failure and delivery failures.</p> <p><b>Primetime Shuttles</b> – Managing reservations and customer service for several hundred passengers each day, agents handle service complaints as well as payment processing and reservations</p>
<b>Scrip Distribution/Fare media Distribution</b>	<p><b>City of Los Angeles Cityride Paratransit Coordinator</b> – The Company prints and distributes 40,000 to 45,000 scrip booklets each quarter.</p> <p><b>Bay Area Rapid Transit District Ticket Sales</b> – The Company sells and distributes over \$2,200,000 in fare media each month, combining sales from ticket booths with Internet Sales. The Company maintains a secure inventory of fare media for these purposes.</p>
<b>Reporting and Accountability</b>	<p><b>LADOT Cityride Paratransit Coordinator</b>- Provided National Transportation Database and Section 15 reporting for the LADOT Cityride program using manual scrip data entry and database tools. Developed automated scanning protocols to collect data for automated generation of National Transportation Database Reports for current generation of scrip. Designed automated fare payment system to enhance reporting system for new generation of fare media.</p> <p><b>Multiple Regional SAFE Committees</b> - Developed portfolio of performance reports for SAFE Freeway Call Box Answering that allows SAFE Management to rapidly assess activity of call box program and identify trends.</p> <p><b>LADOT Cityride Paratransit Coordinator, LAX Charter Party Fee Collection</b> - Generates timely and thorough monthly reports for Cityride, LAX Fee Collection and other projects that provides complete transparency of all financial activity as well as performance statistics and activity analysis.</p>
<b>Innovation</b>	<p><b>BART Ticket Sales</b> – Introduced the first Public Transportation Fare media Sales on the Internet, added additional transit agencies in the San Francisco Bay Area subsequently</p> <p><b>LADOT Cityride Paratransit Coordinator</b> – Introduced fully scannable trip tickets and scrip. Automated scrip generation, customized to individual orders.</p> <p><b>Multiple Regional SAFE Committees</b> – Designed and implemented TTY call response integrated into voice queues for complete adherence with ADA requirements.</p> <p><b>Bank Processing Clients</b> – Developed image-based check processing, allowing smaller banks to actually introduce Internet Banking before their larger competitors</p>



## 2. Qualifications of Staff

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### Resumes of Key Management Personnel

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MyTransitPlus is a solid and very experienced transportation-based technology company, and we do not believe that any competitor can match us in terms of the talent and experience of staff that is located right in here in Los Angeles.

On the following pages, we will find the resumes of our key management personnel:

- Jason Mugford, Vice President, Technical Sales
- Dirk Schniedermeier, Chief Technology Officer
- Robert Sovinsky, Project Manager

## RESUME

## Jason E. Mugford Vice President, Technical Sales

### Education

Bachelor of Arts,  
California State  
University at San  
Francisco, Fine Arts

### IT Management

#### Paratransit and Transit Back Office Systems

#### Customer Service Project Design

#### Application Process and Software Design

#### Executive Management

#### Community Relations

#### Vendor Relations

### Overview

Mr. Mugford joined CDSNet in 1979, coming from a background of groundbreaking technologies including early on-line service ventures, the first business use of personal computers and extensive background in office automation. In the intervening years, Mr. Mugford has continued to explore emerging technologies, helping the company to define the roles of these innovations and their applications for clients.

Mr. Mugford's interests have focused in recent years on the roles that various technologies play in transportation operations, management and customer service. As the primary architect for Automated Fare Collection projects and the designer of innovative customer service projects, Mr. Mugford has played a substantial role in CDSNet's expansion in the field of transportation services.

In addition to his work designing and implementing the technologies CDSNet uses, Mr. Mugford has been intimately involved with several of CDSNet's research and design contracts for government agencies. He is widely recognized as a leading expert in Information Center design, particularly the innovative use of Internet-based call centers and knowledgebase design and utilization.  
Operations.

### Experience

#### Vice President, Technical Sales, CDSNet – MyTransitPlus 2006 to Present

Mr. Mugford's primary role is to work with major clients and channel partners to define new applications for payment processing, transaction processing and customer service functions. As part of that work, he oversees the design, development, testing and implementation of the Automated Paratransit Fare Management System as well as the implementation and operation of advanced call center functions for public and private sector clients.

#### Chief Information Officer – CDSNet-MyTransitPlus 2003 to 2006

Mr. Mugford worked to develop and implement Strategic Directions regarding technology and overall business strategy for the Company during these years. He also managed Smart Card, Business Development and Research efforts for company as well as oversight of the technical and MIS teams. During this period the teams successfully developed several new transaction processing, customer service and document control applications and implemented state-of-the-art technology

#### Director, Special Projects ; Director of Research and Development, CDSNet 1995-2001

Mr. Mugford's focus during these years was on designing and implementing of new projects and contracts. As part of this role his efforts included monitoring and reporting on emerging technologies for new and existing projects as well as the development of network information strategies and



**Education**

Business Management degree "College Of Business & Trade", Lippstadt, Germany, EU

**Scheduling and Dispatch Implementation****Design, implementation and management of TCP/IP Networks****Cisco Routers, VPN and firewall configurations****Rollout and Administration of multi O/S Server platforms in the Windows and Unix Arenas****Overview**

Dirk Schniedermeier is the Chief Technology Officer for Tectrans, Inc. Prior to that assignment, he served for 10 years as CDSNet, Inc.'s Sr. Systems Administrator / Sr. Network Engineer. Under the CDSNet acquisition by today's parent company, Tectrans, Inc., Mr. Schniedermeier was awarded the role of IT Director, making him responsible for the overall IT and telephony infrastructure of nearly 1,000 employees. Dirk has numerous accomplishments in design, implementation and management of large scale contact center solutions. Mr. Schniedermeier has implemented large-scale Wide Area Networks and secure Internet gateways for Tectrans' banking clients in the item-processing industry and has implemented the company's Trapeze MT routing and scheduling system.

**Experience****Chief Technology Officer, Tectrans, Inc., 2006 - Present**

Responsibilities include:

- Directing company-wide IT staff in multiple locations across the State of California
- Design and integration of any facilities-based IT solutions and services
- Implementation of Trapeze MT scheduling and dispatch software
- Award winning co-design of queue-based TTY telephony solutions (Zeacom Award 2006)

**Senior Network Engineer / IT Manager, CDSNet, Inc., 1997 - 2006**

Responsibilities included:

- Inception of state-of-the-art IT Data Center at newly established Century Boulevard corporate headquarters/call center facility
- Implementation of three major area callbox answer center applications with secure Wide Area Network connectivity into local CHP command center sites.

**Metrolink Customer Information Center ACD + IVR Technical manager – hosted by CDSNet, Inc.**

Responsible for co-development of ACD+IVR applications for transit itinerary information systems, day to day upkeep of technical aspects of the automated call distributor and Integrated Voice Response systems during its 8+ year operation of CDSNet's Metrolink Customer Service contact center, including TDD application implementation and development.

**Orange County Transportation Authority ACD + IVR Technical manager – hosted by CDSNet, Inc.**

Responsible for co-design, upkeep and add-ons of Contact Center Automated Call Distributor + Integrated Voice response system for Orange County Transportation bus-systems, including TDD application(s), day to day supervision and upkeep of all technical related devices to the contact center including reporting servers, call recording systems and agent desktop workstations.

**Service Authority for Freeway Emergencies (SAFE)**

Worked with SAFE and local CHPs in the inception of the country's first privatized callbox answer center for San Diego County. Later developed SAFE contact center application(s) for SAFE Santa Barbara and SAFE Capitol Valley including Wide Area Networks (WAN) into 7 different CHP Communication Centers via Virtual Private Network(s) (VPN).

**Awards and Recognition****Zeacom Technologies**

2006 Contact Center Design of the Year Award



**Education**

UCLA – Bachelor of Arts,  
Business Economics

Notary Commission –  
January 2005 - 2013

**Project Management****Interactive  
Reporting Systems  
Development****Advanced  
Accounting and  
Budgetary  
Responsibilities****Bank Item  
Processing Systems  
Management****Cash Management****Human Resources****Experience****CDSNet, Inc. – Operations VP / Controller 1/1997 – 8/2004  
9/2008 – Present (returned part-time 9/2008 as project manager)**

- Manage all aspects of accounting department and support staff
- Cash forecasting, control and administration of operating budgets
- Development of interactive reporting systems, relational data bases and accounting systems – information security and control
- Human Resources oversight
- Government contract operational and budget oversight – projects with a variety of City Departments of Transportation, including LADOT – Cityride, Metrolink Customer Service Call Center, OCTA Customer Service Call Center, BART Ticket Booth staffing and customer service, Smart Shuttle LADOT/SCAQMD smart card demonstration project, and LAWA curbside management. Private sector business including bank item processing systems management, smart card technologies, data processing and information management
- General office managerial duties, ensuring excellence in customer and client relations
- Acquisition of new locations and complete functional set-up and integration into corporate structural design
- Cash management of retail locations - \$2 million/month, 40K transactions/month – credit card sales, cash sales, online sales
- Proposal writing and presentation for government bids

**Rothenberg Sawasy Architects, Inc. – Controller/Associate  
9/2004 – Present (part-time starting 9/2008)**

- Manage accounting dept of 4 and member of firm's Associate oversight committee
- Functional areas, include G/L, A/R, A/P, Payroll, Billing, Credit and Collections
- Commissions, Purchasing & Inventory Control
- Monthly, quarterly and year-end financial statements
- Operating and other management reports
- Develop and administer budgets and projections
- Compare financial performance against budgets
- Establish, monitor and enforce policies and procedures
- Review financial results with management team
- Insurance Administration, Liability, 401K, etc.
- Promote teamwork with other members of Accounting Department and/or other operating departments to accomplish objectives.
- Direct and train members of the Accounting Department, and provide feedback needed to assist them in completing their tasks.
- Oversee Human Resources function – benefit management, hiring, termination, reviews, policy adherence
- Analysis and reporting of key statistical data related to direct labor utilization and project profitability at both job and company level. Maintain/implement software reporting/data capture structure
- Facility equipment maintenance monitoring/repair and utilization report generation
- Office administration responsibility including staffing, policy making – maintain procedural integrity of data flow/safekeeping
- Oversee Facility Management System software data base including customization to meet statistical data analysis and project manager information needs

**Arnold Stengel and Company****1995 – 1997**

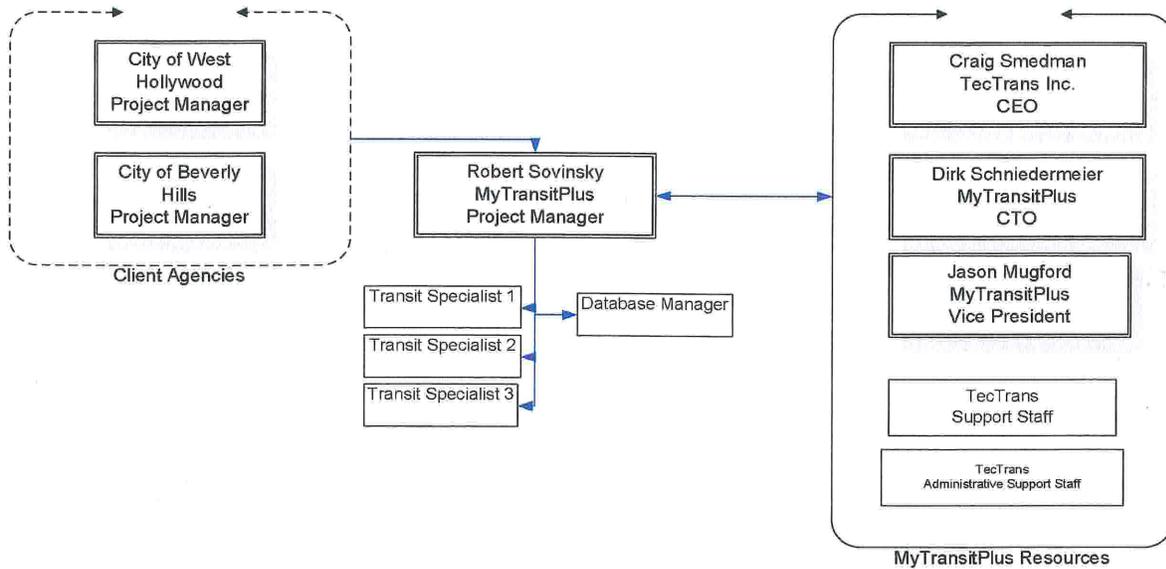
- Client compilations, forensic accounting projects for use in litigation
- General preparation of client records for tax returns
- Client investment tracking and performance reporting, including participation/holdings in LLC's/LLP's and secondary businesses
- Primary client base consisted of physicians/medical facilities






Organization Chart

Figure 1



### 3. Operating Methodology

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#### Project Understanding

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The Taxi Coupon Subsidy Program for West Hollywood and Beverly Hills is similar to the Cityride program MyTransitPlus operates for the City of Los Angeles, but with the following key differences:

1. **Size of User Base** – The Cityride program has more than 80,000 active participants, while the combined total of West Hollywood and Beverly Hills is 4,500.
2. **Frequency of Distribution** – The West Hollywood/Beverly Hills program distributes monthly.
3. **Limitations for Amount of Subsidy** – For the West Hollywood/Beverly Hills program, some users are eligible to receive up to three books per month depending on eligibility.
4. **Limitation for Total Scrip** – The West Hollywood/Beverly Hills program has a budget limit which can mean that some orders may not be fulfilled in some months. Clients not receiving scrip in a given month will receive priority in subsequent orders.
5. **Scrip/Payment Processing Responsibilities** - The contractor receives the used scrip, processes the scrip and trip tickets, validates invoices from taxi companies against the data collected then pays the taxi companies directly.

The Company proposes to use a customized version of the software program currently in use for the Cityride Program. The differences between the projects, along with different methods for tracking scrip require some changes to the procedures and processes built into the software developed for the Cityride program. The core of the application, which focuses on providing enhanced tools for customer services and transaction tracking, will remain the same.

#### Project Management

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The proposed Project Manager for the Taxi Coupon Subsidy program, Mr. Robert Sovinsky, has extensive experience with both the Cityride program and with fare media sales and distribution in general. During his years with the Company, Mr. Sovinsky has designed highly controlled and efficient programs that featured tight audit controls, process designs focusing on inventory control and first-class customer service. His role with the Taxi Coupon Subsidy Program will be extremely active, participating in the staffing of the program, training staff candidates, designing the minutiae of daily task definitions and service monitoring, as well as overall reporting and working with the Cities.

#### Quality Assurance

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Contract performance is compared each month to contract standards and acceptable quality levels. A variety of inspection methods to evaluate performance are used and modified as needed, including:



- **Senior Staff and Management Involvement** – Weekly project status meetings are held, involving project managers, senior staff and management. These meetings provide project managers the opportunity to familiarize themselves with new technologies and processes available to them and give management a detailed update on all issues being addressed on a project level. These meetings provide a forum for reviewing project performance, identifying issues that may be emerging and arriving at strategies to eliminate problems.
- **Random Sampling** – this is performed on tasks that are routine and homogeneous such as payment processing, batching, deposits, etc.
- One hundred percent inspection of output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to ensure a sufficient evaluation of performance – this is performed on tasks that require judgment, or have variable outcomes.
- Review of reports and files.
- Validate complaints from contractors and or administrative staff, or other related agencies.

MyTransitPlus uses the above methods of Quality Assurance to ensure all performance standards are met. Contract guidelines are maintained in a Contract Binder, which delineates all standards required by the client. Detailed reports of operational compliance with standards are maintained and reported by the contractor on a monthly basis.

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## Operations Flow

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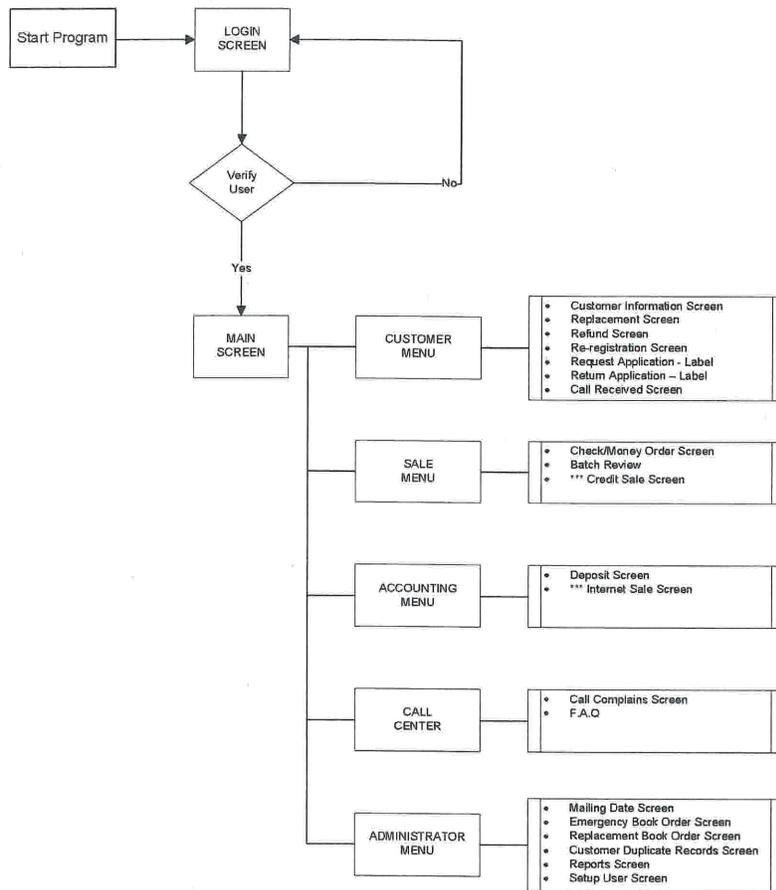
The basic Customer Service and Fulfillment software, developed by MyTransitPlus for the Cityride project will be the core of the software used for the West Hollywood/Beverly Hills Taxi Coupon Subsidy Program. The flow of work is clearly seen in the main menu for the software:



Main Menu Flow

Figure 2

Cityride 2000 – Main Screen





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## Eligibility and Enrollment

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The Taxi Coupon Subsidy Program uses self documentation as the basis for eligibility and enrollment. When a caller wishes to enroll in the program, his address will be geo-coded to identify which city program he might be eligible for and the enrollment package will be mailed to him. Upon receipt of the enrollment package, the client will have the necessary forms and documentation prepared, returning them to the designate P.O. Box. When the Project staff receives registration materials from a client, a new client record is generated, and the address and identity are checked within the system to avoid duplication at that time.

The Transportation Specialist will then review the documents submitted to ascertain the validity of the application and the type of enrollment that the applicant is eligible for. If additional documentation is needed, or if an application does not fulfill the requirements for the program, a letter detailing the reasons is automatically generated and mailed to the applicant. If the applicant subsequently submits documents that fulfill the requirements for the program, the data are entered into the client record and the client is then activated. All applicant data are held in the database, which means if an applicant is found to be ineligible and subsequently applies with changed circumstances, the record shows the changes.

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## Scrip Sales

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Orders for Taxi Coupons (Scrip) will be processed daily in batches of 25. Individual orders are received and picked up from the assigned P.O. Box each day by the MyTransitPlus messenger. West Hollywood clients will pay \$6.00 per book, while Beverly Hills clients will pay \$8.00 per book. Order envelopes are opened and sorted into several categories:

- \$6.00 Orders
- \$8.00 Orders
- Applications
- Rejection Letter Responses
- Problem Mail

\$6.00 and \$8.00 orders are put into batches of 25. Transportation Specialists pick up a new batch to process from the Batches to Be Processed box, sign the Batch Log, and take the batches to their workstations to be processed.

The Transportation Specialist opens a new batch in the software application program. The program generates a batch number automatically. The Transportation Specialist enters the Effective Date of Sale for the batch, which the program adds to each client purchase, and accesses individual client records from the database. The amount of the sale, bank number, and check number is input. When 25 sales have been input, the system closes the batch and automatically opens the Batch Edit



Proposal for  
West Hollywood and Beverly Hills  
Taxi Coupon Subsidy Services Program

screen. When a sale is entered, the software determines if the order is valid, checking the client file for eligibility determination as well as the number of books ordered in the current month.

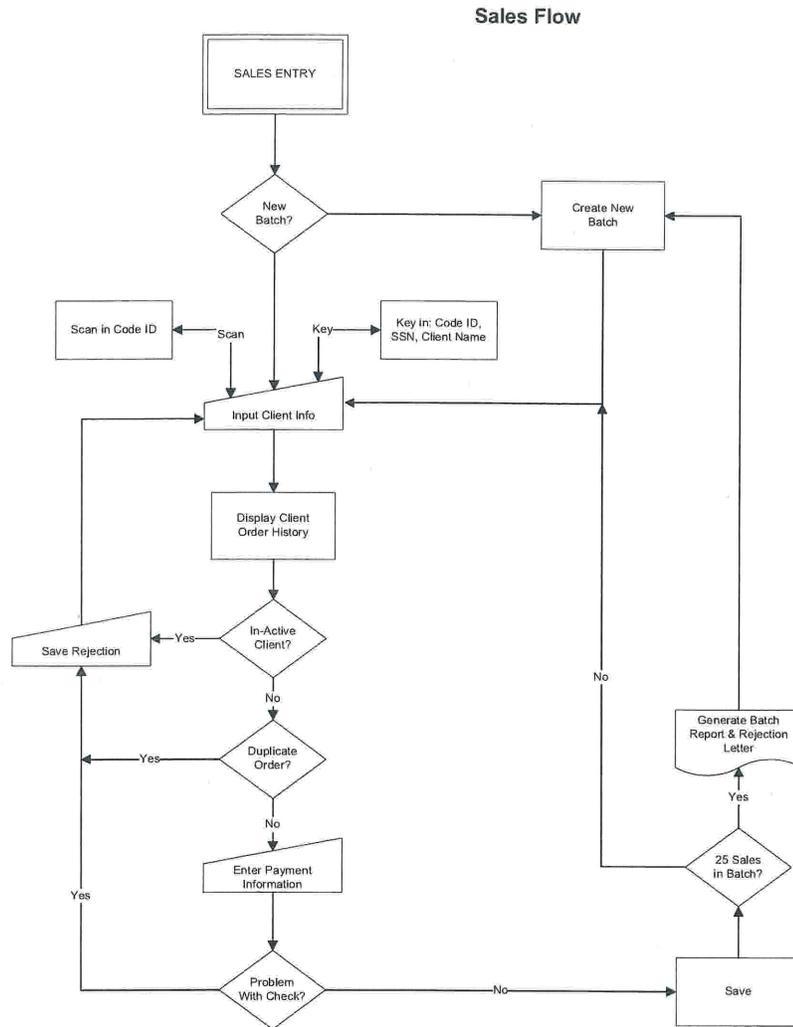
The Transportation Specialists verifies sales information and saves the batch, and the system prints the Batch Detail Report and Bank Deposit Journal.

Scrip Sales Task Flow on the following page.



Scrip Sales Flow

Figure 3





The Sales Entry screen is used by the Transportation Specialist to input Client sales. First is the option to open an existing batch or create a new batch. As described above, Client scrip orders are processed in batches of 25 orders.

Once the batch is opened or created, the Transportation Specialist either scans in the client Code ID that is imprinted on the scrip order form, or, if the scrip order form does not accompany the order, inputs the client Code ID. The program displays the Client Order History.

The Transportation Specialist then physically inspects the order to see if the client check is signed, if the correct amount is entered on the check, and if other corresponding data are correct. If all the required information is present, the Transportation Specialist enters the client payment information. The system then checks to see if the order exceeds the authorized number of orders for the month. If the order is not approved, the Transportation Specialist verifies the input data and saves the record.

If there is missing or errant payment information, or if the order is not approved, then the Transportation Specialist tells the system to print a rejection letter to be mailed to the Client. The rejection is automatically written to a system log file.

When 25 sales have been input, the system closes the batch and automatically opens the Batch Edit screen.

The Transportation Specialist verifies sales information and saves the batch, and the system prints the Batch Detail Report and Bank Deposit Journal. The Transportation Specialist can then go on to process a new batch of orders.



Scrip Sales Flow

Figure 4

Sales Accounting Call Center  
Check or Money Order  
Batch Review  
Credit Card

Sales Order Screen

The screenshot displays the 'Cityside 2001' Sales Order Screen. At the top, there are navigation options: Sales, Accounting, Call Center, Check or Money Order, Batch Review, and Credit Card. The main window is titled 'Cityside 2001 - User: MPP - [Sales by Check or Money Order]'. It features a search bar for Name, SSN, and Code ID. Below this is a 'Client Information' section with fields for Name, City #, and Phone, and separate sections for Home and Mailing addresses. A table of vouchers is visible, with columns for Voucher No., Issue Date, Effective Date, Batch No., Check No., and Amount. To the right, there are sections for 'Type of Batch' (set to 9809), 'Batch and Checks' (with fields for Inactive Level, Customer ID, Number of Checks, Check Amount, Bank Number, and Check Number), and 'Current Purchases' (74) and '# of Remaining Purchases' (26). A 'Sale Rejection' dialog box is open, listing reasons such as 'You did not sign your check or application', 'You did not send the right amount', 'Customer's Note for 60 days has expired, need proof of ADA', and 'You did not order for the last three quarters'. A 'Cityside' error dialog box is also present, stating 'This Client Is In-Active'.

Voucher No.	Issue Date	Effective Date	Batch No.	Check No.	Amount
20032401	2/25/2003 1:51:00 PM	4/1/2003	16-24	733	15.33
20032401F	2/25/2003 1:51:00 PM	4/1/2003	16-66	1617	15.33
20032402	2/25/2003 1:51:00 PM	4/1/2003	16-106	536	15.33
20032405	2/25/2003 1:50:00 PM	4/1/2003	16-77	1799	15.33
20032406A	2/25/2003 1:50:00 PM	4/1/2003	16-40	3235	15.33
20032402J	2/25/2003 1:50:00 PM	4/1/2003	16-49	6499	15.33
20032404L	2/25/2003 1:49:00 PM	4/1/2003	16-71	1439	15.33
20032405G	2/25/2003 1:48:00 PM	4/1/2003	16-68	7818	15.33
20032404B	2/25/2003 1:48:00 PM	4/1/2003	16-66	6880	15.33
20032402S	2/25/2003 1:48:00 PM	4/1/2003	16-66	1145	15.33
20032402B	2/25/2003 1:47:00 PM	4/1/2003	16-123	962	15.33
20032400B	2/25/2003 1:47:00 PM	4/1/2003	16-41	123	15.33
20032405O	2/25/2003 1:46:00 PM	4/1/2003	16-71	1217	15.33
20032403L	2/25/2003 1:46:00 PM	4/1/2003	16-66	2054	15.33
20032409O	2/25/2003 1:46:00 PM	4/1/2003	16-71	6907	15.33
20032409C	2/25/2003 1:45:00 PM	4/1/2003	16-71	3482	15.33
20032409B	2/25/2003 1:45:00 PM	4/1/2003	16-66	6170	15.33
20032400D	2/25/2003 1:45:00 PM	4/1/2003	16-66	4959	15.33
20032403J	2/25/2003 1:45:00 PM	4/1/2003	16-71	2219	15.33
20032406C	2/25/2003 1:37:00 PM	4/1/2003	16-24	6417	15.33
20032406E	2/25/2003 1:35:00 PM	4/1/2003	16-71	6740	15.33

Sales Flow



## Bank Deposit

Once batches are completed, the Project Manager will review the batch reports and prepare the Bank Deposit. Each day's batch reports and copy of the deposit slip will be transmitted to the respective Cities. MyTransitPlus currently uses "Remote Capture" to submit checks for deposit. Remote Capture allows an authorized user to scan checks that have been prepared, balancing the deposit against the deposit slip prepared in advance, correcting any mis-reads then submitting the images directly for deposit. This process eliminates the cost of armored car pickups and means that funds are deposited into the nominated accounts directly. This process also helps to eliminate errors on the bank's part.

Batch Review Screen

Figure 5

- Sales
- Accounting
- Call Centre
- Check or Money Order
- Batch Review
- Credit Card

### Batch Review Screen

VoucherID	PaymentID	VoucherName	CustomerID	UserID	BatchID	BankNumber	CheckNumber	Amount
678452	282192	2003270DB	76DB	55	9797	15-4123	684	6.37
678453	282184	2003259AA	8AA8	55	9797	15-4123	1148	6.37
678461	282188	2003264C3	64C3	55	9797	30-7162	0269	6.37
678455	282198	2003232GE	33GE	55	9797	30-7162	0202	6.37
678456	282200	200325490	5490	55	9797	15-66	628	6.37
678457	282202	2003200H	00H	55	9797	30-7162	1060	6.37
678490	282204	200320657	0657	55	9797	15-4164	655	6.37
678459	282206	2003259E6	59E6	55	9797	15-21	691	6.37
678461	282210	200327E0	7E0	55	9797	30-7162	0383	6.37
678462	282212	200326167	6167	55	9797	15-66	255	6.37
678464	282216	200326E1	6E1	55	9797	15-4164	740	6.37
678465	282219	200323L43	3L43	55	9797	30-7162	0225	6.37
678465	282220	2003279D	79D	55	9797	15-9599	491	6.37
678466	282234	2003270K0	70K0	55	9797	30-7162	182	6.37
678468	282236	200324432	4432	55	9797	15-66	115	6.37
678473	282234	2003256C1	56C1	55	9797	30-7416	520	6.37
678475	282230	200325960	5960	55	9797	30-7162	430	6.37
678476	282246	2003279E	79E	55	9797	15-9599	294	6.37
678481	282260	200322E20	2E20	55	9797	15-4123	623	6.37
678483	282264	200322E1L	2E1L	55	9797	15-4123	628	6.37
678485	282266	200323282	3282	55	9797	15-4123	547	6.37
678487	282262	2003234F0	34F0	55	9797	15-4164	722	6.37
678488	282284	20032349E	449E	55	9797	15-66	741	6.37
678490	282268	200326E6	6E6	55	9797	15-66	176	6.37
678491	282270	2003263A	63A	55	9797	15-66	1109	6.37
678493	282274	200326N3L	6N3L	55	9797	15-66	280	6.37
678494	282276	200326N3B	6N3B	55	9797	30-7127	0760	6.37
678495	282280	200322N4B	6N4B	55	9797	15-9448	683	6.37
678497	282282	200323394	3394	55	9797	30-7162	203	6.37
678498	282284	200329M4C	9M4C	55	9797	30-7162	1101	6.37

## Batch Review



Deposit Screen

Figure 6

- Accounting
- Call Center
- Deposit
- Internet Sales
- Refund request

Deposit Screen

Citywide 2001 User: ALM - [Deposits Checks, Money Orders Or Credit Cards] - [F1] [X]

File Customer Sales Accounting Call Center Administrator LOGOT - [F1] [X]

Batched Deposit Totals: From 2/25/2003 To 2/25/2003

Batch Number	User ID	Batch Open	Batch Close	Batch Type	Effective Date	Total Ecol.	Posting Date	Tracer Number	Report Number
9797	10	02/25/2003	04/01/2003	100	02/25/2003	0			
9799	15	02/25/2003	04/01/2003	100	02/25/2003	0			
9800	72	02/25/2003	04/01/2003	100	02/25/2003	0			
9801	4	02/25/2003	04/01/2003	100	02/25/2003	0			
9802	55	02/25/2003	04/01/2003	100	02/25/2003	0			
9803	15	02/25/2003	04/01/2003	100	02/25/2003	0			
9804	4	02/25/2003	04/01/2003	100	02/25/2003	0			

Batch Information: 9797

Batch Price: \$6.00  
Number of Entries: 100  
Total Postage: \$37.00  
Item Total: \$600.00  
Total Amount: \$637.00  
Annual Posting Total: 1,000,000

BATCH DETAIL

Voucher No.	Issued Date	Effective Date	Bank No.	Check No.	Amount
30030008	12/25/2002 8:00:00 AM	4/1/2003	164123	184	6.37
30032845	12/25/2002 8:04:00 AM	4/1/2003	164123	1149	6.37
30032402	12/25/2002 8:04:00 AM	4/1/2003	207182	0236	6.37
30032102	12/25/2002 8:04:00 AM	4/1/2003	997162	0202	6.37
30032409	12/25/2002 8:04:00 AM	4/1/2003	164123	920	6.37
30032028	12/25/2002 8:04:00 AM	4/1/2003	397162	1090	6.37
30032097	12/25/2002 8:04:00 AM	4/1/2003	164184	650	6.37
30032596	12/25/2002 8:06:00 AM	4/1/2003	164123	681	6.37
30032702	12/25/2002 8:06:00 AM	4/1/2003	997162	0393	6.37
30032467	12/25/2002 8:06:00 AM	4/1/2003	164123	255	6.37
300326E1	12/25/2002 8:06:00 AM	4/1/2003	164184	743	6.37
30032343	12/25/2002 8:06:00 AM	4/1/2003	997162	0228	6.37
30032250	12/25/2002 8:06:00 AM	4/1/2003	164123	491	6.37
30032700	12/25/2002 8:06:00 AM	4/1/2003	307162	152	6.37
30032849	12/25/2002 8:07:00 AM	4/1/2003	164123	115	6.37

Batched Deposit Totals: From 2/25/2003 To 2/25/2003

BatchID	BatchOpenDate	BatchCloseDate	EffectiveDate	TotalEcol	CheckDate	TracerNum
9797	2/24/2003	4/1/2003	100	2/24/2003 11:16:00 AM	0	
9799	2/24/2003	4/1/2003	100	2/24/2003 11:16:00 AM	0	
9798	2/24/2003	4/1/2003	100	2/24/2003 11:16:00 AM	0	
9796	2/24/2003	4/1/2003	100	2/24/2003 11:16:00 AM	0	
9795	2/24/2003	4/1/2003	100	2/24/2003 11:16:00 AM	0	
9794	2/24/2003	4/1/2003	100	2/24/2003 11:16:00 AM	0	

Batch Information: 9791

Batch Price: \$6.00  
Number of Entries: 100  
Total Postage: \$28.75  
Item Total: \$600.00  
Total Amount: \$628.75  
Annual Posting Total: 1,000,000

BATCH DETAIL

Voucher No.	Issued Date	Effective Date	Bank No.	Check No.	Amount
30032814	2/24/2003 9:21:00 AM	4/1/2003	164123	2400	6.37
30032891	2/24/2003 9:21:00 AM	4/1/2003	307162	0300	6.37
30032878	2/24/2003 9:27:00 AM	4/1/2003	397162	0201	6.37
30032865	2/24/2003 9:28:00 AM	4/1/2003	164123	1646	6.37
30032852	2/24/2003 9:28:00 AM	4/1/2003	164123	1645	6.37
30032839	2/24/2003 9:28:00 AM	4/1/2003	164123	1644	6.37
30032826	2/24/2003 9:28:00 AM	4/1/2003	164123	1643	6.37
30032813	2/24/2003 9:28:00 AM	4/1/2003	164123	1642	6.37
30032800	2/24/2003 9:28:00 AM	4/1/2003	164123	1641	6.37
30032787	2/24/2003 9:28:00 AM	4/1/2003	164123	1640	6.37
30032774	2/24/2003 9:28:00 AM	4/1/2003	164123	1639	6.37
30032761	2/24/2003 9:28:00 AM	4/1/2003	164123	1638	6.37
30032748	2/24/2003 9:28:00 AM	4/1/2003	164123	1637	6.37
30032735	2/24/2003 9:28:00 AM	4/1/2003	164123	1636	6.37
30032722	2/24/2003 9:28:00 AM	4/1/2003	164123	1635	6.37
30032709	2/24/2003 9:28:00 AM	4/1/2003	164123	1634	6.37
30032696	2/24/2003 9:28:00 AM	4/1/2003	164123	1633	6.37

1:49 PM 2/25/2003



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## Fulfillment

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Once batches are complete and deposits made, the batch is placed in suspense for two working days. This allows time for the bank to return any items that cannot be collected. If payments are returned, the corresponding batch entry is marked for removal from processing. Each batch can then be processed for fulfillment.

Transportation Specialists will "sign out" a batch using the software application, then scan the bar code on books as they are placed into envelopes for delivery. This process attaches a specific book Security Code to an issue date and the client to whom it is being mailed.

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## Customer Service

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Our experience has taught us that paratransit clients tend to require extensive customer service regarding order status, eligibility processes, and overall program information. MyTransitPlus developed a customer information screen that allows Transportation Specialists to rapidly respond to inquiries from clients completely and accurately. The result of this effort has been a stellar customer service rating from program clients.



Client Complaint Entry

Figure 7

Call Center Administrator LAD  
Complaints Complements  
FAQ's

Client Complaint Entry

Citywide 2001 User: ADM [Calls Received] 2/25/2003 1:38:11 PM

25 Complain Compliment Question Recommendation

Code ID / Name / SSN Date and Time of call

CALL TYPE  
 Complain  Compliment  Recommendation  Other  Question(s)

FOLLOW UP  
 Nothing  Forward to LAGOT  Forward to Supervisor  Trace  Call Back

DISPOSITION  
 Open  Pending  Close

COMMENTS

CALL HISTORY

UserID	IDNumber	EnteredDateTime	CustomerComments	OurComments	Status
13	CRK	4/13/2000 10:13:00 AM	DIAL A RIDE (2) NO PH/FORWARD TO LAGOT		

Clear Comments | Edit | Save | Top

CUSTOMER COMPLAINT CODE

- 1. Complaint - Service
- 2. Complaint - Fare
- 3. Complaint - Driver
- 4. Complaint - Vehicle
- 5. Complaint - Station
- 6. Complaint - Other
- 7. Complaint - Safety
- 8. Complaint - Accessibility
- 9. Complaint - Information
- 10. Complaint - Other

Current Number of Records: Current status: 1:38 PM

Customer Service Complaint Handling Screen



Customer Service Screen

Figure 8

Customer Screen

The screenshot displays the 'Customer Screen' interface. At the top left, a menu includes 'Customer', 'Sales', and 'Accounting', with sub-options like 'Customer Information', 'Replacement Book Issued', 'Re-Registration', and 'Request for Application'. The main window shows a customer profile for 'SMITH WALLACE' with a 'No-Registration Date' of 2/26/2005. A 'Mailing Address' dialog box is open, showing fields for 'Street Address', 'City', 'State' (CA), and 'Zip Code'. Below the main window, four error messages are displayed in 'Citywide' windows: 'Print Successfully', 'User Guide Printed', 'Already Register Letter Printed', and 'This Customer Already Exist In The System as Code ID: 58GD Do You Want to View Customer'. Arrows indicate the flow of data and actions between these elements.



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## Taxi Company Invoice Processing

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Taxi companies will submit invoices for trips given on a monthly basis. The invoice will be submitted with the used scrip attached to trip sheets for each trip billed. Separate invoices will be required for each City. Data from trip sheets will be entered into the software application, the number of scrip validated, and the serial numbers on scrip scanned in. Once all trip tickets submitted with an invoice have been entered and scanned, the data from the trip tickets will be used to validate the taxi invoice. Discrepancies, such as invalid scrip, missing scrip, or missing data will be sent back to the taxi companies for correction and a new, corrected invoice will be requested. Each respective City will be notified of any request made for corrected invoices. Once the invoice matches the valid entries, a payment voucher will be generated and paid out of the holding account established for that purpose. A copy of the invoice, along with the substantiating data, will be sent to the respective City along with proof of payment.

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## Replacement Book Processing

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Due to several factors, clients occasionally report they did not receive their ordered scrip. When a client reports failure to receive a scrip order, the Senior Transportation Specialist, following documented procedures, verifies that an order was placed and mailed, verifies that the address information on the client is correct and has not changed, then obtains written documentation from the client that they have not received the ordered scrip. This process, particularly the last step, has significantly reduced the issuance of replacement scrip books for the Cityride Program from 700 down to the current level of 100 replacement books, thus reducing overhead costs. If the order is verified, while the client is responding with written documentation, a tracer request is issued to the Post Office.

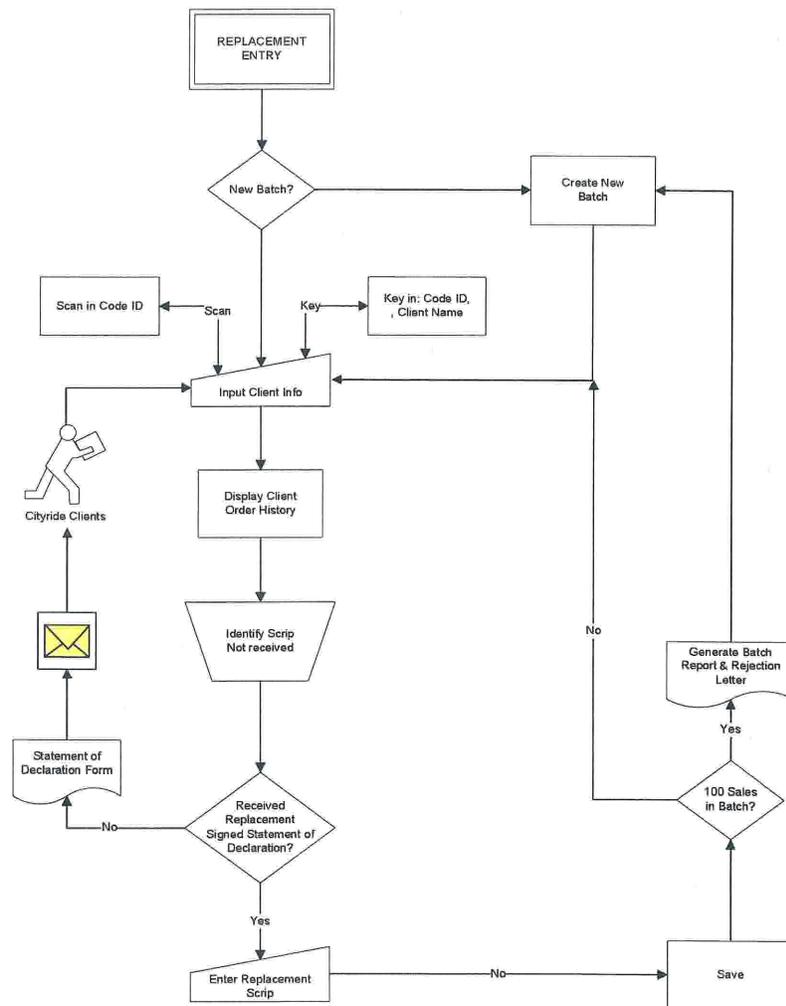
The refinement of this process is an example of how MyTransitPlus Project Management, working closely with LADOT Project Management, constantly monitors the project, identifying potential problems and rapidly implements appropriate actions. The high levels of replacement book requests were first identified by the MyTransitPlus Project Manager in regular meetings with LADOT Project Management, where she also requested authorization to require a written and signed declaration from the client regarding non-receipt of scrip book. The results of this addition to the process were immediate and dramatic. This is an example of how MyTransitPlus staff and management will work with the Cities to enhance the program while containing and reducing program costs.



Replacement Book Process

Figure 9

Replacement Process Flow





Replacement Book Processing

Figure 10

Replacement Screen

- Customer Sales Accounting
- Customer Information
- Replacement Book Issued
- Re-Registration
- Request for Application

The screenshot displays a software interface for processing replacement books. It includes several sections:

- SEARCH BY SSN, LAST NAME OR CODE ID:** Fields for Last Name, Social Security #, and Client ID #.
- Client Full Name, SSN, (Code), Registration Date:** Fields for Client Name, SSN, Code, and Registration Date.
- Home Address and Mailing Address:** Fields for Street Address, City, State, and Zip Code.
- Subsidiary:** A dropdown menu.
- Replacement History Table:** A table with columns: Voucher Number, Issued Date, Effective Date, Batch Number, Batch ID, and Amount.
 

Voucher Number	Issued Date	Effective Date	Batch Number	Batch ID	Amount
189100	04/11/2001	03/01/2001	513	13	0.00
20037090	03/12/2001	04/01/2001	499	14	0.00
20037091	03/08/2001	03/01/2001	430	14	0.00
20037092	03/11/2001	03/01/2001	463	14	0.00
20037093	03/14/2001	03/01/2001	480	14	0.00
- Batch Number, Current Tracer, Remaining Tracer:** Input fields for tracking.
- Issued Tracer Table:** A table with columns: Tracer, Issued Date, Effective Date, Batch, Check, Amount, Status.
 

Tracer	Issued Date	Effective Date	Batch	Check	Amount	Status
13727000	4/11/2001					
13727001						
- Tracer Edit Table:** A table with columns: Voucher No., Customer, Issued Date, Effective Date, Batch No., Check No., Amount.
 

Voucher No.	Customer	Issued Date	Effective Date	Batch No.	Check No.	Amount
20037090	1004	03/05/2001	4/1/2001	TRACER	000	0
20037091	480	03/05/2001	4/1/2001	TRACER	000	0
20037092	398	03/05/2001	4/1/2001	TRACER	000	0
20037093	9445	03/05/2001	4/1/2001	TRACER	000	0
20037094	7952	03/05/2001	4/1/2001	TRACER	000	0
20037095	728	03/05/2001	4/1/2001	TRACER	000	0
20037096	103	03/05/2001	4/1/2001	TRACER	000	0
20037097	7508	03/05/2001	4/1/2001	TRACER	000	0
20037098	8247	03/05/2001	4/1/2001	TRACER	000	0
20037099	401	03/05/2001	4/1/2001	TRACER	000	0
20037100	428	03/05/2001	4/1/2001	TRACER	000	0
20037101	044	03/05/2001	4/1/2001	TRACER	000	0
20037102	088	03/05/2001	4/1/2001	TRACER	000	0
20037103	1300	03/05/2001	4/1/2001	TRACER	000	0

Replacement Screen



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## Application Documentation Imaging and Storage

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All newly approved applications are scanned for CD-ROM storage. New applications and additional documentation are entered into the program and a scan cover page is generated by the system. The scan cover page is used to identify the documents and "attach" them to a client record. The Transportation Specialist puts the scan cover page on top of the incoming application and physically places both in the "Ready To Scan" box for immediate scanning, and subsequently the documents are destroyed.

On a daily basis, a specific Transportation Specialist is assigned to perform the scanning task. The Transportation Specialist puts the combined cover pages and new applications into batches, turns on the scanner and runs the Adobe Capture program on the dedicated scanning workstation. In Capture, the Transportation Specialist opens a new scan batch, scans the batch of applications, and closes the batch, saving the scanned documents to the workstation hard disk.

All batches are then verified to make sure the Adobe software has correctly recorded indexing information from the cover page. These data are required to retrieve the scanned application later. The Transportation Specialist performs edits using the Adobe software and re-saves the scanned documents to the hard disk.

All scanned documents are destroyed subsequent to scanning and verification. The capacity of the scanning software hard disk is sufficient to store applications for one quarter. At the end of each quarter, the Project Manager transfers the data to CD-ROM and the hard disk data is purged.

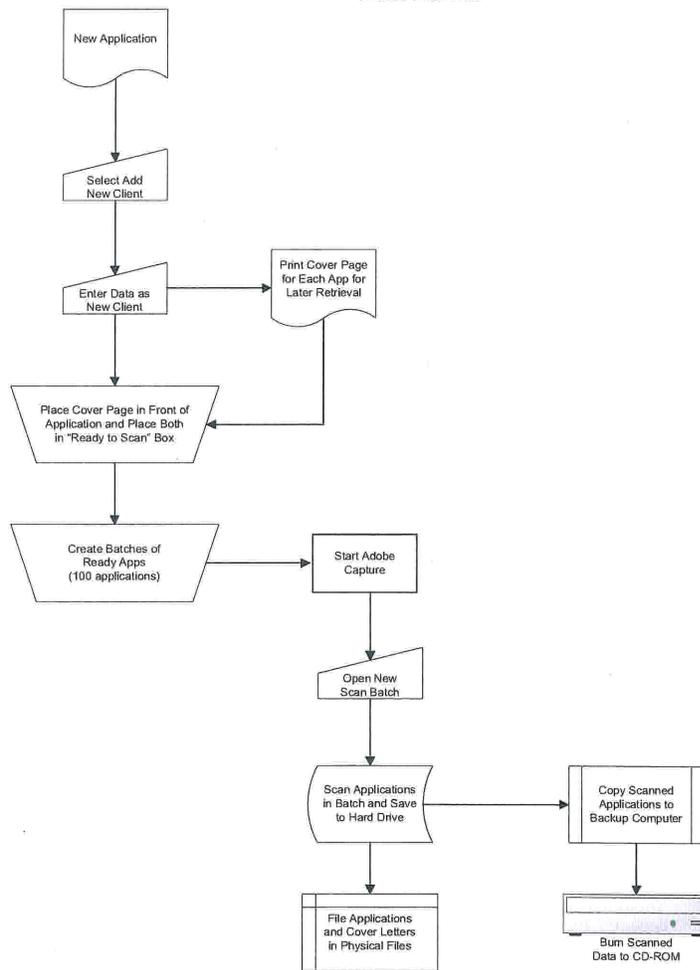
Scanning Applications on the following page.



Application Scanning

Figure 11

Scan Screen





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## Scrip Printing and Inventory Control

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The Company will generate printing orders quarterly for new scrip books, with the order quantity determined by anticipated need for the next quarter, less the on-hand inventory. A safety margin of 15% will be made when calculating the order. Prior to submitting the order, the Company will generate a unique set of Security Codes for the books to be printed. These Security codes, or serial numbers, will be alphanumeric showing the year and date of the order and a serialized number with a randomized offset. The designation for year and quarter will be established out of a randomized combination of letters. This approach makes the security codes seem completely random while, with the proper information to decode them, they contain information needed to avoid fraud and control inventory.

Each scrip within the book will have a serialized number in combination with the book security code, making each scrip unique to the database. In this way, when used scrip is submitted, counterfeit copies of actual scrip can be rapidly identified and investigated.

When an order for scrip books is received, project staff will scan each book in the order and bundle books in batches of 25 for later distribution. The inventory software will record receipt of the books, establishing an on-hand inventory number.

During the course of order fulfillment, batches of books will be signed out, with that data entered on a daily basis. Unused books will be signed back in when batches are mailed out. In this way, the system tracks the location of each scrip book and can generate inventory status reports as well as show books that are redeemed that show as still in inventory for fraud detection purposes.



## 4. Technology Overview

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### Workstations and Servers

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MyTransitPlus rigorously imposes controls on systems deployed to its network to establish the highest levels of performance and eliminate any degradation of performance due to system failures or systems that cause undue load on network resources. The workstations deployed for this project will be current generation Windows XP systems with 17-inch flat-screen monitors. As most of the work is accomplished using the Paratransit Management application, locally operated commercial software will be largely eliminated on these workstations.

The server used for this system will be a Microsoft SQL Server 2000 running under Windows Server 2003. This is the most recent stable release and is compatible with the system used successfully by MyTransitPlus for the LADOT Cityride program for fail-safe backup.

### Network

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The network employed at the MyTransitPlus headquarters employs digitally switched architecture with switches interconnected on a fiber backbone. This approach provides tools that isolate resources for specific projects that require protection (such as the client database for this project) while allowing open access to shared resources that help to contain costs. Due to the Company's 24-by-7 work schedule, the network and key servers are continuously monitored with on-call service agreements in place. Additionally, due to the stringent security and reliability requirements imposed for the bank processing activities that occur at this location, the network undergoes regular and exhaustive audits to attain the highest levels of performance, security and reliability.





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## Telephony

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MyTransitPlus utilizes a NEAX 2400 telephone switch as the heart of its telephony infrastructure. This switch, commonly used to run extremely large operations such as resorts, hotels and municipalities, is commonly rated as the most reliable and flexible digital phone switch in common use. The system features multiple levels of redundancy, extending past hot-swappable boards to dual backplanes and multiple power supplies. When coupled with the Zeacom call management software, it becomes an extremely versatile call center management platform with exceptional call-routing and reporting functions. MyTransitPlus added to the core capabilities of the system, working with Zeacom software, to integrate TDD (Telephone Device for the Deaf) calling into standard voice queues. That means that any agent that is qualified to respond to TDD calls, receives those calls as part of the standard call flow, eliminating the need for standalone TDD devices that often get ignored in the course of business.

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## Staffing Practices

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Hiring efforts for this program will focus on recruiting staff first from the West Hollywood/Beverly Hills area. This approach will yield staff that will be largely familiar with the areas served which is a key component to quality customer service. In addition to geographic familiarity, the focus will be on identifying candidates who have the best communications skills and computer literacy. If this process does not result in identifying qualified candidates from the preferred region fails, then the company will work with its sources in Culver City, Palms and surrounding areas to fill the gap. Further, the Company offers superb additional staffing and hiring resources from its headquarters, so locating qualified applicants is seldom an issue. The benefits afforded to employees include:

- Transit subsidy
- Parking subsidy
- Sick time
- 401K participation
- Life insurance
- Medical insurance
- Dental insurance
- Holiday events
- Paid Holidays



The MyTransitPlus Human Resources Department will interview, investigate, and test any prospective new employees to fulfill staff positions. The hiring process will include:

- Requiring the employment candidate to complete a MyTransitPlus employment application
- Conducting an interview of the candidate based on the MyTransitPlus employment application
- Requiring the candidate to produce copies of certificates as appropriate
- The administration of a computerized typing test
- Investigation - including reference checking with prior employers/schools - of relevant references
- Validation of applicant language skills

Successful candidates for staff positions will have, at a minimum, six months of clerical experience or a Certificate or Associate of Arts degree in clerical procedures or office administration from an accredited college. In addition, all successful candidates will test with a minimum of 40 keystrokes (net) per minute on the MyTransitPlus administered typing test - certificates will not substitute for this requirement. Bilingual certification/experience will be investigated as required.

The Company proposes to recruit one Transit Specialist from the Cityride project to serve as the foundation for the project staff. In that way we have the benefit of the high level of Customer Service and familiarity with the basic software already in place.

The Company intends to recruit at least four candidates for the three positions on this project. The candidates will undergo a paid training period focusing on developing communications skills, familiarity with the region and the taxi services, and particularly on the needs of the program's clients. During the course of the training program, each candidate will be evaluated regarding performance, skills development and ability to work as part of the team. Sensitivity training will be implemented to address the issues of the client population.

Candidates will be interviewed by Corporate Management during training as part of this assessment as well. At the end of the training period, the top two candidates will be offered assignment to the program. Due to the rapid growth of the Company, other candidates may well be offered other positions within the Company.

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## Supervision

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The Project Manager will be the primary supervisor for project staff. He will review performance reports, sample calls handled, and address any and all complaints received regarding service quality. He will establish work assignments and reporting functions, identifying a lead Specialist who will assist in ongoing task assignments and performance monitoring. The Project Manager will participate in weekly meetings with the Company's senior management and other project managers, providing status reports and working to develop innovative solutions to any issues faced.



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## Record Keeping

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The data associated with the Taxi Coupon Subsidy Program will be fully backed up to digital tape on a monthly basis and placed in secure storage for the duration of the program. Additionally an annual copy of the database will be prepared and submitted to the Cities for record retention purposes. In this way, all records will be maintained in two locations. The database records will include all transactional data, including data related to the application process, all correspondence, scrip sales and trip data. Transactional data will be held online for a period of three years for immediate recall and reporting purposes with older data available on digital tape for recall on an as-needed basis. The images of all documents received from clients will be held in a document database for the term of the program. Upon termination of the program or expiration of the contract, a full digital tape image of the database, and the programs needed for report generation will be generated and kept secure for at least five years after the expiration of the contract or termination of the program.

Used scrip that has been submitted with taxi company invoices will be held in secure storage for a period of five years after termination of the program.

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## Training and Evaluation

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As detailed in the staffing section of this proposal, the training program for candidates will cover all the procedural and technical aspects of program operations, as well as developing the communications and customer service skills needed to perform this program with the highest levels of service excellence. The training program will take two to three weeks to complete and it's expected that we will need at least four candidates to enter the program to yield two staff members with the requisite skills and dedication.

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## Fraud Prevention/Detection

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The Company has worked diligently to identify potential methods of fraud and abuse within the Cityride Paratransit Subsidy program which is similar in type to that employed for the West Hollywood/Beverly Hills Taxi Coupon Subsidy Program. In the course of the 15 years we have worked on these issues, several types of abuse have been identified and subsequently addressed, including:

1. **Re-Order Fraud** – Clients claim to have not received ordered books. We found that asking them to submit a statement in writing, signed by them to the effect that they did not receive books reduced the number of claims by 60%. We also track the number of times a client asks for a replacement book. If requests happen more than once a year we offer to identify a more secure way to receive books. We also track the number of books requested over several years to identify any pattern in these requests. We propose to limit the number of replacement books a patron may receive to no more than two in any two-year period.



2. **Counterfeit Scrip** – During the early days of the program, we saw some counterfeit scrip being generated. Redesigning the scrip, making it difficult to create books that look precisely like real scrip books reduced or eliminated this problem. With the higher quality tracking and reporting available under the new system, counterfeit scrip can be identified quickly and traced back to the driver accepting the scrip.
3. **False Ride Reporting** – In some cases, we have found that taxi drivers worked with friends at Elder Care facilities to acquire valid scrip, then submitted false trip tickets with scrip. The new automated system captures time and location for the beginning and end of each trip which eliminates this practice.

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## Performance Issues – Breaks and Lunches

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During the normal business day, scheduling offsets for lunches and breaks with staggered start times will even out the availability of staff to handle routine call volume and daily tasks.

MyTransitPlus operates a full-featured call center at its headquarters that routinely handles reservations, order taking and emergency service requests. If staff availability for the Taxi Coupon Subsidy Program is low due to illness or unexpected absence, calls can be routed to the call center for triage and message taking, forwarding high priority calls, forwarding requests and messages for lower priority calls. In addition to the standard staff, the Project Manager will also be available to handle tasks and calls, allowing for scheduled time off and vacations.

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## Security of Scrip Books and Payment Process

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On any given day, MyTransitPlus stores in excess of \$200,000 in transit fare media and scrip. Its banking operation can have as much as two to three million dollars in checks to be processed. Secure storage is part of the headquarters overall design with several Secure Storage Vaults built into the structure's design. Used Scrip will be stored in one secure storage area, unused in another. When Transportation Specialists prepare batches for distribution, they will sign out a batch (25) of scrip books with the batch number for distribution and their name. Unused scrip books from batches will be signed back in. The Project Manager and an assigned Transportation Specialist will combine unused scrip books into special batches for later distribution.

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## Description of Facility

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MyTransitPlus proposes to locate Project operations at its headquarters facility. This facility, located at 6053 West Century Boulevard in Los Angeles, was custom designed for the Company three years ago. The facility features high-capacity network and telephony wiring, ergonomic workstation design, and work area layouts that facilitate collaboration while minimizing background noise. All work areas on the floor have access to both the data and voice infrastructure. In addition to work areas, the headquarters facility includes a large, well-appointed training center with connectivity to the network, wireless connectivity, and adjustable lighting and ventilation.



The facility is under 24-hour security, with some projects operating around the clock. The 24-by-7 nature of the Company's business enhances the 24-hour security of the building. In addition to manned security, the floor is covered by video monitoring and secure access limited by area. The role of the Company as a bank processor means that the entire facility undergoes security and process audits on a regular basis as part of the required SAS-70 audit.

Electrical systems connected to the servers and phone switch feature a massive in-line UPS capable of operating those systems as well as the data center climate control up to seven hours. In addition, the center is connected to the building's standby generators.

For the comfort and convenience of employees, the headquarters facility features a large lunch and break room, secure parking and easy access for public transportation. Located less than a mile from Los Angeles International Airport, the neighborhood surrounding the facility is extremely safe and pleasant.



## 5. Program Implementation

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### Experience in Implementing Similar Programs

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The MyTransitPlus management team has implemented several projects of similar scope, over the past 29 years. The size and scope of this project fall well within the Company's experience and resources. In addition to the Cityride program, the Company assumed responsibility for managing the Los Angeles Food Stamps Fiscal Services for Los Angeles County in less than 45 days, developing and implementing GAIN fiscal services for Los Angeles County in 30 days, staffing, training and implementing the Customer Service Call Center for the Orange County Transportation Authority in less than 45 days.

MyTransitPlus executive management and senior staff all participate in the process of finalizing project design, developing training materials, and preparing the workspace for specific projects. Access to such experienced and skilled professionals ensures a comprehensive understanding of the project at all levels within the Company and ensures successful startup of the project. Starting with the project kick-off meeting, continuing through the life of the project, executive management participates in all aspects of project design, implementation and ongoing development. This approach means that all resources necessary to accomplish the goals of the project are available, and that the most innovative approaches are explored thoroughly.

### Coordination with City Management

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MyTransitPlus views the operation of projects, particularly those projects with a customer service component, as a partnership with the client agency. To foster the most effective partnering, the Company works to establish free and open access to information regarding project operations and plans between the client agency and the Company. Together we will develop a highly interactive relationship to explore enhancements and refinements to project policies, operations, and strategies. Creating and maintaining an effective and positive relationship with client agencies is a key factor to ensuring project success. This process starts with the project kick-off meeting and continues with both regularly scheduled project update meetings and ad hoc planning and exploration meetings.





## Direct Coordination – Meetings and Communications

MyTransitPlus proposes to initiate the start-up process with a kick-off meeting that includes all stakeholders. During the course of the kick-off meeting, the tasks involved in startup are discussed in detail, with issues of concern expressed freely. During the course of the kick-off meeting, working groups comprised of interested stakeholders and specialists from MyTransitPlus are formed to address specific areas of concern. For the Taxi Coupon Subsidy Project, the primary working groups will be:

1. **Documentation - Policies and Processes** – This group will walk through the existing policies and processes address recommended enhancements and identify policies that require clarification or adjustment. This group will work during the initial phase to produce a comprehensive policy and procedure document that will be the roadmap for the project. They will continue to meet during the life of the project to evaluate potential enhancements as well as changes in the operating environment that may require adjustments to policies.
2. **Accounting** – This group will review and document the processes involved with sales processing and deposits for scrip purchases, as well as the invoicing and payment to taxi companies. The focus for this group will be on identifying reporting and control aspects of handling scrip and payments, with the goal of complete transparency and accountability. During the life of this project, this working group will meet regularly to review reports, improve processes, and evaluate potential improvements to processes for control.
3. **Service Quality** – During the first phase of start-up, this group will work to refine the sensitivity training and communications skills training approach to be taken with candidates for staff positions. Subsequently, this group will focus on documenting service quality, designing a reporting and review process as part of the quality assurance process. Additionally this group will be responsible for designing customer complaint-handling processes and policies.
4. **Automated System** – The working group for the Automated System will be a long-term working group, focusing on the ways that an automated fare and data collection system would work with the Taxi Coupon Subsidy Project. MyTransitPlus is currently implementing a fully automated system for the Cityride program which is the primary focus for this working group.

Once the start-up phase is complete and the project is in full operation, the Project Manager will schedule monthly meetings with the Cities' Project Manager and such staff as may be deemed relevant to specific subjects. Prior to that meeting, the MyTransitPlus Project Manager will transmit, via email, monthly reports in accordance with the specifications in the Request for Proposals and subsequent reports developed as the project progresses. Additionally, the MyTransitPlus Project Manager will transmit a planned meeting agenda for topics to be discussed at the meeting.

In addition to monthly project review meetings, additional meetings will be conducted as deemed necessary by the Cities, or in response to changes in the program.



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## **NTD Reporting**

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The data needed to generate the National Transportation Database (NTD) Reports will be extracted from the Driver Trip Tickets submitted as part of the invoicing process by taxi companies. Initially all data will be manually entered by Transportation Specialists as part of the daily workload, with key verification of each batch. In this way the data accuracy can achieve over 99.97% accuracy. The Company has performed the data entry and NTD report generating services for Cityride as well as other paratransit subsidy programs. To fulfill the requirements of the NTD reporting, the Company will enter all data received from trip tickets and use that as the basis for the reports.

During the start-up period, MyTransitPlus will propose changes to the format of the Trip Tickets that will allow scanning of the forms, utilizing systems designed for remittance processing under the banking services aspect of the Company. Using the remittance processing system improves both accuracy and throughput of the system, which contains project costs and improves reporting accuracy.

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## **Database Reports**

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Sales and Customer Service activity are both recorded in an SQL database by the software to be used for this project. The structure of the database, combined with the highly refined reporting tools available for this database engine allow MyTransitPlus to generate queries and reports summarizing and detailing activity by a variety of criteria. Monthly activity reports, complaint reports, and performance reports can be extracted from the database rapidly.

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## **Automated Fare Payment**

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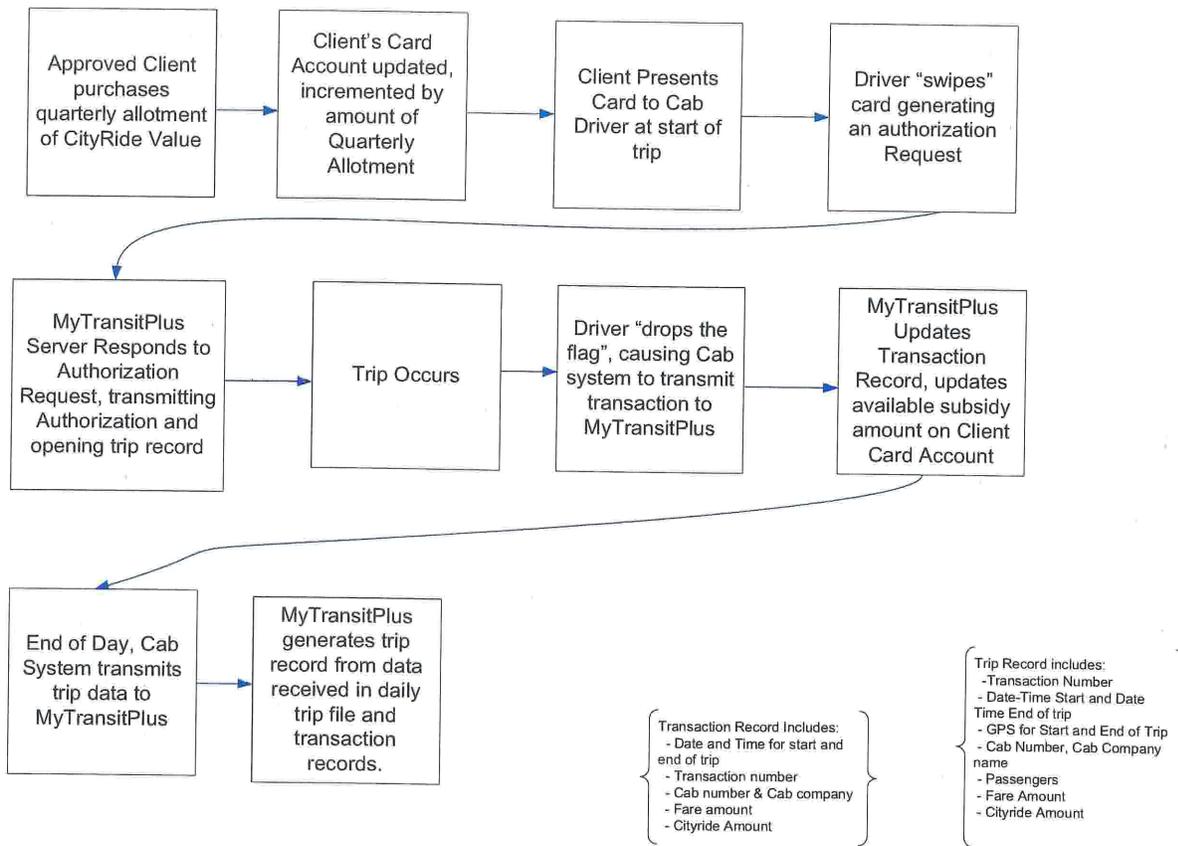
MyTransitPlus has been involved in the design, development and implementation of several automated payment systems for shuttles, paratransit, and fee collection purposes. The Company has extensive experience with smart cards, magnetic-stripe cards, and proximity cards as payment devices, as well as back-office clearing for debit cards and credit cards. Over the course of the past five years, the Company has worked with the Los Angeles Department of Transportation to design and develop an automated fare payment and data collection system for the Cityride program which can be used for their Taxi Coupon Subsidy Program with very minor customization. The system integrates with Taxi Meter and MDT systems onboard taxis and directly clears payment transactions while it collects ride data. The system is currently being implemented for the Cityride program.

An overview of the Cityride Automated System flow is on the next page.



Cityride Automated Payment System

Figure 12





## 6. Proposed Costs

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### Enhancements to Program

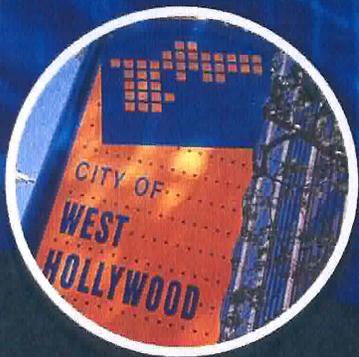
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The primary cost driver for this project is labor. MyTransitPlus headquarters is located in the City of Los Angeles, so labor rates are set to that city's Living Wage Ordinance. We currently pay \$12.50 per hour for the equivalent of Transportation Specialists on the Cityride program. If we were allowed to pay at the Los Angeles rate, a savings of almost \$30,000 could be realized immediately. MyTransitPlus is open to discussing this and other cost drivers for this program during the course of contract negotiations or a BAFO (Best and Final Offer) process.

This cost proposal was developed utilizing the extensive experience the Company has with the Cityride program, financial instrument processing, fare media distribution and customer service programs. Careful analysis of each line item within this program allowed us to reduce costs to the quote contained in this program. We take this opportunity to bring your attention to the fact that MyTransitPlus has never been found in default of contract, neither has it exceeded contract budgets or required additions to budgets for contracted scope of work.

# Proposal for West Hollywood and Beverly Hills Taxi Coupon Subsidy Services Program

## Forms



**mytransitplus**

PROPOSAL FORM I

A. GENERAL INFORMATION

1. Name of the Organization: MyTransitPlus

3. Organization is a : (circle one)

**Corporation/Partnership/Association or Sole Proprietorship**

4. Organization's Address and Telephone Number:

6053 West Century Blvd, 9th Flr, Los Angeles, CA 90045

Phone: 310.981.9500 Fax 310.981.9501

4. Name, Title, and Telephone of the Organization's Authorized Representative:

Dirk Schniedermeier, CTO, 310.981.9500

5. Organization's Credit References are: (attach names, addresses and telephone numbers to at least two, including the organization's bank):

**a.** SCI Companies, 4224 W. Henderson, Tampa, FL, 33629, Michelle Williams, 800-444-6211

**b.** Arco, P.O. Box 70887, Charlotte, NC, 28272, Tim McGraw, 800-326-3675

**c.** Fifth Third Bank, 1000 Town Center #1400, Southfield, MI 48075, Andrew Arton, 248-603-0689

6. City business license numbers:

Beverly Hills Pending West Hollywood Pending

7. Client list - Complete Form II.

8. Declaration of Non-Collusion

The undersigned certifies under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to himself any advantage over other bidders.

B. BID

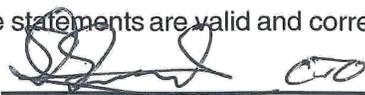
The undersigned being cognizant of the pages, documents, and attachments contained herein agree to provide the Cities with the services described in the bid specifications and Agreement documents. Forms IV-1 through IV-3 are considered the bid cost proposals and Agreement rates for the service. The stated bid shall be firm for a period of 180 days from the date shown below.

C. ARAB LEAGUE BOYCOTT OF ISRAEL RESTRICTION

The undersigned certifies that it does not honor the Arab League boycott of Israel.

Under penalty of perjury, I declare that the above statements are valid and correct.

3/12/2009  
Date

 CTO  
Authorized **Signature/Title**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized **Signature/Title**

CLIENT LIST

FORM II

1. **Firm Name:** City of Los Angeles, Department of Transportation  
**Street:** 100 S. Main St. 10th Fl., City Mail Stop #725  
**City, State, Zip:** Los Angeles, CA 90012  
**Contact Person:** Maryann Delkhaste  
**Telephone:** 213.928.9777  
**Length of Service:** 9/1992 to Present  
Month/Year Month/Year

2. **Firm Name:** Los Angeles World Airports  
**Street:** Landside Operations Division - LAX 7301 World Way West, PO Box 92216  
**City, State, Zip:** Los Angeles CA, 90045  
**Contact Person:** Dave Evans  
**Telephone:** 310.646.2250  
**Length of Service:** 6/1997 to Present  
Month/Year Month/Year

3. **Firm Name:** Bay Area Rapid Transit District  
**Street:** 300 Lakeside Drive, 18th Floor  
**City, State, Zip:** Oakland, CA 94612  
**Contact Person:** Julie Yim  
**Telephone:** 510 464 6106  
**Length of Service:** 9/1996 to Present  
Month/Year Month/Year

4. **Firm Name:** San Diego SAFE Authority  
**Street:** 9167 Chesapeake Drive  
**City, State, Zip:** San Diego, Ca 92123  
**Contact Person:** Edward Steven "Eddie" Castoria, M.A., J.D.  
**Telephone:** 1 858-279-1299  
**Length of Service:** 3/1995 to Present  
Month/Year Month/Year  
 (Use additional sheets, if necessary)

**COST COMPONENTS FORM IV-1**

This form identifies the key cost components for the Taxi Coupon Program Administration. This cost information will be used in the evaluation of proposals, and at a later date as additional data to document the costs. Please list all categories of expenses on this sheet, and provide a breakdown of these categories on a separate sheet.

Budget Justification -West Hollywood Taxi Coupon Program Administration Costs

Contractor: MyTransitPlus

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>1. Total Personnel Costs (Form IV-1A)</b>	\$ 101,706.13	\$ 101,761.97	\$ 104,814.83	\$ 107,959.27	\$ 111,198.05	\$ 114,533.99	\$ 641,974.24

<b>2. Administrative Costs (Describe Components)</b>	\$ 11,226.60	\$ 11,238.48	\$ 11,250.72	\$ 11,263.32	\$ 11,276.30	\$ 11,289.67	\$ 67,545.09
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<b>3. Subcontractors/ Consultants</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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<b>4. Printing Services</b>	\$ 13,200.00	\$ 13,596.00	\$ 14,003.88	\$ 14,424.00	\$ 14,856.72	\$ 15,302.42	\$ 85,383.01
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<b>5. Re-Registration</b>	\$ 4,197.60	\$ -	\$ -	\$ 4,586.83	\$ -	\$ -	\$ 8,784.43
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<b>A. Subtotal Administration Cost Components (Lines 2+3+4+5)</b>	\$ 28,624.20	\$ 24,834.48	\$ 25,254.60	\$ 30,274.15	\$ 26,133.02	\$ 26,592.09	\$ 161,712.53
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<b>B. Total Administration Costs: (Line 1 + A)</b>	\$ 130,330.33	\$ 126,596.45	\$ 130,069.42	\$ 138,233.42	\$ 137,331.07	\$ 141,126.08	\$ 803,686.77
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**Other Line Item Costs**

<b>6. Other (Describe Components)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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<b>7. Gen. &amp; Admin. Exp</b>	\$ 9,953.08	\$ 10,805.03	\$ 11,117.59	\$ 11,852.35	\$ 11,771.14	\$ 12,112.69	\$ 67,611.89
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<b>8. Profit</b>	\$ 9,362.00	\$ 9,160.26	\$ 9,425.25	\$ 10,048.16	\$ 9,979.31	\$ 10,268.87	\$ 58,243.85
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<b>9. Other Costs (Describe Components)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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<b>10. TOTAL COSTS (Sum Lines B+6 thru 9)</b>	\$ 149,645.41	\$ 146,561.74	\$ 150,612.27	\$ 160,133.93	\$ 159,081.52	\$ 163,507.65	\$ 929,542.51
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**COST COMPONENTS FORM IV-2**

This form identifies the key cost components for the Taxi Coupon Program Administration. This cost information will be used in the evaluation of proposals, and at a later date as additional data to document the costs. Please list all categories of expenses on this sheet, and provide a breakdown of these categories on a separate sheet.

**Budget Justification -Beverly Hills Taxi Coupon Program Administration Costs**

Contractor: MyTransitPlus

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>1. Total Personnel Costs (Form IV-1A)</b>	\$ 52,394.07	\$ 52,422.83	\$ 53,995.52	\$ 55,615.38	\$ 57,283.84	\$ 59,002.36	\$ 330,714.00
<b>2. Administrative Costs (Describe Components)</b>	\$ 5,783.40	\$ 5,789.52	\$ 5,795.82	\$ 5,802.32	\$ 5,809.00	\$ 5,815.89	\$ 34,795.96
<b>3. Subcontractors/ Consultants</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>4. Printing Services</b>	\$ 6,800.00	\$ 7,004.00	\$ 7,214.12	\$ 7,430.54	\$ 7,653.46	\$ 7,883.06	\$ 43,985.19
<b>5. Re-Registration</b>	\$ 2,162.40	\$ -	\$ -	\$ 2,362.91	\$ -	\$ -	\$ 4,525.31
<b>A. Subtotal Administration Cost Components (Lines 2+3+4+5)</b>	\$ 14,745.80	\$ 12,793.52	\$ 13,009.94	\$ 15,595.77	\$ 13,462.46	\$ 13,698.96	\$ 83,306.46
<b>B. Total Administration Costs: (Line 1 + A)</b>	\$ 67,139.87	\$ 65,216.35	\$ 67,005.46	\$ 71,211.16	\$ 70,746.31	\$ 72,701.31	\$ 414,020.46
<b>Other Line Item Costs</b>							
<b>6. Other (Describe Components)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>7. Gen. &amp; Admin. Exp</b>	\$ 5,127.34	\$ 5,566.23	\$ 5,727.25	\$ 6,105.76	\$ 6,063.92	\$ 6,239.87	\$ 34,830.37
<b>8. Profit</b>	\$ 4,822.85	\$ 4,718.92	\$ 4,855.43	\$ 5,176.33	\$ 5,140.86	\$ 5,290.03	\$ 30,004.41
<b>9. Other Costs (Describe Components)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>10. TOTAL COSTS (Sum Lines B+6 thru 9)</b>	\$ 77,090.06	\$ 75,501.50	\$ 77,588.14	\$ 82,493.24	\$ 81,951.09	\$ 84,231.21	\$ 478,855.23

## COST COMPONENT BACKUP DOCUMENTATION SUMMARY: City of West Hollywood

All cost proposals shall include the backup documentation used to prepare the Cost Component Form IV. To standardize the responses, please use form IV-A to summarize the various cost line items in each major heading. In addition, provide the assumptions and costs used for each line item on Form IV-I. Each personnel category at a minimum should include: the number of full time equivalents, the annual hours, pay rate, type and cost of benefits (vacation, medical, taxes, holidays) and total cost. Use additional sheets if necessary to provide complete information.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>1. Personnel</b>							
Project Manager	\$ 26,095.40	\$ 26,878.26	\$ 27,684.61	\$ 28,515.15	\$ 29,370.60	\$ 30,251.72	\$ 168,795.73
Transportation Specialist 1	\$ 23,264.84	\$ 23,962.79	\$ 24,681.67	\$ 25,422.12	\$ 26,184.78	\$ 26,970.33	\$ 150,486.53
Transportation Specialist 2	\$ 23,264.84	\$ 23,962.79	\$ 24,681.67	\$ 25,422.12	\$ 26,184.78	\$ 26,970.33	\$ 150,486.53
Transportation Specialist 3	\$ 23,264.84	\$ 23,962.79	\$ 24,681.67	\$ 25,422.12	\$ 26,184.78	\$ 26,970.33	\$ 150,486.53
Support Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Database Support Staff	\$ 5,816.21	\$ 2,995.35	\$ 3,085.21	\$ 3,177.77	\$ 3,273.10	\$ 3,371.29	\$ 21,718.92
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>2. Administration</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Space/Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consumable Supplies	\$ 990.00	\$ 990.00	\$ 990.00	\$ 990.00	\$ 990.00	\$ 990.00	\$ 5,940.00
Office Equipment/Purchase							
Rental	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 19,800.00
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 396.00	\$ 407.88	\$ 420.12	\$ 432.72	\$ 445.70	\$ 459.07	\$ 2,561.49
Security	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Coupon Storage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mail Processing System	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage/P.O.Box Rental	\$ 6,540.60	\$ 6,540.60	\$ 6,540.60	\$ 6,540.60	\$ 6,540.60	\$ 6,540.60	\$ 39,243.60
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>3.Subcontractor/Consultant</b>							
Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>4. Printing Services</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing Costs	\$ 13,200.00	\$ 13,596.00	\$ 14,003.88	\$ 14,424.00	\$ 14,856.72	\$ 15,302.42	\$ 85,383.01
<b>5. Re-Registration Process</b>	\$ 4,197.60	\$ -	\$ -	\$ 4,586.83	\$ -	\$ -	\$ 8,784.43
<b>6. Other</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>7. General and Administrative</b>							
Overhead	\$ 9,953.08	\$ 10,805.03	\$ 11,117.59	\$ 11,852.35	\$ 11,771.14	\$ 12,112.69	\$ 67,611.89
<b>8. Profit</b>	\$ 9,362.00	\$ 9,160.26	\$ 9,425.25	\$ 10,048.16	\$ 9,979.31	\$ 10,268.87	\$ 58,243.85
<b>9. Other</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Amount</b>	\$ 149,645.41	\$ 146,561.74	\$ 150,612.27	\$ 160,133.93	\$ 159,081.52	\$ 163,507.65	\$ 929,542.51

\* Costs for Office Space/Rent, Insurance, Security, Coupon Storage, and Mail Processing System included in General and Administrative Overhead.

## COST COMPONENT BACKUP DOCUMENTATION SUMMARY: City of Beverly Hills

All cost proposals shall include the backup documentation used to prepare the Cost Component Form IV. To standardize the responses, please use form IV-A to summarize the various cost line items in each major heading. In addition, provide the assumptions and costs used for each line item on Form IV-I. Each personnel category at a minimum should include: the number of full time equivalents, the annual hours, pay rate, type and cost of benefits (vacation, medical, taxes, holidays) and total cost. Use additional sheets if necessary to provide complete information.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>1. Personnel</b>							
Project Manager	\$ 13,443.08	\$ 13,846.38	\$ 14,261.77	\$ 14,689.62	\$ 15,130.31	\$ 15,584.22	\$ 86,955.37
Transportation Specialist 1	\$ 11,984.92	\$ 12,344.47	\$ 12,714.80	\$ 13,096.24	\$ 13,489.13	\$ 13,893.81	\$ 77,523.36
Transportation Specialist 2	\$ 11,984.92	\$ 12,344.47	\$ 12,714.80	\$ 13,096.24	\$ 13,489.13	\$ 13,893.81	\$ 77,523.36
Transportation Specialist 3	\$ 11,984.92	\$ 12,344.47	\$ 12,714.80	\$ 13,096.24	\$ 13,489.13	\$ 13,893.81	\$ 77,523.36
Support Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Database Support Staff	\$ 2,996.23	\$ 1,543.06	\$ 1,589.35	\$ 1,637.03	\$ 1,686.14	\$ 1,736.73	\$ 11,188.54
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>2. Administration</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Space/Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consumable Supplies	\$ 510.00	\$ 510.00	\$ 510.00	\$ 510.00	\$ 510.00	\$ 510.00	\$ 3,060.00
Office Equipment/Purchase							
Rental	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 10,200.00
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 204.00	\$ 210.12	\$ 216.42	\$ 222.92	\$ 229.60	\$ 236.49	\$ 1,319.56
Security	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Coupon Storage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mail Processing System	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage/P.O.Box Rental	\$ 3,369.40	\$ 3,369.40	\$ 3,369.40	\$ 3,369.40	\$ 3,369.40	\$ 3,369.40	\$ 20,216.40
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>3.Subcontractor/Consultant Services</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>4. Printing Services</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing Costs	\$ 6,800.00	\$ 7,004.00	\$ 7,214.12	\$ 7,430.54	\$ 7,653.46	\$ 7,883.06	\$ 43,985.19
<b>5. Re-Registration Process</b>	\$ 2,162.40	\$ -	\$ -	\$ 2,362.91	\$ -	\$ -	\$ 4,525.31
<b>6. Other</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>7. General and Administrative Overhead</b>	\$ 5,127.34	\$ 5,566.23	\$ 5,727.25	\$ 6,105.76	\$ 6,063.92	\$ 6,239.87	\$ 34,830.37
<b>8. Profit</b>	\$ 4,822.85	\$ 4,718.92	\$ 4,855.43	\$ 5,176.33	\$ 5,140.86	\$ 5,290.03	\$ 30,004.41
<b>9. Other</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Amount</b>	\$ 77,090.06	\$ 75,501.50	\$ 77,588.14	\$ 82,493.24	\$ 81,951.09	\$ 84,231.21	\$ 478,855.23

\* Costs for Office Space/Rent, Insurance, Security, Coupon Storage, and Mail Processing System included in General and Administrative Overhead.

**COST COMPONENTS FORM IV-IB**

This form identifies the key cost components for personnel of this program. This cost information will be used in the evaluation of proposals, and at a later date as additional data to document the costs. Please list all major categories of personnel expenses on this sheet, and if necessary, provide a breakdown of these categories on a separate sheet.

City of West Hollywood Taxi Coupon Subsidy Program Administration RFP  
Budget Justification - Personnel Costs Year 1

CONTRACTOR MyTransitPlus

Position Title	Average Monthly Salary	% Time on Program	# Months Employed	Annual Salary Allocation	NonProgram Salary	Total Salary
Project Manager	\$ 5,832.67	33%	12	\$ 23,097.36	\$ 46,894.64	\$ 69,992.00
Transportation Specialist 1	\$ 2,600.00	66.0%	12	\$ 20,592.00	\$ 10,608.00	\$ 31,200.00
Transportation Specialist 2	\$ 2,600.00	66.0%	12	\$ 20,592.00	\$ 10,608.00	\$ 31,200.00
Transportation Specialist 3	\$ 2,600.00	66.0%	12	\$ 20,592.00	\$ 10,608.00	\$ 31,200.00
Database Administrator	\$ 4,333.33	9.9%	12	\$ 5,148.00	\$ 46,852.00	\$ 52,000.00
<b>1. Total Salaries</b>				<b>\$ 90,021.36</b>	<b>\$ 125,570.64</b>	<b>\$ 215,592.00</b>

Fringe Benefit Costs:	Cost Calculation	Program Share	Non Program Share	Total
2. FICA:	7.65%	\$ 6,886.63	\$ 9,606.15	\$ 16,492.79
3. SUI:	1.20%	\$ 1,080.26	\$ 1,506.85	\$ 2,587.10
4. Worker's Compensation:	2.17%	\$ 1,953.46	\$ 2,724.88	\$ 4,678.35
5. Medical Insurance:		\$ 1,269.30	\$ 1,364.46	\$ 2,633.76
6. Other (Detail): <i>FUI</i>	0.55%	\$ 495.12	\$ 690.64	\$ 1,185.76
7. Total Benefits (Sum Lines 2 thru 6)		\$ 11,684.77	\$ 15,892.98	\$ 27,577.75
8. Total Personnel Costs (Sum Lines 1 and 7)		\$ 101,706.13	\$ 141,463.62	\$ 243,169.75

**COST COMPONENTS FORM IV-2B**

This form identifies the key cost components for personnel of this program. This cost information will be used in the evaluation of proposals, and at a later date as additional data to document the costs. Please list all major categories of personnel expenses on this sheet, and if necessary, provide a breakdown of these categories on a separate sheet.

City of West Hollywood Taxi Coupon Subsidy Program Administration RFP  
Budget Justification - Personnel Costs Year 1

CONTRACTOR MyTransitPlus

Position Title	Average Monthly Salary	% Time on Program	# Months Employed	Annual Salary Allocation	NonProgram Salary	Total Salary
Project Manager	\$ 5,832.67	17%	12	\$ 11,898.64	\$ 58,093.36	\$ 69,992.00
Transportation Specialist 1	\$ 2,600.00	34.0%	12	\$ 10,608.00	\$ 20,592.00	\$ 31,200.00
Transportation Specialist 2	\$ 2,600.00	34.0%	12	\$ 10,608.00	\$ 20,592.00	\$ 31,200.00
Transportation Specialist 3	\$ 2,600.00	34.0%	12	\$ 10,608.00	\$ 20,592.00	\$ 31,200.00
Database Administrator	\$ 4,333.33	5.1%	12	\$ 2,652.00	\$ 49,348.00	\$ 52,000.00
<b>1. Total Salaries</b>				<b>\$ 46,374.64</b>	<b>\$ 169,217.36</b>	<b>\$ 215,592.00</b>

Fringe Benefit Costs:	Cost Calculation	Program Share	Non Program Share	Total
2. FICA:	7.65%	\$ 3,547.66	\$ 12,945.13	\$ 16,492.79
3. SUI:	1.20%	\$ 556.50	\$ 2,030.61	\$ 2,587.10
4. Worker's Compensation:	2.17%	\$ 1,006.33	\$ 3,672.02	\$ 4,678.35
5. Medical Insurance:		\$ 653.89	\$ 1,979.54	\$ 2,633.43
6. Other (Detail): <i>FUI</i>	0.55%	\$ 255.06	\$ 930.70	\$ 1,185.76
7. Total Benefits (Sum Lines 2 thru 6)		\$ 6,019.43	\$ 21,557.99	\$ 27,577.42
8. Total Personnel Costs (Sum Lines 1 and 7)		\$ 52,394.07	\$ 190,775.35	\$ 243,169.42

## EXHIBIT C

### SCOPE OF SERVICES

**BEVERLY HILLS TRANSIT SERVICES**  
CONTRACTOR: MYTRANSITPLUS, INC.  
6053 W. Century Blvd, 9th Floor  
Los Angeles, CA 90045

**Agreement Period: July 1, 2009 –June 30, 2015**  
**Extension Options through June 30, 2018**

MYTRANSITPLUS, Inc. shall administer the CITY's taxi coupon subsidy program to provide transportation services for Beverly Hills residents, in accordance with the terms specified herein.

#### SECTION I

- 1) No service will be provided on the following holidays: New Years Day, Martin Luther King, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day.
- 2) The Contractor for the Taxi Coupon Program will be responsible for the following:
  - a) General program management responsibilities
  - b) Determination of program membership eligibility and registration approval
  - c) Sale and distribution of taxi coupon books (including production and safekeeping)
  - d) Mailing of program literature and program correspondence
  - e) Provide customer service (including handling of complaints) by telephone and mail
  - f) Database program management (including geo-coding, encryption, archiving, and scanning) and record-keeping
  - g) Taxi Coupon trip data entry
  - h) Coordination of taxi cab company service agreements and reimbursements
  - i) Processing of taxi company trip reimbursements
  - j) Preparation of data and reports for National Transit Data Reporting and Audits
  - k) Provide program and statistical reporting
  - l) Financial and statistical accounting and documentation

- m) Monitor customer satisfaction through surveys
  - n) Development and adherence to written administrative/accounting procedures
  - o) Establishment of office security measures to safeguard the handling of funds (checks and money orders), taxi coupon books and confidential information
  - p) Re-registration of all Taxi Coupon Subsidy members to keep database updated
  - q) Coordination of the service with City of West Hollywood
  - r) Administration of electronic transit fare card technology system (may be implemented during the term of the agreement)
- 3) **Program Eligibility Determination and Registration.** The CONTRACTOR is responsible for eligibility determination and registration of clients. City residents interested in becoming a client of the program must fill-out an application and submit it to the CONTRACTOR along with the corresponding required documentation. If the applicant meets all the requirements and provides the necessary documentation, the CONTRACTOR enters the individual's information into the computerized database. Applicants and supporting documentation are scanned and filed by the CONTRACTOR. Upon application approval and data input, the applicant becomes a registered client and can fully participate in the program.
- 4) **Production, Sale, Distribution and Safekeeping of Taxi Coupon Books.** Once applicants become taxi coupon clients, they are eligible to purchase one book of taxi coupons per month, but no more than 12 books a year. Clients with eligible illnesses may receive up to three books per month. A book of taxi coupons is sold at \$6.00 for the Beverly Hills program. The checks/money orders received from clients are deposited by the Contractor each business day. Each book contains 24 taxi coupons and can be used on any City-licensed taxi cab. The security coded books are mailed to the client. The security codes are entered in the client's database file prior to mailing as a tracking and fraud prevention method. The Contractor may subcontract with a printer who can produce the taxi coupons books in a secure environment and within the time constraints prescribed by the City. After the coupon books are delivered to the Contractor, the Contractor verifies and checks them for accuracy then mails them to the clients within the required time period. The Contractor is responsible for the safekeeping of the checks, money orders and coupon books. Any lost or stolen coupon books due to the Contractor's negligence will be charged to them at face value (currently \$24.00). Contractors are required to have a vault to store the taxi coupon books. The Contractor's proposal includes all costs for printing, mailing, and safekeeping of taxi coupon books and other related costs.
- 5) **Security Coded Coupon Books.** The client's taxi coupon book is security coded with a unique alphanumeric number. The security coded coupon was implemented to detect fraud in the program. The Contractor receives the taxi coupon slips with invoicing from the transportation providers (City-franchised Taxi operators). Each of these providers submits invoices each month to the Contractor for payment of reimbursement. The taxi

operators affix the scrip to the Driver Trip Forms. The Contractor is required to provide monthly statistical reports based on the data received from the trips. Contractor will be required to provide a variety of reports, including FTA NTD Reports, indicating the travel patterns as requested by the City.

After the Contractor receives, processes and cancels the used taxi coupons submitted for reimbursement by the participating City-franchised taxi companies, the Contractor is responsible for keeping the canceled scrip in a secured storage facility. The used coupon is kept in the storage facility for up to five years, and shall be made available for inspections and during the annual audits. The Contractor will implement prudent procedures for safeguarding all the taxi coupons and will design and implement a retrieval system of canceled coupons and documentation for future audits.

- 6) **Taxi Coupon Sales and Mailing.** The Contractor shall pay for envelopes, labels, and postage, etc. for the mailing the taxi coupon books to the clients. The volume of coupon book sales varies during each month. It is important that the Contractor sets staffing levels to process the demand for orders within the time period prescribed in the Scope of Work, Section II.13.a.
- 7) **Taxi Coupon Reimbursement Processing and Data Entry.** The reimbursement payments to the taxi companies vary each month and the Contractor shall operate as a pass through system for the City, therefore the reimbursement amounts are not an expense for the Contractor. The Contractor shall set staffing levels to process the data entry and reimbursements, along with the demand for orders within the time period prescribed in the Scope of Work, Section II.15.d.
- 8) **Mailing of Program Literature and Program Correspondence.** The Contractor is required to mail applications or other program information to interested parties. As requested by the City, all newly registered members are mailed the Program information. The City provides the Contractor with Application Forms, Program Guides, newsletters and other informational items. The Contractor is responsible for the creation and mailing of other correspondence associated with processing applications, coupon sales, complaints and upkeep of the database. The Contractor is also required to have an automated mailing system.
- 9) **Customer Service/Complaint Management.** The Contractor is responsible for providing trained personnel to handle a variety of inquiries associated with the taxi coupon program. The Specialists receive complaints and commendations from clients and other callers. The complaints shall be reported to the City in the monthly report. The Project Manager is responsible for investigation of all complaints.
- 10) **Hours of Operation.** The Contractor shall provide facilities and staff for customer service Monday through Friday from 8:00 a.m. to 5:00 p.m., except during the following holidays: New Years Day, Martin Luther King, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day.

- 11) **Telephone Service.** A new Taxi Coupon Program toll free information telephone number will be established. This number must be accessed at no charge from the 323, and 310 area codes. The Contractor is responsible for setting up the telephone system to transfer from the current contractor and for paying the monthly telephone bills. The telephone outgoing messages shall indicate that they are on hold or that the office is closed. The City may provide a recorded greeting or require the Contractor to provide a recording.

The Contractor is responsible for tracking all incoming calls to the taxi coupon program. At a minimum, the call tracking system should have the following capabilities: tracking of call hold times (the time it takes from the point the call enters the queue to the point the member/caller talks to a transit specialist); call times (the time each member/caller spends on the phone talking to a specialist); average call hold times; average call times; number of calls in the queue at any requested time period; and the number of specialists logged on the telephone system to receive calls during any requested time period. Summary reports submitted to the City should include call-tracking data.

- 12) **Training Programs.** The Contractor is required to participate in any special meetings or training programs that may be developed by the City.
- 13) **Database Management (including geo-coding, encryption, archiving, and scanning), and Record-Keeping.** The Contractor is responsible for the development and upkeep of the database containing clients and sales records. The software and computer application the Contractor intends to use shall be thoroughly described in the proposal. The application shall have the capacity to prepare data and reports that will provide FTA NTD reporting information.

Each client record shall have a unique alphanumeric code. This code will be used as the client's I.D. Number. In addition, all records must be geo-coded to verify that the client resides in the City, and for accessing the data to meet reporting requirements. The database must be constantly updated by archiving the data on clients who no longer want to participate in the program. If there is no sales activity during the past two years, the member is notified by a letter sent by the Contractor advising them that they will be placed in an inactive status and their data file will be subsequently archived if they do not notify otherwise.

- 14) **Program and Statistical Reporting.** The Contractor is responsible for providing the City with a variety of reports for the monitoring and evaluation of the Taxi Coupon Program.

The Contractor shall submit to the City the following:

1. Monthly narrative reports on Program activities, progress and problems
2. Monthly, Quarterly, and Annual Statistical Reports
3. Other reports as needed

The Contractor shall prepare monthly invoices that document all monthly expenditures and all charges and revenues collected. Invoices for payment of service shall be prepared in such a form and supported by such copies of invoices, payrolls and other documents as may be required by

the City to establish that the amounts are allowable. All invoices and related records are subject to audit by the City or its representative. Additional documentation of the project will be provided through random monitoring. Authorized representatives of the City will administer the monitoring of invoices submitted. It is the responsibility of the Contractor to ensure the cooperation of all personnel with any operational procedures pertaining to this work.

Examination of documentation submitted may result to the need for changes. The Contractor shall cooperate with the City to establish and improve the system and maintain flexibility so that modifications are implemented immediately.

- 15) **Development and Adherence to Written Administrative/Accounting Procedures.** Scope of Service contains the administrative and accounting procedures established for the Contractor. These processing procedures shall be adhered to by the Contractor. Any changes, additions or deletions to the process must first be approved by the City.
- 16) **Office Security Measures and Safeguards Pertaining to the Handling of Funds, Fare Media and Confidential Information.**
  - a) The Contractor shall provide security to prevent access to computer data, taxi coupons/fare media record files and equipment by unauthorized individuals. Contractor employees are required to be bonded.
  - b) The Contractor shall ensure that coupon books are accounted for and secured from the time it is received from the printer, until the actual delivery to the Post Office for appropriate mailing to clients.
  - c) The Contractor shall have safeguards in place relating to the disposal of any sensitive documents that disclose personal information of taxi coupon registrants. Duplicate registrant applications, documents (copies of Medi-Cal cards, Social Security cards, Driver Licenses, etc.), correspondences, reorder forms and any document containing registrant's confidential information shall be mechanically shredded before they are disposed.
  - d) Any equipment used for the taxi coupon program cannot be shared with the Contractor's other projects, unless approved by the City in writing.
- 17) **Re-registration of all Taxi Coupon Clients.** The Contractor is required to re-register all existing members at the beginning of the contract period and once every four years thereafter, to allow the database to be updated and purged. The purpose of the re-registration is to ensure that all active clients' records are up-to-date and also determine the status of the non-active clients as to which of these clients will continue their taxi coupon program participation, will not continue because they are no longer eligible (due to change of city address, etc.), or no longer interested to stay with the program. The re-registration process will involve the mailing of a letter (with City' approval), asking clients to verify the accuracy of their information that is in the system by affixing their signature on the form provided. If there were any changes in information, members are requested to provide current information by completing the form, as applicable, along with their signature. Clients return completed forms by mail to the Contractor (using a

pre-addressed stamped return envelopes). Upon receipt of the forms by the Contractor, updated information are then inputted on the system, while records of members who are no longer active, eligible or interested in the program, are purged.

- 18) **Implementation of Electronic Fare Card Technology System to Replace the Current Security-coded Coupon Fare Media (Enhancement).** The City may replace the current security coded (paper) taxi coupon book with an electronic fare card system to improve data collection and management, simplify fare payment and reduce fraud, during the term of the agreement. Data collection and management include processing of client information and compiling travel data collected from taxi cab companies. Fare payment entails the replacement of the current coded (paper) taxi coupon book with an electronic system that would facilitate and simplify the collection of fares and expedite the processing of reimbursement requests for all taxi company service providers. It is anticipated that automated fare collection would reduce the possibility of fraud. It is preferred that the Contractor possesses the necessary expertise in the development, implementation and administration of the electronic fare card technology system. Proposers shall include in their response a description of their experience with implementing and administering an electronic fare card technology for the Program.

## **SECTION II PERFORMANCE REQUIREMENTS**

- 1) **Program Administration.** Administration of this program includes processing taxi coupon book order requests, providing service information to the public, handling client questions and problem-solving, financial and statistical accounting and documentation, NTD reporting and the coordination of the service with City of Beverly Hills, in addition to general program management responsibilities.
- a) CONTRACTOR and CITY shall meet monthly to evaluate performance of the system based upon these requirements. If the requirements are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by CONTRACTOR with the concurrence and final decision by the CITY. Should it be found that CONTRACTOR'S performance has contributed to the failure to achieve these requirements, the CONTRACTOR shall take all reasonable actions requested by CITY to correct deficiencies in performance. Should deficiencies persist, CITY may assess monetary penalties.
  - b) CONTRACTOR shall administer the City's Taxi Coupon Subsidy Program to provide supplemental transportation services for eligible residents. Service shall be provided as defined or according to any adjusted requirements established by the City.
- 2) **Customer Relations And Service.** All personnel are responsible for knowledge of the transit services, other City transit programs and the CITY of Beverly Hills and Beverly Hills. Project personnel must maintain a courteous attitude and be diplomatic with residents, answering any client questions regarding this program and other City transit programs, and provide cooperative and helpful responses to inquiries that foster understanding of the Programs and good relationships with the public and City.

- a) All personnel shall be trained to provide excellent customer service and to respond in a professional manner. CONTRACTOR shall be prepared to handle Senior, Disabled, and Russian émigré participants in this service. Spanish/English staff may be helpful, but is not necessary. Sensitivity and awareness of the Gay and Lesbian community is also required.

3) **Telephones.**

- a) The CONTRACTOR shall have a toll free customer service telephone line to provide service information, and client assistance, Monday through Friday, 8:00 a.m. to 5:00 p.m. After hours, including weekends and holidays, the phone line shall have an automated answering system to allow receive basic information and for clients to leave messages.
- b) One phone numbers for both Cities is acceptable.
- c) CONTRACTOR shall provide TDD communications. Comments and complaints may also be received on this number. A record of complaints and their resolution shall be submitted with the Monthly Report. All personnel shall be trained to respond in a professional manner. All staff shall be trained in proper procedures for responding to Russian constituents. The telephone numbers shall be owned by the CITIES' and upon termination of the agreement CITIES reserve all rights to the use of the reservation phone lines and numbers.

4) **Automated Call Directory (ACD) System.** CONTRACTOR shall provide an ACD system capable of the following:

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

5) **Personnel.**

- a) The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine

the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY premises.

- b) The CONTRACTOR shall be solely responsible for the satisfactory work performance of all employees as described by the RFP or any reasonable performance standard established by the CITY. The CONTRACTOR shall be solely responsible for payment of all employees' wages and benefits and subcontractors' costs. Without any additional expense to the CITY, the CONTRACTOR shall comply with the requirements of employee liability, workers' compensation, employment insurance and Social Security. The CONTRACTOR shall hold the CITY harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The CITY shall have the right to demand removal from the project, for reasonable cause, of any personnel furnished by the CONTRACTOR. The CITY must be notified of new hires or reassignments of project personnel.
- c) CONTRACTOR must notify CITY in writing within (2) days of all changes in personnel funded in full or in part by this agreement and of all changes in administrative and fiscal staff having responsibility for this agreement whether or not these positions are directly funded by CITY. CONTRACTOR must notify CITY in writing of all changes in BOARD of DIRECTORS MEMBERSHIP.
- d) Staff must be trained in all operational procedures relating to the system. Training must include techniques for dealing with the public in a helpful and courteous manner, basic information about the service and the Cities of Beverly Hills and Beverly Hills, and sensitivity training.
- e) Project shall have at least three staff positions dedicated 100% to the program, in addition to the Project Manager, to perform the data entry, processing of the coupon book requests, processing payments, processing reimbursements, providing program information to the public, handling client questions and problem-solving, performing fraud prevention activities, processing financial and statistical accounting and documentation in compliance with Federal Transit Administration Regulations. At least one staff person is required to be fluent in speaking, reading and writing of the Russian language.
- f) Employee Salaries. Administrative Staff wages shall be no lower than \$15 per hour without benefits. Probation Salary Wage may start at \$14 per hour. Salaries may exceed the starting hourly rates and annual CPI increases shall be incorporated into the salary structure.
- g) Employee Medical Insurance. CONTRACTOR shall provide to each employee whose compensation is derived in whole or in part from CITY funds under and pursuant to this Agreement, a policy of medical insurance coverage or a stipend to

be used for payment of personal medical insurance. The amount of stipend or description of coverage must be described in the proposal.

- h) Project Manager and Project Administration. The CONTRACTOR will designate a Project Manager, who will oversee the proper operation of the Taxi Coupon Program Services. Due to the critical role of the Project Manager it is required that they be at least 50% dedicated to this project and identified and resumes included in the bidder's response. Contractor shall designate percentage of time allocations for Beverly Hills and West Hollywood operations.
  - i) The CONTRACTOR shall not change the Project Manager without CITY approval.
  - ii) The Project Manager will provide both on-line supervision and management of the project's accounts and operating records.
    - (1) On-line supervision shall include, but is not limited to, the following duties:
      - (a) Training and scheduling of all regularly assigned project personnel.
      - (b) Arranging the assignment of backup personnel.
      - (c) Distribution and collection of operating reports.
      - (d) Daily monitoring of the service delivery, that an adequate level of service is maintained, and processing of orders, payments, data entry and reimbursements are handled daily and in a timely manner.
  - iii) Project Management shall include, but is not limited to the following:
    - (a) Preparation of monthly summaries of the operational data.
    - (b) Maintenance of project accounts.
    - (c) FTA National Transit Data Collection and Reports
    - (d) Preparation of a monthly invoice which will document all charges.
    - (e) Immediate responsibility of any operational and administrative problems and complaints and accurately reporting these problems to the CITY promptly.
    - (f) Participate in regular meetings with CITY Staff and residents when necessary.

- 7) **Eligibility.** CONTRACTOR shall verify the eligibility of all Program participants. City residents (1) who are 65 years of age and older, or (2) residents of any age who are blind or confined to a wheelchair, are eligible for one taxi coupon voucher book per month. City residents who are undergoing dialysis, chemotherapy or radiation treatment, or those with AIDS or Alzheimer's disease are eligible for a combination of up to three taxi coupon voucher books per month. The City, at their sole discretion, shall have the authority to modify eligibility requirements for individual client or program as a whole.
- 8) CONTRACTOR shall print taxi coupon books, manage the sales of coupons to eligible residents and to the City, and arrange agreements with taxi companies for service provision and reimbursement for the Beverly Hills Programs.
- 9) **Inventory Control.**
- a) The taxi coupon books shall be printed on security paper and numbered in order to avoid fraudulent use of the coupons. The taxi coupons shall be printed in \$1 increments and packaged in \$24 books. The taxi companies and their dispatch phone numbers shall be listed on the cover of the taxi coupon book.
  - b) Upon receipt of the coupon books from the printer, the CONTRACTOR shall verify the order by matching the packing slip total number of books to the total number ordered and also verify the beginning and ending book numbers of the order are checked to make sure that it matches other records of the number of books printed.
  - c) The Project Manager or designee shall be responsible for the safekeeping, accounting, and distribution of coupon books.
  - d) At the end of the day, any coupon books that are not mailed, unprocessed checks/money orders and unopened mails shall be kept inside a locked vault with the Project Manager responsible for the key/lock combination.
  - e) No coupon books shall be issued before it is paid.
  - f) The face value of missing or unaccounted coupon books shall be deducted from the CONTRACTOR'S monthly expenditure reimbursement.
- 10) **Coupon Book Sales and Deposits.**
- a) Checks shall be endorsed immediately to prevent theft and loss of revenue to the CITY. Checks issued by the member or applicant for the wrong amount shall be returned immediately with a letter indicating the correct amount to be sent.
  - b) The checks/money orders shall be batched for deposits each day. A Batch Detail report shall be printed, and attached to a Bank Deposit report. The Project manager reviews and verifies each batch for deposit. The batch includes printed sales report, bank deposit slip and actual client's checks/money orders.

- c) All sales shall be recorded in a Daily Coupon Distribution Log. The Daily Log shall be included in the monthly reports.
  - d) The CONTRACTOR shall deposit all sales processed during the day by the following business day. The CONTRACTOR shall make sure the deposit is made no later than noon each day, Mondays through Fridays, except Holidays. The CONTRACTOR shall prepare a Daily Deposit and Sales Coupon Report and shall include photocopies of the deposit slips and record of deposit as backup documentation for the monthly report.
  - e) During the term of this Agreement, CONTRACTOR shall devise a system of monthly sales limits to ensure the availability of books throughout the term of the Agreement. Eligible residents who have been denied coupon books in any previous months shall have priority for receiving books in the succeeding months of the term of this Agreement. CONTRACTOR shall issue taxi books to the Beverly Hills Comprehensive Services Center monthly so that it can allocate books to Beverly Hills residents on an emergency basis. Participants who are undergoing dialysis, chemotherapy or radiation treatment, or those with AIDS or Alzheimer's disease have priority to receive one taxi coupon book per month.
  - f) CONTRACTOR may allocate taxi coupon books to other Agencies if approved by the CITY.
  - g) CONTRACTOR shall require that (1) each eligible resident in the City shall pay \$6.00 for one book of taxicab coupons with a face value of \$24.00. The price of the books may be subject to change with 30 days notice. Should the price change, CONTRACTOR must provide 30 day notice to all participants of the program. Taxi companies shall accept up to a maximum of \$12.00 in taxi coupons per trip for a single passenger, or up to \$24.00 in taxi coupons per trip for two passengers who participate in the Program.
  - h) Books which are "lost in the mail" or if an order was never received, are not replaceable, unless a tracer has been placed with the Post Office, and is confirmed to not have been delivered. Clients shall be required to fill out a written statement that their coupon book(s) are lost.
  - i) The sale of coupon books is a "use it or lose it" program. No refund shall be issued to clients for unused or partially used taxi coupon books.
- 11) **Handling of NSF Checks.** CONTRACTOR shall notify client who issued a bad check and advise them to send a money order replacement payment. The client will be unable to purchase coupon books until the amount of the returned check has been paid. CONTRACTOR shall report NSF Checks in the monthly reports.
- 12) **Disposal of Used, Unissued and Expired Coupon Books.** CONTRACTOR shall send to CITY all voided, unissued and expired coupon books for audit and appropriate disposal unless otherwise instructed by the City.

- 13) **Orders and Book Mailing.** Administrator's mail program expenses shall include postage for mailed coupon books, envelopes, and cost for a P.O. Box.
- a) The taxi coupon book order shall be processed and mailed to the client within 20 days of receipt of the request.
  - b) A single P.O. Box shall be location shall be identified and approved by the City.
- 14) **Taxi Company Agreements.** CONTRACTOR shall enter into agreements with all taxi companies which are licensed to operate in the CITY. Agreements shall clarify terms of reimbursement, i.e., submission deadlines for refunds, proper bundling procedures, and any form which should be submitted with the request for refunds. If the company should fail to submit the coupons by the deadline of the close-out period, then neither City, nor CONTRACTOR are liable for the reimbursement payment of the coupons.
- 15) **Redemption Of Coupons.** CONTRACTOR shall redeem and verify as proper all coupons submitted by participating taxi companies. These payments shall be administered through CONTRACTOR to participating companies which have signed agreements with CONTRACTOR authorizing such participation.
- a) CONTRACTOR shall reimburse all taxi companies after all data entry has been processed and completed, and within 30 days of coupon submittal. The annual closeout date for all fiscal year coupon reimbursement is July 15. Coupon books shall only be eligible for reimbursement for the specific fiscal year budget.
  - b) The Taxi Companies shall submit to the CONTRACTOR at the end of the month and no later than the fifth working day of the following month a monthly billing with coupons stapled to a single trip form and a monthly ridership report. All coupon numbers shall match the number of the trip form to which they are stapled.
  - c) The CONTRACTOR shall pay to the Taxi Companies an amount based on 100% of the value of coupons collected during the billing period, unless otherwise agreed by the CITY in writing, upon City Council approval, for complete and satisfactory performance of the terms of this Agreement. Voided trips shall be deducted from the balance of the total submittal.
  - d) CONTRACTOR shall reimburse the taxi companies for trips actually provided at a rate of 100% of the face value of the coupons accepted unless otherwise agreed by the CITY in writing, upon City Council approval. The maximum amount that CONTRACTOR shall reimburse taxi companies shall in no case exceed \$12.00 for a single passenger per trip or \$24.00 for two participating passengers.
  - e) The CONTRACTOR shall reimburse Taxi Companies each month for trips submitted for service performed in the preceding month. Payment shall be made within 30 days after the CONTRACTOR receives the monthly invoice from the Taxi Companies. The invoice shall be submitted by the Taxi Companies in triplicate and shall contain a detailed listing of the services performed.

- 16) CONTRACTOR shall complete the annual year closeout report by August 1st of each fiscal year, and reimburse all taxi companies no later than August 15th. All unspent program funds shall be reimbursed to the CITY no later than August 30th of each year.
- 17) CONTRACTOR shall provide the CITY with all information necessary to complete FTA National Transit Database Reports required by LACMTA. The CONTRACTOR shall either process FTA National Transit Database Data internally or subcontract the data processing of the FTA National Transit Database Data Reports. The data shall be provided on a monthly and annual basis and included in the monthly program reports.
- 18) CONTRACTOR shall maintain records on a database of all Program participants and the participant's purchase history, and such records shall be made available to the CITY upon request.

### SECTION III. PROJECT OPERATIONAL RECORDS

These records provide documentation of the operational procedures and will serve as a database to monitor and evaluate the productivity of service requirements and methods. These records must be submitted to the CITY monthly according to the established reporting schedule. Operational records shall include, but are not limited to the following categories:

- 1) **Monthly Program Reports.** On the tenth working day of each month, CONTRACTOR shall submit to the CITY a Monthly Program Report documenting the amount of services provided in the previous month, a project cost report documenting the cost of services provided in the previous month less revenues, and an invoice.
  - a) The Monthly Program Data Report shall itemize active client base, the number of books allocated and distributed, uncollected checks, lost mailed books, replacement books, defective books, vehicle trips provided, passenger trips provided, vehicle miles traveled, vehicle hours, passenger miles, per trip costs, taxi company paid reimbursements, and voided taxi coupon reimbursements. Comments and complaints and resolutions shall also be documented. NTD operational and financial data forms shall be completed and submitted to CITY for review.
  - b) The Project Cost Report shall itemize all administrative costs, reimbursements paid and revenues collected.
- 2) **Monthly Summaries.** The Project Manager, in accordance with the established reporting schedule, will prepare a summary report to be submitted monthly with the monthly report. The summary shall include:
  - a) Documentation of data and discrepancies in the program.
  - b) Any operation problems or client complaints and describe any action taken regarding these problems.

- 3) **Annual Closeout Report.** The CONTRACTOR shall prepare and submit the annual closeout report by August 1st of each fiscal year to the CITY. All unspent program funds shall be reimbursed to the City no later than August 30th of each year.

## EXHIBIT D

### BUDGET

#### COST COMPONENTS FORM IV-1

This form identifies the key cost components for the Taxi Coupon Program Administration. This cost information will be used in the evaluation of proposals, and at a later date as additional data to document the costs. Please list all categories of expenses on this sheet, and provide a breakdown of these categories on a separate sheet.

**Budget Justification -Beverly Hills Taxi Coupon Program Administration Costs**

Contractor: MyTransitPlus

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>1. Total Personnel Costs (Form IV-1A)</b>	\$ 52,394.07	\$ 52,422.83	\$ 53,995.52	\$ 55,615.38	\$ 57,283.84	\$ 59,002.36	\$ 330,714.00

<b>2. Administrative Costs (Describe Components)</b>	\$ 5,783.40	\$ 5,789.52	\$ 5,795.82	\$ 5,802.32	\$ 5,809.00	\$ 5,815.89	\$ 34,795.96
<b>3. Subcontractors/ Consultants</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>4. Printing Services</b>	\$ 6,800.00	\$ 7,004.00	\$ 7,214.12	\$ 7,430.54	\$ 7,653.46	\$ 7,883.06	\$ 43,985.19
<b>5. Re-Registration</b>	\$ 2,162.40	\$ -	\$ -	\$ 2,362.91	\$ -	\$ -	\$ 4,525.31
<b>A. Subtotal Administration Cost Components (Lines 2+3+4+5)</b>	\$ 14,745.80	\$ 12,793.52	\$ 13,009.94	\$ 15,595.77	\$ 13,462.46	\$ 13,698.96	\$ 83,306.46

<b>B. Total Administration Costs: (Line 1 + A)</b>	\$ 67,139.87	\$ 65,216.35	\$ 67,005.46	\$ 71,211.16	\$ 70,746.31	\$ 72,701.31	\$ 414,020.46
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#### Other Line Item Costs

<b>6. Other (Describe Components)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>7. Gen. &amp; Admin. Exp</b>	\$ 5,127.34	\$ 5,566.23	\$ 5,727.25	\$ 6,105.76	\$ 6,063.92	\$ 6,239.87	\$ 34,830.37
<b>8. Profit</b>	\$ 4,822.85	\$ 4,718.92	\$ 4,855.43	\$ 5,176.33	\$ 5,140.86	\$ 5,290.03	\$ 30,004.41
<b>9. Other Costs (Describe Components)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>10. TOTAL COSTS (Sum Lines B+6 thru 9)</b>	\$ 77,090.06	\$ 75,501.50	\$ 77,588.14	\$ 82,493.24	\$ 81,951.09	\$ 84,231.21	\$ 478,855.23

Administrative Costs are:	Consumable Supplies
	Office Equipment/Purchase Rental
	Telephone
	Postage/P.O.Box Rental

## COST COMPONENT BACKUP DOCUMENTATION SUMMARY: City of Beverly Hills

All cost proposals shall include the backup documentation used to prepare the Cost Component Form IV. To standardize the responses, please use form IV-A to summarize the various cost line items in each major heading. In addition, provide the assumptions and costs used for each line item on Form IV-I. Each personnel category at a minimum should include: the number of full time equivalents, the annual hours, pay rate, type and cost of benefits (vacation, medical, taxes, holidays) and total cost. Use additional sheets if necessary to provide complete information.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>1. Personnel</b>							
Project Manager	\$ 13,443.08	\$ 13,846.38	\$ 14,261.77	\$ 14,689.62	\$ 15,130.31	\$ 15,584.22	\$ 86,955.37
Transportation Specialist 1	\$ 11,984.92	\$ 12,344.47	\$ 12,714.80	\$ 13,096.24	\$ 13,489.13	\$ 13,893.81	\$ 77,523.36
Transportation Specialist 2	\$ 11,984.92	\$ 12,344.47	\$ 12,714.80	\$ 13,096.24	\$ 13,489.13	\$ 13,893.81	\$ 77,523.36
Transportation Specialist 3	\$ 11,984.92	\$ 12,344.47	\$ 12,714.80	\$ 13,096.24	\$ 13,489.13	\$ 13,893.81	\$ 77,523.36
Support Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Database Support Staff	\$ 2,996.23	\$ 1,543.06	\$ 1,589.35	\$ 1,637.03	\$ 1,686.14	\$ 1,736.73	\$ 11,188.54
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>2. Administration</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Space/Rent*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consumable Supplies	\$ 510.00	\$ 510.00	\$ 510.00	\$ 510.00	\$ 510.00	\$ 510.00	\$ 3,060.00
Office Equipment/Purchase							
Rental	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 10,200.00
Insurance*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 204.00	\$ 210.12	\$ 216.42	\$ 222.92	\$ 229.60	\$ 236.49	\$ 1,319.56
Security*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Coupon Storage*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mail Processing System*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage/P.O.Box Rental	\$ 3,369.40	\$ 3,369.40	\$ 3,369.40	\$ 3,369.40	\$ 3,369.40	\$ 3,369.40	\$ 20,216.40
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>3.Subcontractor/Consultant Services</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>4. Printing Services</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing Costs	\$ 6,800.00	\$ 7,004.00	\$ 7,214.12	\$ 7,430.54	\$ 7,653.46	\$ 7,883.06	\$ 43,985.19
<b>5. Re-Registration Process</b>	\$ 2,162.40	\$ -	\$ -	\$ 2,362.91	\$ -	\$ -	\$ 4,525.31
<b>6. Other</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>7. General and Administrative Overhead</b>	\$ 5,127.34	\$ 5,566.23	\$ 5,727.25	\$ 6,105.76	\$ 6,063.92	\$ 6,239.87	\$ 34,830.37
<b>8. Profit</b>	\$ 4,822.85	\$ 4,718.92	\$ 4,855.43	\$ 5,176.33	\$ 5,140.86	\$ 5,290.03	\$ 30,004.41
<b>9. Other</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Amount</b>	\$ 77,090.06	\$ 75,501.50	\$ 77,588.14	\$ 82,493.24	\$ 81,951.09	\$ 84,231.21	\$ 478,855.23

\* NOTE: Rent, Security, Insurance, Storage and Mail Processing are covered in Gen. & Admin. Overhead