CITY OF
HAYWARD
HEART OF THE BAY

RFP #1706-101316

REQUEST FOR PROPOSALS

for

DELIVERY OF PARATRANSIT SERVICES

ISSUE DATE: November 10, 2016

PROPOSAL DUE DATE: Thursday, December 1, 2016 at 5:00 PM

CONTACT:
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Hayward, California 94541-5007
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INTRODUCTION

This Request for Proposal (RFP) is issued by the City of Hayward (CITY) for the delivery of special transportation services (a.k.a., paratransit services), for seniors and persons with disabilities who are enrolled in The Hayward Operated Paratransit (The HOP) program.

The City of Hayward desires to establish a contract with a professional transportation services company to provide group trip paratransit services to eligible program participants. The Paratransit Services Agreement will take effect January 1, 2017 and continue through June 30, 2017. The CITY will have the option to renew this Agreement for two additional subsequent years (July 1, 2017 – June 30, 2019 based upon the satisfactory performance of the contractor, mutually agreed upon terms and conditions and available funding.

CITY BACKGROUND

The City of Hayward is an economically and ethnically diverse city of approximately 149,000 residents located on the eastern edge of the San Francisco Bay. An aspiring regional center of retail, industrial and public activities, Hayward combines a hometown atmosphere, an ideal climate, cultural attractions, park and recreational facilities, with easy access to suppliers and customers throughout the Bay Area and beyond.

The City is known as the "Heart of the Bay" because of its central location in Alameda County – 25 miles southeast of San Francisco, 14 miles south of Oakland, 26 miles north of San Jose and 10 miles west of the valley communities surrounding Pleasanton. Serviced by an extensive network of freeways and bus lines, Hayward has two BART stations, an Amtrak station and its own Hayward Executive Airport, with easy access to San Francisco, Oakland, and San Jose international airports. The city also boasts easy access to the Port of Oakland, the fourth busiest container port in the United States.

The Community Services Division, in collaboration with other city departments, helps to manage the future development of Hayward, in order to assure the economic and environmental health of the community and a high quality of life for its residents.

The Community Services Division supports the City Councils Priorities in assisting with the development of a Safe Clean and Green community. If a community is well-maintained, petty crime is often reduced, property values remain high and people will want to further invest in the community. The Community Services Division ensures that all property owners maintain their properties up to local, State, federal laws and ordinances, and community standards.

Additional information regarding the City of Hayward may be obtained at: http://www.hayward-ca.gov/about.shtm

LAST DAY FOR QUESTIONS

All inquiries regarding this Request for Proposals must be submitted on or before November 28, 2016, no later than 5:00p.m., and shall be submitted via email to **Dana Bailey,** Interim Community Services Manager, at dana.bailey@hayward-ca.gov and copy to Maria Carrillo, Purchasing Manager at maria.carrillo@hayward-ca.gov.

Bidders are advised that oral or written communication from the City not in the form of an official addendum do not alter the bid plans or specifications.

NOTICE OF REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the City of Hayward (hereinafter referred to as "City") is seeking proposals for purposes of performing paratransit services, and will be accepting formal bids to be submitted via email no later than 5:00p.m., December 1, 2016. All proposals will be submitted via email to:

Dana Bailey – Interim Community Services Manager
City of Hayward – Community Services Division
777 B Street, Hayward, CA 94541
dana.bailey@hayward-ca.gov

- No faxed proposals will be accepted. It is the sole responsibility of the proposing firm to ensure that proposals are received prior to the closing date and time, as late bids will not be accepted.
- Submitted Proposals will become the property of the City and may be used by the City in any way deemed appropriate.
- The work shall be done in compliance with the City's proposed contract language set forth in this Request for Proposals. Copies of the Request for Proposals are available from the City at the above- referenced address.
- The general scope of work is to supplement and complement other paratransit programs, including the East Bay Paratransit Consortium's ADA Paratransit Services and supports the Group Trip Program which provides service to eligible groups of ambulatory and non-ambulatory program participants.
- The City reserves the right to withdraw this Request for Proposals, reject or negotiate any and all proposals, and to waive any irregularity. In negotiating a final contract, the City may increase or decrease the Scope of Work including increasing or decreasing the work for any or all identified tasks within the Scope of Work.
- The City intends to award this contract to the firm that it considers will provide the best overall program services. - The City reserves the right to accept other than the lowest priced offer based on the proposal that is in the best interest of the City and to reject any proposals that are not responsive to this request.

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INSTRUCTIONS FOR AGREEMENT

Required Elements

The following elements ***must*** be included in order to enter into an agreement with the City of Hayward:

1) **Cover Letter:** The cover letter should be on company letterhead and include the following:
   i. Company name, address, phone and fax numbers.
   ii. Designation of primary contact within the company who is authorized to answer questions regarding the assigned work, including their name, contact phone number and e-mail.
   iii. Signature of an officer of the prime contractor. In case of joint venture or other joint-prime relationship, an officer of each venture partner shall sign.

2) **Contact & Customer Service:** Please describe all support services available from your company/business, specifically addressing the following issues:
   i. Normal hours of availability
   ii. Quality assurance program(s)
   iii. Guaranteed response time
   iv. Other support services

3) **References and Experience:** Three (3) references of current or past contracts for which the Contractor has performed or is performing work of similar type, scope, and complexity within the past five years. This list shall include the names, addresses, email addresses, and phone numbers of the contracting party as well as a description of services performed and the dollar amount of the contract. Upon further consideration of the Proposal, the City may request additional vendors.

4) **Capacity to perform the work:** Describe other major work commitments and/or capacity to perform the requested services. Projects completed within the past three years, particularly in Alameda, Contra Costa, Santa Clara or San Mateo Counties, are of particular interest.

5) **Project Scope & Approach**: Provide a detailed plan for providing the services as described in Exhibit A.

6) **Prices:** Prices for provision of services that are "all-inclusive" of all costs, including but not limited to supervision, equipment, overhead-profit and all required insurances as specified in this document.

7) **Insurance:** A copy of an insurance certificate(s), or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits) providing the coverage described in Appendix B.

8) **Current City Business License:** The contractor selected for this project shall obtain or provide proof of having a valid City of Hayward business license.

9) **List of all site operations personnel:** The contractor selected must provide a list of all personnel operating from the dispatch site. A separate list of authorized drivers and their driver's licenses must be included.

10) **Required Forms:** Attach the following required forms:
   i. Cover Letter
   ii. Proposal
   iii. Contactor Agreement
      1) Exhibit A. Scope of Work
      2) Exhibit B. Insurance
      3) Exhibit C. Certifications

City Standard Services Agreement

The selected company is expected to execute the City's Standard Professional Services Agreement. The City's service agreement language is attached for reference.

Pre-Contractual Expenses

The City shall not be liable for any pre-contractual expense incurred by Contractor in the preparation of its proposal and prior to the date of award. Contractor shall not include any such expense as part of its proposal.

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Schedule

The following schedule indicates the anticipated dates for steps in the selection process. The City reserves the right to modify this schedule as circumstances may require.

1. Last day to submit questions is Monday, November 28, 2016 @ 5:00 p.m. This will allow time for any addenda to be issued by the City to all bidders.

2. Candidates will submit written proposals via email to the Interim Community Services Manager at dana.bailey@hayward-ca.gov no later than **5:00 p.m. on Thursday, December 1, 2016,** in accordance with requirements set forth in this RFP.

3. The top-ranked candidates may be asked to present their approach to the RFP in person or via telephone interview, during the week of December 5, 2016.

4. A mutually acceptable contract will be negotiated between the City and the Contractor(s). The Contractor(s) will be required to comply with the City's nondiscrimination and affirmative action provisions. The Contractor will need to stipulate its noninvolvement in the development or production of nuclear weapons. The Contractor will also be required to carry insurance in the amount of $1,000,000 for each of the following: general liability, automotive liability, workers' compensation, and employers' liability. Professional liability insurance for errors and omissions will also be required and the City's Living Wage Ordinance.

5. If the City and the selected Contractor(s) team cannot agree on a satisfactory contract, the City reserves the right to terminate negotiations. The City will then negotiate an agreement with the next highest ranking responsible bidder.

6. Following is the tentative schedule for selection and award of the contactor contract:

Selection Process Timeline	Date
1. RFP issued	November 10, 2016
2. Proposals due	December 1, 2016
3. Staff Complete Review of Proposals	December 7, 2016
4. Finalist Interviews	December 14 2016
5. Contract award	December 20, 2016
4. Work begins	January 01, 2017

*Dates subject to change as determined appropriate by the City of Hayward

Review of Proposals

After the Proposals are received and opened by the City, the City shall review and evaluate all Proposals for completeness and responsiveness to this RFP in order to determine whether the Contractor possesses the professional qualifications necessary for the satisfactory

performance of the services required. The City shall also investigate qualifications of all Contractors to whom the award is contemplated. It is anticipated that this review period will last approximately two weeks. The City will not be responsible for any of the Contractor's cost for the preparation of a Proposal in response to the RFP. The City reserves the right to reject any or all proposals submitted.

Factors to be considered in the selection process include:

- Quality & thoroughness of the proposal.
- Experience and past performance in completing projects of a similar type, size and complexity.
- Demonstrated capacity to deliver high-quality work within a preset timeline.
- Results of reference checks
- Cost & budget proposal

MISCELLANEOUS

Requests for Supplemental Information: The City reserves the right to require the submittal of additional information that supplements or explains proposal materials.

Reimbursement of Costs: No reimbursement whatsoever will be made by the City for any costs incurred by candidates related to the preparation or presentation of proposals.

Property of the City: All materials submitted become the property of the City of Hayward, and will not be returned. Funds awarded are public funds and any information submitted or generated is subject to public disclosure requirements.

State Provisions: The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service or firm, or any immediate family of the preceding, or any subcontractor or contactor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a contactor such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFPs, feasibility studies, master plans or preliminary discussions or negotiations.

Changes / Modifications

The City reserves the right to order changes in the scope of work and resulting contract. The Contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor. Price adjustments will be based on the unit prices proposed by the Contractor. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

Award of Contract

The City reserves the right to reject any and all proposals, to contract work with whomever and in whatever manner the City decides, to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the City may require and to be the sole judge of selection process. The City also reserves the right to negotiate separately in any manner to serve the best interest of the City. The City retains the right at its sole discretion to select a successful vendor(s).

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EXHIBIT A - SCOPE OF SERVICES

GENERAL INFORMATION

1. INTRODUCTION

This Request for Proposal (RFP) is issued by the City of Hayward (CITY) for the delivery of special transportation services (a.k.a., paratransit services), for seniors and persons with disabilities who are enrolled in The Hayward Operated Paratransit (The HOP) program.

The City of Hayward desires to establish a contract with a professional transportation services company to provide group trip paratransit services to eligible program participants. The Paratransit Services Agreement will take effect January 1, 2017 and continue through June 30, 2017. The CITY will have the option to renew this Agreement for two additional subsequent years (July 1, 2017 – June 30, 2019 based upon the satisfactory performance of the contractor, mutually agreed upon terms and conditions and available funding.

1.2 SOURCE AND AVAILABILITY OF FUNDS

The HOP is funded entirely with Alameda County Measure B/BB paratransit funds; the actual amount available to the CITY is dependent on sales tax revenues collected by Alameda County and distributed by the Alameda Transportation Commission (Alameda CTC) to the CITY for the delivery of paratransit services. Measure B/BB "Base Program" funds are allocated by formula on an annual basis. In FY 2016-17, the City is estimated to receive approximately $424,000 in "Base Program" funding. More or less funding may actually be allocated to the City depending on actual sales tax revenues generated in Alameda County during FY 16-17.

The continuation and extent of services provided under The HOP Program Agreement are contingent upon the receipt of, and the actual amount of, funds received by the CITY. In the event that these funds are not available for use in the manner provided by the Agreement, or to the extent indicated by Alameda CTC, the Agreement shall be subject to amendment, or if needed, will become null and void.

1.3 SUMMARY DESCRIPTION OF CURRENT PROGRAM

The HOP is designed to supplement and complement other paratransit programs, including the East Bay Paratransit Consortium's ADA Paratransit Service (East Bay Paratransit).

Service to individual enrollees is provided via taxi service under a separate agreement.

This agreement supports the HOP Group Trip Program which provides service to eligible groups (4 and more) of ambulatory and non-ambulatory program participants.

Program Participant Eligibility Requirements:

Eligible HOP riders are 70 years old or older or certified disabled by a physician. Clients must reside in Hayward, San Leandro or one of the adjacent unincorporated areas of Alameda County (i.e., Castro Valley, San Lorenzo, Ashland, and Cherryland), and clients must be unable to use other forms of public transportation independently due to a medical or disabling condition.

Summary of Operational Statistics:

The information below describes the current status of the City-based program. *Depending on the funds available, and the cost of service, these parameters may be expanded or reduced.* It is the desire of the City to maximize the level of service (i.e., the number of passenger trips) that can be provided for the fixed funds available; **the "productivity" goal for this contract is two (2) group trips per day serving a minimum of four (4) passengers per trip with an annual anticipated total of 285-290 trips and 1560 passenger trips.**

A. Number of Active Program Participants:

   Approximately 650. Also, an average of five (5) new participants are enrolled each week, some long-term and some short-term. Attrition is constant, but at a slower rate.

B. Current Service Days: six (6) days per week (Mon – Sat), year around, excluding major holidays.

C. Vehicle Service Hours: 8 a.m. to 5 p.m., Mon - Sat. Services rendered are billed on a per vehicle/per hour basis.

D. Current billable hours = approximately 1,450/month.

E. Number and Type of Vehicles Currently Used:

   (Currently 56 percent of trips are for non-ambulatory passengers who require a lift-equipped vehicle; and 44 percent are ambulatory).

   Current Fleet Utilized = Two (2) lift-equipped vans.

F. Number of One Way Passenger Trips Provided per month:

   - Approximately 40 group trips (two (2) per day/ Mon-Sat)
   - Approximately 240 group trip passengers per month

G. Average Trip Length = 12 miles round trip.

SECTION 2
Scope of Work

SERVICE OVERVIEW

2. Origin-to-Origin Group Trip Service Summary

The HOP will provide Origin-to-Origin (pick-up location to destination) Group Trip Service for riders whose physical conditions warrant specialized service, and whose transportation needs cannot be met by East Bay Paratransit. Origin-to-Origin Group Trip service is offered to groups of four (4) or more with at least one (1) enrolled individual onboard. Contracted services shall be in support of and consistent with the CITY's FY 2017 Paratransit Program Plan. The Paratransit Program Plan may be modified or revised by the CITY as necessary.

1. Trips for Activities of Daily Living (ADL's) will be approved for paratransit service. ADL trips are defined as follows: shopping, outings, classes, appointments, meals, etc. Exceptions may be made by the CITY on a case-by-case basis.

2. Origin-to-Origin group trips occurring Out-of-Hayward or Out-of-County shall be approved on a case- by-case basis. The program currently allows one long distance (up to 26 miles) trip per week.

3. Rider safety is of the utmost importance and shall form the basis for every decision at all times and at every level of the City's HOP program, including those decisions made by CONTRACTOR.

4. Door-to-Door service in the Hayward service area will be provided by East Bay Paratransit, and the Central County Same Day Taxi Program.

2.1 Origins-to-Origin Group Trip Paratransit Service Scope:

CONTRACTOR shall provide The HOP FY 2017 Origin-to-Origin group trip services modified to produce the program described more specifically with this RFP and subject to available Alameda CTC Measure B/BB funding. Revisions in "Service Performance Standards" or any operational standard may be revised by the CITY to improve the program or in response to fluctuations in available funding. Such provisions must be provided to CONTRACTOR in writing.

The CONTRACTOR will provide transportation services pursuant to the Agreement in the following manner using commercially reasonable efforts;

1. The CONTRACTOR will provide Hayward Operated Paratransit group trip services Monday – Saturday, from 8:00a.m. (first pick up) to 5:00p.m. (return to gate) through a sufficient number of

accessible vehicles for ambulatory and non-ambulatory program riders with and without mobility devices;

2. The service area for all trips shall be limited to the cities of Hayward, San Leandro, and unincorporated areas in Central Alameda County (e.g. San Lorenzo, Castro Valley, Cherry land, and Ashland);

3. Out-of-service-area trips are limited to Origin-to-Origin group trips and must be pre-approved by the CITY. The program currently allows one long distance (up to 26 miles) trip per week;

4. The CONTRACTOR shall have a designated telephone number and email address for the specific use of the program registrants;

5. The CONTRACTOR's staff will, using reasonable efforts, return all voice mail and email messages pertaining to the CITY within **One (1) Hour.** The telephone system utilized must provide a means for the caller to leave a message (e.g., reservation requests, trip changes, cancellations, etc.), and indicate the timeframe within which the call will be returned.

6. All Origin-to-Origin group trips will be scheduled by The HOP staff as part of this Agreement and will be recorded and transmitted monthly (e.g. by email or fax) to the designated CONTRACTOR staff. This **Group Trip Calendar** will be provided to the CONTRACTOR and list all standing and independent orders **no later than one (1) week** prior to the start of the month. Trip rosters are **required** of all participants at least three (3) days in advance of travel to reserve the place on the calendar. The CONTRACTOR is not liable for late or missing rosters.

7. **Standing Orders**: The Standing Order Calendar will be released for participant review a full week before the end of the upcoming month. The deadline for group trip moderators to request changes to a standing order is the last business day of the month. Once the calendar is finalized and distributed at the beginning of the month, no changes to the standing order will be permitted. Cancellation of a standing order may result in the loss of trip access for that month. Exceptions can be made in the case of facility quarantine, if fewer than four (4) enrolled clients participate or the event/activity is cancelled by sponsor. Requests for non-calendared trips will be considered on a case-by-case basis and must be confirmed by the CITY at least a week in advance. Standing order requests will include the expected travel time, date and number of ambulatory/non- ambulatory riders for each trip.

8. No more than two (2) Origin-to-Origin Trips will be accepted on any given day. One morning (9:00a.m. to 11:00a.m.) and one afternoon (1:00 p.m. to 4:00 p.m.) trip are standard to avoid the chance of overbooking. Notice of cancellations must be provided to the CONTRACTOR from the trip moderator at least twenty-four (24) hours in advance using reasonable efforts (phone, email, and fax).

9. No more than four (4) long distance trips (26-mile maximum each way) will be approved per month at a rate of no more than one (1) per week. Trips are approved on a first-come, first-served basis and subject to the CONTRACTOR availability.

10. The CONTRACTOR agrees to make available outside of the standing order roster the use of larger capacity vehicle(s) for special service or long distance trips arranged a minimum of four (4) times per year.

11. The CONTRACTOR will use commercially reasonable efforts to ensure that ninety-eight percent (98%) of all trips are performed within the on-time performance parameters in this Agreement. In any one-month period, if this standard is not reached there will be a thirty (30) day Correction Period during which no sanction will be imposed on the CONTRACTOR, but the CONTRACTOR will use commercially reasonable efforts to take corrective actions to achieve the 98% standard. If this standard is not reached by the CONTRACTOR within 30 days despite the use of commercially reasonable efforts, the PROGRAM, upon prior written notice to the CONTRACTOR, will withhold payment for the sub-standard months until the standard has been achieved.

12. The service goal is for all scheduled trips to be performed unless a facility / trip moderator cancels. In recognition of circumstances beyond the control of the driver, a MAXIMUM OF TWO (2) MISSED OPERATOR TRIPS PER MONTH will be allowed before a withholding of payment will be imposed.

13. Verifiable complaints will not exceed THREE (3) PER MONTH. Complaints will be verified based on discussion between the CITY, the CONTRACTOR and interviews with the complainant.

14. The CONTRACTOR will make a presentation to all personnel who are likely to be involved in service provision to discuss the contract purpose, scope and expectations. This will include management, dispatchers and drivers. This meeting will occur annually with the implementation of each new Agreement; arrangements will be made with the CITY to ensure that all replacement personnel receive a similar orientation.

15. The CITY and CONTRACTOR will meet on a quarterly basis to discuss the status of the program and to identify and resolve any areas that need to be addressed. The CONTRACTOR will make a good-faith effort to attend at least two (2) Paratransit Advisory Committee (PAC) meetings for the City of Hayward annually.

16. Prior to signing of the Agreement, the CONTRACTOR shall submit required documentation of license and permits to the City of Hayward and document the capacity to operate in the service area, such as;

- California Vehicle Registration (one copy per vehicle);
- Current Certificate of Liability Insurance;
- List of all drivers / personnel participating as drivers for the program including copies of valid driver's license; and

- Background checks of all participating drivers.

17. The CONTRACTOR will implement all the necessary procedures to ensure the smooth transition of terms of this Agreement starting **JANUARY 1, 2017**.

2.2 Advertising, Promotion, and Evaluation

The CITY will serve as lead agency for program development and strategies. The CONTRACTOR shall be responsible for implementing specific service promotions using reasonable efforts and will partner with the CITY and its contracted agency's to market The HOP program.

- **Vehicle signage:** The CONTRACTOR will display signage on all vehicles used to provide service under this contract as specified by the CITY. The CONTRACTOR agrees, prior to start of the contract period, to utilize the external signs, painted or affixed, as directed by the CITY. The CITY reserves the right to have the CONTRACTOR put other signs or stickers on the vehicle as directed and the CONTRACTOR agrees to comply. The CITY shall provide, at its costs, the signs and their application to the vehicles. All wording and placement shall be approved by the CITY. All signs not approved shall be immediately removed at the sole cost of the CONTRACTOR.

CONTRACTOR agrees to assist in program evaluation activities, e.g. distributing survey instruments.

2.3 Voucher Fare, Voucher Distribution, and Collection

The CONTRACTOR shall not collect fares from passengers for Origin-to-Origin group trip service. Detailed accounting records of all trips shall be maintained and made available for review by the CITY during business hours. The CITY retains the right to audit the CONTRACTOR's financial records during the term of this agreement.

2.4 Financial and Operational Reporting Requirements

The CONTRACTOR must provide detailed information regarding billing terms, methods, and rates for all transportation services provided. Alternative formats for billing and record-keeping may be instituted at the request of either party, provided the parties mutually agree in writing to the revised format(s).

The CONTRACTOR must submit performance reports (as described below) and invoices for payment by the **10th of each month** for services provided during the preceding month. The CONTRACTOR shall transmit statistical reports via email in a format that allows the CITY to manipulate the data as needed for reporting and operational purposes. Such reporting will include, at a minimum, financial records related to the delivery of services and operating service statistics that will include data required by

Alameda County Transportation Commission (Alameda CTC). Operation statistics and billing information must be tracked and reported to the CITY by service category.

The CONTRACTOR shall collect and maintain completed daily driver manifests and dispatch logs. Copies of the service dispatch logs are to be submitted to the CITY on a monthly basis, and originals maintained on the CONTRACTOR site for the duration of the current contract plus twenty-four (24) months thereafter. This data will provide the basis for monthly and annual performance and operating reports to be submitted to the CITY.

Service Invoices for payment shall contain the following:

1. Number of service hours billed for Origin-to-Origin Group Trips;
2. Number of trips provided for month;
3. Number of long distance trips provided per month/service hours billed;
4. Name of each driver providing service, days and hours worked;
5. Revenue hour reimbursement rate;
6. Service cost sub-total.

On-Time Performance Report – due monthly with invoice:

1. Record of all trip rosters received (Pick up / drop off address; arrival /departure time);
2. Assigned driver and route number;
3. Service vehicle in use and vehicle number;
4. Whether the ride was performed, canceled, no-showed, canceled late or a missed trip;
5. Number of passengers on trip;
6. Number of attendants on trip;
7. Number of ambulatory/non-ambulatory passengers;
8. Size and number of vehicle which performed the trip;
9. Reports of injuries, if any;
10. Incidents of vehicle or property damage, if any

2.6 Facilities, Equipment, and Services

The CONTRACTOR, using commercially reasonable efforts, shall furnish all facilities, equipment, and services required in the operation and management of The HOP program.

The CITY shall be notified at least thirty (30) days in advance of any change of facility location. The CITY maintains the right to inspect the facility during reasonable business hours at any time during the contract period.

2.7 Customer Service

The CONTRACTOR will provide staff coverage between 7:30a.m. and 5:30p.m. Monday through Saturday to provide customer service, record customer comments and complaints, provide general information to the public and provide the CITY with any schedule deviations or other operational problems that occur. These can be shared staff responsibilities for other regional services operated by the CONTRACTOR.

CONTRACTOR must provide CITY with name and contact information (including cell phone number) of the facility manager designated to oversee the day-to-day service delivery functions. The CONTRACTOR must also provide the name and contact information (including cell phone number) for the individual assigned responsibility for day-to-day dispatch for The HOP program. The facility manager or his/her designee shall have the authority to make decisions, and must be available in person or by telephone to make decisions at all times during operational hours. CONTRACTOR must provide the names and contact information (including cell phone numbers) of all drivers assigned to provide transportation for The HOP program.

The CONTRACTOR must dedicate enough staff to ensure reservation and dispatch functions, including scheduling trip requests, and scheduling and dispatching of service vehicles. The CONTRACTOR must maintain the capacity to receive trip requests and other correspondence by telephone, email, and/or fax. A telephone line or other means of reliable communication (i.e. cell phone, email, text, etc.) must also be available for communication between the CONTRACTOR and the CITY staff in order to respond to emergency situations during service hours.

The CONTRACTOR's staff will return all voice mail and email messages pertaining to The HOP within twenty-four (24) hours including reservation requests. The telephone system utilized must provide a means for the caller to leave a message (e.g., reservation requests, trip changes, cancellations, etc.), and indicate the timeframe within which the call will be returned.

2.8 Personnel

The CONTRACTOR will be solely responsible for the hiring, firing and supervising all employees utilized to carry out services provided under this Agreement. The CONTRACTOR is solely responsible for the satisfactory work performance and payment of wages to all its employees. The CONTRACTOR shall hold the CITY harmless from any liability, damages, claims, costs and expenses of any nature arising from violations of personnel authorized to perform the services of the Agreement. The CONTRACTOR must maintain an up-to-date personnel roster that will be made available to the CITY upon request. The CONTRACTOR must remove any personnel assigned to the project, for cause, if requested by the CITY through a written notice stating the cause for the removal given by the CITY to the CONTRACTOR no less than sixty (60) days prior to the effective date of removal. The CITY shall afford the CONTRACTOR reasonable time to fill the vacated position.

The CONTRACTOR must submit a staffing plan and the resume of the proposed facility manager to the CITY for prior review. For shared staff time, sufficient time must be allocated to The HOP program

to meet specified coverage requirements and to ensure the management of operation of a cost effective service:

A. Facility Manager

The facility manager should have a minimum of three (3) years of experience with paratransit program management. The CONTRACTOR must notify the CITY immediately if the facility manager is replaced. During the period a replacement is recruited, the CONTRACTOR must identify a qualified interim facility manager who will serve until such time that the permanent facility manager is hired. The CONTRACTOR must replace than facility manager, at the CITY's request when there is cause, upon thirty -days' written notice.

The CITY expects that the facility manager will have sufficient time dedicated to The HOP program to ensure quality control, the resolution of service problems and incidents, and be available to CITY staff to review performance and resolve issues. The facility manager should also be available to attend the quarterly meeting of the Paratransit Advisory Committee (PAC).

B. Road Supervision

The CITY expects that road supervision staff will have sufficient time available to respond to on-road incidents and accidents, monitor driver performance, investigate complaints, provide ongoing driver training and monitor schedule adherence.

C. Customer Service / Dispatch

The facility manager must ensure the availability of sufficient dispatchers and receptionists to handle the volume of calls. They must be adequately trained for their tasks; must be sensitive to the special needs of seniors and people with disabilities; and must exhibit patience and compassion even in the face of occasional abusive or unreasonable behavior exhibited by paratransit clients and their attendants. Contractor is responsible for reporting all accounts of unreasonable behavior to City staff.

The CONTRACTOR must comply with all enforceable requirements of the Drug Free Work Place Act of 1988 and U.S. Department of Transportation drug testing regulations. **The CONTRACTOR is required to submit its current Drug and Alcohol Policy with the executed Agreement.** The CONTRACTOR must also participate in and be responsive to information and updates provided through the California Department of Motor Vehicles' Pull Notice Program (Sect. 1808.1 CVC). The CONTRACTOR shall notify the CITY of any action taken against any Hayward Operated Paratransit Program driver on that basis that the CONTRACTOR is aware of.

2.9 Dispatch

The CONTRACTOR is responsible for all dispatching and transportation functions using commercially reasonable efforts. The CONTRACTOR staff will be available between 7:30a.m. and 5:30p.m., Monday – Saturday, and dispatchers will be available to maintain radio communication with

service vehicles during all service hours. The CONTRACTOR must provide a complete local facility contact list with alternate means of communication in the event an emergency.

Dispatch center staff may double as customer service representatives and have shared responsibilities with other regional services operated by the CONTRACTOR. Dispatch is responsible for providing accurate pick up and destination information to drivers as well as the most efficient trip route plan to adhere to schedule.

2.10 Vehicle Operators

CONTRACTOR agrees to provide a minimum of TWO **(2) dedicated drivers and two (2) dedicated vehicles** to provide Origin-to- Origin Group Trip services under this Agreement. The CONTRACTOR shall make no substitution of equipment without the prior written approval of the CITY, such approval shall not be unreasonably withheld, delayed or conditioned. Any agreed upon changes to the vehicle fleet must meet the CITY's Paratransit Program's inspection and maintenance requirements. Regularly assigned drivers or trained back-up drivers must be available daily during operational hours to ensure consistent and reliable service. CONTRACTOR agrees to make available outside of the standing order roster the use of larger capacity vehicles for special service and long distance trips arranged a minimum of four (4) times per year.

Before hiring or assigning a driver, the CONTRACTOR will have completed during a criminal background check on the individual. This check will be conducted through a commercially available service for Alameda County. No person who has been convicted of any felony or misdemeanor for a crime against a person (including but not limited to murder, attempted murder, assault, sexual assault, or battery) shall be assigned to service or deliver service under this contract.

Vehicle operators must have valid California driver's license of the appropriate classification for the vehicle type to be driven, as well as any other licenses or certifications required by applicable federal, state or local regulations.

The CONTRACTOR shall not employ or assign to the CITY paratransit service a driver who CONTRACTOR knows has had a conviction for Driving Under the Influence (DUI) or Driving While Intoxicated (DWI), has more than five (5) points against their driver's license within the past three (3) years or has received six (6) or more substantiated service complaints.

Drivers must be licensed for a minimum of three (3) years; be able to read, write, speak, and understand English. The CONTRACTOR is encouraged to recruit and hire bi- or multi-lingual drivers to serve Hayward's culturally diverse service area.

Prior to final assignment, all drivers must participate in and successfully complete the standardized driver orientation and training course administered by the CONTRACTOR.

Drivers shall be required by the CONTRACTOR to wear uniforms and identification badges that are approved by the CITY. Drivers will at all times maintain proper grooming and personal hygiene. All drivers must have access to accurate time via timepieces or through personal cell phones at all times during vehicle operation.

Attendants are responsible for providing assistance between the vehicle and the first set of exterior doors at the trip origin or destination. Drivers may assist upon request. Drivers are responsible for securing all mobility devices during the course of the trip. Attendants are responsible for steadying passengers or their mobility devices. Drivers are to maintain a line of site at all times to the vehicle.

Drivers will maintain constant radio communication with service dispatchers. Drivers will follow directions on their manifests and directions from service dispatchers regarding changes to driver manifests. Drivers will report accidents and incidents to the service dispatcher via two-way radio as well as passenger no-shows or pass-ups, schedule adherence problems, and any discrepancies with trip information provided on the driver manifests. Drivers will collect all data required by the CITY to be used in preparing reports and passenger surveys. Drivers will update all hardcopy manifests as directed by the dispatcher.

2.11 Staff Training

The CONTRACTOR will be responsible for the development and delivery of effective and current training to all CONTRACTOR staff using commercially reasonable efforts. Training curriculum and protocols, including all updates will be subject to final approval by the CITY, such approval shall not be unreasonably withheld, delayed or conditioned.

The scope of training for all CONTRACTOR staff assigned to The HOP program shall include, but are not limited to; good customer relations and basic customer service protocols; an understanding of The HOP program scope of services, policies and parameters; data recording and reporting requirements; and, specific job responsibilities and procedures.

Drivers must be fully trained in defensive driving, vehicle handling and special skills required to provide transportation to older adults and persons with disabilities. Drivers will require eight (8) hours minimum of National Safety Council Defensive Driving Course or equivalent.

Drivers will know how to properly assist passengers in wheelchairs or other mobility devices, and with boarding and alighting from vehicles as well as with tie-downs. All vehicle operators must be trained and proven to be proficient in CPR and First Aid, and all other elements of the CONTRACTOR provided safety training.

Drivers are required to have a minimum of forty- eight (48) hours of in-service driving instruction with a qualified driver trainer. This training will be designed to familiarize the driver

with: the service area road network; how to read and understand the schedule and manifest in the field; the location and approach to the pick-up / destination; the organization of pick-ups and drop-offs; key trip origins and destinations; and. safe operating procedures.

The CONTRACTOR must verify to the CITY that all drivers have received and passed the training(s) required per this Agreement prior to execution. The CONTRACTOR must participate in the California Department of Motor Vehicles' Pull Notice Program (Sect.1808.1 CVC) so as to be notified of any changes in the driving record of any vehicle operators, including staff. The CONTRACTOR shall notify the CITY of any action taken against a driver based on his/her driving record.

2.12 Emergency, Accident, Incident and Complaint Reporting

The CONTRACTOR is required to have an accident and emergency notification program that keeps the CITY notified of accidents or incidents, emergencies, and the progress of claims that will assure the CITY that claims are promptly and fairly handled. At minimum, all accidents, incidents or emergencies, vehicular and non- vehicular, and any injury of any degree to program participants must be reported to the CITY orally and via email as soon as the situation is stabilized, but no later than twenty-four (24) hours after occurrence. All verbal reports must be followed by a detailed written report within forty-eight (48) hours of the initial report. The CONTRACTOR assumes all liability for accidents or incidents worker compensation claims, etc. including defined costs and damages arising from the performance of the Agreement.

The CONTRACTOR shall report all in-service accidents or incidents involving property damage or personal injury, illegal or threatened actions, and unacceptable passenger and/or staff behavior to the CITY within forty-eight (48) hours of knowledge of the situation.

The CONTRACTOR will be responsible for the investigation of all verified complaints received directly from the public or referred by the CITY. Verified complaints shall mean those complaints substantiated with supporting documents and statements from the complainant and potential witnesses. All complaint investigations will begin within one (1) workday of receipt. The CITY and customer must be contacted within forty-eight (48) hours and final resolution reported to the CITY within seven (7) business days of the initial complaint. Complaints involving alleged abuse, theft and similar activities will be investigated immediately upon knowledge of the allegation. In these instances, the CITY shall be notified immediately of the issues and investigative actions immediately upon awareness of complaint

2.13 Accident and Vehicular Incident Reporting

All accidents and vehicular incidents are to be reported to the CITY and an accident/vehicular incident notification report must be completed for each instance. Each event must be reported to the CONTRACTOR's insurance carrier or third party Claims Administrator. Failure to report as outlined below shall be construed as breach of Agreement and the CONTRACTOR shall take immediate steps consistent with the terms and conditions of the Agreement.

The CONTRACTOR is to provide notification within twenty-four (24) hours of any occurrence arising out of performance of the services provided of incident or accident that results in:

- Fatality;
- Property damage exceeding twenty- five hundred dollars ($2500);
- Bodily injury resulting in referral to a medical facility or hospital;
- Allegations of sexual harassment or rape;
- Assaults, thefts and/or other wrongful acts;
- Collision between an eligible contractor vehicle and another vehicle, person or object;
- Passenger accidents (including but not limited to falls) involving passengers who are in proximity to, entering, occupying, or exiting the vehicle;
- Trip disturbances passenger fainting; or sickness; and
- All drug and alcohol related incidents.

CONTRACTOR is to provide twenty-four (24) hour notification of any occurrence arising out of performance of the services provided, of incident or accident that results in:

- Vandalism to the CONTRACTOR;
- Passenger complaints of discrimination, injury or property damage or other circumstances likely to result in the filing of claims against the CITY or CITY staff;
- Any passenger, driver and/or service complaint arising from an accident; and
- All third party matters related to incidents, accidents or complaints.

Accident/Vehicular Incident reports of any nature, including but not limited to damage to mobility devices, shall be responded to within twenty-four (24) hours. Matters/reports coming directly to the CONTRACTOR from riders or third parties require the CITY be notified within twenty-four (24) hours. The CONTRACTOR agrees that CITY shall have full rights to information sharing regarding any accident/incident that occurs while in service of the CITY. This includes, but is not limited to, CITY having direct contact with Insurance agents/brokers, third party Claim Administrators, Insurance Adjusters and Insurance Company appointed attorneys. Contact includes verbal, electronic and written communication.

2.14 Vehicles and Vehicle Maintenance

The CONTRACTOR will pay for quarterly vehicle safety inspections required under the Agreement. If any vehicles from the approved list provided to the CITY are replaced prior to a scheduled quarterly inspection, the CONTRACTOR shall pay the inspections of said replacement vehicles. The CONTRACTOR will be responsible for all costs associated with necessary repairs and subsequent inspections that are required to make any vehicle pass the safety inspection. No vehicle shall be used to provide service under the agreement that has not passed the CITY's safety inspection standards.

All vehicles that provide service under this Agreement must undergo quarterly safety inspections conducted by a qualified 3rd party mechanic, certified by the California State Bureau of Automotive Repair, using the inspection protocol developed by the CITY.

The CONTRACTOR shall ensure that maintenance tasks, including preventative maintenance, vehicle cleaning/detailing activities, vehicle repair scheduling and completion, and maintenance tracking, are performed to reasonable and lawful standards set by the CITY and applicable regulatory agencies.

Only clean, inspected, and well-maintained, seatbelt and lift-equipped vehicles may be used to carry out services under this Agreement, and those vehicles must all offer proper tie-down equipment to safely secure passengers who use wheelchairs. The CONTRACTOR must provide to the CITY, upon request, a detailed description of the vehicles that are used to provide service under the Agreement including: current condition, year, make, model, mileage, number of seats, and number of wheelchair tie-downs.

All vehicles must meet the following general requirements:

1. All vehicles must provide effective air conditioning and heating systems.
2. All vehicles must be equipped with first aid kits, fire extinguisher, and warning flares/triangles.
3. All vehicles must be free of advertising material not specifically authorized by the CITY.

2.15 Fleet requirements

The CONTRACTOR will supply, fuel and maintain a minimum of TWO (2) vehicles as dedicated in-service to Origin-to-Origin Group Trips and provide sufficient capacity to ensure operation of The HOP program. The CONTRACTOR will assure operational capacity to substitute spare vehicles as needed to ensure there are no service disruptions due to vehicle breakdowns or accidents. The CONTRACTOR will provide appropriate replacement vehicles as soon as possible but no more than forty-five (45) minutes of notification of a service disruption resulting from a vehicle breakdown or accident. All service disruptions requiring vehicle substitutions must be reported to the CITY immediately.

The CONTRACTOR must provide vehicles with at minimum the specifications listed below:

- Lift-equipped vehicles, including proper wheelchair tie-down equipment;
- The capability to operate on residential streets as well as retail and facility parking lots;
- Mobile radios linked to a base station;
- On-board cameras
- Signage identifying the vehicle as "Hayward Operated Paratransit Program"

The CONTRACTOR must provide to the CITY a detailed description of the vehicles that are used to provide service under this agreement including; current condition, year, make, model, mileage, number of seats (ambulatory, wheelchair), and number of wheelchair tie-downs. The CONTRACTOR will make no substitution of equipment without prior written notice approval of CITY, which approval shall not be unreasonably withheld, delayed or conditioned.

No primary in-service buses can be older than ten (10) years old. This restriction does not apply to designated back-up buses. Newer vehicles are preferable.

The City of Hayward will arrange to have vehicle(s) wrapped (branded) with The HOP program logo. Unbranded vehicles are acceptable for back-up only.

The CITY is required by the California Air Resource Board to comply with emission standards established in the Transit Fleet Vehicle Requirements. The CONTRACTOR shall provide vehicles for the CITY service that allow the CITY to comply with all applicable air quality standards. Preference will be given to CONTRACTORS utilizing energy efficient (ethanol-based, electric, diesel, etc.) vehicles though gasoline powered vehicles are acceptable.

2.16 Fleet Maintenance

The CONTRACTOR is responsible for the provision, operation, maintenance and repair of all vehicles used to provide services under this agreement. The CONTRACTOR's preventive maintenance program must be at least in accordance with the manufacturer's maintenance guidelines and schedules. In addition, the CITY has established certain minimum requirements. In summary this includes, but is not limited to:

1. Preventive maintenance – the CONTRACTOR's program must be submitted to the CITY and occur every 3,000 miles or ninety (90) days whichever occurs first. The CONTRACTOR shall provide a signed work order for each service performed. Completed work orders should be retained by the CONTRACTOR for two (2) years after the disposal of any vehicle(s) and made available to the CITY upon request.

2. Compliance with California Vehicle Code Section 34500 – Every vehicle operated by the CONTRACTOR must comply with said Code. This requires the operator to enroll in the California Highway Patrol Biennial Inspection of Terminal (B.I.T.) Program. The CONTRACTOR shall supply proof of compliance with the B.I.T. Program for all vehicles assigned to The HOP program and ideally to the CONTRACTOR's entire fleet. Copies of inspections shall be submitted to the CITY upon completion. Complete information on the B.I.T. Program can be obtained by contacting the California Highway Patrol, Golden Gate Division – Motor Carrier Safety Unit, 1551 Benicia Road, Vallejo CA 94591, and (707) 648-4180.

3. If the CONTRACTOR receives an unsatisfactory rating/ report from the California Highway

Patrol (CHP), the CONTRACTOR must immediately inform the CITY and indicate the step the is taking to the CONTRACTOR remedy the situation along with a deadline for completion. Should such a rating result in a vehicle being unavailable for service, and no satisfactory replacement vehicle is utilized, liquidated damages may be assessed by the CITY.

4. Communications Systems – The CONTRACTOR is responsible for all communications systems and all other equipment required in the operation of this service. Maintenance policies and programs for all vehicles must be acceptable and reasonable to the CITY. The CONTRACTOR shall maintain daily vehicle condition records (13CCR, 1215C, or approved equivalent) for up to two (2) years and make them available to the CITY upon request. The CONTRACTOR is required to use a written safety checklist on a daily basis for each vehicle prior to using that vehicle for service. These shall be made available to the CITY upon request. In addition, the CONTRACTOR will thoroughly clean the exterior and interior of each vehicle at least every seven (7) days and more frequently when needed, to maintain a clean appearance in service.

5. Vehicle Branding – Funding specifically for the development of a Hayward Operated Paratransit Program brand and logo for use on all vehicles and materials is included in this agreement for access by the CONTRACTOR. The CITY shall have final approval for all proposed branding and marketing materials. The CITY will arrange to install, remove and or replace any signage for the vehicle(s) assigned to the program through a designated fund line item in the budget. All services and materials related to the branding campaign must be reviewed and approved in advance by CITY staff in order to be considered reimbursable expenses. All services and materials related to the branding campaign are considered the property of the CITY and not of the CONTRACTOR. Damage to any part of the vehicle brand and logo must immediately be reported to the CITY.

2.17 INDEMNIFICATION

The CONTRACTOR must agree to hold harmless, indemnify, and to defend the CITY and its officers, employees, agents, and volunteers from any and all claims for injury or damage of whatever type brought by or on behalf of any third party, including, but not limited to,

CONTRACTOR'S officers, employees, agents, and volunteers arising from or connected with any acts or omissions in the performance of this Agreement by CONTRACTOR and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto, except from any such claim arising solely out of negligent acts or omissions attributable to the CITY or its officers, employees, agents, and volunteers.

2.18 INSURANCE

Applicant must be prepared to comply with all the insurance requirements of the CITY. These are described in ATTACHMENT A - EXHIBIT E to the RFP. If applicant has insurance that meets the requirements described in Attachment A - Exhibit E, copies of documentation showing that said insurance is in effect listing the CITY as a named insured must be submitted as part of the applicant's proposal. If the applicant's insurance does not currently meet these requirements, documentation

from the applicant's insurance broker must be submitted with the applicant's proposal indicating that the applicant is qualified and able to obtain said insurance.

Workers' Compensation – In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor hereby acknowledges the following statement:

"I am aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the work of this contract document."

2.19 BUSINESS TAX

Applicant must be prepared to comply with all City of Hayward Business and Registration Tax requirements. Call (510) 583-4640 for information regarding this requirement.

2.20 SELECTION PROCESS

Experience: Respondents must provide a statement of qualification, certification, and training and describe related experience and experience directly applicable to these services for comparable transportation services.

1. A minimum of three (3) references in which similar services have been provided in the last three (3) years including a scope of work and contact information along with dates of service is required.

2. The respondent must also provide written evidence of staffing, insurances, licenses, trainings and all other certifications required to provide domestic transportation services.

A. Qualifications
Selected contractors will be expected to demonstrate good communication skills, prudent judgment, effective project management, and competency. The City will evaluate all proposals received by the due date. Only information that is received in response to the RFP or any subsequent interview will be evaluated. The City will judge the responses of each proposing firm in several critical areas.

B. Selection Criteria
The City will select the most qualified respondents based on the following factors:

1. Ability of respondent to understand the HOP activities and needs;
2. An assessment of past experience and performance;
3. Costs, not determinative, will be considered;
4. Timely ability to schedule and complete work.