

**EXHIBIT “C”**

**2019 REQUEST FOR PROPOSALS**

See attached.

**ADDENDUM NO. 1**  
**TO**  
**CITY OF REDONDO BEACH**  
**REQUEST FOR PROPOSALS #1920-005**  
**OPERATIONS AND MAINTENANCE OF**  
**BEACH CITIES TRANSIT**  
**FIXED ROUTE TRANSIT AND DIAL-A-RIDE SERVICES**

**NOTICE TO ALL BIDDERS:**

This Addendum is attached to and made part of the above entitled specifications from the City of Redondo Beach. Each Proposer shall acknowledge receipt of this addendum in their submitted proposal.

**CHANGES TO RFP SPECIFICATIONS**

1. RFP p.12:

a) Third paragraph revise to read (change is underlined):  
Proposals will be delivered and addressed to:

City of Redondo Beach – City Clerk  
415 Diamond Street, Door 1  
Redondo Beach, CA 90277  
Attention: Beach Cities Transit Proposal #1920-005

b) Schedule, the planned date for Interviews is revised to read “Wednesday, January 15, 2020.”

2. RFP p.15, Paragraph 1.C. second sentence is revised to read: “*Present at least four examples of publicly-funded transit clients similar in scope.*” [underlining indicates change]

3. Scope of Work, Section 3.9, Personnel, second paragraph is revised to read as follows:

*“Contractor shall use appropriate screening and selection criteria for employing personnel. Those checks shall include Department of Motor Vehicles (DMV) and criminal background checks, pre-employment drug screening and physicals of all employees assigned to BCT as required by law and appropriate to their positions. Contractor shall undertake the steps necessary to ensure all such employees perform their duties in a safe, legal, courteous, and professional manner at all times.”* [underlining indicates change]

4. Form B, Proposal Checklist, second paragraph is revised to read as follows:

*"Proposers are requested to submit this Checklist and to verify that the following information is included in their proposals. If documentation is incomplete, the Proposer may be considered non-responsive and ineligible for award of a Contract."* [underlining indicates change]

A revised Form B is attached to this Addendum and posted on the City's website.

5. Form H, CERTIFICATION OF LOBBYING RESTRICTIONS, posted on the City's website should be used in place of the version appearing in the RFP on p.123. The website version agrees with the Lobbying Restrictions form appearing in the Transit Service Agreement on p.99, except for the title.

6. Attachment 1, BCT Fleet Inventory List Table As of October 21, 2019, is replaced by the amended version attached to this Addendum No. 1.

7. Attachment 2, Wage Ranges and Benefits for Hourly Employees - January 2020, is replaced by the amended version attached to this Addendum No. 1.

Except for the changes noted above, all other requirements and specifications in this Request For Proposals remain unchanged.

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Joyce Rooney, Transit Manager

Issued December 5, 2019

### **RESPONSE TO SUBMITTED QUESTIONS**

Q1. Page 14, Proposal Requirements: Can the City please clarify what should be included in Section H. Supplemental Information?

Response: This section will contain whatever information or documents your firm feels are necessary to properly present your qualifications, experience and/or proposal which are not specifically addressed elsewhere in the Proposal Requirements.

Q2. Page 15, Section 1, C: The RFP states that the proposer should "present at least three and no more than five examples of publicly-funded clients similar in scope." However, on Form D – References, it states to "list a minimum of at least 4 references of similar size and scope." Please clarify the minimum number of references proposers are required to provide.

Response: See Change 2 above.

Q3. Page 25, Section 3 Compensation: In the event of exterior factors beyond the control of the contractor, such as traffic, weather delays, etc., that cause a route to continue past scheduled hours, will the contractor be compensated for this time, or will the City only allow the contractor to bill for the scheduled hours?

Response: See RFP Section 3.1.2, Fixed Hourly Fee, which clearly states that *“...Contractor shall be paid a Fixed Hourly Rate for each documented Vehicle Revenue Hour of service operated...”* Payment is not based on scheduled hours, but on “Vehicle Revenue Hour” as defined in Section 1, Definitions, of the Section 4, Scope of Work, of this proposal. According to this definition, the Contractor would be compensated for such exterior factors as described in your question.

Q4. Page 27, Exhibit C – Cost Proposal: Please clarify if start-up costs are included as part of the evaluation. We recommend keeping those costs separate to get an “apples to apples” comparison of operating the service, as the incumbent would not have any start-up costs.

Response: Start up costs are listed as a Fixed Cost Element in the Cost Proposal forms and will be included in the evaluation of costs by the City.

Q5. Page 35, Section 2.5 Vehicles/Attachment 1: Does the City have any remaining or extended warranties that apply to the provided fleet?

Response: See the Revised Attachment 1 attached to this Addendum, which now contains information on warranties.

Q6. Page 36-37, Section 2.7.3 Provided Maintenance Equipment: Please confirm that the City will only provide the air compressor and the Contractor is required to provide all other maintenance equipment.

Response: This is correct as stated in the RFP.

Q7. Page 42, Section 3.9 Personnel: The RFP states “Contractor shall use appropriate screening and selection criteria for employing personnel. Those checks shall include Department of Motor Vehicles (DMV) and criminal background checks, pre-employment drug screening and physicals of all employees assigned to BCT.” Can the City clarify whether the requirement for pre-employment physicals applies to all employees, or only those operating vehicles?

Response: See Change 3 above.

Q8. Page 43, Section 3.9.4 Retention of Existing Employees: Pursuant to Labor Code 1072, the incumbent Contractor must provide bidders with information regarding the current wages and benefits for all employees involved in contract. Please provide this information for all employees of the current Contractor.

Response: See the revised Attachment 2 to the RFP which is attached to this Addendum per Change 7.

Q9. Page 44, Section 3.9.4 Retention of Existing Employees: As our company would like to retain as many of the current employees as possible, please provide a current staff list with seniority date, full- or part-time status, and pay rate. Names can be stricken to protect privacy (i.e. Driver1, Dispatcher1, Dispatcher2, etc.).

Response: The employee, wage and benefit information required by California Labor Code 1072.(c)(1) appears as Attachment 2 to the Request for Proposals. According to the subsequent language in the cited section, the detailed information you request must only be provided to the successor contractor.

See page 41 of the June 2019 Monthly Management Report (Item 2c) on the City website for a current BCT employee list with seniority dates.

Q10. Page 44, Section 3.9.4 Retention of Existing Employees: To ensure that none of the current employees go backwards in benefits should a transition occur, please provide information regarding the current rates/benefits for employees. Please include specific information such as a rate sheet regarding co-pays, dependent coverage, and amount of the premium paid by employer.

Response: See Attachment 2 to the RFP.

Q11. Page 51, Section 3.9.12 Vehicle Operator Training: The RFP states “Minimum two (2) hours of on-going safety and other transit related training every two months for every vehicle operator employed in BCT service.” Would a total of 12 annual ongoing training hours meet this requirement, or must the training be broken up into two-hour segments every two months?

Response: The requirement as stated is a “minimum of two (2) hours” every two months, or a minimum total of 12 hours training per year. The City requires that this training be conducted as stated, in training sessions conducted every two months.

Q12. Page 112, Section 6 Required Forms: Please confirm proposers are not required to submit Form E - Proposed DBE Participation, Form K - DBE Participation Schedule, and Form L – DBE Utilization Form if no DBE firms are proposed.

Response: All forms need to be included in completed proposals, even if they are marked “NA” as “Not Applicable.” If subcontractors are to be used to provide services to this contract, the City expects Offerors to use good faith efforts to identify and utilize Disadvantaged Business Enterprise firms, if possible.

Q13. Page 116, Form B – Proposal Checklist: This form states that proposers are to provide the requested information following the sequence shown. However, the sequence shown is vastly different than the response sequence/outline provided under “Proposal Requirements” on pages 13-17. Please clarify which response order proposers are to follow.

Response: See Change 4 above.

Q14. Page 123, Form H – Certification of Restrictions on Lobbying: This form, included on page 123 of the pdf copy of the RFP, is different than the Word version of Form H. There is also a Lobbying Restrictions form on page 99 of the RFP, which matches the Word version. Please clarify which Lobbying form should be signed and returned with the proposal response.

Response: See Change 5 above.

Q15. Page 126, Attachment 1: Please clarify the following information for each vehicle in the provided fleet:

- a. Engine type
- b. Average miles per year
- c. Current odometer reading – please confirm the ‘Ending Miles’ listed is as of October 21st, 2019

Response: See the Revised Attachment 1 to the RFP which is attached to this Addendum and contains the information you request. (Miles per year can be computed by dividing lifetime miles by years of service for each vehicle.)

Q16. Page 126, Attachment 1: Please provide the past 12 months of major component replacement and repair history for the provided fleet.

Response: See p.37 of the June 2019 Monthly Management Report (Item 2c) on the City’s website.

Q17. General: Please provide total staff numbers of the current contractor by job category, or an organizational chart outlining these positions. For any shared or non-dedicated positions, please indicate the percentage dedicated to the current contract.

Response: See the amended Attachment 2 which is attached to this Addendum. The additional information you request is not required by California Labor Code 1070-1074.

Regarding any shared or non-dedicated positions, this information is proprietary to the incumbent Contractor.

Q18. General: Please provide average call volume, by day of the week if possible, to include call hold time and call handle time.

Response: Avg. monthly call volume: 2200 calls.  
Avg. daily call volume: 100 calls.  
Avg call handle time: 2:00 minutes.  
Avg hold time: 0:17 to 1:00 minute.

Q19. General: What are the current pull out and return to yard times for each route?

Response: The requested information is proprietary to the incumbent Contractor and not available to the City.

Q20. General: What is the number of telephone lines required; what kind of data lines are required (i.e. T-1, standard or other)?

Response: The current Contractor doesn't have telephone lines, but uses a VOIP phone system with 10mg download and 2mg upload. To support this, they have an Ethernet service delivered by two bonded DSL lines.

Q21. General: What is the current level of complaints per 1,000 boardings for each of the service types provided? What is the average level of complaints per 1,000 boardings per year for each of the three past years?

Response: See June 2019 Monthly Management Report posted on the City's website (Item 2c) which includes the total complaints for FY 2019. The annual complaint summaries for FY 2017 and FY 2018 are contained in the June 2017 and June 2018 Monthly Management Reports, which have been added to the City's website.

Q22. General: Does this RFP represent any significant changes to the current operation?

Response: No, however, Offerors should see the discussion of "Pending Issues" on pp. 9-11 of the RFP for possible changes during the period of this contract.

Q23. General: Please describe any challenges experienced with the current operation.

Response: As with most transit systems, whether contracted or not, recruitment and retention of qualified operators is a challenge.

Q24. General: Is there anything specific within this RFP that the City is hoping the Contractor will improve upon in the next contract period?

Response: The City is always looking for improvements in operations and performance.

Q25. General: If vehicles are not replaced according to the estimated replacement plan, will the City work with Contractor on additional maintenance costs?

Response: Yes, so long as vehicles are being properly maintained in accordance with the Scope of Work specifications.

Q26. General: What is the current level of productivity for each of the service types provided? What is the average productivity per year for each of the three past years?

Response: See Attachment 3, BCT Operating Statistics, FY 2016 - 2019

Q27. General: In order for bidders to accurately gauge the cost of insurance and maintenance, please provide data (by route) regarding the last year's:

- a. Revenue miles and revenue hours
- b. Total miles and total hours
- c. Current deadhead miles and deadhead hours

Response: See the June Monthly Management Reports for 2017-2019 which have been posted to the City's website.

Q28. General: What are the average miles between road calls for the service types, per year, for each of the three past years?

<u>Response:</u>	ROAD CALLS BY YEAR		
	FY 17	FY 18	FY 19
Dial-A-Ride	2	0	3
Fixed Route	27	33	23

Annual miles is available in the June Monthly Management Reports posted on the City's website

Q29. General: Would the City consider waiving all liquidated damages for the first three months of operation in the event a new contractor is selected?

Response: This contract has no liquidated damages.

Q30. General: Please provide the following related to the existing CBA:

- a. Copies of the current collective bargaining agreement(s)
- b. Any TA agreements, side letters, or other documentation that indicates the current agreement parameters with the incumbent contractor
- c. The job classifications that participate
- d. Contact information for the local union representative

Response: The City is not a party to the Collective Bargaining Agreement and cannot make it available. The business manager for Teamsters Local 572 is Tait Skifstrom, who can be contacted at Cell: 310-345-9534 or Email: [tskifstrom@teamsters572.org](mailto:tskifstrom@teamsters572.org)

Q31. Will the City allow for the contractors' proposal to be submitted electronically?

Response: No. This is clearly stated on p.12 of the RFP: "*No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered.*"

Q32. Per Labor Code § 1072, c.1, Please provide the number of employees who are performing services under the service contract and the wage rates, benefits, and job classifications of those employees in writing at least 30 days before bids for the service contract are due to allow bidders to adequately meet service requirement needs. Attachment 2 in the RFP provides some of this information, however it does not provide the number of employees and their seniority date to relate to the wage rates, benefits and job classifications. Please further clarify if all employees are currently 100% dedicated to this service.

Response: See Change 7 above and the responses to Q.8 and Q9.

Q33. Please provide the current call volume, broken down by weekday, Saturday and Sunday to include hourly levels if possible.

Response: See the response to Q.18 above.

Q34. Will the City grant a one-week extension of the proposal due date?

Response: No.

Q35. Please provide a breakdown of medical insurance usage by plan.

Response: See the response to Q.9 above.

Q36. Please provide a copy of the most recent signed CBA with the Teamsters Union.

Response: Please see response to Q.30 above.

Q37. Please confirm that no scheduling software for the fixed routes needs to be provided by the contractor.

Response: Scheduling of the fixed routes is up to the Contractor so long as the requirements of the Scope of Work and published schedules are met.

Q38. Client-provided MDTs are mentioned in the RFP. Can you please provide the make and model of these units?

Response: This contract has not yet been awarded, so the MDT make and model are not yet determined.

Q39. Is the contractor responsible for any low voltage (networking) cabling for this service implementation?

Response: Contractor is responsible for their office computer system.

Q40. Please clarify what network infrastructure already exists. E.g., office drops, patch panel, etc.

Response: The present network has been installed by the incumbent Contractor and is not City property.

Q41. Does the City have any age or fuel type requirements regarding administrative or non-service vehicles? How many are currently being supplied by the contractor?

Response: The City has no age or fuel requirements for administrative or non-service vehicles which are provided by the Contractor. Contractor is responsible for the cost of fuel for such vehicles. The current Contractor provides 6 non-service vehicles: 2 supervisor vehicles, 3 relief vehicles and 1 maintenance/service truck.

Q42. Please confirm the Contractor is not responsible for major replacements, such as engines and transmissions, for the City-provided fleet.

Response: See Scope of Work Section 3.11, Maintenance, which states clearly in the second paragraph that "*Contractor shall, at all times, and at its sole expense, maintain all components of each vehicle in safe and proper working condition...*"

See also response to Q.25.

Q43. Please provide the last 12-month history for major component replacement and repairs for the City-provided fleet.

Response: See p.37 of the June 2019 Monthly Management Report (Item 2c) on the City's website.

Q44. Are there any remaining warranties for the fleet or City-provided equipment?

Response: See response to Q.5 above.

Q45. Please provide the last six-month report showing actual performance standards as described in section 3.22

Response: Compliance with the performance standards is reported in the Contractor's Monthly Management Reports. See sample Monthly Reports posted on the City's website.

Q46. Given the contract goal for Disadvantaged Business Enterprise (DBE) is 0%, please confirm a good faith effort is not required.

Response: See response to Q.12 above.

Q47. How many years has the existing contractor held this contract, including extensions?

Response: See RFP p.9, Existing Contract.

Q48. Please provide copies of the last three months of invoices from the Contractor.

Response: Sample Monthly Management Reports for April - June 2019 are posted to the City's website.

Q49. Please provide a copy of the current contract for these services.

Response: This is already posted to the City's website.

Q50. At various times, state, federal, and local governments change laws, rules and regulations which require a company to increase the wages or benefits for the employees that will be employed under this contract. If such an event occurs during the term of the agreement, how will the City respond for a request for increased compensation. For example, the recent Affordable Care Act legislation significantly affected the level and cost of medical coverage for employees. Since these events cannot be anticipated and the costs are so significant, we need to understand the risk associated with such laws, rules, or regulations.

Response: The City cannot commit to any future adjustment of the rates of compensation as might be affected as described in the question. If such a change occurs, the Contractor may request to negotiate the rates of compensation.

Q51. IT: Who is required to provide the internet circuit for the facility?

Response: This is a Contractor responsibility.

Q52. IT: Is the Contractor able to segment a separate VLAN off the City internet service?

Response: No.

Q53. IT: What up/down bandwidth is available to the Contractor on the City's internet service?

Response: None. Contractor is not connected to the City internet or computer system.

Q54. IT: Please confirm Contractor can install their own managed router and switch for segmented VLAN.

Response: There is no "segmented VLAN." Contractor is responsible for installing a computer system to meet their operational and administrative needs.

Q55. IT: Please provide detail on the office/facility phone and internet lines/connections in each work area.

Response: Contractor is responsible per Scope of Work Section 3.17.1 to install all telephone equipment and phone system.

Q56. IT: Does the Contractor need to provide any network cabling or facility IT upgrades?

Response: See response to Q.51.

Q57. IT: Is there rack space available for Contractor servers, switch, routers, etc.?

Response: See response to Q.51.

Q58. IT: For the City provided telephone system, are there Service Level Agreements (SLA), Business Continuity Plans (BCP) or Disaster Recovery (DR) plans that Contractors need to follow? If so, please provide copies.

Response: The City does not provide a telephone system. See Scope of Work Section 3.17.1.

Q59. IT: Are there any current challenges or concerns with provided technology that need to be addressed? An example might be the system lacks capacity for anticipated growth.

Response: No.

Q60. IT: Please provide a diagram of the Technology landscape showing applications/services, who uses each, are they on a server or in the cloud, etc.

Response: The City does not have this information.

Q61. Although it was mentioned in the pre-proposal meeting, please clarify in writing that no LDs will be included in this contract.

Response: There are no liquidated damages in the proposed BCT contract.

Q62. 49 U.S.C § 5333(b) under the Federal Transit Act (also referred to commonly as “13c”) provides job, pay and benefit protections for transit employees working for agencies/municipalities that receive federal funding. Significant severance and relocation benefits may exist for workers whose jobs and/or benefits are eliminated or reduced without bargaining. There is no statute of limitations under 13c. Please consider including the following in the contract:

“The pricing quoted herein is contingent upon the assumption that vendor shall not be liable for any transit employee protection obligations including those associated with 49 U.S.C. 5311 or 49 U.S.C.A. 5333(b). If vendor shall be liable for any transit employee protection obligations, pricing shall be adjusted to cover such costs upon receipt of relevant information from the transit agency.”

Response: This language cannot be included.

Q63. Please clarify what happens if parties do not agree on option year compensation. We strongly prefer for extension language to read as follows, thereby clarifying any confusion as to agreement on terms: “This Agreement may be extended by mutual written agreement for one (1) additional two-year period.”

Response: This contract is subject to Federal Procurement Regulations which do not permit the suggested language.

Q64. Please consider deleting all references to “volunteers” from the indemnification language because they are outside the proper scope of coverage. FT prefers the indemnification be limited by the gross negligence of Contractor, for the exclusions to indemnification be broader

than what is included in Section 12b of the contract, and for the City to indemnify FT. We prefer to revise as follows:

“....grossly negligent performance of work hereunder...except to the extent such loss or damage which was caused by the sole negligence or willful misconduct of City its agents or employees, passenger-upon-passenger violence; routing; or Contractor’s good faith adherence to Customer’s policies, procedures or directives.

City agrees to indemnify, hold harmless and defend Contractor, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by City’s gross negligence in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.”

Response: The City’s Indemnity Language cannot be revised.

Q65. Please consider adding “picketing, labor dispute, and labor shortages” to the force majeure clause.

Response: This language cannot be included.

Q66. Since “missed trips” are seen as a key performance standard, how many WAVE trips did the current contractor miss over the last 12 months? How many total WAVE trips were taken in that same 12-month period?

Response: There have been no missed trips recorded in FY2019.

# **CITY OF REDONDO BEACH COMMUNITY SERVICES DEPARTMENT**

**Request for Proposals  
#1920-005  
For**

**Operation and Maintenance of  
Beach Cities Transit  
Fixed Route Transit and Dial-A-Ride Services**



**RFP Released: November 7, 2019  
Proposals Due: December 18, 2019**

**Proposals Must Be Delivered To:  
City of Redondo Beach - Purchasing  
415 Diamond Street  
Redondo Beach, CA 90277**

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- 1 BCT Fleet Listing
- 2 Wage Ranges and Benefits for Existing Hourly Employees
- 3 BCT Operating Statistics, FY 2016 – 2019

#### Reference Documents Posted on BCT Website at [www.beachcitiestransit.org](http://www.beachcitiestransit.org)

- 1 Current Management Contract and Amendments
- 2 Monthly Management Reports/Invoices for April-June 2019
- 3 Sample TAP Reports  
(Daily A102, P100, P105, and Monthly P100 and S101)
- 4 BCT service maps and schedules
- 5 BCT Reasonable Modification Policy
- 6 City of Redondo Beach Title VI Program Plan, 2017

**ANNOUNCEMENT OF  
REQUEST FOR PROPOSALS**

**REQUEST FOR PROPOSALS #1920-005  
FOR OPERATION AND MAINTENANCE  
OF BEACH CITIES TRANSIT  
FIXED ROUTE TRANSIT AND DIAL-A-RIDE SERVICES**

The City of Redondo Beach (City) is soliciting proposals from qualified and experienced firms for the contract operation of the Beach Cities Transit fixed route and WAVE Dial-A-Ride services (Beach Cities Transit or BCT) commencing on July 1, 2020. This established program, operated under the name Beach Cities Transit, operates two (2) fixed routes along defined routes within the City of Redondo Beach and the adjacent communities of Hermosa Beach, Manhattan Beach, El Segundo and a few miles into Los Angeles to Los Angeles International Airport (LAX). WAVE Dial-A-Ride services operate within the Cities of Redondo Beach and Hermosa Beach and to designated satellite medical destinations outside the city.

Redondo Beach is a full-service city with its own police, fire and public works departments, two public libraries, a performing arts center, fifteen parks, thirteen parkettes, a large recreational and commercial harbor including King Harbor, a 1,400-slip private craft port; the Redondo Beach Pier and Seaside Lagoon; and public beaches. City will provide Contractor with: system planning and administration; notification of service changes; transit service vehicles; real-time related equipment (CAD/AVL, computers, monitors and field supervisor's tablet), security cameras, transit bus annunciators, fareboxes and electronic fare card readers, and related operating and maintenance facilities; and compressed natural gas (CNG) vehicle fuel.

Contractor's duties as outlined in the RFP include: day-to-day management and financial administration of the system; provision of all staff to include, but not limited to drivers, dispatchers, maintenance and service workers, clerical, supervision, and related personnel required to manage and operate the services described in the scope of work; safety and training; information services; record keeping and reporting; collection and accounting for farebox revenue; insurance; and drug testing in compliance with FTA requirements.

The base term of the contract shall be 36 months beginning July 1, 2020, and ending June 30, 2023. Upon completion of the base term, City may extend the contract for one, two-year option period at its sole discretion. Compensation for each year of this option may increase no more than the annual increase in the Consumer Price Index for the State of California (Los Angeles-Riverside-Orange County statistical area) for the most recently reported calendar year.

Proposal documents may be obtained from the Community Services Department, City of Redondo Beach, 1922 Artesia Blvd., Redondo Beach, CA 90278, at the City's website at

[www.beachcitiestransit.org](http://www.beachcitiestransit.org) or by email request to Joyce Rooney, Transit Manager at [Joyce.Rooney@redondo.org](mailto:Joyce.Rooney@redondo.org). The deadline for submitting proposals is Wednesday, December 18, 2019 at 2:00 p.m. PST. A pre-proposal conference will be held on Wednesday, November 20, 2019, at 10:00 a.m. PDT in the City Council Chambers at 415 Diamond Street, Redondo Beach California.

The deadline for submission of questions regarding this RFP is 3:00 p.m. PDT Monday, December 2, 2019. Please direct all questions and requests for clarification to Joyce Rooney, Transit Manager by facsimile copy to (310) 798-8273 or email at [Joyce.Rooney@redondo.org](mailto:Joyce.Rooney@redondo.org).

## **SECTION 1**

### **INTRODUCTION, BACKGROUND AND SUMMARY OF SERVICES**

The City of Redondo Beach (City) is soliciting proposals from qualified and experienced firms for the contract operation of the Beach Cities Transit fixed route and WAVE Dial-A-Ride services (Beach Cities Transit or BCT) commencing on July 1, 2020.

#### **CITY OF REDONDO BEACH**

Redondo Beach is a full-service city with its own police, fire and public works departments, two public libraries, a performing arts center, fifteen parks, thirteen parkettes, a large recreational and commercial harbor including King Harbor, a 1,400-slip private craft port; the Redondo Beach Pier and Seaside Lagoon; and public beaches.

Located in the coastal edge of Los Angeles County, just twenty miles from downtown Los Angeles and seven miles south of Los Angeles International Airport, Redondo Beach has been a preferred resort destination for more than a century and one of the most desirable areas to live in the country. The City's population has been slowly, but steadily growing in the past few years. As of January 2010, the Census reports a total population of 66,748.

Significant concentrations of employment and retail activity include the northern industrial complex anchored by the Northrop Grumman Corporation campus; the Harbor/Pier area; the South Bay Galleria - a regional mall anchoring the east end of the City; and an eclectic mix of specialty shops, restaurants and services known as the Riviera Village area in the south end of the City.

#### **CURRENT TRANSIT SERVICES**

Current BCT operations include the WAVE senior/disabled Dial-A-Ride service and two fixed routes – Lines 102 and 109. The City currently contracts with Transportation Concepts for BCT operations and maintenance. The current contract rate is \$34.47 per hour, an annual fixed cost of \$835,735.18 proportionally billed on a monthly basis and is based on 41,031 revenue hours. The City also requests a limited number of special service hours (40 to 50 hours annually).

The City is responsible for promoting and marketing BCT fixed route and dial-a-ride services. The Contractor supports the City's promotion and marketing efforts; posts and distributes materials.

## **1. Beach Cities Transit Fixed Route Service**

The BCT fixed route service area for Lines 102 and 109 includes Redondo Beach, Hermosa Beach, Manhattan Beach, El Segundo and a few miles into Los Angeles. The service area population is approximately 285,540 in the South Bay region. The fixed route service utilizes 14 compressed natural gas (CNG) vehicles, with 10 vehicles operated in peak service.

**BCT Line 102:** Line 102 provides local transit service in Redondo Beach between the Pier, the Redondo Beach Green Line Station and the South Bay Galleria – providing approximately 12,928 annual vehicle revenue hours in FY 2018-19. The line serves heavy student ridership at Redondo Union High School. In FY 2018-19, Line 102 boardings totaled 179,435 and it logged 141,589 vehicle revenue miles.

In addition to the scheduled Line 102 service, tripper services are operated each morning and afternoon during the Redondo Union High School year. Generally, three (3) tripper runs are operated in the morning and three (3) in the afternoon, totaling approximately 780 annual service hours. These are open-door services available to the general public but operated to handle the heavy loads of school-age transit riders. During the first two months of the school year, a fourth “sweeper” will be operated as needed to accommodate over-load situations and late students. A transit supervisor is also assigned to the High School transit stop to assist in afternoon boarding during this period and as needed.

**BCT Line 109:** Line 109 provides service along the coastline from Riviera Village to the LAX City Bus Center, providing 20,252 annual vehicle revenue hours in FY 2018-19. The line travels through Redondo Beach, Hermosa Beach, Manhattan Beach, El Segundo and a few miles into Los Angeles. Line 109 also serves the Metro Green Line at the Douglas Station and the Aviation Station. In FY 2018-19 Line 109 passenger boardings totaled 173,983 and it logged 247,515 vehicle revenue miles.

BCT service maps and schedules can be found on the BCT website at <http://www.beachcitiestransit.org>.

## **2. WAVE Dial-A-Ride Service**

The WAVE provides curb-to-curb dial-a-ride service throughout the cities of Redondo Beach, Hermosa Beach and to and from any medical facility within the boundaries of Pacific Coast Highway to the west, Marine Avenue to the north, and Hawthorne Boulevard to the east. There are also designated satellite facilities in the Cities of Manhattan Beach and Torrance.

The WAVE service is provided for senior (62+) and disabled residents of Redondo Beach and Hermosa Beach. There are presently 1,317 registered users of the service residing in Redondo Beach and 108 residing in Hermosa Beach. The service utilizes five (5)

compressed natural gas (CNG) vehicles with four vehicles used in peak service. The WAVE operated 6,864 annual vehicle revenue hours in FY 2018-19. In FY 2018-19 WAVE passenger boardings totaled 13,669 and it logged 61,701 vehicle revenue miles.

### **3. Redondo Beach Transit Center – Current Location**

The Redondo Beach Transit Center (RBTC) is adjacent to the South Bay Galleria. The RBTC serves LACMTA Metro, Gardena Municipal Bus Lines, Torrance Transit, and the Lawndale Beat transit operators. The City contracts with Cypress Security Services to provide security. Contractor has no responsibility for the administration or operation of the RBTC.

### **4. Redondo Beach Transit Center – New Location**

During the Base Term of this contract, it is expected that construction will begin and be completed on the new South Bay Transit Center which will be located directly adjacent to the north and east of the BCT Operations and Maintenance Facility at 1521 Kingsdale Avenue, Redondo Beach. While this construction will involve some disruption of traffic in the immediate area, it is not anticipated to require the relocation of BCT operations. See Pending Issues (p.9) for additional information.

## **BCT FUNDING**

The City funds BCT using Proposition A Local Return Funds, Formula Allocation Funding (FAP) and revenue from BCT operations. Capital expenditures are funded with State, Local and Federal Funds.

### **1. Proposition A Funds**

Proposition A is a voter approved ½ cent sales tax in Los Angeles County, which is allocated to cities based on population. Proposition A monies can only be used for transit-related purposes and back-fill transit related operating costs that are not covered by other sources.

### **2. Formula Allocation Funds**

In its role as the regional planning and programming agency, Metro allocates funding to sixteen included transit operators in Los Angeles County using a process known as the Formula Allocation Procedure (FAP). The FAP allocation relies on the transit operator's revenue vehicle miles, fare revenue, base fare, and number of fare units, and increases as ridership grows.

### **3. BCT Bus Passes**

The City sells BCT monthly bus passes. Revenue from BCT bus pass sales is used to assist in funding the BCT System. BCT bus pass sales generate revenues of approximately \$60,000. Contractor has no responsibilities relating to bus pass sales.

### **4. Passenger Fare Revenues**

All passenger cash fare revenues from BCT and WAVE services are collected and counted by the Contractor and then picked up and deposited by an armored car service. The City also receives fare revenues directly from Metro for TAP stored value and EZ pass users, and from Access Services for Access ADA riders. All passenger fare revenues are the property of the City and are used to fund the BCT system.

## **EXISTING CONTRACT**

The current contract for management and operation of the Beach Cities Transit system is held by Transportation Concepts and is now scheduled to expire on June 30, 2020. Transportation Concepts has held this contract since January 2010. During the most recent completed contract year (July 1, 2018 – June 30, 2019), payments to Transportation Concepts totaled \$2,184,783 in compensation for all fixed monthly rates, variable hourly rates, any special services provided. The Contractor uses the *Simply Paratransit* system for reservations, scheduling and dispatch of WAVE Dial-A-Ride trips. The current agreement between the Authority and Transportation Concepts, including any amendments, is posted on the Beach Cities Transit website at [www.beachcitiestransit.org](http://www.beachcitiestransit.org) under the “Beach Cities Transit Bids and Request For Proposals” tab. Copies of the contractor’s invoices and monthly management reports for a sample three-month period are also posted to this website.

## **PENDING ISSUES**

The following issues, new programs and possible service changes may impact this contract and should be taken into consideration in submission of any proposal.

### **South Bay Transit Center**

Construction is scheduled to begin on the South Bay Transit Center in Summer 2020, and occupancy is expected in late 2021. During construction, it is expected that bus and employee parking at the Kingsdale Operating Facility will be periodically impacted though will not be forced to relocate. When the South Bay Transit Center is completed, parking for BCT buses will be somewhat constrained but still suitable for the existing fleet.

### **Real-Time Transit Information System**

The City expects to award a contract for a BCT Real-Time Information (RTI) System for Fixed Route Services in December 2019. The RTI system will track vehicle location and informs passengers of real-time bus arrival times through mobile devices and other

devices via internet access. The Contractor shall utilize the RTI system to monitor and track bus operations, and for analysis and reporting of travel time evaluation, on-time performance, and schedule adherence. The related data and reports shall be included in the monthly performance report.

#### Comprehensive Operations Analysis

The City expects to award a contract for a Comprehensive Operations Analysis in June 2020 with work beginning at about the same time as this contract. This COA will assess and propose changes to BCT services as appropriate related to the completion and the opening of the Crenshaw Metro Rail line, opening of the Los Angeles World Airport People Mover and restructuring of transit services in the LAX area. At this time, it is not anticipated that service changes resulting from this COA will exceed the twenty-five percent (25%) threshold specified in Section 9, Changes in Level of Service, of the Transit Service Agreement contained in Section 5 of this RFP.

#### Transit Facility Replacement

During the term of this contract, the City expects to undertake a long-range transit facility replacement site study specifically to address the future operation of a fleet of zero emission buses. It is not known at this time if this effort will result in the occupation of a new transit facility during the term of this contract including any extensions, however, the successful contractor will be expected to participate and provide input to this project.

#### Public Transportation Agency Safety Plan (PTASP)

The City is presently completing the development of a Safety Plan in compliance with FTA Safety Management System (SMS) requirements. When completed, the Contractor will be expected to assist the City in its implementation and to adopt the specified monitoring, risk management and reporting procedures. Contractor shall be familiar with the Federal PTASP requirements as they will be expected to implement the City's plan.

#### Zero Emission Buses (ZEBs)

In response to the newly-adopted ZEB requirements of the California Air Resources Board, the City will be developing its compliance plan during the term of this agreement. Although the timing of ZEB acquisition may be impacted by the availability of funding, it is not presently anticipated that the City will receive any such electric buses during the term of this proposed contract. However, it should be expected that the City will, at a minimum, rely on the successful contractor for operational and management input into the ZEB compliance planning process along with siting and design assistance for future ZEB infrastructure on both the existing facility site and any replacement site. ZEB experience will therefore be a consideration in the selection of the successful contractor.

#### Revenue Vehicle Replacement

No major service initiatives or fleet expansion projects are planned during the term of this agreement. Currently planned fleet replacement projects include an order presently being placed for three (3) replacement Champion Low Floor Cutaway buses with delivery

in Year 1. The planned Vehicle Replacement Schedule is shown on the Fleet Inventory which appears as Attachment 1 to this RFP.

**Bus Advertising**

During the term of this agreement, City may implement a program placing advertisements on the BCT buses. If implemented, Contractor shall coordinate with City and the ad company regarding the installation, removal and replacement of advertisements on BCT buses.

## **SECTION 2** **PROCUREMENT PROCESS AND SCHEDULE**

The City of Redondo Beach (City) is soliciting a Request for Proposals (RFP) #1920-005 from qualified firms for the contract operation of fixed route and dial-a-ride service (Beach Cities Transit or BCT) commencing on July 1, 2020. The City seeks proposals for a thirty-six (36) month contract with one (1) two-year extension at the sole discretion of the City.

All proposals will be for the complete management, maintenance, and operation of BCT so that nothing remains to be purchased, provided or supplied by the City, other than as noted within the provisions of this RFP.

Proposals will be delivered and addressed to:

**City of Redondo Beach – City Clerk**  
**415 Diamond Street**  
**Redondo Beach, CA 90277**  
**Attention: Beach Cities Transit Proposal #1920-005**

No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals received after the submittal deadline will be returned unopened.

Proposals shall be submitted in three-ring binders and must include one original, seven (7) copies and one electronic copy on flashdrive. The total proposal packet must be sealed and clearly marked on the outside:

**City of Redondo Beach**  
**Beach Cities Transit Proposal #1920-005**

Proposals will not be opened publicly and the City will endeavor to keep the proposals confidential until a preferred proposer is recommended to the City Council.

### **SCHEDULE**

**Note that all times specified are Pacific Standard Time.**

► Request for Proposals Issued	November 7, 2019
► Pre-proposal Conference	10:00 a.m. November 20
► Deadline for Submission of Questions	3:00 p.m. December 2
► Final Addenda and Answers Issued	December 5
► <b>PROPOSALS DUE</b>	<b>2:00 p.m. December 18</b>
► Evaluation Period	Dec 18 – Jan 10
► Interviews	Wednesday, January 10, 2020
► Contract Award	March 17, 2020
► <b>START OF SERVICE</b>	<u>July 1, 2020</u>

## **PRE-PROPOSAL CONFERENCE**

A voluntary pre-proposal conference will be held on Wednesday, November 20, 2019 at 10:00 PST in the Redondo Beach City Council Chambers at 415 Diamond Street, Redondo Beach. Proposers should contact the City at [bct@redondo.org](mailto:bct@redondo.org) if they intend to attend the meeting. Arrangements will be made for attendees to do a walk-through of the Kingsdale Operations and Maintenance Facility immediately following the Pre-Proposal conference.

## **WRITTEN QUESTIONS**

Proposers must submit ALL questions and requests for clarification or additional information regarding the meaning or intent of this RFP in writing no later than 3:00 PM on Monday, December 2, 2019 to:

BCT RFP #1920-005  
City of Redondo Beach  
Community Services Department  
1922 Artesia Blvd.  
Redondo Beach CA 90278  
Attention: Beach Cities Transit RFP  
Email: [bct@redondo.org](mailto:bct@redondo.org)  
Facsimile: (310) 798-8273

The City will not respond to questions received after the deadline. Responses to the questions will be posted on-line at [www.beachcitiestransit.org](http://www.beachcitiestransit.org) and emailed. All communication regarding this RFP between the City and proposers will be documented and distributed simultaneously to all proposers.

Proposers downloading the RFP and related documents from the City's website should email [bct@redondo.org](mailto:bct@redondo.org) to register their interest in receiving responses to questions and other updates.

## **SOLE POINT OF CONTACT**

Proposers must direct all questions, clarifications, request for information, etc. regarding the RFP in writing to the [bct@redondo.org](mailto:bct@redondo.org) email address or contact Joyce Rooney at 310-318-0610 x2670. Proposers may not contact other City officials or staff regarding this RFP.

## **PROPOSAL REQUIREMENTS**

Each proposal will meet all the terms and conditions specified in this RFP. Proposer acknowledges agreement with the acceptance of all provisions of this RFP.

Each proposal should contain the following:

- A. Cover Letter. Each proposal will include a cover letter that identifies the firm, address, phone number and contact person. The cover letter must include acknowledgement of all addenda and provide a statement that the proposal is valid for 180 days after the RFP submittal deadline. The cover letter must include the original signature of an individual with the authority to negotiate on behalf of, and to contractually bind, the proposer. The cover letter should highlight major elements of the proposer's qualifications and proposal, including a brief description of the proposed implementation plan and schedule
- B. Proposer's Background. Proposers, and their management teams, must have a minimum of 5 years' experience in providing commuter, fixed route, and paratransit services with systems having 25 vehicles or more. This experience must include a minimum of three (3) separate and distinct public transit systems that receive Federal Section 5307 transit funding.
- C. Service Delivery Approach. Proposers must demonstrate an adequate understanding of the project, the City's expectations for BCT operations and service, and the proposer's intended methodology for providing service
- D. Project Management, Qualifications, and References. Proposals must detail the experience and qualifications of, at a minimum, the proposed Project Manager, Maintenance Manager and supervisory staff. Resumes shall provide references with current contact information and document the experience and qualifications specified in the Scope of Work for each position.
- E. Cost Proposal
- F. Proof of Insurance including disclosure of any and all deductibles, self-insurance and Self-Insured Retentions, including the dollar amounts of each.
- G. Qualifications and Client References
- H. Supplemental Information
- I. Required Forms and Certifications. Complete and submit, along with proposal, all required forms and certifications contained in Section 6, Required Forms.

## **1. Ability to Perform and Meet Requirements of this RFP**

The proposer will provide sufficient information to enable the City's evaluation committee to evaluate the proposer's ability to perform and meet the requirements of this RFP. Such information will include, but not be limited to, the following:

- A. Proposer's organizational structure and resources available to support the BCT operations. Be specific regarding level of effort, staffing levels based on full-time

equivalent positions [FTE = 2000 labor hours per year], location if not in Redondo location, etc.

B. Identify all project management and supervisory personnel proposed for assignment to the BCT. Provide a resume, academic and professional training, accreditation and qualifications, including commercial driver's license number and expiration date, if appropriate, for each individual.

C. Describe the proposer's experience providing publicly contracted fixed route and/or demand-response services, preferably using systems located in California. Present at least three and no more than five examples of publicly-funded transit clients similar in scope. For each, provide the following:

- Name of the agency
- Name of contact person, title, and phone number
- Contract amount and term
- Number of vehicles
- Annual revenue hours
- Length of association (if no longer an active client, indicate end date and reason)

D. Any past, current, or pending financial or legal issues that may jeopardize proposer's ability to operate BCT.

E. Any bankruptcy filings (provide details).

F. Any public transit agency contracts terminated prior to the contract's intended expiration date (provide details).

G. Any restrictions, exceptions, or accommodations that may impact your firm's successful provision of services to BCT.

H. Any citations, fines or orders to stop operations from a regulatory agency or client for accidents caused by negligence within the past five years.

I. Approach, capacity, and management philosophy for administration, management and operation of BCT.

J. Organization of the BCT operation. Identify by title, scope of duties, and proposed wage for all personnel proposed for assignment to BCT. Provide an organizational chart showing chain of command, scope of duties, percent of time to be assigned to the project and number of full-time and part-time staff budgeted for each position.

K. Hourly wages and benefits for each job classification proposed in your BCT staffing plan. For vehicle operators and maintenance technicians, provide starting wage rates, rates

by year-of-seniority or technician level, and budgeted increases for each year of the base term.

- L. Hiring/screening procedures for the selection of qualified vehicle operators, dispatchers, and maintenance personnel.
- M. Personnel handbook and drug and alcohol testing practices.
- N. Training programs for new and currently-licensed vehicle operators, dispatchers, and support personnel, including the number of hours of classroom, behind-the-wheel and other instruction.
- O. Operating supervision to be provided during all hours when BCT vehicles are on the road, road supervisor capabilities for observation of services, provision of assistance when required and response to accidents/incidents involving BCT vehicles and services, and roadcall response to avoid and minimize late and missed runs.
- P. Safety, security, and risk management plans and training.
- Q. Customer service training and standards.
- R. Comprehensive reservations system and dispatch plan proposal. Indicate staffing, computer or other system to be used, training to be provided and sample forms for the system to be used.
- S. Methodology for assessing on-time performance in fixed route and dial-a-ride services and techniques to ensure the accuracy of data collected, including the use of real-time information systems.
- T. Fare collection and reconciliation activities, procedures for safeguarding and depositing fare revenue as directed by the City, and fare revenue reporting, including the use of external/internal smart card reporting systems. Highlight controls to ensure the safety of the fare monies and accuracy of fare related accounting and reporting.
- U. Data collection, record keeping, and NTD reporting practices and other FTA requirements. Provide a sample of the monthly reports that would be submitted.
- V. Plan to operate, maintain, and clean BCT fleet, equipment and facilities as required by this RFP. Include inspection schedules, staffing levels and approach, maintenance schedules, cleaning schedules, etc. Explain how maintenance will be scheduled to avoid disrupting regularly scheduled BCT service. How and where vehicle cleaning requirements will be satisfied.
- W. Operating facility plans providing information about how your firm will occupy and use the Kingsdale facility and detailing any equipment to be provided for use for

administration, operations, maintenance and servicing and any modifications proposed to the facility.

X. Project implementation plan describing the activities and procedures that will be followed to ensure the smooth transition and start-up of the service. The plan should identify responsibilities and also document recruitment and training schedules, start-up plan, acquisition of necessary equipment, permits, licenses, and any other activities required to support the project.

Y. Proposal should also describe and discuss Contractor's experience with and technical resources and staff which will be available if needed to address and assist with emerging service issues such as real-time information system technology implementation and operation, operating facility requirements and Zero Emission Bus and infrastructure planning.

## **2. Financial Statements**

Provide audited financial statements or financial reviews for past two years. Financial statements or reviews must provide a thorough summary of the financial stability and capacity of the proposing firm and its parent company, if any.

## **3. Compliance With or Deviation from Specifications**

Proposer hereby agrees that the material, equipment and services offered will meet or exceed all the requirements of the specifications in this RFP and that no deviations have been proposed or exceptions taken. Proposals failing to comply with this requirement will be considered non-responsive.

## **PROPOSAL EVALUATION AND AWARD PROCESS**

This procurement will comply with all applicable City procurement policies and procedures. Contractor selection is subject to approval by the Redondo Beach City Council. Evaluation factors as outlined below will be applied to all eligible, responsible, and responsive proposers in comparing proposals and selecting the successful proposal. The City is not obligated to accept the lowest cost proposal, but will make an award in its best interests after all factors have been evaluated. Therefore, proposals should be submitted in the most-favorable terms.

The evaluation committee will select a proposer with which the City will negotiate a contract in the form shown in Section 5, Transit Service Agreement, that will be recommended to the City Council for review and approval.

## **EVALUATION CRITERIA**

Each proposal will be evaluated and ranked by the evaluation committee. Factors to be considered, and the corresponding weight for each, are shown below.

The evaluation committee may also contact and evaluate a proposer's and subcontractor's references; contact any proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect

Evaluation Criteria	Points
<b>Experience and Technical Competence</b> Proposals will be evaluated in terms of demonstrated experience in similar projects, current client references and contract status, past contracts and reasons for separation/termination. Proposals should demonstrate Contractor's understanding of system requirements and ability to meet system performance goals as well as comply with all technical, administrative, and Federal contracting requirements. Scoring will also consider Contractor's ability to support and advise City in technical areas including, but not limited to, ZEB planning and implementation, database systems, and real-time info systems.	15
<b>Qualifications of Key Personnel</b> Qualifications and experience of Project Manager, Maintenance Manager and other named personnel.	25
<b>Personnel Management Program</b> Adequacy of wage and benefit packages, employee incentive program, employee selection process and drug and alcohol policy. Emphasis will be placed on adequacy of training programs and demonstrated safety record.	20
<b>Vehicle Maintenance Program</b> Demonstrated capability to maintain BCT fleet at superior level of service readiness and to minimize downtime and service calls. Adequacy of maintenance program and equipment proposed.	15
<b>Cost Effectiveness</b> Appropriateness and adequacy of proposed operating costs, proposed annual increases over the potential base and option periods.	15
<b>Financial Viability</b> Overall financial condition and ability to operate profitably, ability to meet City contract and insurance requirements.	10
<b>Subtotal Points</b>	100
<b>Bidding Preference for Retention of Employees [10%] (1)</b>	10
<b>Total Possible Points</b>	110

(1) See Retention of Existing Employees, page 43.

of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

The evaluation committee, at its sole discretion, may request an oral presentation or discussion with the most qualified proposer(s).

After evaluation of the proposal and discussion with selected proposers or recommended contractor, the City reserves the right to further negotiate the proposed work scope and/or method and cost.

Contract award will be based on a combination of factors that represent the best overall value for completing the work scope as determined by the City, including: the proposal criteria described in the Evaluation Criteria table on the previous page; results of background and reference checks; results from the interviews and presentation phase; and proposed cost.

Contract award is contingent upon the successful negotiation of final contract terms. Negotiations will be confidential and not subject to disclosure to competing proposers. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with other proposers or withdraw the RFP.

## **ACCEPTANCE PERIOD**

All proposals must include a statement that proposals are valid for 180 days after the RFP submission deadline.

## **AUTHORIZED SIGNATURES**

Every proposal must be signed by the person or persons legally authorized to bind the proposer to a contract. Upon request of the City, the corporation or other entity will provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation or other entity.

## **PROTESTS**

CITY policy requires that all prospective contractors be accorded fair and equal consideration in the solicitation and award of contracts. To that end, any interested party shall have the right to protest alleged inequities in the procurement process and to have its issues heard, evaluated and resolved administratively. "Interested party" is defined as an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by failure to award a contract.

Each solicitation above the small purchase threshold as defined herein shall contain, as part of the instructions to bidders/offerors, the following notice:

CITY policy and procedure for the administrative resolution of protests is set forth in Administrative Policy/Procedures (APP). 5.07, Section IV.O of CITY's APP. The APP contains rules for the filing and administration of protests. The Project Manager shall furnish a copy APP 5.07 upon request. Chapter VII, Sec. 1.b. of Federal Transit Administration (FTA) Circular 4220.1 F addresses protests where federal funds are involved. FTA will only review protests regarding matters that are primarily of Federal concern.

### Submittal Procedures

An interested party wishing to protest a matter involving a proposed procurement or contract award shall file a written submission with the Department Director or designee by certified mail or other delivery method by which receipt can be verified. Electronic submission of protests is not acceptable unless an original signed copy of the protest is received by the Director within 24 hours (not including weekends and holidays) after receipt of the electronic copy. The Director may, however, permit the electronic provision of supplemental information after the initial protest submittal. The protest shall include, at a minimum:

- (a) The name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an interested party;
- (b) Identity of the contact person for the protestor, including name, title, address, telephone, fax and e-mail addresses. If the contact point is a third party representing the protester, the same information must be provided, plus a statement defining the relationship between the protester and the third party;
- (c) Identification of the procurement;
- (d) A description of the nature of the protest, referencing the portion(s) of the solicitation involved;
- (e) Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based;
- (f) A compete discussion of the basis for the protest, including all supporting facts, documents or data;
- (g) A statement of the specific relief requested; and
- (h) A notarized affirmation by the protestor (if an individual) or by an owner or officer of the protestor (if not an individual) as to the truth and accuracy of the statements made in the protest submittal.

The protestor is solely responsible for the completeness and validity of the information provided. Any documents relevant to the protest should be attached to the written submission. Documents which are readily available on the Internet may be referenced with an appropriate link.

Protests shall be submitted in accordance with the requirements of this chapter and any directions included in the solicitation, and shall be addressed to the Department Director or designee. Unless otherwise specified in the solicitation, the written protest shall be

accompanied by an electronic copy flash drive in PDF format. In case of a variance in the content of the written and flash drive submittals, the written version shall prevail.

The Project Manager, or an assigned alternate CITY manager in cases where the conduct of the Project Manager for the procurement is called into question, shall conduct the administrative processing of protests filed with CITY, and shall be responsible for the processing, documenting a protest, and recommending a decision to the Department Director or designee. The Department Director or designee shall request legal counsel to review and advise concerning any legal issues involved in a protest.

The Department Director or designee shall be responsible for overseeing the decision process and for the content of the decision. The Director shall ensure that all relevant parties within CITY have been involved in the decision-making process and shall, as circumstances require, obtain the concurrence of the City Manager or other personnel in a decision prior to its issuance.

CITY may decide a protest solely upon the written submission. The protest submission should, therefore, include all materials necessary to support the protester's position. Additional or supplemental materials may only be submitted at the request of, or with the permission of, the Department Director or designee.

If the procurement uses federal funds, a notice of receipt of a protest must be given to the appropriate regional office of the Federal Transit Administration (FTA). The form of notice may be specified by the regional office.

### Protests of the Solicitation Process

A protest related to the technical scope or specification, terms, conditions, or form of a solicitation must be received no later than ten (10) working days prior to the date established for opening of bids or receipt of proposals; if the protest addresses an amendment to the solicitation, it must be received no later than ten (10) working days prior to the date established for opening bids or receipt of proposals or five (5) working days after the date of issuance of the amendment, whichever is later; in no event, however, may a protest of this nature be submitted after bids or proposals are received. The protest must conform in all respects to the requirements set forth above.

Upon receipt of such a protest, the Department Director or designee shall notify all prospective offerors and other known interested parties of the receipt and nature of the protest, and shall post a notice of the protest on CITY's procurement web page. Unless the Department Director or designee determines that delay will be prejudicial to the interest of CITY or that the protest patently lacks substantial merit, the solicitation process will be extended pending resolution of the protest.

Protests will be considered and either denied or sustained, in part or in whole, by the Department Director or designee in writing. A written decision specifying the grounds for

sustaining all or part of or denying the protest will be transmitted to the protestor prior to the receipt of bids or proposals in a manner that provides verification of receipt.

A notice of the decision shall be provided to all parties given notice of the protest, and posted to CITY's procurement web page.

Should the protest be upheld in whole or in substantial part, the Project Manager may either (1) amend the solicitation to correct the document or process accordingly; or (2) cancel the solicitation in its entirety. If the solicitation is amended, the time for receipt of bids or proposals shall be equitably extended to permit all participants to revise their bids or proposals to reflect the decision. If the protest is denied, the solicitation shall proceed as if the protest had not been filed, unless the protester pursues the protest with the Federal Transit Administration (FTA), or otherwise appeals the decision of the Department Director or designee, as defined below.

Protests received by CITY after the time periods specified above shall be considered untimely and may be denied on that basis unless the Department Director or designee concludes that the issue(s) raised by the protest involves substantial prejudice to the integrity of the procurement process.

### Protests of the Evaluation Process

All bidders/proposers will be notified of the recommended award, upon a determination by Project Management staff of a recommendation to be made to the City Manager, or the City Council, as appropriate. This notice will be transmitted to each proposer at the address contained in its proposal form, and shall be posted on the procurement page of the CITY website. Transmittal may be by electronic means or by hard copy. Any proposer whose proposal is valid at the time of the staff determination may protest the recommended award on one or more of the following grounds:

- (a) That the recommended awardee does not meet the requirements of the solicitation;
- (b) That the bid or proposal recommended for acceptance does not meet the criteria of the solicitation or award; and
- (c) That the evaluation process conducted by CITY is improper, illegal, or the decision to recommend award is arbitrary and capricious.

The protest must conform in all respects to the requirements set forth above. The protest must be received by CITY at the address specified in the solicitation, no later than five (5) calendar days after the date such notification is publicly posted or sent to the bidder or proposer, whichever is earlier. A written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt. Such decision shall be final, except as provided in the Appeals section below or by applicable law or regulation.

### Evaluation of Protests

A protest decision should ordinarily be written and published within ten (10) working days of receipt of the protest. The Department Director or designee may extend the response period if additional time is required to gather and evaluate information necessary for the decision or for other good cause.

Upon receipt of a protest, the Project Manager shall notify parties involved in the procurement as identified above, and such CITY personnel or others as may be appropriate or necessary to determine the validity of the protest. Copies of the protest submittal, or portions thereof, may be provided to the notified parties as appropriate.

The Department Director or designee may request additional written information from the protestor or other parties, as necessary to determine the validity of the protest. A formal or informal hearing may be held. If a formal hearing is held, testimony shall be given under oath and a transcript or electronic recording of the proceeding shall be made; the transcript or recording shall be provided to the protestor and made part of the protest record.

The Department Director or designee shall redact from any submission under the protest process information which has been identified as proprietary, and which, in his/her judgment, is protected from disclosure under the State Public Records Act prior to furnishing such submission to any other party, unless the person furnishing the information consents, in writing, to distribution of the information to other interested parties.

#### Decision

Upon receipt and evaluation of all relevant information, including any pertinent law or regulations, the Department Director or designee shall prepare a decision. The decision will contain four parts:

- I. SUMMARY – Describes briefly the protesting party, the solicitation involved, the issues(s) raised, and the decision.
- II. BACKGROUND – Describes in more detail the history of the solicitation and the procurement events leading to the protest, the date the protest was received, and the process by which it was evaluated.
- III. DISCUSSION - Identifies the issue or issues raised by the protestor, and the factors considered in reaching a decision, and the rationale for the decision.
- IV. DETERMINATION - States the decision and any remedy or subsequent action, e.g. cancellation of the procurement, resulting from it.

Ordinarily, each issue raised in the protest will be discussed separately in Parts III and IV. Decisions shall be signed and issued by the Department Director or designee. The decision shall be issued to the protestor; other interested parties shall receive either a copy of the decision or a notice of decision, as appropriate. Where appropriate, transmittal may be electronic, followed by hard copy. The protest document, the decision, and all

other documentation related to the decision shall be public record except as otherwise provided by the State Public Records Act or CITY's regulations and policies.

### Appeals

Decisions of the Department Director or designee may be appealed to the City Manager by the protestor within five (5) working days after the decision is issued to the protestor. The appeal shall be in writing, addressed to the City Manager with a copy to the Department Director or designee, and shall state with specificity the basis for the appeal. The City Manager or designee shall review the written record of the protest and may conduct such further investigation as is deemed necessary or appropriate to reach a decision. The decision of the City Manager will ordinarily be issued within fifteen (15) working days of receipt of the appeal; this time period may be extended if necessary to complete an investigation. The decision of the City Manager shall be final and conclusive, except for such remedies as state or federal law or regulation may provide.

### Record of Protest

Upon receipt of a protest, the Project Manager shall establish a separate file in which a complete record of the protest shall be maintained. The file shall constitute a separate portion of the overall procurement file.

The procurement protest file shall include reasonable and adequate documentation of the protest and outcome of the protest. Protest file documentation should be proportional to the size and complexity of the protest.

The protest file should, at a minimum, include the following:

- I. The protest, including supporting documentation
- II. Record of determination of protest timeliness
- III. Record of internal distribution of protest
- IV. Record of internal responses to protest
- V. Record of legal review
- VI. Determination and findings, including supporting documentation
- VII. Protester response/appeal
- VIII. Result of appeal
- IX. Notice of cancellation of solicitation, if applicable

## **SECTION 3 COMPENSATION**

### **3.1 CONTRACTOR COMPENSATION**

City shall compensate Contractor on a monthly basis in arrears for performance of the services as specified in Section 4, Scope of Work, of this RFP. Contractor compensation shall be constituted as follows:

#### **3.1.1 Fixed Fee**

Contractor shall be paid a Fixed Fee for each Contract Period, payable in monthly installments, to cover the costs of performing those services set forth in Section 4, Scope of Work, which must be provided or available regardless of the level of service ("Fixed Costs"). Typically, Fixed Costs shall include, but are not limited to, the following cost elements: all salaries and wages and associated fringe benefits other than those related to vehicle operators; overhead costs; uniforms; physicals and drug/alcohol tests; office furnishings, equipment and supplies; maintenance equipment and shop tools; vehicle insurance; oil and lubricants; mobile and base radios and radio licenses; vehicle maintenance and repairs; radio maintenance; report reproduction; and management fee.

#### **3.1.2 Fixed Hourly Rate**

On a monthly basis, Contractor shall be paid a Fixed Hourly Rate for each documented Vehicle Revenue Hour of service operated during that month, within the authorized service levels specified in this agreement. Such costs shall include, but are not limited to, the wages and benefits of vehicle operators, maintenance parts and supplies, outside repairs, overhead and related profit or fee.

The Contractor shall assume the operation of 41,000 Vehicle Revenue Hours for each 12 month period of the Base Term of this contract and for each year of the one (1), two (2) year option term. The projected breakdown of these Vehicle Revenue Hours between the BCT fixed routes and WAVE Dial-A-Ride is shown in Section 4, Paragraph 3.6 Service Levels to be Operated.

#### **3.1.3 Extra Services**

Should extra services be operated at the direction of City, Contractor shall be compensated at the vehicle revenue hour rate then in effect and that compensation shall be in addition to the Total Annual Cost specified in the Cost Proposal.

### **3.1.4 Pass-Through Costs**

On a monthly basis, Contractor will also invoice City for reimbursement of certain facility or operational costs that Contractor has incurred at direction of the City. The cost of the following services shall be invoiced to the City as pass-through costs: pest control for the Kingsdale Operating Facility; BCT telephone services; and armored car service for collection and deposit of fare revenues.

### **3.2 COMPENSATION IN OPTION PERIODS**

In the event that the one (1) two-year option period is exercised by the City, Contractor compensation for each year of the option will be negotiated between the parties, but in no case shall that compensation increase no more than the annual increase in the Consumer Price Index for the State of California (Los Angeles-Riverside-Orange County statistical area) for the most recently reported calendar year.

### **3.3 COST PROPOSAL**

Proposer's cost proposal and proposed allocation of contract resources must demonstrate an understanding of the Scope of Work requirements as described in this RFP and attachments thereto. Proposer shall submit its proposed annual costs for the services described herein using the following Cost Proposal Forms, which are posted on the BCT website [[www.beachcitiestransit.org](http://www.beachcitiestransit.org)] as Microsoft Excel files to facilitate proposal preparation.

Proposers are requested not to change formulas and the pre-entered descriptions of cost elements but may add blank lines if additional cost categories are required.

### **3.4 EMPLOYEE WAGES**

Proposers must propose wage rates for hourly staff at the rates specified in Section 4, Scope of Work, Paragraph 3.9.1 Wages and Benefits or higher. All drivers are represented by Teamsters Local 572. Proposers should be aware that California's minimum wage will be \$11.00 per hour for employers with 25 employees or less and \$12.00 per hour for employers with 26 employees or more effective January 1, 2020. Each of these rates will increase by \$1.00 per hour each January 1 thereafter until reaching \$15.00 per hour in 2023 and 2022, respectively.

**CITY OF REDONDO BEACH  
BEACH CITIES TRANSIT  
Request for Proposal**

**EXHIBIT C, COST PROPOSAL  
Page 1: PROPOSAL FORM**

**Proposing Firm:** \_\_\_\_\_

This PROPOSAL FORM is to be used to submit the OFFEROR'S Cost Proposal for all work described in Section 4, Scope of Work and Section 5, Transit Service Agreement.

The OFFEROR'S Cost Proposal must consist of Fixed Fees and Fixed Hourly Rates in accordance with Section 7.b - Fee Structure, of the Transit Services Agreement. Such rates shall be proposed for each of the three (3) periods in the Base Term contemplated in this RFP, and shall be based on the levels of service in terms of vehicle revenue hours, as stated below. The detailed budget breakdown included with this PROPOSAL FORM should be consistent with rates proposed.

OFFERORS shall not modify cost categories.

**All cells below are automatically computed – Do not overwrite formulas.**

A. Price Proposal	Period 1	Period 2	Period 3
	12	12	12
	Revenue Vehicle Hours in Period	41,000	41,000

1 Fixed Monthly Rate	\$0.00	\$0.00	\$0.00
2 Fixed Hourly Rate	\$0.000	\$0.000	\$0.000

**CALCULATION OF TOTAL ANNUAL COSTS**

3 Fixed Monthly Rate X Months in Period	\$0.00	\$0.00	\$0.00
4 Fixed Hourly Cost X Vehicle Revenue Hours in Period	\$0.00	\$0.00	\$0.00

Proposed Total Annual Cost	\$0.00	\$0.00	\$0.00
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**CITY OF REDONDO BEACH  
BEACH CITIES TRANSIT  
Request for Proposal**

**EXHIBIT C, COST PROPOSAL  
PAGES 2-3: FIXED COST**

**Proposing Firm:** \_\_\_\_\_

Costs shown are to be the total fixed costs by category for that period

<b>B. Fixed Cost Elements</b> <b>Months in Period</b>	<b>Period 1</b>	<b>Period 2</b>	<b>Period 3</b>
	12	12	12
Project Manager Salary			
Project Manager Fringes			
Operations Supervisor Wages			
Operations Supervisor Fringe			
Dispatch/Info. Staff Wages			
Dispatch/Info. Staff Fringes			
Clerical Staff Wages			
Clerical Staff Fringes			
Maintenance Manager Salary			
Maintenance Manager Fringes			
Mechanic Wages			
Mechanic Fringes			
Other Maintenance/Servicing Wages			
Other Maintenance/Servicing Fringes			
Other Wages (specify)			
_____			
_____			
_____			
Other Fringes (specify)			
_____			
_____			
_____			

MONTHLY COST ELEMENTS CONTINUE ON NEXT PAGE

**EXHIBIT C, PROPOSAL FORM**  
**PAGE 3: FIXED COST, CONTINUED**

	<b>Period 1</b>	<b>Period 2</b>	<b>Period 3</b>
Hiring/Training Expenses			
Safety Expenses			
Janitorial			
Telephone			
Utilities			
Office Supplies			
Preventive Maintenance Parts/Supplies			
Vehicle Repair Parts/Supplies			
Tires			
Outside Repairs			
Radio System Maintenance			
Insurance - Liability Coverages			
Insurance - Collision Comprehensive			
Computer - Hardware Costs			
Software Costs			
Accounting			
Start-up Costs			
Other Expense			
Management Fee/Profit			
1	Total Fixed Costs	\$0.00	\$0.00
	Monthly Fixed Cost	\$0.00	\$0.00
	<i>(Total Fixed Costs / Months in Period)</i>		

Note: Listing of typical cost items on this provided form does not require Contractor to provide this position, utility or service.

**CITY OF REDONDO BEACH  
BEACH CITIES TRANSIT  
Request for Proposal**

**EXHIBIT C, PROPOSAL FORM  
PAGE 4: FIXED HOURLY RATE**

Proposing Firm: \_\_\_\_\_

Vehicle Revenue Hours in Period	Period 1 41,000	Period 2 41,000	Period 3 41,000
<b>Fixed Hourly Rate Cost Elements</b>			
Driver Wages			
Driver Workers Compensation			
Driver Health Insurance			
Other Driver Fringe Benefits			
Maintenance Parts			
Maintenance Supplies			
Outside Repairs			
Other (Specify)			
_____			
_____			
_____			
_____			
_____			
Overhead			
Profit/Fee			
Total Hourly Costs	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2 Fixed Hourly Rate (Total hourly costs /VRH in Period)	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Note: Listing of typical cost items on this provided form does not require Contractor to provide this position, utility or service.

## SECTION 4

### SCOPE OF WORK

#### 1.0 DEFINITIONS

As used throughout the Request for Proposals, exhibits and attachments, the following terms shall have the meanings set forth below:

- **Advanced Reservation** - Describes the process of requesting trips and receiving trip confirmation prior to the day service is requested.
- **Americans with Disabilities Act of 1990 (ADA)** - Federal civil rights legislation which mandates accessibility for people with disabilities. Included is a requirement that all public transit agencies operating fixed route bus service provide complementary paratransit service to persons functionally unable to use accessible fixed route systems. WAVE Dial-A-Ride service is not ADA complementary paratransit service.
- **CHP** – California Highway Patrol
- **City** – The City of Redondo Beach, California.
- **Contractor** - Vendor selected and under contract with the City of Redondo Beach to provide transportation services.
- **CNG** – Compressed Natural Gas
- **Curb-to-Curb Service** - A type of paratransit service where, on both the origin and destination ends of the trip, the driver gets out of the vehicle and assists the passenger between the vehicle and a sidewalk or other waiting area no more than 15 feet from the vehicle.
- **Deadhead** - For paratransit services, refers to either miles or hours when a vehicle is not in revenue service including travel from the yard to the first pick-up, from the last drop-off back to the yard when released by the dispatcher. The travel between scheduled pickups and drop offs, regardless of whether a passenger is on board, is not deadhead.
- **Demand Responsive** - Describes a service that does not require advance reservation and trips can be requested the same day [also referred to as "same day", "real-time" or "immediate response"].
- **Door-to-Door Service** - A type of paratransit service where, on both the origin and/or destination end of the trip, the driver gets out of the vehicle and meets/escorts the passenger to the door of the main lobby, residence, or building. The driver is responsible for assisting the passenger throughout the

trip. Drivers are not allowed to enter a residence and must keep the vehicle in sight at all times.

- **Dwell Time** - The amount of time spent by vehicle and driver at each pick-up and drop-off waiting for the passenger(s) to appear, during passenger boarding, deboarding and wheelchair securement. Dwell time is included in the Vehicle Revenue Hour computation.
- **Federal Transit Administration (FTA)** - A branch of the U.S. Department of Transportation (USDOT) established to improve transportation throughout the nation. The FTA provides funding and assistance to regional transportation agencies, among various other programs.
- **General Public Paratransit Vehicle (GPPV)** - Means any motor vehicle designed for carrying no more than 24 persons and the driver, that provides local transportation to the general public, including transportation of pupils at or below the 12th - grade level to or from a public or private school or school activity, under the exclusive jurisdiction of a publicly and operated transit system through one of the following modes: dial-a-ride, subscription service, or route deviated bus service. {California Motor Vehicle code Section 336}
- **Holiday Schedules**- The services do not operate on New Year's Day, Thanksgiving Day, and Christmas Day. Saturday schedules are operated on Memorial Day, Independence Day, Labor Day, and Veteran's Day.
- **LAX** – Los Angeles International Airport
- **Late Trip** –For Dial-A-Ride service, any trip on which the vehicle arrives for the pick up more than 15 minutes after the scheduled time. For fixed route service, any arrival at a time point more than 5 minutes after the scheduled time.
- **Metro** – Los Angeles County Metropolitan Transportation Authority
- **Missed Trip** – For Dial-A-Ride service, any scheduled trip on which the Dial-a-Ride vehicle arrives more than 60 minutes after the scheduled pick up time or does not arrive at all. For Fixed Route, any trip that departs its initial stop or arrives at any time point more than 30 minutes after the scheduled time or does not operate the run at all.
- **No-Show** - A scheduled passenger who does not appear at the designated location for vehicle boarding within 5 minutes of an on-time vehicle arrival or calls the reservation office to cancel the trip less than one (1) hour before the scheduled pick-up time.

- **On-Time Pickup** - For paratransit services, a vehicle shall be on-time if it arrives at the designated pickup location no more than 5 minutes prior to the scheduled pickup time or no more than 15 minutes after that time. For fixed route services, a vehicle shall be on-time if it arrives at a designated bus stop not earlier than or no more than 3 minutes after the scheduled arrival time.
- **RTI** – Real-Time Information.
- **Subscription Service** - Paratransit trips to and from the same origin and destination at the same time and day at least once a week. Subscription services do not require the passenger to call in their request for each trip; only to cancel for one or more days.
- **TAP** – The regional electronic fare collection system “Transit Access Pass”.
- **TAP Bus Mobile Validators (BMV)** – TAP electronic fare collection equipment used by TAP card holders paying with some monthly passes, stored value, Access cards and transfers.
- **Vehicle Revenue Hour** - For Paratransit service, a vehicle revenue hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is available for passenger transport within the established hours of service. A vehicle is available for passenger transport from the time it arrives at its first pick-up address and ends when it has completed its last passenger drop-off. If the first scheduled pick-up is a no-show, the vehicle arrival time at that stop shall still be used for computation of revenue vehicle hours; however, this rule shall not apply to late trip cancellations. Vehicle revenue hours are also known as “revenue vehicle hours” and “vehicle service hours”.

For the fixed route service, a vehicle revenue hour shall be defined as any sixty-minute increment of time, or portion thereof that a vehicle is in revenue service, including layover/recovery time but excluding deadhead, training operators prior to revenue service and road tests.

Vehicle revenue hours, for all services, shall exclude any meal breaks, service breaks, fueling time, mechanical breakdowns and time a vehicle is down due to an accident. Drive time to and from breaks and lunch breaks shall be excluded.

It is intended that the City’s definitions of Vehicle Revenue Hour and Mile be identical to those of the National Transit Database.

- **Vehicle Revenue Miles** - The mileage incurred by a vehicle while operating a Vehicle Revenue Hour.

## **2.0 RESPONSIBILITIES OF CITY**

City will perform the following duties and accept the following responsibilities with respect to the performance of Beach Cities Transit fixed route and WAVE Dial-A-Ride services.

### **2.1 Administration**

The City is responsible for BCT administration, planning, marketing, social media, budgeting, contract monitoring, and public information and community liaison activities.

City staff primarily involved with BCT includes the Community Services Director, Transit Manager, Senior Management Analyst, Transit Analyst, Transit Account Clerk and Transit Office Assistants who administers BCT bus pass sales and customer service.

### **2.2 Service Planning**

City will be responsible for general service planning and analysis of its transit service program including route analysis studies and ridership surveys, either directly or through contracted technical specialists.

### **2.3 Changes in the Level of Service**

City may adjust the level of service at its discretion. City will give Contractor sixty (60) days written notice of modifications that the City determines are major and may provide Contractor with less notice if the City determines modifications are minor. If the City makes modifications which increase or decrease the level of service more than twenty five percent (25%) of the vehicle service hours set forth in Section 3.6, City and Contractor may negotiate a change in the hourly rate. However, no negotiated hourly rate shall be effective unless a written amendment is executed by City and Contractor, and approved by City Council.

### **2.4 Registration of WAVE Riders**

City shall be responsible for the registration and certification of all WAVE riders and shall enter rider data into an automated database for use by Contractor in accepting reservations for WAVE service.

### **2.5 Vehicles**

The City will provide 14 CNG, ADA-compliant vehicles for the fixed route services and six CNG, ADA-compliant vehicles for the dial-a-ride service. A vehicle list is contained as Attachment 1 to the RFP and includes the current lifetime mileages, projected replacement schedule for each vehicle, and depreciated values as of July

1, 2020. City will coordinate the capital replacement schedule with Contractor to identify and replace problem vehicles at the earliest opportunity.

The CNG tanks on all BCT buses are designed to exceed the life of the vehicles (Tanks have a 20-year life). Replacement of CNG tanks, if needed, would take place at Creative Bus Sales or El Dorado National, depending on the situation or damage, but this would only be needed if there is any damage or if the tanks stopped functioning. The Contractor will be responsible for the cost of tank inspection and certification and the replacement of any tank that is damaged as a result of an accident or comprehensive loss. The City will be responsible for the cost of tank replacement if due to simple tank failure not covered by warranty.

## **2.6 On-Board Equipment**

BCT transit buses are equipped with the following on-board equipment. If not installed in all vehicles, the descriptions indicate which buses have the described equipment. Contractor will remove and replace faulty units; City will pay for replacement or major repair if needed.

**2.6.1 Bus Mobile Validators (BMV)** TAP mobile validators are installed in all buses. TAP BMV's are used on fixed route buses only to collect fare revenues paid with the TAP card. BMV's installed in cutaway vehicles which are used for Dial-A-Ride service are not turned on to collect fares. The dial-a-ride BMV units are turned on only during TAP system software updates. They may be used to collect dial-a-ride fares in the future.

### **2.6.2 Security Camera Systems**

The City provides fixed route and dial-a-ride vehicles with bus security cameras and spares. The current security camera system installed is the REI Buswatch DVR System. The City also provides sixteen security cameras installed at the operations facility to monitor internal and external locations, two spare cameras, one Digital Video Recorder, one 16-channel power supply, and one 24" monitor for the Manager's office.

### **2.6.3 Annunciator System**

The City provides fixed route buses with annunciator systems. The current annunciator systems installed on BCT fixed route vehicles except for Vehicle 550 are Digital Recorder DR 600, Vehicle Logic Unit with 512 MB Compact Flash and Internal GPS Receiver. Vehicle 550 and all new and future BCT buses will be equipped with Hanover annunciator systems.

#### **2.6.4 Real-Time Information Systems**

City will provide equipment for the real-time information system, including CAD/AVL, Mobile Data Terminals, one field supervisor tablet, and 2 computers and 2 large screen monitors.

### **2.7 Facilities**

#### **2.7.1 Dispatch and Office Space**

Dispatch facilities and the Project Manager's office are currently located in the Redondo Beach transit maintenance and operations facility at 1521 Kingsdale Blvd. The Kingsdale facility houses dispatch, general administration, maintenance, and general storage. There is additional office space and a training room located at City Hall at 415 Diamond Street, Redondo Beach. The City Hall office space has a general workspace, one office and a break room. The City Hall office has two dedicated parking spaces for the Project Management team. The current Contractor uses the workspace for training only.

#### **2.7.2 Maintenance and Operations Facility**

A maintenance and operations facility is provided at 1521 Kingsdale Avenue, Redondo Beach ("Kingsdale Facility"). The maintenance and operations facility consists of one undivided office, dispatch office, maintenance office, three maintenance bays, parts and tools rooms, a break room and parking for all transit vehicles and Contractor's employees' vehicles. The maintenance and operations facility does not have fueling facilities.

The City provides no furniture or equipment for either the Kingsdale Facility or the offices that are available in City Hall other than the monitor for the security camera system in the Kingsdale Facility and a field supervisor tablet, and computer and monitors and related equipment that will be installed as part of the Real-Time Information System.

Beginning in 2020 and continuing through 2021, the new South Bay Transit Center will be constructed adjacent to the Kingsdale facility. It should be expected that there will be some level of added traffic and inconvenience to transit operations and employee parking, however, City will work with Contractor to minimize such impacts.

#### **2.7.3 Provided Maintenance Equipment**

The City provides an air compressor for use within the Kingsdale Facility. The City will be responsible for major repairs or replacement should the air

compressor fail, however, the Contractor to be responsible for inspection and regular maintenance.

#### **2.7.4 Office and Facility Costs**

City shall be responsible for the following facility expenses in addition to making the facilities described in Sections 2.7.1 and 2.7.2 above available at no cost to the Contractor: major facility maintenance and repair; landscaping; utilities, to include water, electricity, sewer and trash service; and telecommunications service with the exception of the Contractor's administrative phone line [See RFP Section 3.17.1].

#### **2.8 Fueling**

City provides fuel for all transit revenue vehicles. CNG fuel is available for revenue vehicles from the following locations:

- City of Redondo Beach Public Works Yard at 531 North Gertruda Street, Redondo Beach;
- Clean Energy facility at 104th Street and Aviation Boulevard, Los Angeles; and
- Clean Energy facility at 20500 Madrona Avenue, Torrance.

Note that deadhead will be incurred in traveling to any of these locations for after-hour fueling.

### **3.0 RESPONSIBILITIES OF CONTRACTOR**

#### **3.1 General**

Contractor shall assist City with respect to the duties described in Section 2.0. Contractor shall provide project management of the Transit Services according to specified operating procedures. The City may establish additional rules which are reasonable for operation of this service after consultation with the Contractor.

Contractor shall provide all necessary personnel, equipment and services to operate BCT services in the manner described in the RFP. Contractor shall perform the duties and accept the responsibilities identified in the RFP in connection with the operation of BCT as well as other duties and responsibilities as may be reasonably requested by the City. The omission of a duty or responsibility shall not relieve the contractor of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a fixed route and dial-a-ride service.

Contractor shall meet at least monthly with the City to discuss BCT operations and review the monthly performance report. Contractor shall evaluate BCT service for improvement and provide recommendations to the City. Contractor shall act as a member of a larger City-wide service delivery system. Contractor shall participate under the direction of City staff in planning and evaluating City services and in gathering information regarding community needs.

As described on page 9, Pending Issues, the City anticipates the conduct and completion of several planning studies and implementation of new systems during the term of this contract. Contractor shall participate and assist in the conduct of such analyses and implementation of new systems.

### **3.2 Operations**

All operational activities, including route supervision, shall be the responsibility of the Contractor. Contractor shall coordinate, manage and control all necessary program activities which shall include: operating approved vehicles; vehicle maintenance and operating personnel; providing driver and other personnel training; administrative procedures, performance statistics and financial records; route and schedule planning; reservations, scheduling and dispatching of client trips; FTA NTD data collection and reporting; program audits, and developing methods to maximize service efficiency.

Contractor shall provide operations management at a level sufficient to oversee its functions and employees. Contractor shall provide all necessary personnel, equipment and services to operate BCT services.

Contractor shall perform manual counting of ridership fare revenue and TAP card use, which will be shall be sufficient to generally validate TAP reports and shall be combined with TAP system ridership and revenue data to satisfy reporting requirements.

Contractor shall not make operational modifications which affect the level of service, including but not limited to, hours of operation, schedules, and routes without the prior written approval of the City.

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

The Contractor shall be responsible for the maintenance and condition of vehicles. All vehicle maintenance, general supplies, and services required for the operation of BCT shall be furnished by the Contractor unless otherwise specified.

Contractor shall provide continuous supervision of BCT services during revenue operations, including monitoring schedule adherence, on-street operation, on-route

compliance, and on-board ride checks. Contractor shall utilize real-time information system to supplement on-street and service performance monitoring.

Contractor shall assist and cooperate with the City in meeting the objective of providing quality transportation service. Contractor shall perform liaison activities including collaborating with other agencies (e.g. Redondo Union High School other transit agencies and contractors), coordination and cooperation with the City on matters related to operations, monitoring, reporting and service performance.

Contractor shall assist the City with customer service responsibilities including responding to service inquiries, investigating and responding to customer complaints and problem resolution.

Contractor shall assist the City with BCT promotion and marketing and shall not distribute any material without the City's written permission. Contractor shall refer all media inquiries to the City. Contractor shall provide City with the necessary information on service disruptions, detours and route changes to facilitate communicating with BCT riders via social media and website service alerts.

Contractor shall comply with all conditions and laws required by Federal, State, and local governments, including Metro.

### **3.3 Dispatch**

Contractor shall provide staff to effectively respond to incoming calls at a quality and level consistent with BCT patron demand. Dispatch services are to be available between 6:00 AM and 8:30 PM seven days a week, with the exception of the following holidays: Thanksgiving Day, Christmas Day and New Year's Day.

Contractor shall maintain radio control and contact with all vehicles in service and maintain the daily dispatch log. Contractor shall propose a dispatching log format for the City's approval prior to beginning service. Contractor shall provide training for scheduling and dispatch personnel in professional technique, radio protocol, and cooperative approaches with vehicle operators and patrons.

Contractor shall provide the capability to respond to telephone service and information requests from hearing impaired individuals and individuals with limited English proficiency. Contractor shall provide bilingual telephone information personnel or arrange for translation services in order to communicate with individuals with Limited English Proficiency (LEP) during all hours that the dispatch services are available to the public.

### **3.4 Fixed Route Services, BCT Line 102 and Line 109**

BCT is a general public transit service on Lines 102 and 109 that operates seven days a week between 6 a.m. and 10 p.m., with reduced service on holidays. BCT services operate within the local communities of Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo, connecting residents, students and commuters to the Green Line rail stations, Metro and other regional municipal transit operators and LAX. The fare is \$1.00 for adults and 50 cents for Senior/Disabled and Medicare Cardholders, and the interagency transfers are 25 cents. BCT also sells monthly general (adult), student (K-12) and senior/disabled passes. TAP stored value, EZ Pass and Access Cards are accepted as fare payment.

Contractor shall operate fixed route service in a safe, courteous, and reliable manner in strict accordance with the operating days and hours and routes and schedules.

Contractor is authorized to deviate from established routes when necessary to avoid construction or other obstructions in the public right of way and comply with detours and public safety officers. Contractor shall notify the City of such obstruction causing deviation as soon as is practicable.

### **3.5 Dial-A-Ride – Senior & Disabled Services**

The WAVE Dial-A-Ride service is curb-to-curb shared ride transportation service to Redondo Beach and Hermosa Beach seniors (62+) and disabled (of any age) residents, within Redondo Beach and Hermosa Beach city limits. Additional eligible trip destinations include pre-approved satellite locations outside of the Redondo Beach and Hermosa Beach service area. The WAVE service operates Monday through Friday, between 6:00 a.m. – 8:30 p.m., and Saturday and Sunday between 8:00 a.m. – 8:30 p.m., with reduced service hours on major holidays. The last pickup shall be scheduled no later than 8:00 pm. The fare is \$1 per person or 75 cents per person for prearranged groups of 3 or more passengers. WAVE clients are approved by the City through an application process that requires the verification of age, disability and residency status.

The WAVE service shall be operated in accordance with the operating days, hours and service area. Contractor shall utilize a systemic method to reserve, schedule and dispatch trip requests for WAVE Dial-A-Ride service for transport using BCT vehicles. Contractor shall ensure the method is capable of accommodating advance reservations, same-day trip requests and subscription reservations, and integrate all demands for service into efficient vehicle tours, to maximize productivity and provide the services prescribed in the RFP. Proposals shall contain a detailed description of the reservation, scheduling and dispatch system being proposed by Contractor including at least three (3) references to agencies currently utilizing this system.

Contractor shall ensure the proposed scheduling system shall efficiently accommodate the following services provided by the WAVE Dial-A-Ride:

- “Now” service request for a pick-up within 30 minutes, depending on demand;
- Same day service requests for a pick-up within two hours, depending on demand;
- Advance trip request to make a reservation up to seven days in advance;
- Subscription trip request for pick-up the same time daily or weekly; and
- Group service, three or more passengers traveling from the same origin to the same destination.

### **3.6 Service Levels to be Operated**

During the Base Term and Option Periods, the following annual levels of service are to be operated by the Contractor unless adjusted by the City as specified herein.

Period	Annual Vehicle Revenue Hours		
	BCT Fixed Route	WAVE Dial-A-Ride	Total Hours
<b>Base Period 1 : 7/1/20 - 6/30/21</b>	<b>34,100</b>	<b>6,900</b>	<b>41,000</b>
<b>Base Period 2 : 7/1/21 – 6/30/22</b>	<b>34,100</b>	<b>6,900</b>	<b>41,000</b>
<b>Base Period 3: 7/1/22 – 6/30/23</b>	<b>34,100</b>	<b>6,900</b>	<b>41,000</b>
<b>Option Period Yr 1 : 7/1/23 – 6/30/24</b>	<b>34,100</b>	<b>6,900</b>	<b>41,000</b>
<b>Option Period Yr 2: 7/1/24 – 6/30/25</b>	<b>34,100</b>	<b>6,900</b>	<b>41,000</b>

### **3.7 Special Events**

In the event City requires Contractor to provide special event, promotional, or other special transportation services that have been determined to be in the public interest that do not interfere with regular BCT service, the special events shall be billed at the agreed upon firm fixed hourly rate per revenue hour operated for the special event as described in Contractor's proposal.

### **3.8 Operation During an Emergency**

In the event of an emergency, Contractor shall deploy vehicles as directed by the City. In the absence of direction from the City, Contractor shall follow directions of appropriate law enforcement/emergency management agencies.

Emergency service does not constitute an expansion of service. Contractor shall be reimbursed for documented and reasonable costs in excess of normal BCT operating costs.

### **3.9 Personnel**

Contractor shall furnish all vehicle operators, maintenance staff, service workers/vehicle washers, dispatchers, supervisors, administrative personnel, management and other personnel services necessary for providing BCT service as described in the RFP.

Contractor shall use appropriate screening and selection criteria for employing personnel. Those checks shall include Department of Motor Vehicles (DMV) and criminal background checks, pre-employment drug screening and physicals of all employees assigned to BCT. Contractor shall undertake the steps necessary to ensure all such employees perform their duties in a safe, legal, courteous, and professional manner at all times.

Contractor shall provide to the City with a copy of its employee handbook.

Contractor shall make all reasonable efforts to ensure employees having contact with the public in the course of their duties are of good moral character. Any employee who is convicted of a felony or of a crime involving moral turpitude shall not be permitted to continue to hold a position of employment involving contact with BCT patrons.

#### **3.9.1 Wages and Benefits**

As part of this proposal, proposers shall detail the wage and benefit packages for all positions assigned to BCT.

During the base period of this contract and any extensions thereof, Contractor shall compensate hourly drivers at the following hourly rates or higher. The hourly rates shall incorporate annual CPI and longevity increases into the salary structure. Similar annual increases shall be paid to other hourly employees.

**Proposed BCT Driver Pay Rates**

	July 2020	July 2021	July 2022	July 2023	July 2024
<b>Training Pay Rate</b>	\$15.00	\$15.00	\$15.00	\$15.50	\$15.50
<b>0 - 12 months</b>	\$17.00	\$17.60	\$18.20	\$18.80	\$19.40
<b>13 - 24 months</b>	\$17.20				
<b>25 - 36 months</b>	\$17.40				
<b>37 - 48 months</b>	\$17.60				
<b>49 - 60 months</b>	\$17.80				
<b>61 + months</b>	\$18.50				

**Annual Increase \$0.60**

Increases effective July 1st of each year.

Any employee hired prior to July of each year will be paid per the current year and will receive an increase effective July of each year.

### **3.9.2 Drug and Alcohol Testing**

Contractor shall provide pre-employment, post-accident, reasonable suspicion, and random drug and alcohol testing of Contractor employees assigned to BCT in safety-sensitive positions, as required by Federal, State and local governments and the RFP. Contractor shall provide a copy of its drug and alcohol program and any certifications and forms required by FTA. Contractor shall identify the drug testing center that shall be used.

Contractor shall ensure each employee assigned to BCT in a safety-sensitive position shall undergo drug and alcohol testing in compliance with the FTA Drug and Alcohol Program Requirements.

### **3.9.3 Vehicle Operators**

Contractor shall ensure all vehicle operators shall have valid California Driver's Licenses for operation of the vehicle to which they are assigned. Note that GPPV vehicle and driver certificates are not required for the WAVE Dial-A-Ride service. Contractor shall ensure all vehicle operators shall also have in their possession at all times when operating a BCT vehicle, a valid DMV Medical Examiner's Certificate and valid DMV Training Card.

Contractor shall review current DMV reports on all applicants for the position of vehicle operator and shall reject any applicant with any failure to appear in court for driving under the influence. Contractor shall participate in the DMV Pull Notice Program. Any vehicle operator exceeding the DMV point system or with a revoked or suspended license shall not be allowed to operate a BCT vehicle.

All vehicle operators shall comply with the California Highway Patrol (CHP) regulations and requirements.

### **3.9.4 Retention of Existing Employees**

Pursuant to Senate Bill No. 158 (California Labor Code, Chapter 4.6, Section 1070 to Part 3 of Division 2), CITY shall grant a ten percent (10%) bidding preference to any Contractor who agrees to retain, for a period of at least ninety (90) days, certain employees. Contractor shall declare, as part of their proposal, whether or not their firm shall retain the employees of the prior Contractor for a period of at least ninety (90) days. Contractor shall ensure these transitioned employees will be utilized in similar positions and perform essentially same services as they did under the previous Contractor. "Employee" is defined as any person who works for a Contractor under the prior contract but does not include executive, administrative, or professional employees that are exempt from the payment of overtime compensation

within the meaning of Subdivision (a) of Section 515 or any person who is not an employee as defined under Section 2(3) of the National Labor Relations Act (29 U.S.C. Sec. 152(3)). In accordance with Senate Bill No. 158, the following obligations apply:

A successor Contractor or subcontractor who agrees to retain employees, pursuant to subdivision (a) [of Senate Bill No. 158] shall retain employees who have been employed by the prior Contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the successor Contractor or subcontractor.

If a successor Contractor determines that fewer employees are needed than under the prior contract, qualified employees shall be retained by seniority within the job classification. In determining those employees who are qualified, the successor Contractor may require an employee to possess any license that is required by law to operate the equipment that the employee shall operate as an employee of the successor Contractor.

Nothing in this section requires the successor to pay the same wages or offer the same benefits provided by the prior Contractor.

In accordance with the California Labor Code, the successful Contractor or subcontractor shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than ten (10) days. An employee who has not been offered employment or who has been discharged in violation of this chapter, or his or her agent, may bring an action against the successor Proposer in any superior court having jurisdiction over the successor Proposer. Upon finding a violation, the court shall order reinstatement to employment with successor Contractor and award back pay, including the value of benefits, for each day of violation.

The existing service Contractor shall make available the number of employees who are performing services under the service contract and the wage rates, benefits, and job classifications of those employees to City or to any entity that City identified as a bona fide Contractor. See Attachment 2 to the RFP.

### **3.9.5 Vehicle Operator Responsibilities**

Contractor shall conduct an adequate background check on each vehicle operator to ensure all vehicle operators meet the following standards and are qualified to perform the intended services:

- An employee (full or part-time) of the Contractor. Contractor may not sub-contract with non-employees to execute trip assignments;
- Continuous possession of a valid driver's license, California DMV Transit Certificate, passenger endorsement, air brake endorsement, and possession of a Class A or B license;
- Not more than two moving violations in the past five years and no DWI/DUI convictions within the last seven years;
- Demonstrated command of the English language, both oral and written;
- Ability to resolve complaints and problems as required;
- No felony conviction history; and
- Pass Federal drug and alcohol testing regulations.

Contractor shall ensure vehicle operators shall, when requested by the City, hand out notices to passengers and render assistance in the City's monitoring functions.

Contractor shall ensure vehicle operators shall honor and update special passes, collect tickets, and issue and collect transfers as determined by the City.

Contractor shall ensure vehicle operators record ridership counts by passenger category according to procedures approved by the City.

The following shall be minimum service requirements and vehicle operator responsibilities. Failure to carry out these responsibilities shall result in a vehicle operator being prohibited from driving any vehicle covered by this contract, unless subsequently approved in writing by City.

Contractor shall ensure vehicle operators shall:

- Appear neat, clean, well groomed, and in an acceptable uniform;
- Exhibit positive customer service skills. Always be helpful and courteous to passengers;
- Operate the vehicle safely and legally;
- Assist elderly and physically impaired passengers in boarding and deboarding (Dial-A-Ride drivers);

- In cases of emergency, shall immediately contact the Contractor for assistance;
- Notify passengers of stops and when transfers are required;
- Not allow animals in vehicle except service animals or small animals contained in an accepted transport cage, box or carrier;
- Not deviate from route and schedule without City's permission;
- Notify City and Contractor in cases of emergencies or breakdowns;
- Make sure the vehicle stays on schedule but never ahead of schedule;
- Not smoke in the vehicle and enforce no smoking rules;
- Enforce BCT passenger rules;
- Not carry or make change;
- Not accept tips;
- Not eat or drink aboard BCT vehicles;
- Not use any device that plays video, music or amplifies sound aboard BCT vehicles; and
- Not use cellular telephones, pagers, or other communications devices (including text messaging) while operating BCT vehicles.
- If a passenger becomes unruly after boarding and is **not a threat** to the safety of the vehicle operator and/or passengers, the vehicle operator may request the passenger exit the vehicle. If the passenger refuses to disembark, the vehicle operator may contact dispatch for assistance; and
- If a passenger becomes unruly after boarding and is **a threat** to the safety of the vehicle operator and/or passengers, the vehicle operator shall contact dispatch for emergency assistance, when it is safe to do so; and
- Take charge of a safety and security incident scene until the arrival of supervisory or emergency personnel.

Vehicle operators should:

- Submit suggestions for service improvements to the City via Contractor

### **3.9.6 Project Manager**

Contractor shall provide a full-time, dedicated Project Manager to provide daily management and supervision of BCT operations. The Project Manager shall be available to meet with, or respond to inquiries from, the City or the public Monday through Friday between 8:00 AM and 5:00 PM.

Contractor shall ensure the Project Manager shall have a minimum of five (5) years' experience managing and supervising public transit services

similar in size and complexity to the services herein described and a minimum of eight (8) years' progressive experience in the operation, administration and supervision of fixed route and demand responsive transit services.

The Project Manager shall act as a liaison, working cooperatively with City staff in providing operational data, responding to comments from passengers and the general public, coordinate detours and public information for service alerts, and responding to specific requests for other assistance as the need arises. The Project Manager shall not perform other duties or be responsible for other projects for the Contractor without the City's prior written permission.

Contractor shall ensure the Project Manager shall monitor all aspects of BCT operations including, but not limited to: ridership, quality of service, fare collection and accounting in accordance with established procedures, and attitudes, motivation, and performance of all personnel. Contractor shall ensure the Project Manager attends City meetings and reports on the BCT services. Contractor shall ensure its Project Manager shall be available to meet with the City as required.

Contractor shall provide a responsible senior employee to make decisions or provide assistance as necessary as a back-up to the Project Manager.

The person serving as Project Manager shall be approved by the City. Contractor shall ensure Project Manager serves a minimum two-year term on this project before any reassignment shall be considered. Should the Contractor propose a new Project Manager or the City request a replacement, the proposed replacement's resume and qualifications shall be submitted to the City for its approval at least ten days prior to the departure of the incumbent Project Manager unless Contractor is not provided with such notice by the departing employee. Contractor shall provide the City 30 days' notice prior to replacing the Project Manager. Should the position of Project Manager remain unfilled for a period of 30 days or more, the City may deduct the Project Manager's compensation from Contractor's payments.

### **3.9.7 Maintenance Manager**

Contractor shall designate and provide the services of a qualified Maintenance Manager, subject to the City's approval. This individual shall not be the lead mechanic. Contractor shall ensure that the Maintenance Manager has a minimum of three (3) years' experience managing and supervising the maintenance functions of a shop similar in size and complexity to the services herein described. Contractor shall further ensure

the Maintenance Manager has a minimum of five years journeyman level experience with vehicles similar to those used by BCT.

Contractor shall ensure its Maintenance Manager shall provide proactive resource management including, but not limited to, preventive maintenance scheduling and supervision, repair supervision, technical training, and such other activities as may be necessary to ensure the performance of Contractor's maintenance duties and responsibilities.

Should the services of the Maintenance Manager become unavailable to Contractor, the resume and qualifications of the proposed replacement shall be submitted to City for approval as soon as possible, but in no event later than 10 working days prior to the departure of the incumbent Maintenance Manager, unless Contractor is not provided with such notice by the departing employee. Should the position of Maintenance Manager remain unfilled for a period of 30 days or more, the City may deduct the Maintenance Manager's compensation from Contractor's payments.

#### **3.9.8 Supervisory and Dispatch Coverage**

Contractor shall provide sufficient trained and qualified Road Supervisors and Dispatch office staff to ensure that a management-level employee or Road Supervisor is available to respond and that the Dispatch office will be staffed whenever a BCT service vehicle is on the road with the exception of maintenance road test.

#### **3.9.9 Maintenance Personnel**

In addition to the Maintenance Manager, Contractor shall employ additional maintenance and service personnel on an acceptable fleet to mechanic ratio as necessary to properly maintain and service the BCT fleet.

Contractor shall ensure the maintenance personnel assigned to work on BCT vehicles and equipment shall have the necessary skills to:

- Conduct preventive maintenance inspections and complete associated paperwork;
- Inspect vehicle engines, transmissions, and other mechanical, electric, and electric parts and components;
- Diagnose vehicle engine, transmission, electrical and electric component system problems; and
- Repair vehicle engines, transmissions, and other mechanical, electric, and electronic parts and components.

### **3.9.10 Technical Assistance**

As an included element of the assistance to be provided, Contractor shall ensure the availability to the City of technical staff with knowledge and experience in Computer-Assisted Dispatch/Automated Vehicle Location (CAD/AVL) systems. This capability may be satisfied either through technical staff in the employ of the Contractor or through a documented engagement of technical consulting expertise which will be made available to the City upon a reasonable advance request. The Contractor's arrangement for meeting this requirement must be disclosed in their proposal.

### **3.9.11 Training**

Contractor shall provide an outline of their Safety and Training Manual and Customer Service Training Manual for City's review and approval prior to the beginning of training under this contract. The City shall assist the Contractor's training efforts by allowing the Contractor to conduct training in City facilities.

Contractor shall ensure the vehicle operators are trained in all operational procedures relating to the system. Contractor's training must include techniques for dealing with the public in a helpful and courteous manner, sensitivity training, and basic information about the service and the Beach Cities service area. This requirement pertains to regularly assigned and relief vehicle operators.

Dispatchers and any other personnel who may be assigned to telephone information lines shall receive customer service training, along with operational training, radio procedures, and accident and incident procedures. The Contractor's customer service training program shall be consistent with City customer service standards.

Contractor's employees assigned to BCT shall have detailed knowledge of BCT services (including schedules, transfer points, fare, and operating policies) and those transit operators which link up with the BCT system. All Contractor employees shall also be trained to proficiency in the requirements and responsibilities of the Americans with Disabilities Act, Title VI and Reasonable Modification procedures and policies as appropriate to their positions.

Written documentation of all training, including new hires, recurrent, and retraining shall be maintained by the Contractor and furnished to the City upon request.

Contractor shall provide training for all drivers and staff in the proper operation, inspection and maintenance of the mobile validator units described in Section 2.5 as well as the operation and use of the Real-Time Information System to be implemented prior to July 1, 2020.

### **3.9.12 Vehicle Operator Training**

Contractor shall develop, implement, and maintain a formal training and retraining program for all vehicle operators, subject to City approval. At a minimum, the program shall comply with the following requirements:

- a. New Operators: Class "C" drivers, first time Class "B" drivers and Class "B"/school bus drivers who have not had prior public transit/school bus training and at least nine (9) months of transit/school bus driving experience over the last two (2) years:
  - Acquisition of a valid Class "B" (or school bus driver's) license and Medical Certificate; plus
  - Minimum of forty (40) hours of classroom instruction covering defensive driving, first aid, Federal and State rules and regulations, accident/incident procedures, radio procedures, hands-on wheelchair and wheelchair lift procedures, patron relations, employee work rules, routes, schedules, fare, and BCT operating policies; and
  - Supervised behind-the-wheel instruction with a qualified driving instructor totaling twenty (20) hours in service and twenty (20) hours out of revenue service), including completion of driving along all routes at least twice before being allowed to drive in service unsupervised.
- b. Experienced Operators: Class "B"/school bus drivers (with a medical certificate) who have had at least nine (9) months public transit or school bus driving experience over the previous two years, as well as proof of training and good references:
  - Minimum twenty (20) hours classroom instruction on Contractor's policies, procedures, defensive driving, vehicle code, drivers notices, vehicle components, radio procedures, vehicle inspection, schedules, routes, transfer policies, fare collection, accident procedures, state rules and regulations, accident report writing; plus

- Minimum two (2) hours classroom and supervised "hands-on" training addressing, at a minimum: wheelchair lift components, operation of the lift with and without power, loading and securement procedures, and emergency procedures; plus
- Minimum eight (8) hours individual behind-the-wheel instruction from a qualified driving instructor while out of service and eight (8) hours individual behind-the-wheel instruction from a qualified driving instructor while in service; including completion of driving along all routes at least twice before being allowed to drive in service unsupervised.

c. Customer Service Training: All staff, driving and non-driving, will be trained as appropriate for their position in the following topics and requirements: passenger assistance training, empathy training, serving persons with disabilities, ADA service requirements, the City's Title VI and Civil Rights policies and requirements, and reasonable modification requests.

d. Vehicle and Area Familiarization: Additional hours of training may be required to familiarize operators with routes and with the service area. Contractor shall train vehicle operators to operate all types of vehicles operated in the BCT service.

d. Continuing Training: Minimum two (2) hours of on-going safety and other transit related training every two months for every vehicle operator employed in BCT service.

e. Licensing and Certifications: Contractor shall monitor and comply with any and all State regulations and requirements with respect to vehicle operator training and shall ensure all vehicle operators complete the Contractor's training program and are appropriately licensed and certified by the State of California for the service and vehicles being operated. Contractor shall keep a current list of vehicle operators and their certifications.

f. Driver Evaluations: Contractor shall regularly evaluate each vehicle operator by a qualified instructor, including observation during revenue service.

### **3.9.13 Uniforms**

Contractor shall develop a dress code, including a standard uniform that shall be approved by the City. The uniform shall include coordinating shirts

and pants/shorts, jackets and hats. Vehicle operators shall wear name tags clearly displaying their names at all times while performing duties associated with BCT. Uniforms shall clearly display (separately) both the Contractor's and BCT name/logo. The City may make exceptions to the uniform policy. However, Contractor shall ensure vehicle operators maintain a neat and clean appearance at all times.

The City shall provide BCT artwork for use in the uniform.

Each vehicle operator shall have a working timepiece available and in clear sight at all times during revenue operations.

### **3.9.14 Removal of Employee From Project**

The City may require the immediate removal of any of Contractor's employees from BCT service for any reason, including, but not limited to, the following:

- Committing unsafe or inappropriate acts while providing service;
- Revocation, suspension, or non-renewal of a valid California driver's license;
- Conviction of any felony criminal offense;
- Unacceptable customer service as reported by customers, other vehicle operators, or directly observed by City staff or its agents;
- Non-compliance with City-specified appearance standards; and
- Failure to comply with any criteria or standards in the RFP.

### **3.10 Vehicles**

The City will provide to Contractor the vehicles and equipment set forth in the RFP. Contractor shall only use these vehicles and their associated equipment for activity directly related to BCT unless otherwise authorized, in writing, by the City.

The City provides no administrative or non-service vehicles. Should the Contractor determine that non-service vehicles are needed, the capital, maintenance and fueling costs of such vehicles will be the responsibility of the Contractor.

Contractor shall rotate vehicles in service to result in relatively even distribution of accumulated miles on the vehicles.

Contractor shall return all vehicles to BCT at the termination of the contract in the same condition as accepted, allowing for normal wear and tear.

If a new Contractor is selected, at least 2 fixed route buses and 2 dial-a-ride buses will be made available for training. Additional vehicles may be made available depending on service and maintenance requirements.

### **3.11 Maintenance**

Contractor shall ensure all vehicles, facilities, and equipment meet all applicable laws, codes, and safety standards as set by Federal, State and local governments, and shall be inspected at each interval required by all governing entities.

Contractor shall, at all times, and at its sole expense, maintain all components of each vehicle in safe and proper working condition, free from damage, malfunction or deferred maintenance. At Contractor's expense, any vehicle damaged by collision or otherwise shall be repaired as expeditiously as possible.

All maintenance and repairs to BCT vehicles shall be performed by Contractor or other vendors and suppliers who are subject to prior approval by the City. Repair work shall be conducted as soon as practicable upon learning that such work is required. Contractor shall perform repair work expeditiously in response to identification of problems by vehicle operators or other staff. Contractor shall not defer repairs beyond a reasonable time.

Contractor shall be familiar with vehicle and equipment warranties and shall comply with all warranty provisions in the conduct of its maintenance functions. Contractor shall ensure that all parts, materials, tires, lubricants, fluids, oils and procedures used by Contractor on BCT vehicles shall meet or exceed original equipment manufacturer specifications and requirements. All parts installed on BCT vehicles and equipment become property of BCT.

Contractor shall remove any vehicle which sustains damage or experiences failure impairing safe mechanical operation, from service immediately, and shall not reassign said vehicle until restored to safe operating condition.

Contractor shall not remove parts or equipment from one BCT vehicle and install said parts and equipment in another BCT vehicle for any reason without the City's prior written permission.

Contractor shall pay for any repairs arising from Contractor negligence or abuse of BCT vehicles. City, in its sole discretion, shall determine what repairs are due to negligence and abuse.

Contractor shall maintain a satisfactory California Highway Patrol (CHP) terminal inspection throughout the life of the agreement period (proof of CHP certification is required). If the Contractor receives an unsatisfactory rating from the CHP, the Contractor shall notify the City immediately and state what is being done to correct

the deficiency. If the vehicle operating authority falls under the California Public Utilities Commission (PUC) and if the PUC revokes the permits to operate the vehicles in this service as a result of unsatisfactory inspection ratings by the CHP, the vehicle shall not operate and a \$500, per vehicle per day fine shall be assessed until a satisfactory inspection report is obtained.

City reserves the right to conduct an audit of maintenance program, practices, and repairs of vehicles and equipment and at its sole discretion, to inspect and reject temporarily or permanently by notice to the Contractor, any vehicle the Contractor utilizes which the City deems unacceptable.

### **3.11.1 Records**

Contractor shall maintain all vehicles' maintenance records required by the law, including but not limited to the following:

- Work orders for all vehicle maintenance activities;
- Maintenance reports;
- Pre-trip inspection/defect reports for each vehicle;
- Reports containing negative vehicle operator notations;
- Reports indicating a vehicle defect; and
- Reports of all road call maintenance.

Contractor shall maintain an individual file for each revenue vehicle. In addition to the items above, this file shall include, but not be limited to, the following information by date of action:

- All preventive maintenance work, including parts and labor utilized;
- All warranty work, if applicable;
- All other types of repair work, including parts and labor; and
- All fuel, fluids, and lubrication used.

Contractor shall keep an accurate record of all repair and work orders performed by, or for, the Contractor on all equipment.

Contractor shall make vehicle maintenance records available to the City's representatives for review upon request. Vehicle maintenance records shall be the City's property and at the expiration of this contract or any extension thereof, or the removal of a vehicle from the custody of the Contractor, vehicle maintenance records shall be conveyed to the City.

### **3.11.2 Preventive Maintenance**

Contractor shall provide scheduled maintenance and preventive maintenance inspections as specified by the vehicle manufacturer, City, and all other governing entities. Contractor shall ensure that all scheduled and preventive maintenance shall be completed on a timely basis and within the established mileage interval.

Contractor shall provide a proactive preventive maintenance program for review and approval by the City prior to initiation of service. The preventative maintenance program shall include an outline of how the program is operated as well as a complete maintenance monitoring program. At a minimum, contractor's preventive maintenance program shall adhere to the industry standard maintenance schedules and shall be sufficient so as not to invalidate or lessen warranty coverage of any BCT vehicles or associated equipment.

The preventive maintenance program shall provide for (at least) the following:

- Preventive maintenance inspections every 45 days or every 3,000 miles, whichever occurs first;
- Engine oil and filter, and fuel filters changed at every 6,000 miles;
- Transmission oil and filters changed at every 12,000 miles;
- Preventive maintenance wheelchair lift inspections every 6,000 miles; and
- Preventive maintenance air conditioning inspections every 6,000 miles.

Contractor shall ensure vehicle inspections meet criteria set by CVC 34505.5 (Periodic Inspection by Motor Carrier). Vendor inspection forms shall have fields to log the minimum requirements of CVC 34505.5.

Any preventive maintenance inspection (PMI) completed more than 250 miles past PMI mileage interval shall be considered late. Any PMI inspection completed more than 500 miles past PMI mileage interval shall be considered missed.

Missed PMIs shall result in that vehicle being non-serviceable and all days operated in revenue service under such condition shall be considered non-revenue days for the vehicle with the missed PMI for Contractor's compensation.

### **3.11.3 Vehicle Maintenance**

In addition to preventive maintenance, Contractor shall perform general maintenance including (at least):

- All wheelchair lift-related equipment shall be inspected, serviced and lubricated at intervals necessary to ensure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service;
- Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system;
- All components of the vehicle bodies, appurtenances, and frames shall be maintained in a safe, sound and undamaged condition at all times. Damage (including body, glass, logos, wraps, custom paint and all appurtenances) shall be repaired in a professional manner within 21 days of damage;
- All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and fully functional, as designed, condition at all times;
- Climate control systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times on all in-service hours;
- Seats shall be maintained in proper operating condition at all times. All rips, tears, cuts, gum, graffiti and other damage shall be cleaned or repaired in a professional manner immediately upon their discovery. Contractor shall replace seat covers that are worn or cannot be professionally repaired, using materials that are identical in design and color as those materials being replaced; and
- Farebox systems shall be maintained in proper operating condition at all times.

### **3.11.4 On-Vehicle Equipment**

Contractor shall be responsible for the inspection, servicing, maintenance and repair of all on-board vehicle equipment, including, but not limited to, video surveillance systems, fareboxes, smart card readers/validators, annunciator systems, and digital display units. Contractor shall inform City of equipment defects/failure and City shall provide direction on remedial action to be taken, for example, repair by Contractor, replacement with in-stock spare, or coordination with Metro TAP contractor or RTI contractor for trouble-shooting and/or exchange.

### **3.11.5 Roadcalls and Towing**

Contractor shall develop and train maintenance and operating staff in appropriate and timely procedures to respond to roadcalls from BCT

vehicles. If the roadcall is from a BCT vehicle in active service, Contractor shall endeavor to limit the disruption of service and missed trips. Drivers shall notify dispatch as soon as possible. A replacement BCT vehicle shall be placed in service within fifteen (15) minutes for roadcalls within three miles of the Kingsdale Yard, and within thirty (30) minutes for roadcalls between three and six miles of the Kingsdale yard to resume service consistent with the time schedule. Procedures will also ensure that subsequent runs are initiated on-time to minimize late runs following roadcall events.

In the event that towing of any vehicle is required due to mechanical failure or damage, Contractor shall provide such towing at Contractor's sole expense. Contractor shall ensure vehicles are always flat-bed towed, and towed within two hours of the vehicle breakdown.

### **3.12 Emissions Control Programs**

Contractor shall have vehicles tested and certified to meet BCT, and other local, State, and Federal requirements related to exhaust smoke and engine emissions.

Contractor shall maintain any applicable California Air Resources Board Voluntary Compliance Program objectives subject to BCT operations.

Contractor shall be responsible for the administration of a smog check program for BCT vehicles. Contractor shall be responsible for emissions testing and shall be responsible to conduct repairs as required to meet emissions standards.

### **3.13 Pre-Trip Inspections**

Contractor shall ensure each vehicle operator performs a Pre-Trip Inspection of each vehicle prior to the start of revenue service with regard to safety, function, and appearance of the vehicle, pursuant to State of California Motor Vehicle Requirements. The checklist shall be kept on file for the City and CHP review.

Daily servicing shall include, but not be limited to the following.

- Fueling
- Engine oil, coolant, water and transmission fluid check/add
- Farebox check
- Mobile Validator operation
- Wheelchair lift/ramp check
- Security Camera inspection
- Annunciator inspection and test
- Real-Time Information system test
- Brake check

- Light and flasher check
- Interior sweeping and dusting
- Graffiti removal
- BCT system map and route schedule brochure inventory
- Car Card installation and inventory
- Interior and exterior visual inspection
- Check all vehicle performance defects reported by vehicle operators to identify potential safety and reliability items requiring immediate attention, including climate control mechanisms

Contractor shall immediately repair or replace, prior to placement in revenue service, any vehicle with safety or operational problems.

### **3.14 City Conducted Inspections**

The City will regularly inspect, examine or test any equipment and facilities used in the performance of BCT operations. The inspections may take the form of vehicle inspections, ride-alongs, visual cleanliness inspections, records inspections, or other inspections.

### **3.15 Vehicle Cleaning**

Contractor shall maintain BCT vehicles in a clean and neat condition at all times. Contractor shall maintain a vehicle cleaning and washing log in each vehicle for the City to review and inspect.

#### **3.15.1 Interior**

Contractor shall maintain the vehicle interior in good condition. Contractor shall also ensure all corners and seams are securely fastened to the floor at all times, and the doors, stop notification devices, security cameras, annunciators, and public address systems work properly.

Contractor shall ensure the vehicle operator's area will be clean at all times. Vehicle operator's personal property shall be kept in a secure area and out of sight. Vehicle operator seats shall be maintained in accordance with the standards stated below for passenger seats.

Contractor shall check interior for damage and clear trash at the beginning and conclusion of each shift or service day.

Contractor shall not attach or place any markings on the interior of the vehicle without the City's prior written permission.

Contractor shall perform basic cleaning daily and the following maintenance weekly:

- Sweep, mop, clean, and remove all trash, gum, sticky substances, foreign objects, vermin, dirt, and dust from vehicle floors;
- Clean vehicle operator area, including but not limited to, dash controls, dashboards, above the vehicle operator area and along the front dashboard;
- Clean passenger of dust and foreign substances;
- Clean all ledges, stanchions, handrails, modesty panels, passenger signal strip and remove dust, grease, gum, or sticky substances; and
- Replenish BCT system map and route schedule brochure inventory.

Contractor shall have each BCT transit vehicle fumigated as needed by a licensed and certified pest control service. City shall approve the schedule for such service and Contractor shall provide documentation of the completion of such service. Pesticides used for this treatment shall not leave an odor or residue in the vehicles.

### **3.15.2 Exterior**

As part of the pre-trip inspection, Contractor shall ensure vehicle operators inspect exterior of the vehicle and note any new cracks, dents, rust, scrapes, graffiti, and any other markings. Contractor shall ensure vehicle operator will make the report to the Contractor's project manager.

Contractor may not attach or place any markings on the exterior of the vehicle without the City's prior written permission.

Contractor shall wash each vehicle once a week, or more frequently as required by weather conditions, to ensure the vehicle exteriors are clean.

Contractor shall perform complete vehicle detailing on each vehicle, twice per year on a schedule approved by the City. Detailing shall include, at a minimum: the cleaning of all interior surfaces using an appropriate cleaner and treatment using an appropriate protectant; cleaning of the vehicle exterior followed by the application of an appropriate polish and wax; and cleaning, polishing and treatment of all wheels, rims and tires. Contractor shall use the following detailing materials or equivalent:

Exterior: Polish: 3M Machine Polish

Wax: Auto Magic Banana Wax

Windows: Spot Off heavy duty water stain remover

Interior Seat Cleaning: Citrus Salt Cherry Scent

Contractor shall schedule vehicle detailing in a manner that does not adversely affect the BCT service.

### **3.16 First Aid and Accident Kit**

Contractor shall provide accident kits to be carried on BCT vehicles at all times. The kits shall contain forms for reporting accidents or incidents, body fluid clean-up kit, first aid kit, and any other material required by BCT.

### **3.17 Equipment and Furnishings**

#### **3.17.1 Telephone Equipment and Lines**

The City maintains all telephone numbers for Beach Cities Transit information and dial-a-ride reservations and one TDD telephone number. The numbers shall be available for the Contractor's use. The City pays for all telephone services.

Contractor shall provide all telephone equipment and phone system. Contractor shall provide TDD equipment for communications with hearing impaired patrons and an answering machine for recording trip requests for the dial-a-ride service between 8:30 PM and 6:00 AM when the dispatch facility is closed.

Contractor shall provide an automatic call sequencer (ACS) unit which shall answer all service request calls, hold the calls in a queue if they cannot be answered immediately, and cause the calls in queue to be answered in the order in which they were received. The ACS shall capture and allow for the reporting of data on telephone system performance, including, but not limited to, total calls received; total calls abandoned; average hold time; and maximum hold time. Contractor shall provide ACS reports to the City monthly.

Contractor shall coordinate all telephone lines in City facilities with City telecommunications personnel.

#### **3.17.2 Radio Equipment**

Contractor shall provide radio equipment and clear radio channels to dispatch and communicate with BCT vehicles. Contractor shall ensure the equipment and radio channels provide clear communications throughout BCT's service area and all satellite points. The system must also provide a GPS vehicle location capability to allow the tracking of BCT vehicles when in service.

### **3.17.3 Other Office Equipment**

Contractor shall provide all office furniture and electronics and communications equipment necessary to effectively operate a modern office and comply with the City's reporting and communications standards. The Contractor must provide all computers and software for administration and management of the BCT system including any reservations and scheduling software for the WAVE service. The City provides no computers or software, except for the computers and monitors related to the real-time information system, which are dedicated to this system and shall not be used for any other application. For Information technology equipment located in a City facility, Contractor shall coordinate with City telecommunications staff.

### **3.17.4 Maintenance Equipment and Tools**

Contractor shall provide all maintenance equipment and tools necessary to maintain and repair BCT vehicles in the manner required by the RFP.

## **3.18 Accident and Incident Reporting**

Contractor shall develop, implement, and maintain formal procedures, approved by the City, to respond to and report emergencies and routine concerns that occur in the course of providing BCT service, including, but not limited to:

- In-service vehicle failures;
- Lift/ramp failures;
- Passenger disturbances;
- Passenger injuries; and
- Vehicle accidents.

Contractor shall notify the City of any accident involving a BCT vehicle within one hour of the accident (regardless of the amount of damage or lack of damage) and immediately file a police report. In case of injury accidents, Contractor shall notify the City within one hour. Contractor shall deliver a written accident report to the City within 24 hours and a complete report as soon as practical.

Contractor shall have vehicle operators report public safety incidents they observe to dispatch or to the Project Manager, who in turn, is requested to refer incidents to the proper authorities. Such observed incidents may include but are not limited to, fires, criminal acts, suspicious circumstances, public right-of-way obstructions, natural disasters, signal outages or bulb out, and collisions.

Contractor's accident and incident procedures shall require vehicle operators and/or road supervisors or other supervisory staff to take digital photos, as appropriate, of accident/incident scenes, vehicles involved (including the BCT

transit vehicle), parties involved and other pertinent details. Photos shall be uploaded to a file on Contractor's computers and transmitted to City with the written accident report required above.

### **3.19 Fares and Fare Collection**

The BCT fare is \$1 per person, with reduced fare of 50 cents for senior, disabled and Medicare cardholder passengers. BCT accepts Metro TAP EZ passes and Metro TAP Stored Value, and Access Services (ASI) cards as a paid fare. Interagency Transfers are 25 cents and BCT Transfers are free. The WAVE fare is \$1 per person, or group rides of three or more pay \$0.75 each.

Contractor shall ensure the correct identification has been presented by the passenger and verified by the vehicle operator prior to acceptance of the discount, prepaid, free or promotional fare media. In the absence of presentation and verification of the appropriate identification as indicated above, the Contractor shall collect the full adult fare, within the bounds of reasonable prevailing circumstances.

Contractor shall collect fares and account for revenues from BCT vehicles in a manner directed by the City. All fares collected are the sole property of the City. Contractor shall develop written procedures for fare collection for the City's approval. The procedures must include:

- Emptying all fares and transfer slips from the fare box on each BCT vehicle daily;
- Confirming that the amount of the collected fares and transfer slips collected correspond to the reported number of passengers carried;
- Depositing the total amount of fares collected in a manner specified by the City, including the use of an armored security service for pick up;
- Provide the City with a completed BCT Farebox Deposit Breakdown report no later than the next business day [See Attachment 5]; and
- Comply with Mobile Validator system rules and reporting.

The City reserves the right to count revenues contained in each farebox vault at any time with no notice and to change the delivery process with 30 days written notice.

The City will provide fare boxes on all BCT vehicles and pay for the armored truck service. The current Contractor is using fare boxes manufactured by Diamond Manufacturing. TAP mobile validators are provided by Metro during the term of the Agreement.

### **3.20 Financial Records**

Contractor shall establish and maintain, within a separate account, all project expenditures and any other relevant financial records or documents. The Contractor shall submit invoices to the City within fifteen days after the end of the month for the fixed route, dial-a-ride, and special services operated during the reporting period. Invoices shall be included with the Monthly Program Report documentation. City will pay Contractor within 30 days after receipt of approval of the monthly program report. All invoices shall be addressed as follows:

Transit Manager  
City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277

All invoices, monthly reports, supporting documents, and other financial records relevant to the contract shall be subject to inspection and audit by representatives of the City, United States Department of Transportation, State Controller's Office, Controller General of the United States, and Metro.

Any time during the term of the contract, or for four years after its expiration or termination, authorized representatives of the City may conduct an audit of the Contractor regarding the services provided under the contract. If such audit finds that the City's financial liability for such services is less than payments made by the City to the Contractor, the Contractor agrees that the difference shall be either repaid by the Contractor to the City by check payment, or at the City's option, credited against any future payments due to the Contractor.

If such audit finds that the City's financial liability for services provided is greater than made by the City to the Contractor, the difference will be paid to the Contractor by the City by check payment within 45 days of calculating the amount.

### **3.21 Operating Reports**

Contractor shall submit monthly program reports to the City with the monthly invoice. The reports are due no later than 15 days after the end of the month and shall include daily, monthly and year-to-date information. The monthly program report shall include, but may not be limited to, the following information:

- Daily Status Report [submitted by email daily]
- Daily Dispatch Log [submitted by email daily]
- Operational and performance data
- Fare Collection information (including all TAP card activity)
- Fuel statistics

- Employee Hours FTA Report
- National Transit Data Reporting
- Maintenance Status Reports
- Incident and Accident Reports
- Customer Service Reports- Complaints/Compliments/Comments
- NTD Random Sampling and Reporting
- NTD Incident Reports
- Drug and alcohol tests
- Safety and Training activities; and
- Road Call and Vehicle breakdowns.

### **3.21.1 Fixed Route Service**

Contractor shall provide a fixed route service report which shall detail information for each individual route and the total of all routes. The report shall include, but may not be limited to, the following information:

- Passenger miles
- On-time performance by route
- Number and percentage of missed/late pull-outs
- Number and percentage of missed/late trips
- Ridership counts by day, mode, route, and fare type
- Vehicle revenue hours and total hours by route
- Vehicle revenue miles and total miles by route
- Tripper Bus Report by line showing hours, miles and days of service
- Number of wheelchairs
- Farebox revenue
- TAP card usage by product type

### **3.21.2 Dial-A-Ride Service**

Contractor shall provide a dial-a-ride report which shall include, but not be limited to, the following information:

- List of all scheduled trips or portions thereof missed, with explanations
- Passengers by fare type
- Wheelchair passengers
- Passengers per revenue hour
- Passengers per revenue mile
- Vehicle revenue hours and total hours by vehicle
- Vehicle revenue miles and total miles by vehicle
- Average response time for now and same day trips (time between

- the call-in and pick-up)
- On-Time performance
- Cancelled trips
- Total no show trips
- Trip time
- Total Trips
- Total Trips by city of origin and city of destination
- Farebox revenue
- TAP card usage

### **3.21.3 TAP Card Reporting**

TAP provides daily and monthly comma separated value (CSV) and PDF reports to the City that include ridership and fare revenue data. The City will provide the daily reports to the Contractor to integrate the data in the daily activity and monthly reports. The reports are used to reconcile ridership and fare revenue data. The various reports are:

Report	Description	Daily CSV	Daily PDF	Monthly CSV	Monthly PDF
A102	Transaction Report	X	X		
P105	Ridership by Device	X	X	X	X
P100	Ridership by Product	X	X	X	X
S101	Stored Value Report			X	X

### **3.21.4 Customer Service Reporting**

Sample TAP reports are posted on the BCT website at [www.beachcitiestransit.org](http://www.beachcitiestransit.org)

Contractor shall provide a Customer Service Report which shall provide detailed information (including contact information) for each customer comment, complaint and compliment. The report shall include comments, complaints or compliments concerning any aspect of BCT. Comments, complaints or compliments shall be individually listed by date and subject, and be accompanied by their resolution (for comments and complaints).

City representatives shall occasionally ride-along to record passenger activities and observe Contractor-patron interactions.

### **3.21.5 FTA Required Reporting**

Contractor shall conduct on-board data collection on both fixed route and demand response services each year as directed by the Federal Transit

Administration (FTA) National Transit Database (NTD), to statistically compute valid passenger mile data.

Contractor shall use the random sample technique described in FTA Circular C 2710.1A for fixed route passenger sampling and a 100 percent passenger miles data per FTA Circular C 2710.2A for demand response. City shall provide the random sample dates for fixed route. Contractor shall submit the daily random-sample trip sheets no later than 10 days after the trip sampling has been performed.

Contractor shall ensure that all reported NTD data meets FTA requirements and definitions. Contractor shall adhere to the most recent NTD data collection procedures.

Contractor shall submit consistent and accurate data necessary to complete the following forms and information, by mode, on a monthly basis:

- Daily Random-Sample Trip Sheets for use in reporting passenger miles traveled;
- Ridership Activity Form MR-20;
- Safety & Security Forms S&S-50 Non-Major Incidents and S&S-40 Major Incidents;
- Maintenance Performance Form R-20;
- Energy Consumption Form A-30;
- Transit Agency Service Form S-10;
- End of month cumulative lifetime mileage by vehicle for use in preparing the Revenue Vehicle Inventory Form A-30 (i.e., mileage as of June 30th of each year is required as well as the start and end of each Contract); and
- Other FTA required information.

### **3.21.6 Additional Reporting Requirements**

Should the FTA or other funding agencies change reporting requirements; the City will notify the Contractor of new or revised reporting requirements, including, but not limited to, reporting related to the City's Public Transportation Agency Safety Plan and Transit Asset Management Plan.

### **3.22 Performance Standards**

Contractor shall provide service in a manner which shall ensure responsive service to BCT patrons and maximize service reliability and safety. The performance standards that are defined herein identify key areas of concern to the City. Failure to provide service that consistently meets these standards may be considered

cause for the City to cancel the contract. Circumstances outside the Contractor's control shall be taken into consideration by the City.

### **3.22.1 Program Standards**

<b>Measure</b>	<b>Standard</b>
Accident reports	Contractor shall file police report immediately and notify City within one hour (immediately if injuries are involved). Contractor shall further provide a written summary to City within 24 hours.
Cleaning of vehicles	Contractor shall wash exterior once a week or more frequently as required by weather, and detail twice a year. Contractor shall clean interior daily as specified by the RFP.
Daily inspections and logs	Contractor shall ensure vehicle operators complete daily inspection and log.
Farebox receipts	Contractor shall remove all receipts from revenue vehicles daily, and count and deposit said revenue.
FTA Reports	Contractor shall meet all obligations of Section 3.21.5, collect data, and provide the required data for FTA reporting. The data must be acceptable to FTA and the City.
Maintenance, Preventive Maintenance and Inspections	Contractor shall perform maintenance, preventive maintenance and inspections in compliance with CHP Regulations and manufacturer's guidelines.
Safety	Contractor shall achieve a "Satisfactory" CHP Vehicle and Terminal Inspection rating.
Vehicle accessibility	Contractor shall ensure all vehicles in revenue service will be equipped with a properly operating passenger lift or ramp.
Vehicle operator appearance	Contractor shall ensure vehicle operators will be in City-approved uniform at all times when in service.

### **3.22.2 Fixed Route Standards**

<b>Measure</b>	<b>Standard</b>
Calling out stops	Contractor shall ensure vehicle operators will announce bus stops per ADA regulations when the annunciator is not in operation.
Destination signs	Contractor shall ensure vehicle operators will display the correct destination information and special messages (e.g. "Happy Holidays") and remove in a timely manner when no longer appropriate.

Established route	Contractor shall ensure vehicle operators will not deviate from established route alignment without approval by dispatch unless at direction of law enforcement.
On-time departure	Contractor shall ensure on time departure unless the departure is delayed by circumstances beyond Contractor's control.
On-time performance	Contractor shall ensure 90% of trips (measured monthly) will be zero minutes early, and no more than five minutes late.
Missed Trips	Contractor shall ensure there will be <u>zero</u> missed BCT fixed route trips.

### **3.22.3 Dial-A-Ride Standards**

<b>Measure</b>	<b>Standard</b>
Missed trips	Contractor shall ensure there will be <u>zero</u> missed WAVE Dial-A-Ride trips.
Reservation on-time performance	Contractor shall ensure 90% of vehicle arrivals will be between 15 minutes before and 15 minutes after the scheduled pick-up time.
Same day request wait time	Contractor shall ensure wait times for trips requested on the same day will not exceed 30 minutes from the time the request is made to the time a vehicle arrives.

### **3.23 Asset Management Requirements**

Contractor shall assist City in the monitoring and reporting as specified in City's Transit Asset Management Plan in compliance with FTA regulations.

### **3.24 Environmental Requirements**

#### **3.24.1 Spill Prevention, Control and Countermeasure Plan**

Contractor shall prepare and maintain a Spill Prevention, Control and Countermeasure Plan ("Plan") in compliance with 40 CFR Part 112 for the BCT Transit Operating Facility. A completed Plan shall be provided to City no later than 30 days prior to the start of service under this RFP and Plan shall be updated and revised as needed to ensure compliance with the requirements of 40 CFR Part 112 and to reflect any changes to the facility, equipment or maintenance and operating practices.

Contractor shall implement and carry out the actions specified in the Plan and shall document the performance thereof to the City as part of its monthly reporting.

### **3.24.2 EPA Hazardous Materials**

Contractor shall be responsible for obtaining an EPA Identification number from the California Department of Toxic Substances Control, compliance with all Hazardous Waste Generator Requirements, and the disposal of any generated hazardous waste.

### **3.24.3 Hazardous Materials Business Plan (HMBP) Program**

Contractor shall be responsible for complying with the HMBP requirements if any of the following hazardous materials quantities are met or exceeded: 55 gallons of a liquid, 500 pounds of a solid, or 200 cubic feet of compressed gas, or extremely hazardous substances above the threshold planning quantity (40 CFR, Part 355, Appendix A). If any of these thresholds are met, Contractor is required to: (1) Inventory their hazardous materials; (2) Develop a site map; (3) Develop an emergency plan; and (4) Implement a training program for employees. Businesses must submit this information electronically to the statewide information management system (California Environmental Reporting System, or CERS).

More information about this requirement may be found at:

<https://www.caloes.ca.gov/FireRescueSite/Pages/HazMat-Business-Plan.aspx>

## **4.0 TRANSITION OF VEHICLES**

The fleet inspection and turnover process will be finalized at the first transition meeting between the City and the representatives of the current and incoming Contractors. No less than 4 weeks prior to the transition date representatives of the two Contractors, overseen by the City, will jointly inspect each vehicle in the BCT fleet and prepare a detailed list of any defects or deferred maintenance items and also review the maintenance records of each vehicle to ensure their completeness. The City will meet with the representatives of both Contractors to review the listings of defects/deferred maintenance by vehicle and will determine which defects or deferred maintenance items are to be corrected by the current Contractor at their cost. During the week prior to transition, representatives of the two Contractors will reinspect each vehicle to verify that the identified work has been completed.

If necessary, the City has the right to bring in an independent third party maintenance expert to inspect and resolve issues of deferred maintenance or body repair. The outgoing Contractor is responsible for returning all BCT vehicles to the City in roadworthy and fully-operable condition, normal wear and tear excepted. The incoming Contractor shall not be financially responsible for correction of deferred maintenance or body damage existing at the time of vehicle transfer.

## SECTION 5 TRANSIT SERVICE AGREEMENT

### MANAGEMENT AGREEMENT FOR THE OPERATION AND MAINTENANCE OF BEACH CITIES TRANSIT FIXED ROUTE TRANSIT BETWEEN THE CITY OF REDONDO BEACH AND

This MANAGEMENT AGREEMENT FOR THE OPERATION AND MAINTENANCE OF BEACH CITIES TRANSIT ("Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and \_\_\_\_\_, a \_\_\_\_\_ ("Contractor").

#### RECITALS

**WHEREAS**, the City desires to provide public transportation services in the City and the cities of Hermosa Beach, Manhattan Beach, and El Segundo; and

**WHEREAS**, Contractor has the management and technical personnel, expertise, experience, and qualifications necessary for the management and operation of public transit services

**WHEREAS**, Contractor has proposed to provide such services to the City; and

**WHEREAS**, Contractor warrants that the representations made in its proposal as described in Exhibit "D" are true and Contractor is bound by each of its representations; and

**WHEREAS**, City desires to engage Contractor to perform said services.

**NOW THEREFORE**, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to the following:

1. Agreement. This Agreement consists of this document and all attached exhibits, which are incorporated herein by reference:
  - a) Exhibit "A": FTA Required Contract Clause Certification and FTA Contract Clauses
  - b) Exhibit "B": Scope of Work
  - c) Exhibit "C": 2019 Request for Proposals
  - d) Exhibit "D": Contractor's Proposal
  - e) Exhibit "E": Insurance Requirements
  - f) Exhibit "F": Cost Proposal

g) Exhibit "G": Terms for Compliance with California Labor Law

Notwithstanding the foregoing, any language in Exhibit "B" and Exhibit "C" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement. In the event of a conflict among the provisions of the foregoing documents, the provisions of this Agreement shall govern, then, in alphabetical order, the provisions of Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "F", and Exhibit "G". Exhibit "E" shall stand alone.

2. **Scope of Services.** Contractor is to perform all the services set forth in Exhibit "B", Scope of Work, as amended by any Addenda.
3. **Term of Agreement.** The term of this Agreement shall commence on July 1, 2020 and terminate on June 30, 2023 ("Base Term"), unless otherwise terminated herein.

The term of this Agreement may be extended at the sole discretion of the City for one (1) additional two-year period, commencing on July 1, 2023 ("Option Period"), by a written amendment executed by both parties, and approved by City Council. Thereafter, this Agreement may proceed month to month by a mutual written amendment executed by both parties and approved by City Council. However, in no event shall this Agreement continue beyond September 30, 2025.

4. **Commencement of Performance.** Contractor's services shall commence operation of the Beach Cities Transit service on July 1, 2020.
5. **Contract Administration.** Pursuant to the terms of this Agreement, the Contractor is responsible for project management of the Transit Services according to specified operating procedures. The City may establish additional rules which are reasonable for operation of this service after consultation with the Contractor.
  - a) **City's Lead Representative.** Unless otherwise designated in writing, the Transit Manager or designee shall serve as the City's representative for the administration of the project. All activities performed by the Contractor shall be coordinated with this person.
  - b) **The Contractor's Manager in Charge.** Contractor's Project Manager shall be in charge of the project for the Contractor on all matters relating to this Agreement and any agreement or approval made shall be binding on the Contractor.
6. **Service Levels to be Operated.** During the Base Term and Option Period, Contractor shall operate the annual levels of service specified in Section 3.6 of the Exhibit "B", unless adjusted by the City as specified herein.
7. **Compensation and Method of Payment.** For performance of such services City shall pay Contractor a not to exceed amount of \$\_\_\_\_\_, for the Base Term (three years) which shall constitute full and complete compensation for the Contractor's services under this

Agreement based on the rates set forth in Exhibit "F". In no event shall Contractor's compensation exceed \$\_\_\_\_\_ for services performed during the Base Term.

Said sum shall be paid for full performance of those services described in this Agreement and may be decreased for unsatisfactory performance of those services described herein.

Said compensation shall be paid by the City out of the City's Proposition "A" Local Return funds, Formula Allocation Funds, and other transit funding which may include federal and state funding.

- a) Monthly Invoice. Contractor shall submit for the preceding month the Monthly Invoice on a form approved by the City listing the monthly fixed route and dial-a-ride Vehicle Revenue Hours provided and other related expenses. Contractor shall submit the Monthly Invoice, with the Monthly Operating Report on or before the 10th day of each month. City agrees to pay Contractor within 30 days of receipt of Contractor's invoice, unless City, in good faith, disputes any item in the invoice. In such event, City shall pay the amount not in dispute, and shall enter into good faith negotiations to resolve the disputed matter. In the event Contractor and City cannot resolve the dispute within 30 days, City in its sole discretion, shall decide the amount to be paid to Contractor.
- b) Fee Structure. City agrees to pay Contractor based on a Fixed Fee and Fixed Hour Rate Fee Structure as follows.
  - i. Fixed Fee. Contractor shall be paid a Fixed Fee for each Contract Period, payable in monthly installments, to cover the costs of performing those services set forth in Exhibit "B" and Exhibit "F".
  - ii. Fixed Hourly Rate. On a monthly basis, Contractor shall be paid a Fixed Hourly Rate for each documented Vehicle Revenue Hour as defined in Exhibit "B", operated during that month, within the authorized service levels specified in this agreement.
  - iii. Therefore, the City shall pay the following amounts:
    - (1) Base Term (36 months):
      - (a) Fixed Fee: During each month of the Base Term, the following monthly fee shall be payable to Contractor:  
Year One: \$\_\_\_\_\_  
Year Two: \$\_\_\_\_\_  
Year Three: \$\_\_\_\_\_
      - (b) Fixed Hourly Rate: During each year of **the Base Term**, the following Fixed Hourly Rate shall be payable to Contractor for each documented Vehicle Revenue Hour of service operated in Fixed Route and Dial-A-Ride service:  
Year One: \$\_\_\_\_\_

Year Two: \$ \_\_\_\_\_  
Year Three: \$ \_\_\_\_\_

(2) Compensation in Option Period. In the event that the one, (1) two-year option period is exercised by the City, Contractor's compensation will be negotiated between the parties, but in no event shall that compensation increase by more than the annual increase in the Consumer Price Index for the State of California (Los Angeles-Riverside-Orange County statistical area) for the most recently reported calendar year.

8. Out-of-Contract Rate. Out-of-contract services will be provided by Contractor upon request by the City Transit Manager or designee, as described herein, and shall not be in violation of Federal Transit Administration, (FTA) Charter Regulations:

- a) When out-of-contract services fall within normal service hours and City directs that normal operating personnel should be used to provide the out-of-contract services, such services shall be provided at the Vehicle Revenue Hour rate for that period during the Base Term or any Option Period, if exercised.
- b) Out-of-contract services falling outside normal operating hours (as defined in Exhibit "B") or otherwise not provided in Exhibit "B" or Exhibit "C", if requested by the City, shall be provided by the Contractor at a market rate not to exceed 120% of the regular Vehicle Revenue Hour Rate. Contractor shall bill City for any such extra services separately from Contractor's regular monthly invoice under this Agreement.
- c) The amount paid by the City for extra services pursuant to this Section 8 shall not be subject to the not to exceed compensation set forth in Section 7. However, in no event shall the amounts paid under subsections (a) and (b) in the aggregate exceed \$25,000.

9. Changes in Level of Service. City may adjust the level of service at its discretion. Contractor shall not make operational modifications that affect the level of service, including but not limited to, hours or operation, schedules, and routes without the prior written approval of the City. City shall give Contractor sixty (60) days written notice of modifications that the City determines are major and may provide Contractor with less notice if the City determines modifications are minor. If the City makes modifications which increase or decrease the level of service more than twenty five percent (25%) of the Vehicle Revenue Hours set forth in Exhibit "B", City and Contractor may negotiate a change in the hourly rate, and subsequently execute a written amendment modifying said hourly rate.

10. Fare Revenues and Fare Box Control. All fare revenues collected by Contractor shall be the property of the City. Contractor shall collect all fares in a locked fare box approved by the City. Contractor shall empty all fares and transfer slips from the fare box daily, and reconcile and report in writing to the City the next business day, and in the monthly operating report. Contractor shall reconcile the amount of the collected fares and transfer

slips to correspond with the reported number of passengers carried. Contractor shall prepare the fare deposit for the City contracted armored security company pick up of the total amount of fares collected.

11. **Force Majeure.** Contractor shall not be in breach of this Agreement in the event of delays, failure to perform, or excess costs caused by the following: acts of nature (including fire, epidemics, earthquake, flood or other natural disaster), acts of the government (riots, war, or civil disorder), labor strikes, or unavailability of fuel.
12. **Liability Insurance/Indemnification Requirements.**

- a) **Insurance.** Contractor shall comply with the requirements set forth in Exhibit "E". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

Notwithstanding the foregoing, California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

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

- b) **Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend (at Contractor's expense with counsel acceptable to the City), the City and the cities of Hermosa Beach, Manhattan Beach, and El Segundo, and all their elected and appointed officials, officers, employees, agents, independent contractors, and volunteers from and against any and all claims, demands, causes of action, compensation, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages, expenses, costs (including without limitation attorneys' fees, expert witness fees, and other related costs and expenses), judgments, fines, penalties, liens of every nature, and other amounts arising or claimed to arise, directly or indirectly, out of Contractor's (including Contractor, its subcontractors, and each of their officials, officers, employees, and agents) performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for to the extent such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

**13. Responsibilities of the Contractor**

- a) **Licenses/Fees/Taxes/Permits.** Contractor shall have the sole obligation to pay all license fees, assessments, and taxes, including but not limited to, sales tax, business licenses, vehicle licenses, property or other taxes, plus applicable penalties and interest which may be imposed upon the Contractor by any governmental entity.
- b) **Non-Discrimination and Equal Employment Opportunity.** The Contractor represents and agrees that it does not and will not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, gender, sexual orientation, or physical disability in the performance of any Agreement with the City, and shall comply with the provisions of all Federal, State, and local laws, including without limitation, the State Fair Employment Practices Act, the Federal Rights Act of 1964 and all amendments thereto, and the Americans with Disabilities Act of 1990.

**14. Record Keeping and Reporting**

- a) **Record Keeping Requirements.** Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including all books, accounting records, reports, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "B" and Exhibit "C". Contractor shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files. Contractor shall provide the City with all information necessary to complete FTA National Transit Database (NTD) Reports. In the event of litigation or settlement of claims arising from the performance of this contract, Contractor agrees to maintain all documents and records, as defined in this section, until the City, the FTA, the Comptroller General, or any of their duly authorized representative, have disposed of all such litigation, appeals, claims or exceptions related thereto. Contractor acknowledges and agrees that any records maintained pursuant to this Agreement may be subject to the California Public Records Act and agrees to indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any documents and records.
- b) **Report Requirements.** All reporting documents shall be produced accurately and in a timely manner as indicated herein on a monthly basis as required by the City, or at such other frequency established by the City. These reports shall be submitted in a form compatible with existing City record keeping. Contractor shall submit additional written reports as requested by the City for specific purposes.
- c) **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to

performance of this contract as reasonably may be required.

d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

15. Audits. All invoices, monthly reports, supporting documents, and other financial records relevant to this Agreement shall be subject to inspection and audit by representatives of the City, United States Department of Transportation, State Controller's Office, Controller General of the United States, and Metro. Operational Records/Data and Vehicle Maintenance Records collected by the Contractor shall be provided to the City at the end of the contract period, including but not limited to, electronic versions of customer data.

16. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any termination by City, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not. In the event the City receives federal funding during the term of this Agreement for the services described herein, the termination provisions in Exhibit "A" shall supersede this section.

17. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement for default by giving written notice, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement. Contractor may terminate this Agreement upon default by the City which is not cured within 30 days following written notice to the City stating the basis of such default.

a) Suspension/Termination of the Agreement for Cause. The following shall constitute a material breach of the Agreement by Contractor and serve as the basis for termination by the City:

i. Bankruptcy of the Contractor, being placed in receivership, or assignment by it for the benefit of creditors;

- ii. Failure or refusal of the Contractor (after written warning by the City) to perform service and meet the City's goals and objectives, in a satisfactory manner, including a satisfactory level of vehicle maintenance;
- iii. Failure or refusal of the Contractor to comply with City's instructions or with applicable local, state or federal codes and laws;
- iv. Failure of the Contractor to receive a "pass" rating from the California Highway Patrol Carrier Motor Safety inspector; Contractor shall notify the City within 24 hours if it has received a "fail" rating on any system vehicle. Contractor must provide evidence that its maintenance facilities and/or vehicles have been re-inspected and have received a "conditional" rating within one hundred eighty (180) days. Failure to notify the City, take action to correct the problem, or present the vehicle for re-inspection may result in suspension/termination of the contract;
- v. Failure by the Contractor to perform any of its obligations shall not constitute a breach of contract, if such failure is caused by an act described in Section 11 of this Agreement;
- vi. Failure or refusal by Contractor to abide by the Reporting Requirements as described herein;
- vii. Failure to maintain the insurance coverage as described in this Agreement.
- viii. Failure to Meet Specifications. City reserves the right to withhold payment to Contractor, suspend the contract, provide substitute services with all charges in excess of contract rates to be paid by the Contractor, in the event Contractor fails to meet any of the specifications in regards to vehicle maintenance, or service quality as described in this Agreement, until such time as the City determines that Contractor has satisfactorily corrected any deficiencies. Such suspension shall be considered for cause, and the Contractor may not claim any damages against the City for any action or suspension.

b) Opportunity to Cure. If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

18. Non-Assignability. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide

to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. **Independent Contractor.** Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
20. **Brokers.** Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
21. **Professional Ability.** Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
22. **Business License.** Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
23. **Conflict of Interest.** Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or

arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

24. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.

- a) Contractor further acknowledges that in the event, this is a federally assisted construction contract, federal labor standards provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts, will be enforced. Contractor understands that in the event of a conflict between the Federal General Wage Decision as established by the United States Department of Labor (available at [www.access.gpo.gov/davisbacon/ca.html](http://www.access.gpo.gov/davisbacon/ca.html)) and the State General Prevailing Wage Determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>), the higher of the two will prevail.
- b) Prevailing Wages. City and Contractor acknowledge that in the event this project is a public work to which prevailing wages apply, Contractor shall comply with the Terms for Compliance with California Labor Law Requirements set forth in Exhibit "G", which is attached hereto and incorporated by reference.
- c) Intelligent Transportation Systems – National Architecture. For all ITS property and service the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and 23 CFR Parts 655 and 940.

25. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

26. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

27. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

28. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

29. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

30. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach, and such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

31. Notices. Written notices to each party shall be given by registered or certified mail, postage prepaid and addressed to or personally served on:

Notices, reports and statements to the City shall be delivered to: City  
of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277  
Attn: Transit Manager

Notices, reports and statements to the Contractor shall be delivered to:  
Contractor's Name  
Contractor Address  
Attn: \_\_\_\_\_

32. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.

33. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

34. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

35. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

36. Inspection. If the services set forth in Exhibit "B" and Exhibit "C" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.

37. Services. The project or services set forth herein shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth herein are itemized by price, the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth herein, in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.

38. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, a written amendment providing for more compensation shall be executed by Contractor and the City, and approved by the City Council. City shall provide extra compensation to Contractor on a fair and equitable basis.

In the event City determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Manager as long as a written appeal is submitted to the City Manager within five (5) days after the staff's determination is received by Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

39. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.

40. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.

41. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

42. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties and approved by the City Council.

43. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.

44. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

45. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the compensation set forth in Section 7.

46. Federal Funding. In the event the City receives federal funding for this Agreement, Contractor shall comply with all applicable FTA regulations, policies, procedures, and directives, as more specifically set forth in Exhibit "A". Failure to do so will constitute a material breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF REDONDO BEACH \_\_\_\_\_

\_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

**DRAFT**

## EXHIBIT "A"

### FTA REQUIRED CONTRACT CLAUSE CERTIFICATION

[Clause language is based on FTA Report No. 0105, FTA Best Practices Procurement and Lessons Learned Manual, October 2016.]

<input type="checkbox"/>	1.	Incorporation of Federal Transit Administration (FTA) Terms
<input type="checkbox"/>	2.	Federal Changes
<input type="checkbox"/>	3.	No Federal Government Obligation to Third Parties
<input type="checkbox"/>	4.	Fly America
<input type="checkbox"/>	5.	Clean Air Act and Federal Water Pollution Control Act
<input type="checkbox"/>	6.	Recycled Products
<input type="checkbox"/>	7.	Energy Conservation
<input type="checkbox"/>	8.	Government-Wide Debarment and Suspension
<input type="checkbox"/>	9.	Program Fraud and False or Fraudulent Statements and Related Acts
<input type="checkbox"/>	10.	Lobbying Restrictions
<input type="checkbox"/>	11.	Civil Rights Laws and Equal Opportunity
<input type="checkbox"/>	12.	Disadvantaged Business Enterprises (DBE)
<input type="checkbox"/>	13.	Prompt Payment
<input type="checkbox"/>	14.	Substance Abuse
<input type="checkbox"/>	15.	Public Transportation Employee Protective Arrangements
<input type="checkbox"/>	16.	Charter Service
<input type="checkbox"/>	17.	School Bus Operations
<input type="checkbox"/>	18.	Safe Operation of Motor Vehicles
<input type="checkbox"/>	19.	Employee Protections

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

# FEDERAL CONTRACT CLAUSES

[Clause language is based on FTA Report No. 0105, FTA Best Practices Procurement and Lessons Learned Manual, October 2016.]

## 1) INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests by the City which would cause the City to be in violation of the FTA terms and conditions.

## 2) FEDERAL CHANGES

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

## 3) NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from this underlying Agreement. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## 4) FLY AMERICA

a) *Definitions.* As used in this clause:

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air

Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- c) If available, the Contractor, in performing work under this Agreement, shall use U.S.- flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

#### **Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

- e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this Agreement that may involve international air transportation.

#### **5) CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees:

- a) It will not use any violating facilities;
- b) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- c) It will report violations of use of prohibited facilities to FTA; and
- d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

#### **6) RECYCLED PRODUCTS**

Recovered Materials - The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

**7) ENERGY CONSERVATION**

Energy Conservation - Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**8) GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.

These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- (a) Debarred from participation in any federally assisted Award;
- (b) Suspended from participation in any federally assisted Award;
- (c) Proposed for debarment from participation in any federally assisted Award;
- (d) Declared ineligible to participate in any federally assisted Award;
- (e) Voluntarily excluded from participation in any federally assisted Award; or
- (f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any agreement that may arise from this offer. The Contractor or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**9) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49

U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **10) LOBBYING RESTRICTIONS**

The Contractor certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub- grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **11) CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY**

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## **12) DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall

carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the Contractor shall utilize the specific DBEs listed unless the Contractor obtains the City's written consent; and that, unless the City's consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

**1. Overview.** It is the policy of the City and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the City to:

- a. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- b. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- d. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- e. Help remove barriers to the participation of DBEs in DOT assisted contracts;
- f. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- g. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Agreement is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Agreement. The City shall make all determinations with regard to whether or not a Contractor is in compliance with the requirements stated herein. In assessing compliance, the City consider during its review of the Contractor's submission package, the Contractor's documented history of non-compliance with DBE requirements on previous contracts with the City.

**2. Contract Assurance.** The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of

this Agreement. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate.

**3. DBE Participation**. For the purpose of this Agreement, the City will accept only DBE's who are:

- a. Certified, at the time of bid opening or proposal evaluation, by the Los Angeles Metropolitan Transportation Authority, City of Los Angeles, or the California Unified Certification Program (CUCP); or
- b. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
- c. Certified by another agency approved by the City.

**4. DBE Participation Goal**

The City of Redondo Beach DBE participation Overall Goal is 21% and the contract goal is 0%. This goal represents those elements of work for FTA-assisted contracting opportunities by the City performed by qualified Disadvantaged Business Enterprises.

Although the City has not established a contract-specific Disadvantaged Business Enterprise (DBE) goal for this FTA federally funded project, bidders are encouraged to take all reasonable steps to obtain DBE participation and ensure that DBEs can fairly compete for and perform on the City's federally funded contracts and subcontracts as set forth in Part 26, Title 49 CFR.

**5. Proposed Submission**

Each Contractor, as part of its submission, shall supply the following information:

- a. A completed **DBE Utilization Form as provided in Exhibit "A"** that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Agreement.
- b. A list of those qualified DBE's with whom the Contractor intends to contract for the performance of portions of the work under this Agreement, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule**. No work shall be included in the Schedule that the Contractor has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Contractor may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the City.
- c. An original **DBE Letter of Intent** from each DBE listed in the **DBE Participation Schedule as provided in Exhibit "A"**.
- d. An original **DBE Affidavit** from each DBE stating that there has not been any

change in its status since the date of its last certification.

## **6. Good Faith Efforts**

If the Contractor is unable to meet the goal set forth in the DBE Participation Goal, the City will consider the Contractor's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the City will consider as part of the Contractor's good faith efforts include, but are not limited to, the following: Documented communication with the City's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);

- a. Pre-bid meeting attendance. At the pre-bid meeting, the City generally informs potential contractors of DBE subcontracting opportunities;
- b. The Contractor's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- c. Written notification to DBE's encouraging participation in the proposed Agreement; and
- d. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Contractor shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Agreement:

- a. The names, addresses, and telephone numbers of DBE's that were contacted;
- b. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- c. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the City.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the Agreement. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Contractor has made good faith efforts, the City may take into account the performance of other Contractors in meeting the Contract goals. For example, if the apparent successful Contractor failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Contractors, the City may view this as evidence of the Contractor having made good faith efforts.

## **7. Administrative Reconsideration**

Within five (5) business days of being informed by the City that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Contractor may request administrative reconsideration. The Contractor should make this request in

writing to the City. The City will forward the Contractor's request to a reconsideration official who will not have played any role in the original determination that the Contractor did not document sufficient good faith efforts.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Contractor will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The City will send the Contractor a written decision on its reconsideration, explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

**8. Termination of DBE Subcontractor**

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** without the City's prior written consent. The City may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the City in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with subsection 10 below (Sanctions for Violations).

**9. Continued Compliance**

The City shall monitor the Contractor's DBE compliance during the life of this Agreement. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the City that** summarize the total DBE value for this Agreement. These reports shall provide the following details:

- a. DBE utilization established for the Agreement;
- b. Total value of expenditures with DBE firms for the quarter;
- c. The value of expenditures with each DBE firm for the quarter by race and gender;
- d. Total value of expenditures with DBE firms from inception of this Agreement; and
- e. The value of expenditures with each DBE firm from the inception of the Agreement by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the City. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Contractor shall permit:

- a. The City to have access to necessary records to examine information as the City deems appropriate for the purpose of investigating and determining compliance with

this provision, including, but not limited to, records of expenditures, invoices, and contract between the Contractor and other DBE parties entered into during the life of this Agreement.

- b. The authorized representative(s) of the City, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Agreement.
- c. All data/record(s) pertaining to DBE shall be maintained as provided in Section 14 of this Agreement.

## **10. Sanctions for Violations**

If at any time the City has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the City may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- a. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- b. Termination or cancellation of this Agreement, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

## **13) PROMPT PAYMENT**

### **1. Prompt Payment to Subcontractors**

- a. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than thirty (30) business days after the Contractor has received payment from the City.
- b. In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than thirty (30) business days after the Subcontractor has, in the opinion of the Transit Manager, satisfactorily completed its portion of the Work.
- c. A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the Transit Manager.
- d. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- e. The City will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the City of lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. Contractor must submit a prompt payment affidavit, (form as provided in this Exhibit "A") which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with the City, except for the first payment request, on every contract with the City.
- f. Failure to comply with these prompt payment requirements is a breach of this Agreement, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

### **2. Reporting Requirements During the Term of the Contract**

- a. The Contractor shall, within thirty (30) business days of contract award, or prior to any work being performed, execute formal subcontracts or purchase orders with the DBE firms included in the bid. These written agreements shall be made available to the City. All contracts between the Contractor and its subcontractors must contain a prompt payment clause as set forth in Section 14 herein.
- b. During the term of annual contracts, the Contractor shall submit regular "Status Reports of DBE Subcontract Payments" in a form acceptable to the City. The frequency with which these reports are to be submitted will be determined by the City but in no event will reports be required less frequently than quarterly. In the absence of written notice from the City the Contractor's first "Status Report of DBE Subcontract Payments" will be due ninety (90) days after the date of contract award, with additional reports due quarterly thereafter.
- c. In the case of a one-time procurement with either a single or multiple deliveries, a "Status Report of DBE Subcontract Payments," in a form acceptable to the City, indicating final DBE payments shall be submitted directly to the City. The information must be submitted prior to or at the same time as the Contractor's final invoice to the City department identified in the solicitation. (NOTICE: The original invoices must be submitted directly to the City's department identified in the contract documents and the Status Report of DBE Subcontract Payments must be submitted directly to the Transit Manager. **Failure to follow these directions may delay final payment.**
- d. The address for the City:

City of Redondo Beach  
 Community Services Department, Transit Division  
 415 Diamond Street  
 Redondo Beach, CA 90277  
 Attention: Joyce Rooney, Transit Manager

#### **14) SUBSTANCE ABUSE TESTING**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or City, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before January 31<sup>st</sup> for the previous calendar year and to submit the Management Information System (MIS) reports to the Transit Manager by January 31<sup>st</sup>. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

#### **15) PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS**

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. **U.S. DOL Certification.** Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification

issued by U.S. DOL is a condition of this Agreement.

2. **Special Warranty**. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Agreement.
3. **Special Arrangements**. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

## **16) CHARTER SERVICE**

Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- a) Federal transit laws, specifically 49 U.S.C. § 5323(d);
- b) FTA regulations, "Charter Service," 49 C.F.R. part 604;
- c) Any other federal Charter Service regulations; or
- d) Federal guidance, except as FTA determines otherwise in writing.

Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- a) Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA
- b) Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
- c) Any other appropriate remedy that may apply.

Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

## **17) SCHOOL BUS OPERATIONS**

Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

- 1) Bar the Contractor from receiving Federal assistance for public transportation; or
- 2) Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this Agreement that may operate public transportation services.

## **18) SAFE OPERATION OF MOTOR VEHICLES**

### **1. Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City.

### **2. Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

## **19) EMPLOYEE PROTECTIONS**

### **1. Contract Work Hours and Safety Standards**

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which

such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

#### **1. Contract Work Hours and Safety Standards for Awards Not Involving Construction**

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of four (4) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

## **Lobbying Restrictions**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date

## DBE UTILIZATION FORM

The undersigned Contractor has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

The Contractor is committed to a minimum of       % DBE utilization on this contract.

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

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

## DBE PARTICIPATION SCHEDULE

The Contractor shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Contractor shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

**DBE IDENTIFICATION AND INFORMATION FORM**

## PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. \_\_\_\_\_

I, \_\_\_\_\_ (Name), the \_\_\_\_\_  
(Title - e.g., President, Vice President, etc.) of \_\_\_\_\_ ("Company"), do state the following with regard to payments made under Contract No. \_\_\_\_\_ ("Contract"):

1. \_\_\_\_\_ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. \_\_\_\_\_, were paid no later than thirty (30) business days after Contractor received payment from City.
2. \_\_\_\_\_ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the City. In addition, Contractor has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City may cause the Payment Request to be rejected by City.)
3. \_\_\_\_\_ All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than thirty (30) business days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. \_\_\_\_\_ There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City.
5. \_\_\_\_\_ The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the City. In addition, the Contractor is required to return any retainage payments to those subcontractors after the subcontractor's work related to this contract is satisfactorily completed and within 30 days of Contractor's receipt of the partial retainage payment related to the subcontractor's work. Attach a copy of the written approval from the City.

---

Company Name

---

Signature

---

Print Name

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**EXHIBIT "B"**

**SCOPE OF WORK**

**DRAFT**

EXHIBIT "C"  
2019 REQUEST FOR PROPOSALS

DRAFT

EXHIBIT "D"  
CONTRACTOR'S PROPOSAL

DRAFT

**EXHIBIT "E"**  
**INSURANCE REQUIREMENTS**

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

**Minimum Scope of Insurance**

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California. Employer's Liability Insurance.

**Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

General Liability: \$10,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this program or be twice the occurrence limit.

Automobile Liability: \$10,000,000 per occurrence.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

## Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

### Additional Insured Endorsement:

**General Liability:** The Cities of Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo, their officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

**Automobile Liability:** The Cities of Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo, their officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects to the Cities of Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the Cities of Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

### Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements are to be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

### Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT "F"  
COST PROPOSAL

DRAFT

## EXHIBIT "G"

### TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Terms for Compliance with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

5. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-

five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

9. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

10. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

## **SECTION 6 REQUIRED FORMS**

The following forms must be completed, properly executed, and included in each Proposal in order for that Proposal to be valid. Missing, incomplete or unexecuted forms may render a Proposal noncompliant and cause that Proposal to be rejected for cause.

The forms appearing here will also be provided in Microsoft Word or Excel on the City's website to expedite proposal preparation.

- A.     Proposal Questionnaire
- B.     Proposal Checklist
- C.     Addenda Acknowledgement
- D.     References
- E.     Proposed DBE Participation
- F.     Non-Collusion Affidavit for Contractor
- G.     Certification of Primary Participant Regarding Debarment, Suspension, And Other Responsibility Matters
- H.     Certification of Restrictions on Lobbying
- I.     Comptroller General's List of Ineligible Contractors
- J.     Prompt Payment Affidavit \*\*
- K.     DBE Participation Schedule \*\*
- L.     DBE Utilization Form \*\*

Exhibit A     FTA Contract Clause Certification \*\*

Exhibit C     Cost Proposal (In Section 3, Compensation)

\*\*in Section 5, Transit Service Agreement

**FORM A**

**CITY OF REDONDO BEACH  
COMMUNITY SERVICES DEPARTMENT**

**PROPOSAL TO PROVIDE OPERATION AND MAINTENANCE OF  
BEACH CITIES TRANSIT FIXED ROUTE AND DIAL-A-RIDE SERVICES**

**PROPOSAL QUESTIONNAIRE**

1. Name of Organization: \_\_\_\_\_  
\_\_\_\_\_
2. Organization is a: (circle one)  
Corporation / Partnership / Association or Sole Proprietorship
3. Organization is a Disadvantaged Business Enterprise (DBE) (Complete and submit the Proposed Disadvantaged Business Enterprise (DBE) Participation form, if applicable):  
Yes \_\_\_\_\_ No \_\_\_\_\_
4. Organization's Principal Address and Telephone Number:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Organization's Authorized Representative:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

## **Proposal Questionnaire – Page 2**

6. How many years has your business been established? \_\_\_\_\_

How many years has your business been under your present name? \_\_\_\_\_

How many years under former names? (List each name and number of years)

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7. How many years has your business been providing passenger transportation services? \_\_\_\_\_

8. What other types of services does your business provide? \_\_\_\_\_

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9. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, name parent company, its principals and their addresses):

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10. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past five years?

Yes \_\_\_\_\_ or No \_\_\_\_\_

If Yes, list the date, client, and reason for termination below:

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11. Is Proposer aware of any real, potential, or perceived conflict of interest which would or could result should a contract be awarded to their firm? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If Yes, please explain: \_\_\_\_\_

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### **Proposal Questionnaire – Page 3**

12. Organization's Credit References: (name, address, telephone number & contact person) Provide at least three.

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

13. City of Redondo Beach Business License Number: \_\_\_\_\_  
[If not current license holder, Business License will be required before initiation of services.]

14. Provide an organization chart for your overall organization and as proposed for this project. For this project, indicate position titles and full-time equivalent personnel proposed in each position. "Full time equivalent" is 2,000 annual labor hours.

Organization chart attached?

Yes \_\_\_\_\_ or No \_\_\_\_\_

The undersigned, being cognizant of the pages, documents, and attachments contained herein, agrees to provide the City of Redondo Beach with the services described in the Request for Proposals. All cost proposals are certified to be firm for a period of 120 days from the deadline for proposal submission, December 18, 2019.

Respectfully submitted,

---

Name of Company

---

Address

City

State

Zip Code

---

By (Signature)

---

Printed Name

Title

---

Telephone Number

Date

---

## **FORM B PROPOSAL CHECKLIST**

**Proposer's Name:** \_\_\_\_\_

Proposals shall be submitted in a three-ring binder, one original, so marked, and seven (7) copies, marked "Copy," and one electronic copy on flash drive. The total proposal packet must be sealed and clearly marked on the outside:

**City of Redondo Beach  
Beach Cities Transit Proposal #1920-005**

Proposers are requested to submit this Checklist and the following information, providing the content generally in the sequence shown below. If documentation provided is incomplete, the Proposer may be considered non-responsive and ineligible for award of a Contract.

**COVER LETTER**, including company name, address, contact name, phone and fax numbers and email address for authorized company representative.

**Form A Proposal Questionnaire**

**Form B Proposal Checklist**

**Exhibit C Cost Proposal [4 pages]**

**Required Forms and Certifications**

- a. Form C Addenda Acknowledgement
- b. Form D References
- c. Form E Proposed DBE Participation
- d. Form F Non-Collusion Affidavit for Contractor
- e. Form G Certification of Primary Participant Regarding Debarment, Suspension, And Other Responsibility Matters
- f. Form H Certification of Restrictions on Lobbying
- g. Form I Comptroller General's List of Ineligible Contractors
- h. Form J Prompt Payment Affidavit
- i. Form K DBE Participation Schedule
- j. Form L DBE Utilization Form
- k. Exhibit A FTA Contract Clause Certification

6. **Financial Statements/Reviews** for the last two available years. If statements are to be treated as Confidential, provide in a separate envelope.

7. **Proposal Narrative addressing, at a minimum, the following areas:**

- Proposer's Experience Related to Beach Cities Transit;
- Organizational description;
- Staffing Plan, including salary and benefits, resumes;
- Accounting and Reporting systems;
- Insurance;
- Operations;
- Vehicle Maintenance and Servicing;
- Safety Program;
- Screening and Selection Program;
- Training Program; and
- Transition Plan/Time Schedule.

**FORM C**  
**BEACH CITIES TRANSIT RFP #1920-005**  
**ADDENDA ACKNOWLEDGEMENT**

CONTRACTOR NAME: \_\_\_\_\_

CONTRACTOR hereby acknowledges that it has received and read the following Addenda:

Addendum # \_\_\_\_\_ Signature \_\_\_\_\_

**FORM D  
REFERENCES**

Proposer's Name \_\_\_\_\_

Please list a minimum of at least four references of similar size and type of transit services, including governmental agencies, if available.

**Reference 1**

AGENCY/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

LENGTH OF CONTRACT: \_\_\_\_\_ YEARS

NUMBER OF VEHICLES OPERATED: \_\_\_\_\_

DESCRIPTION OF SERVICES PROVIDED:  
\_\_\_\_\_  
\_\_\_\_\_

**Reference 2**

AGENCY/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

LENGTH OF CONTRACT: \_\_\_\_\_ YEARS

NUMBER OF VEHICLES OPERATED: \_\_\_\_\_

DESCRIPTION OF SERVICES PROVIDED:  
\_\_\_\_\_  
\_\_\_\_\_

### **Reference 3**

AGENCY/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

LENGTH OF CONTRACT: \_\_\_\_\_ YEARS

NUMBER OF VEHICLES OPERATED: \_\_\_\_\_

DESCRIPTION OF SERVICES PROVIDED:

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### **Reference 4**

AGENCY/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

LENGTH OF CONTRACT: \_\_\_\_\_ YEARS

NUMBER OF VEHICLES OPERATED: \_\_\_\_\_

DESCRIPTION OF SERVICES PROVIDED:

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**FORM E**  
**PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**  
**(OPTIONAL)**

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The bidder is or intends to utilize the following DBE contractors on this project.  
Signature of participating DBE is confirmation of willingness to participate on this  
project.

Company \_\_\_\_\_

Address \_\_\_\_\_

City, ST, ZIP \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Email \_\_\_\_\_

DBE Certifying

Agency \_\_\_\_\_

Type of work to be  
performed \_\_\_\_\_

Annual Dollar value  
of participation \_\_\_\_\_

Signature of  
participating DBE \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City, ST, ZIP \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Email \_\_\_\_\_

DBE Certifying

Agency \_\_\_\_\_

Type of work to be  
performed \_\_\_\_\_

Dollar value of  
participation \_\_\_\_\_

Signature of  
participating DBE \_\_\_\_\_

**FORM F**  
**NON-COLLUSION AFFIDAVIT FOR CONTRACTOR**

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

\_\_\_\_ declares and says:

1. That he/she is the (owner, partner, representative, or agent) of \_\_\_\_\_, hereinafter referred to as (CONTRACTOR) or (subcontractor).
2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the City of Redondo Beach, State of California.
3. That his/her proposal is genuine, and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONTRACTOR, firm, or person to submit a collusive or sham proposal in connection with such contract, or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other CONTRACTOR, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against City, or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the CONTRACTOR, or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019, at \_\_\_\_\_, California.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**FORM G**  
**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant \_\_\_\_\_ (Name of CONTRACTOR)  
certified to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not, within a three year period preceding this proposal, been convicted, or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for default.

If the primary participant is unable to certify to any of the Statements in this certification, the participant shall attach an explanation to this certification.

**THE PRIMARY PARTICIPANT, \_\_\_\_\_ (Name of  
CONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY  
OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS  
CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC  
SECTIONS 3801 ET SEQUA ARE APPLICABLE THERETO.**

Signature of Authorized Official \_\_\_\_\_  
Title \_\_\_\_\_

The undersigned chief legal counsel (or corporate secretary) for the \_\_\_\_\_ hereby certifies that the \_\_\_\_\_ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Secretary \_\_\_\_\_ Date \_\_\_\_\_

**FORM H**  
**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify on behalf of  
\_\_\_\_\_, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing, or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, loans, and cooperative agreements) which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made, or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, of 20\_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Title of Authorized Official \_\_\_\_\_

**FORM I**  
**COMPTROLLER GENERAL'S LIST OF INELIGIBLE CONTRACTORS**  
**(REQUIRED)**

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*Submit this form with the BID, failure to do so is grounds for disqualification.*

The Bidder certifies that it is NOT on the U.S. Comptroller General's list of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

---

Bidder's Company Name	.....
Legal Structure (corp./partner/proprietor)	.....
Principal Office Address	.....
City, ST, Zip	.....
Phone Number	.....
Fax Number	.....
E-Mail	.....
Federal Employer Identification Number	.....
Title of Person Authorized to Sign	.....
Print Name of Person Authorized to Sign	.....
Date Signed and Authorized	Signature

## ATTACHMENTS

- 1    **BCT Fleet Inventory**
- 2    **Wage Ranges and Benefits for Existing Hourly Employees**
- 3    **BCT Operating Statistics, FY 2016 – 2019**

**ATTACHMENT 1**  
**BCT Vehicle Inventory List Table As of October 21, 2019**

<b>Fleet No.</b>	<b>Vehicle Description</b>	<b>Model Yr.</b>	<b>Capacity Amb/Whch</b>	<b>Fuel</b>	<b>Ending Miles as of xxx</b>	<b>In-Service Date</b>
517	CHAMPION LF E450	2018	10/2	CNG	NA	10/21/2019
518	CHAMPION LF E450	2018	10/2	CNG	NA	10/21/2019
547	CHAMPION LF E450	2018	10/2	CNG	NA	10/21/2019
548	CHAMPION LF E450	2018	10/2	CNG	NA	10/21/2019
511	ELDORADO Aerotech220	2011	13/2	CNG	133,360	8/1/2011
512	ELDORADO Aerotech220	2011	13/2	CNG	136,260	8/1/2011
513	ELDORADO Aerotech220	2011	13/2	CNG	138,785	8/1/2011
516	MV-1	2014	3+1	CNG	11,700	3/1/2018
536	ELDORADO - EZ RIDER II	2011	29	CNG	293,284	9/6/2011
537	ELDORADO - EZ RIDER II	2011	29	CNG	293,187	9/6/2011
538	ELDORADO - EZ RIDER II	2011	29	CNG	308,070	9/6/2011
539	ELDORADO - EZ RIDER II	2013	29	CNG	289,538	5/2/2013
540	ELDORADO - EZ RIDER II	2013	29	CNG	256,690	5/14/2013
541	ELDORADO - EZ RIDER II	2013	29	CNG	270,411	5/3/2013
542	ELDORADO - EZ RIDER II	2013	29	CNG	290,711	5/2/2013
543	ELDORADO - EZ RIDER II	2013	29	CNG	271,760	5/3/2013
544	ELDORADO - EZ RIDER II	2015	29	CNG	186,537	2/9/2015
545	ELDORADO - EZ RIDER II	2015	29	CNG	189,625	1/20/2015
546	ELDORADO - EZ RIDER II	2015	29	CNG	172,464	1/20/2015
550	ELDORADO - LF-40	2003	41	CNG	171,566	9/1/05

Note: 511, 512 and 513 are scheduled to be replaced in 2020

**ATTACHMENT 2**  
**WAGE RANGES AND BENEFITS FOR HOURLY EMPLOYEES –JANUARY 2020**

**Wages**

<b>Length of Service</b>	<b>Driver Wages</b>
New Hire Trainee	\$15.00
Post-Training	\$17.00
13-24 months	\$17.20
25-36 months	\$17.40
37-48 months	\$17.60
49-60 months	\$18.00
61 + months	\$18.50
Each Year Thereafter	Operators will receive a \$0.60 wage increase based upon their years of seniority on January 1 <sup>st</sup>

**Other Hourly Employees**

Supervisors: \$17.50 - \$19.00

Mechanics: \$26.50/hour with \$1.00/hour increase on anniversary

Utility/Service Worker: \$15.00 to start with \$1.00/hour increase on anniversary

Dispatch: \$17.50 - \$22.00

**Driver Premium Pay.** A Driver who conducts in Service Revenue Training shall be paid a premium of \$0.50 per hour above the Drivers current wage rate will performing Revenue Training. A Driver who works as a Behind-the Wheel (BTW) Trainer shall be paid a premium of \$0.75 per hour above the Drivers current wage rate while performing such work. The selection of the Driver for Revenue training or as a BTW Trainer shall rest solely with the company. Drivers performing Revenue Training or as a BTW must complete all evaluations and paperwork and other duties as assigned by the Company.

**Medical Insurance**

There are two Insurance Plans: 1) Transportation Concepts – Blue Shield (Employee and family); and Teamsters Union – Kaiser Permanente (Employee Only). The company contributes \$500 to the monthly employee-only cost of the medical premium, if an employee elects to participate in a company medical insurance plan.

**Dental Insurance**

Dental is available through Humana dental at a cost of \$10.15 per month (employee only).

**Vacation**

Fulltime employees earn the following vacation days based on years of service:

Years of Service	Vacation Days Earned	Accrual Cap
9 mos. – 3 yrs	5 days per year	10 days

3 years – 8 yrs	10 days per year	20 days
8 years and more	15 days per year	30 days

### **Paid Holidays**

All full-time employees who have completed 90 days of continuous service are entitled to the following paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas. All employees will also receive one additional paid Personal Holiday per year after completing one (1) year of service.

### **Bereavement Leave**

Employees shall in the event of the death of the employee's spouse, registered domestic partners, parents, step-parents, children, step-children, brother, sister, grandparents, or grandchildren be granted up to three (3) work days paid and two (2) additional unpaid days if needed. Operators may substitute paid leave for the additional two (2) days if they choose. Substantiation of relationship and funeral need may be required.

### **Sick Leave**

Full Time employees who have completed 90 days of continuous service will receive 5 days of sick leave per year. Sick Leave will not accumulate from year to year.

Sick leave cannot be used the day before or the day after an approved holiday.

Sick leave is intended to compensate employees in the event of an absence due to illness or any other use permitted by state law. Unused sick leave will not be paid out upon termination or voluntary quit from company.

### **Company Meetings**

Safety meetings and other informational meetings may be required by the Company from time to time. Employees shall attend such meetings as required by the Company. If such meetings are mandatory, the employees shall be paid for their time. The company will make every effort to schedule mandatory meetings around the employee's schedule. If the employee attends a mandatory meeting on their regular day off because there were no other meeting times available during their regular scheduled work day, the employee will be entitled to a minimum of 4 hours pay.

**ATTACHMENT 3**  
**BCT Operating Statistics, FY 2016 – 2019**

<b>BCT Statistics, FY 2016 - 2019</b>						
Revenue Service Hours	102	102 Tripper	109	Total FR	DAR	Total Hours
FY 2016	13,056	713	20,344	34,113	6,877	40,990
FY 2017	13,041	780	20,290	34,111	6,432	40,543
FY 2018	12,980	750	20,265	33,995	6,731	40,726
FY 2019	12,928	768	20,252	33,948	6,864	40,812

Revenue Miles	102 & Tripper	109	Total FR	Total Revenue Miles
FY 2016	141,411	246,906	388,317	69,851
FY 2017	141,884	246,219	388,103	60,579
FY 2018	140,995	245,884	386,879	61,662
FY 2019	141,589	247,515	389,104	61,701

Passengers	102 & Tripper	109	Total FR	DAR	Total Passengers
FY 2016	190,370	200,993	391,363	15,909	407,272
FY 2017	179,210	190,068	369,278	13,834	383,112
FY 2018	182,324	179,020	361,344	14,201	375,545
FY 2019	179,435	173,983	353,418	13,669	367,087