



**CITY OF GLENDALE
COMMUNITY DEVELOPMENT DEPARTMENT**

**REQUEST FOR PROPOSALS
“Shared Mobility Pilot Program”**

To: All Qualified Firms
Date: XXXX
Subject: Request for Proposals for City of Glendale: Shared Mobility Pilot Program

DUE DATE: Electronic copies submitted to via email to:

Arezoo Kamali
Planning Assistant
City of Glendale
akamali@glendaleca.gov

By **5:00 pm on XXXX, 2020.**

Proposals received after this date and time will not be considered.

Note: Questions regarding this Request for Proposals may only be directed to the Authorized Contact in writing. Applicants may contact ONLY the City Contact. Other City officers, agents, employees or representatives do not have authority to respond on behalf of the City. Contact with unauthorized City personnel during the selection process may result in disqualification.

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NOTICE INVITING PROPOSALS

NOTICE is hereby given that the City of Glendale (“City”) will receive Proposals until the deadline established below for the following project:

Shared Mobility Pilot Program

Proposal Submittal Deadline: Submit before 5:00 p.m. on XXXX

Proposal Submittal Location: Electronic via email to akamali@glendaleca.gov

NO LATE PRPOPOSALS WILL BE ACCEPTED.

City of Glendale Contact Person for RFP Process:

Ms. Arezoo Kamali

Phone: (818) 937-8333

Email: Akamali@glendaleca.gov

Project Description:

The Glendale City Council (the “Council”) authorized a release of an RFP for a Shared Mobility Pilot Program on September 22, 2020 and directed staff to develop regulation and Request for Proposals for a pilot program that would forge a model way for regulating these new companies and technologies to enhance mobility options and promote sustainability.

A key to the program’s success, will be an open and productive partnership between the City and vendors that ensure that the vendor is being highly responsive to real community concerns. These concerns include safety and potential impacts or conflicts with members of the public who walk, bike or drive in Glendale.

In order to provide flexibility and quickly adapt to changing environments and industries, the pilot program will be facilitated through a partnership, guided by Administrative Rules. The Administrative Rules of the program will be updated during the pilot program as the City works with vendors to make data-driven decisions to deliver a safe transportation option and define effective solutions to known and identified challenges as the process evolves. Participation in the pilot program is determined through this request for proposals and selection process.

Other Proposal Information:

- 1. Request for Proposal Documents** may be obtained in the City of Glendale Community Development Department, located at 633 East Broadway, Room 300, Glendale, CA, 91206, or via email or mail at the request of vendors without any cost.
- 2. Acceptance or Rejection of Proposals.** The City reserves the right to reject any and all Proposals, and to waive any informalities, irregularities or technical defects in such proposals and determine the lowest responsible proposer, whichever may be in the best interests of the City. No late proposals will be accepted, nor will any oral, facsimile or electronic proposals be accepted by the City.

Definition of Terms

The following terms used in the RFP documents shall be construed as follows:

“City” shall mean the City of Glendale.

“Agreement” shall be considered synonymous with the term “Contract.”

“Proposer” shall mean the individual, partnership, corporation or other entity who responds to the RFP.

“Vendor” shall mean the individual, partnership, corporation or other entity to which an agreement is awarded.

“Days” shall mean the business days recognized by City of Glendale.

I. Schedule of Events

Event	Date
Request for Proposals (RFP) Issued	xxx
Applicant Pre-proposal meeting	xxx
Deadline for Written Questions and Requests	xxx
Responses and Addenda Issued	xxx
Deadline for Applications	xxx
Candidate Interviews	
Final Selection Posted	xxx
Contract Award (City Council approval)	
Program Launch Date	xxx
Project Completion Date (12) mos	xxx

City of Glendale reserves the right to alter any of the dates shown above by written notice. Submit any inquiries via email to Ms. Arezoo Kamali, Planning Assistant at akamali@glendaleca.gov. No phone calls please.

II. Explanation of the Project

The purpose of this RFP is to:

- 1) Obtain the services of a well-qualified project team led by up to three vendors who are experts in their respective fields, to develop a Shared Mobility Pilot Program concentrating in the City of Glendale.

III. Project Background

City of Glendale is a desirable market for new mobility options. This interest is derived from the city’s geographic proximity to Los Angeles, Burbank, and Pasadena as well as its destination for commercial activity and employment.

Recently, many cities have incorporated dockless electric-scooter electric-bicycles, and standard bicycles as part of larger successful shared mobility program.

Implementation of such programs are a key component in closing first-last mile transportation gaps and offering patrons additional options to connect to shopping, dining, entertainment, employment and recreational opportunities without utilizing an automobile. The City of Glendale is an ideal recipient for a shared mobility program. For example, Downtown Glendale contains multiple retail, dining and entertainment destinations, including the Americana at Brand and Glendale Galleria that are located just south of Glendale's employ hub along Brand Boulevard at the 134 Freeway. The 1-2 mile distance between these two points of interest are just beyond comfortable walking distance for most people. A similar distance exists between the City's existing Amtrak/Metrolink Train Station, which is also approximately 1-2 miles from Downtown Glendale. A shared mobility program will provide opportunities to close existing gaps in the City's transportation network, including linkages to existing Beeline and Metro bus service, and may also encourage people to patronize businesses they may not otherwise frequent. In addition, this program advances opportunities for visitors in Glendale to "park once" and experience the City's numerous amenities.

Establishing a pilot program will allow the city to collaboratively and flexibly develop an effective model to regulate these new transportation options to ensure effective compliance with applicable laws and to promote a healthy integration into the City's existing transportation infrastructure.

In addition, the City has developed a number of plans, studies, and projects that need to be considered with the development of the Shared Mobility Pilot Program. These plans and programs include, the Glendale Safe and Healthy Streets Plan, Citywide pedestrian plan, the Safe Routes to School Plan, Bicycle Transportation Plan, Downtown Specific Plan, the South Glendale Community Plan, and others.

IV. City of Glendale Background

The City of Glendale is located at the eastern end of the San Fernando Valley in Los Angeles County, at the southern base of the Verdugo Mountains.

Glendale is bordered to the northwest by the Tujunga neighborhood of Los Angeles, to the northeast by La Cañada Flintridge and the unincorporated area of La Crescenta, to the west by Burbank, to the east by Pasadena and to the south and southeast by the City of Los Angeles. Glendale is also defined by the 210, 2, 134, and 5 freeways.

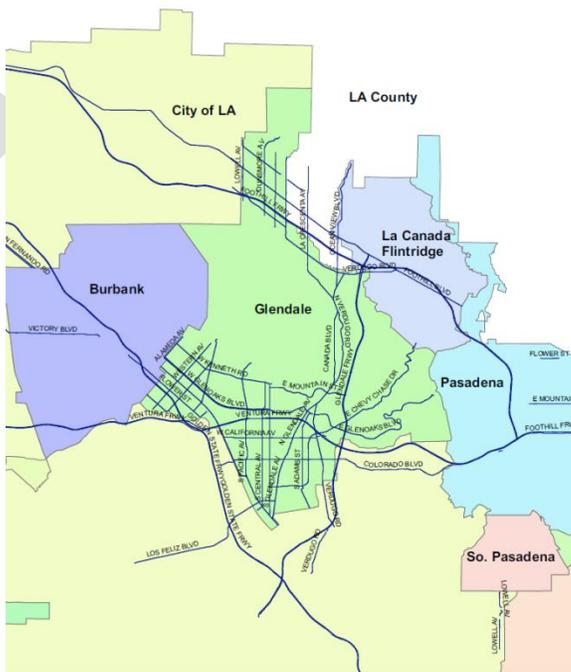
Glendale is a diverse, multi-cultural city of 191,719 residents (US Census Bureau 2010). Its business community, from manufacturing to financial services, employs nearly 100,000 people at more than 6,800 firms (US Census Bureau 2007).

The area's mobility network is well-connected by public transportation, including Metrolink and Amtrak service at the Glendale Transportation Center in South Glendale, by Metro Rapid and Local buses, and by the Glendale Beeline bus service

For purposes of long-range planning, Glendale is divided into four community planning areas, as described below:

North Glendale Community Plan

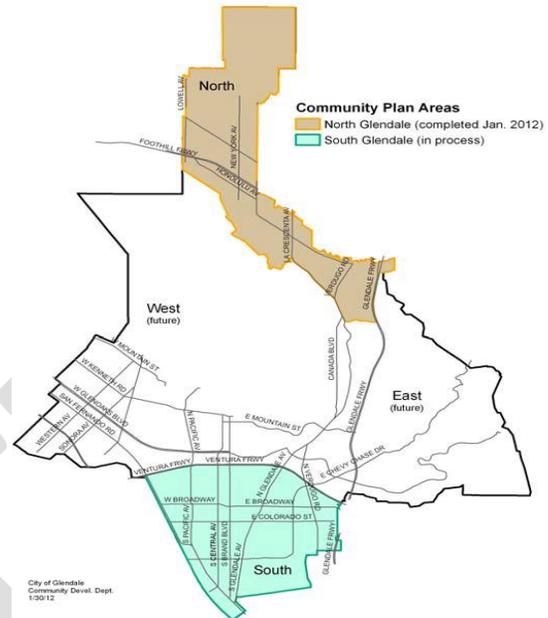
The community of North Glendale lies within the Crescenta Valley, which is clearly defined by the San Gabriel and Verdugo Mountains. The Crescenta Valley has a variety of neighborhood-oriented village centers and



commercial districts, including the Sparr Heights Business District, Verdugo City and the suburban corridor of Foothill Boulevard. The most intense of these is the “town center” surrounding the vibrant, popular, and highly walkable Montrose Shopping Park. The North Glendale Community Plan was adopted by City Council in November 2011; the document is provided in the Appendix.

South Glendale Community Plan

South Glendale includes Downtown Glendale, which has experienced significant growth in high-density mixed-use commercial and residential buildings since the adoption of the Downtown Specific Plan (2006) and the Downtown Mobility Study (2007). Just south of downtown is the Brand Boulevard of Cars, which contains a regional concentration of auto dealerships, and the Tropic area, the city’s burgeoning transit oriented development near the Larry Zarian Transportation Center. The South Glendale Community Plan is anticipated to be adopted in 2019.



East & West Glendale Community Plan

East Glendale includes hillside residential neighborhoods and neighborhood-serving commercial areas, and features Glendale Community College; this community abuts the City of Pasadena. West Glendale includes hillside residential neighborhoods, commercial, and industrial districts; it features the Kenneth Village shopping area, the Walt Disney Company’s Grand Central Creative Campus, DreamWorks Animation studios, the Glendale Narrows Riverwalk along the Los Angeles River, and abuts the City of Burbank. Development of community plans for East and West Glendale will begin in 2019.

V. Project Goals and Scope of Work

In developing the Shared Mobility Pilot Program, the vendor shall comply with all applicable local, State of California Department of Transportation (Caltrans), and federal facility design guidelines and requirements.

The City is seeking vendors in a 12-month pilot program to effectively address challenges associated with operating a new shared mobility system within an active city environment. The goal is to maintain the size of the device fleet at approximately 500 devices at the launch of the program. The city desires to see a mix of devices included electric scooters and bicycles. A minimum of 250 of the devices shall be bicycles or electric bicycles. Adjustments to the fleet size may be allowed after 90 days, to accommodate higher levels or ridership, or to curb unforeseen negative consequences. City staff will review applications with the intent to find the most qualified vendors who can most effectively partner during this period to achieve community needs and emerging issues.

Program operators should be prepared to actively engage with City staff to resolve issues and to develop solutions to improve system performance throughout the duration of the pilot. Vendors will be responsible for clearly communicating with the city, promptly responding to city inquires and requests, addressing public complaints, and resolving any operational issues that may arise.

Goals for the program include:

- Diversify mobility options for residents, employees and visitors to Glendale;

- Protect public health and safety and reduce sidewalk, pathway and ADA blockages;
- Reduce emissions from short trips and connections to transit;
- Maximize user awareness of safe and legal behaviors for operating shared mobility devices;
- Create an enforceable framework for managing shared mobility services;
- Ensure use of public right of way benefits public mobility;
- Ensure private vendors are responsive to pervasive issues and service complaints;
- Encourage use of shared mobility to reduce automobile trips;
- Mitigate impacts of bike share on Glendale's parks, sidewalks, public spaces, and privately-owned land;
- Maintain positive Public perception of the program; and
- Expand the range and connectivity for those with limited mobility options.

The Council will adopt an Ordinance that establishes the pilot program for shared mobility devices, and defines and limits the number of vendors during the pilot program period. The regularly framework will be guided by a professional services agreement during the duration of the pilot program. The Administrative Regulations have been promulgated to support implementation of the ordinance and pilot program. Both documents are available on the City's website: XXX

Proposal Scope of Work and material – Shared Mobility Pilot Program

Applications shall include all of the following to be considered complete.

1. INTENT: Please describe the overall vision for the service.
2. VENDOR INFORMATION:
 - a. Project team, including biographies and qualifications of lead team members. Include an organization chart that includes the entire company as well as the local team.
 - b. Number, type, location and duration of other shared mobility systems operated. Include all current operations, and samples of operating permitting requirements and history of compliance with permitting, state and local law.
 - c. Length of corporate operation, and related or ancillary business operations beyond shared mobility systems.
 - d. Names and addresses of any person or entity that has (i) more than 10 percent equity, participation, or revenue interest in the application or (ii) is a trustee, director, partner, or officer of that entity or of another entity that owns or controls the applicant. Identify the names and addresses of any parent or subsidiary of the application, and describe the nature of any such parent or subsidiary business entity. Identify any subcontractors or other partner organizations.
3. EQUIPMENT: Provide specific details of the proposed equipment and supporting elements.
 - a. Type and specifications of all devices. The selection committee may request a device demonstration if desired to clarify or confirm device details or functionality.
 - b. Number of devices proposed at launch, and anticipated at the maximum during the pilot program.
 - c. Device communications, device location systems, device capabilities, and system data collection details.
 - d. Functionality and features of software and operations management systems.

- e. Identify ability to provide minimum of 250 devices at program launch date.
 - f. Identify potential local warehouse, Maintenance or operational centers.
4. OPERATIONS: Provide system operations overview of daily operations and administration. Also provide the following detailed information.
- a. Fare structure, including any low-income or special fare options.
 - b. Hours of device availability, hours of customer service support, and hours of field support (i.e. outreach, rebalancing and maintenance),
 - c. Staffing plan and responsibilities for Glendale operations.
 - d. Plan for achieving service area coverage and balancing, including the nature and frequency of rebalancing throughout the day to provide availability and avoid overconcentration of devices in the service area.
 - e. Rebalancing of the system and the solutions for equitable access to the devices and minimizes the cluttering of devices throughout the city.
 - f. Geofencing boundaries of particular areas of the city, defined as the service area, as appropriate areas to operate the devices. Offering solutions or Incentives for the users that have operated outside the approved service areas.
 - g. Plan for resolution of on-going issues, daily complaints and emergencies. Provide details of how you will move devices that are parked incorrectly, are reported as complaints, or are out of service.
 - h. Plan for regular device maintenance.
 - i. Define how customers can communicate issues, how you will respond and the timeframe for response. Define how customer communications will be tracked and reported.
 - j. Details of customer service system to be provided, including staffing, wait time or availability, languages, and medium (text, phone, twitter, etc.).
 - k. Ability to offer service to customers without a credit card or smart phone.
 - l. Capacity to meet insurance and indemnification requirements.
5. PARKING, HELMETS & ROADWAY SAFETY COMPLIANCE:
- a. Describe your plan and approach to parking devices in a manner that is safe, legal, and complies with local and state law. Describe the technology and equipment you will utilize to manage parking. Describe geo-fencing and virtual station capabilities, and willingness to comply with required parking hubs.
 - b. Describe strategies to influence customer riding and parking behavior; be specific about what will be offered and at what time. Describe how you will engage with users who repeatedly violate rules or otherwise misuse the system.
 - c. Strategy for avoiding underage use of e-scooters, or use without a driver's license.
 - d. Plan for making helmets available to customers of e-scooters and e-bikes.
 - e. Plan for making customers aware of e-scooter and e-bike helmet laws and providing resources for compliance.
 - f. Plan for educating users about rules of the road, including illegal sidewalk riding impediment of ADA accessibility, and road restrictions.
 - g. Strategies for incorporating features into system functionality to address parking, helmet use and roadway safety.
 - h. Revenue sharing.
 - i. Incentives or penalties for good/Bad behavior.

6. **ENGAGEMENT:** Describe the outreach and engagement program for Glendale. Include marketing, education, safety outreach; and education regarding applicable local and state laws.
 - a. Plan for community engagement.
 - b. Plan to implement safety programs.
 - c. Plan for public information and education to users and non-users.
 - d. Marketing program.
 - e. Ability to achieve interoperability or integration with other modes of transportation.
 - f. Ability to participate in a community engagement event to demonstrate devices and services prior to program launch.
7. **DATA:** Describe in detail the front and back-end technology. Include data availability, specifications, and content.
 - a. Method of tracking device utilization and availability.
 - b. Method of making data available to the City, including components/details of a data dashboard. Include screenshots, and provide examples of any similar monthly reports.
 - c. Plan for monitoring system effectiveness, customer satisfaction, and municipal relationships over time.
 - d. Plan to comply with financial privacy laws and best practices. Provide your most recent third-party PCI (Payment Card Industry) audit. Plan to protect personal customer data.
 - e. Describe what, if any, user data you intend to collect and sell; and if so how this will be communicated to users and how they will be able to opt-out.
8. **INSURANCE REQUIREMENTS:** Provide proposed insurance coverage that protects the City from liability from injury, property damage, and other potential liabilities that could arise from a shared mobility program

VI. Instructions to Proposer

Compliance with Applicable Guidelines and Regulations

Vendors are required to comply with all applicable State of California guidelines and regulations regarding the Shared Mobility Pilot Program.

Late Proposals

All proposals, as well as any modifications, received at this office after the hour and date specified will not be considered unless they are sent by certified mail, for which an official, dated post office stamp has been obtained, and it is determined by the City's Project Manager that the late receipt was due solely to delay in the mail.

Disclaimers

The City reserves the right to extend the time allotted for the RFP submittal, to interview the Proposer in person, and to request a best and final offer, should the City deem that it is in its best interest to do so. This RFP does not commit the City to award a contract, or to pay any costs incurred in its preparation.

The City reserves the right to accept or reject any or all RFPs received as a result of this request, to negotiate with any qualified firm, or to cancel this RFP in part or in its entirety. The City may require the selected firm to participate in negotiations and to submit such technical, price, or other revisions of their proposals as may result from negotiations. Any costs incurred by the Proposer in responding to this Request for Proposals shall be the Proposer's sole expense and will not be reimbursed by the City.

Proprietary Information; Public Records Act

City seeks to conduct its business openly. Upon opening, all Proposals shall become a matter of public record and shall be regarded as public, with the exception of those elements of each Proposal that are identified by the Proposer and plainly marked as "trade secret," "confidential," or "proprietary," including any Statement of Qualifications and financial statements to be submitted by Proposer's. Each element of a Proposal which a Proposer desires not to be considered a public record must be clearly marked as set forth above, and any

blanket statement (i.e. regarding entire pages, documents, or other, non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If City receives a request from a third party to make a Proposal available for inspection and copying, and if the Proposer has plainly marked as “trade secret”, “confidential” or “proprietary” portions of its Proposal as required in this section, then the City will notify the Proposer of the request. If a Proposer instructs the City that the information is not to be released, City will withhold the information, provided, the Proposer expeditiously seeks a protective order from a court of competent jurisdiction to prevent such release. If disclosure is required under the California Public Records Act or otherwise by law (despite the Proposer’s request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof. Proposer shall indemnify, defend (including Proposer’s providing and paying for legal counsel for City), and hold harmless City, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging City’s refusal to publicly disclose one or more records that Proposer identifies as protectable, or asserts is protectable.

Agreement

Insurance Requirements

Requests for Clarification

A Proposer with questions may submit to the City a written Request for Clarification by email to **Ms. Arezoo Kamali, Planning Assistant at akamali@glendaleca.gov** for an interpretation or clarification of, or addenda to, this RFP. Any such request must be received by the City no later than the date and time specified in **Section I. Schedule of Events** in this RFP. The City will review and prepare a written response to each request made pursuant to this section. The City’s determination will be furnished to all Proposers by the date specified in **Section I. Schedule of Events** in this RFP.

The City reserves the right to modify or issue addenda to this RFP. If the City determines it appropriate to revise any portion of this RFP, either at the request of a Proposer or upon the City’s own initiative, the City will issue, and make available to all prospective Proposers, a written addendum setting forth this revision. Proposer shall acknowledge receipt of addenda by written notice thereof returned to the City. Where addenda require changes in the work to be performed under the Agreement, the date for receipt of proposals may be postponed by such number of days as the City deems appropriate to enable Proposers to revise proposals. The City is not bound by any oral interpretations, clarifications, or changes made to this RFP by any City staff member. Any clarification or change to the RFP must be provided in writing pursuant to this section.

Acceptance of Proposals

Each proposal shall be submitted with the understanding that it is subject to the evaluation procedure set forth in this RFP, and to negotiation at the option of the City. Upon acceptance in writing by the City of the final offer to furnish any and all of the services described herein, the parties shall promptly execute the final contract documents. The written Agreement shall bind the Proposer to furnish, deliver, maintain, operate or compensate in accordance with conditions of said accepted proposal and this Request for Proposals, as negotiated. The City reserves the right to make the award under this RFP based upon the initial proposals submitted. The City has the right to reject any and all proposals and to waive any informality in any proposal.

City Rights

The City reserves the right, at its sole discretion, to:

- investigate the qualification of any Vendor, require confirmation of information furnished by a Vendor, and require additional evidence of qualifications to perform the Work described in this RFP
- Reject any or all of the Proposals, or any item of the Proposal, without further obligation or reimbursement to the Respondents.
- Modify this RFP
- Cancel or withdraw this RFP
- Issue a new RFP
- Suspend or abandon the Project.

- Appoint evaluation committees to review Proposals, and seek the assistance of outside technical experts in Proposal evaluation
- Adjust, increase or decrease a Vendor's qualification determination based on subsequently learned information
- Approve or disapprove the use of particular Vendors.
- Negotiate fees for scope of work with the Vendor at any time after receipt of the Proposal.
- Waive immaterial deficiencies, informalities and minor irregularities in Proposals as the interests of the City may require.
- Terminate negotiations if the City determines termination is in its best interests.
- Not issue a notice to proceed after execution of the Contract.

In submitting a Proposal to this RFP, the Vendor is specifically acknowledging these City-held rights. This RFP does not commit the City to enter into a contract, including if the City elects to reject, in its sole discretion, all of the Proposals. The City is not liable for any costs incurred by a Vendor in preparation and submission of a Proposal or in anticipation of award of a contract. By submitting a Proposal, the Vendor disclaims any right to be paid for such costs.

Restrictions on Lobbying and Contacts

During the period beginning on the date of the issuance of the RFP and ending on the date of selection of the Proposer, no person (or entity) submitting a proposal in response to this RFP, nor any officer, employee, representative, agent, or Vendor representing such a person (or entity) shall contact through any means or engage in any discussion concerning the award of the Contract with any member of the City Council of the City of Glendale or his/her staff. Any such contact shall be grounds for the disqualification of the proposal. During the period beginning on the date of the issuance of this RFP and ending on the date of selection of the Proposer, each person or entity described in the previous paragraph shall limit his or her communication with City staff to the written clarification and amendment process described in this RFP, and interviews or discussions pursuant to evaluation and selection process described in this RFP.

At no time may any Proposer have any communication with a member of the City's evaluation Committee, other than communication initiated by such member during interviews or discussions.

VI. Evaluation & Selection

Eligibility

The City is seeking applications to select up to three vendors of e-bike and e-scooter sharing to provide citywide services in the City of Glendale as part of a Shared Mobility Pilot Program. The pilot program seeks to have one e-bike and two e-scooters systems operating during the duration. Companies may offer both services but should apply separately for each. Applicants must be able to provide all the services associated with running the shared mobility devices systems. Applicants may apply as individual companies or as teams.

Selection Criteria & Process

The City is seeking the best qualified vendors. In evaluating applications, the selection committee will be reviewing based on the criteria outlined below. Each criterion shall be rated on a score of 1 to 10, 1 being extremely unqualified and 10 being extremely qualified. Applicants with the highest score are deemed the most qualified.

1. Experience operating shared mobility device systems.
2. Proposed operations plan appropriate to the Glendale environment.
3. Ability to launch operations in a timely manner.
4. Public education and engagement strategies.
5. Compliance record with Federal, State or local law, or rules and regulations.
6. Financial viability and stability, and adequacy of insurance.

7. Proposed methods to address the regulatory and safety elements outlined in the RFP

Applications may be disqualified if they:

- Make one or more false or misleading statements, or material omissions on the application or during the application process;
- Fail to provide information requested or required by the City; or
- Operate or propose to operate in a manner that endangers the health, safety, or welfare of the community.

Applications will be reviewed by a selection committee of Planning and Community Development. The committee will consist of City staff with knowledge and experience in issues related to shared mobility devices including their impact on public health, safety and welfare.

The committee will review all applications, and make written recommendations to the council based on the committee's proposed ranking of each qualified applicant.

Review Process

Submitted proposals will be reviewed by City staff. Applications must include all required materials. The Selection Committee will review all materials and proposals for each qualified applicant based on the selection criteria listed above and will make the final selection. Up to three selected vendors will be issued Preliminary Selection Letters that can be used to apply for the necessary Operator Permit. Nothing contained in this request shall create any contractual relationship between an applicant and the City. The City accepts no financial responsibility for costs incurred by any applicant regarding this request.

It is understood that if a selected applicant fails to timely obtain all applicable permits, licenses and approvals for operation, the City may terminate the applicant and authorize the next highest ranked applicant to proceed with obtaining all applicable permits as if that applicant was selected in the first instance. The City reserves the right to reject any or all applications and select fewer than three vendors .

Up to three (3) highest-scoring Proposers will be selected.

The City reserves the right to reject the proposal of any Proposer who has previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a Proposer who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to reject the proposal of any Proposer who is in default of the payment of taxes, Agreements or other monies due to the City of Glendale.

VIII. Response to RFP – Formatting & Contents

Response Formatting and Contents

The City expects the Proposer to prepare a comprehensive proposal with recommendations, actions, and procedures to accomplish the scope of work set forth in this RFP.

The City of Glendale must receive two (2) CDs and eight (8) hard-bound copies of the proposal and one (1) unbound original suitable for reproduction. All documents must be submitted together by the date and time noted on the RFP title sheet.

Proposals should be concise and must be correctly formatted in accordance with this RFP.

Part I – BACKGROUND, AFFIRMATIONS, CERTIFICATIONS AND STABILITY

1. Submittal Cover – Form A

The proposal shall be signed by an individual authorized to bind the Proposer and shall state that the proposal is a firm offer for a 120-day period.

- A corporation must execute the Proposal by its duly authorized officer(s) in accordance with its corporate bylaws.
- A partnership must execute the Proposal by all of its partners. After each signature, each partner must list a residential address or the Firm's address, either of which must include the state, zip code, and telephone number.
- If the Proposer is a joint venture consisting of a combination of any of the above entities, each entity in the joint venture must sign the Proposal.
- An individual signing a Proposal as an agent of another or others must attach to the Proposal evidence of that person's legal authority to sign on behalf of another or others.

2. Proposer Contact Information – Form B

Provide the indicated contact information for the primary contact person who will be authorized to make representations for the Proposer's firm. Provide information for the Proposer's secondary contact. List all sub-contractors proposed for this project including type of work to be performed. Use additional sheets as needed.

3. Statements and Agreements – Forms C-F; Disclosure - Campaign Finance Ordinance

This section should include the following certifications, each of which shall be fully executed:

- i. Form C – Restrictions on Lobbying and Contacts
- ii. Form D – Statement of Qualifications
- iii. Form E – Proposer's Affidavit of Noncollusion
- iv. Form F – Equal Opportunity/Affirmative Action Statement
- v. Form G – Hold Harmless Agreement
- vi. Debarment and Suspension Certification

4. Information Regarding Debarments, Defaults, Claims, and Related Events

Each Proposer, including its Joint Venture members, general partners, and subconsultants ("team members"), shall submit the information set forth below regarding past performance, activities, and projects. The information shall cover the 5 year period prior to the due date of the proposal.

- i. Any instance where the Proposer or a team member defaulted on a public services contract.
- ii. Information concerning the bankruptcy or receivership of the Proposer or a team member.
- iii. Information concerning all adverse claims, disputes, settlements, or lawsuits between a public agency and the Proposer or a team member (including professional liability/errors and omissions claims) in which the claim, settlement, or judgment exceeds two hundred and fifty thousand dollars (\$250,000).

Part II – QUALIFICATIONS & TECHNICAL PROPOSAL

Each Proposer shall submit Part II that includes each of the materials set forth below, explaining the qualifications of the Proposer to perform the scope of work and setting forth the Proposer's management and

organizational structure, capability, experience, and proposed programs and plans to ensure successful performance of the scope of work.

- a. Project Team
 - i. Proposer must submit an organizational chart identifying the titles of project team members (and subcontractors if applicable) and reporting relationships within the team. The submittal shall also include a brief description for each position identifying which functions they will be responsible to perform in relation to the Agreement including coordination of subcontractors. The chart shall indicate a "Project Manager" who will be the City's central contact person for day-to-day matters. The successful Proposer agrees not to change the assigned project staff without prior written consent of the City.
 - ii. If applicable, the Proposer will submit a description of the proposed subcontractors and identify which functions they will be responsible to perform in relation to the scope of work.
- b. Experience, Reference, and Performance Record
 - i. Provide contact information for five (5) current agencies for which the Proposer has provided similar work product. Two of these contracts should be located in Southern California. Provide contact name, title, agency name, address, phone, email, services provided, and annual revenue hours. Provide a brief scope of services provided for each contractual relationship. Briefly highlight any unusual findings discovered in the course of implementing the project and achievements gained as a result of the work product.
- c. Technical Proposal
 - i. Provide detailed Scope of Work based on tasks specified in this RFP.

**FORM A
SUBMITTAL COVER PAGE**

**RESPONSE TO REQUEST FOR PROPOSALS
CITY OF GLENDALE
Shared Mobility Pilot Program**

Proposer:

Firm Name:
Street Address:
City, State, Zip:

I certify that this Proposer is sufficiently informed as to all matters affecting the performance of the work, and the furnishing of labor, supplies, material or equipment called for in this proposal; that the proposal has been checked for errors and omissions, that the facts stated in the proposal are current and as intended and are a complete and correct statement of the facts stated therein for performing the work or furnishing the labor, supplies, materials or equipment required by the RFP. This Proposer waives any claim for the return of its proposal on account of errors or omissions claimed to have been made in its proposal or for any other reason.

I certify that this response fully complies with the requirements as defined in the RFP, and that I am an authorized representative of the company to bind the firm to this response to the RFP for a 120 day period.

Printed Name of Authorized Representative

Signature of Authorized Representative

**FORM B
PROPOSER CONTACT INFORMATION**

Proposer

Firm Name:
Address:
City, State, Zip

Authorized Signer Name:
Authorized Signer Title:
Telephone Number:
Fax Number:
Email Address:

Project Manager Name:
Project Manager Title:
Telephone Number:
Fax Number:
Email Address:

Subcontractors to Proposer

Firm Name:
Address:
City, State, Zip
Authorized Representative Name:
Authorized Representative Title:
Telephone Number:
Fax Number:
Email Address:
Work to be Performed:

Firm Name:
Address:
City, State, Zip:
Authorized Representative Name:
Authorized Representative Title:
Telephone Number:
Fax Number:
Email Address:
Work to be Performed:

Attach additional pages as necessary.

FORM C
RESTRICTIONS ON LOBBYING AND CONTACTS

The Proposer agrees that during the period beginning on the date of the issuance of the RFP and ending on the date of selection of the Proposer, no person (or entity) submitting a proposal in response to this RFP, nor any officer, employee, representative, agent, or Vendor representing such a person (or entity) has not and shall not contact through any means or engage in any discussion concerning the award of the Contract with any member of the City Council of the City of Glendale or his or her personal staff. Any such contact shall be grounds for the disqualification of the proposal.

The Proposer agrees that during the period beginning on the date of the issuance of this RFP and ending on the date of selection of the Proposer, each person or entity described in the previous paragraph has and shall limit his or her communication with City staff to the written clarification and amendment process described in Section IV, and interviews or discussions pursuant to evaluation and selection process described in Section V. At no time has or shall this Proposer have any communication with a member of the City's Evaluation Committee, other than communication initiated by such member during interviews or discussions.

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

FORM D
STATEMENT OF QUALIFICATIONS

- A. If your organization is a corporation or a limited liability company, answer the following:
1. Date of incorporation/organization:
 2. State of incorporation/organization:
 3. Corporate ID number:
 4. Agent for Service of Process:
 5. Attach names, addresses and phone numbers of all Corporate Officers.
- B. If your organization is a partnership, answer the following:
1. Date of organization/formation:
 2. Type of partnership (if applicable):
 3. Attach name(s), address and telephone number of general partner(s):
- C. If your organization is individually owned, answer the following:
1. Date of organization:
 2. Owner Name:
Address:
Telephone number:
- D. Claims and Suits (Check the box if answer is “no”. If the answer to any of the questions below is “yes”, please attach an explanation.)
1. Has your organization ever been debarred or disqualified from bidding by any state, county or local government agencies? If yes, please explain.
 2. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
 3. Has your organization filed any lawsuits or requested arbitration within the last five (5) years?
 4. Have you or, if Proposer is a corporation, any principal of the corporation ever been convicted of a felony? If your answer is “Yes”, please explain the details of that conviction and, if so, whether you or said officer have served his or her sentence.
 5. Have you or your company ever been charged by any governmental agency for failure to follow safety procedures? If so, please explain.

We/I declare under penalty of perjury that the foregoing is true and correct.

Dated this _____ day of _____, 20_____.

Name of Company:

By:

Title:

**FORM E
PROPOSER'S AFFIDAVIT OF NONCOLLUSION**

I, _____ under penalty of perjury, state as follows:

1. That I am the _____ (Title of office if a corporation: "sole owner," "Partner," or other proper title) of _____, (hereinafter called "Proposer") who has submitted to the City of Glendale a Proposal for the Shared Mobility Pilot Program;
2. That said Proposal is genuine; that the same is not sham; that all statements of fact therein are true;
3. That said Proposal is not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not named or disclosed;
4. That Proposer did not, directly or indirectly induce, solicit, agree, collude, conspire or contrive with anyone else to submit a false or sham proposal, to refrain from proposing, or withdraw his/her proposal, to raise or fix the proposal price of Proposer or of anyone else, or to raise or fix any overhead profit, or any cost element of Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interests of the City of Glendale, or of any other Proposer, or anyone else interested in the proposed Agreement;
5. That the Proposer has not in any manner sought by collusion to secure for himself/herself/itself an advantage over any other Proposer or induce action prejudicial to the interests of the City of Glendale or of any other Proposer, or anyone else interested in the proposed Agreement;
6. That the Proposer did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Glendale, or to any person or persons who have partnership or other financial interest with said Proposer in his/her business.

We/I declare under penalty of perjury that the foregoing is true and correct.

Dated this _____ day of _____, 20____

Name of Company:

By:

Title:

FORM F
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

The Proposer hereafter described will not discriminate against any employee or applicant for employment because of race/color, national origin, sex, sexual preference, religion, age, or handicapped status in employment or the provisions of services.

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

DRAFT

**FORM G
HOLD HARMLESS AGREEMENT**

Proposer agrees to indemnify and hold harmless the City of Glendale against and from any and all damages to property or injuries to or death of any person or persons, including employees or agents of the City, and shall defend, indemnify and hold harmless the City, its officers, agents, and employees, from any and all claims, demands, suits, actions, or proceedings of any kind or nature, of or by anyone whomsoever, in any way resulting from or arising out of the negligent or intentional acts, errors, or omissions of the Proposer or any of its officers, agents, or employees.

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

DRAFT