

EXHIBIT "A"

FTA REQUIRED CONTRACT CLAUSE CERTIFICATIONS

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

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

Signature: 

Title: Chief Operating Officer

Company Name: Transportation Concepts

Date: December 18, 2019

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:

- a. 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);
- b. Pre-bid meeting attendance. At the pre-bid meeting, the City generally informs potential contractors of DBE subcontracting opportunities;
- c. 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;
- d. Written notification to DBE's encouraging participation in the proposed Agreement; and
- e. 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 31st for the previous calendar year and to submit the Management Information System (MIS) reports to the Transit Manager by January 31st. 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.

FORM E
PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION
(OPTIONAL)

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

N/A

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 K

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

[illegible]

FORM L
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 0 % DBE utilization on this contract.

Date: December 18, 2019

Signature: 

Company Name: Transportation Concepts

Title: Chief Operating Officer

FORM F
NON-COLLUSION AFFIDAVIT FOR CONTRACTOR

STATE OF CALIFORNIA

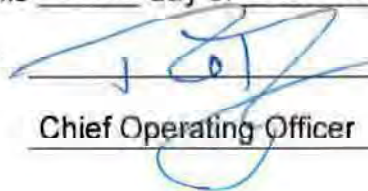
COUNTY OF LOS ANGELES

Rich Rogers declares and says:

1. That he/she is the (owner, partner, representative, or agent)
of Transportation Concepts, 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 18th day of December, 2019, at Irvine, California.

Signed: 

Title: Chief Operating Officer

FORM G
**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant Transportation Concepts (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, Transportation Concepts (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

[Signature] Title Chief Operating Officer

The undersigned chief legal counsel (or corporate secretary) for the Company hereby certifies that the Company 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

[Signature] Date 12/18/2019

FORM H
CERTIFICATION OF 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.



Signature of Contractor's Authorized Official

Rich Rogers, Chief Operating Officer

Name and Title of Contractor's Authorized Official

December 18, 2019

Date

FORM I
COMPTROLLER GENERAL'S LIST OF INELIGIBLE CONTRACTORS
(REQUIRED)

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	Parking Concepts Inc., dba Transportation Concepts
Legal Structure (corp./partner/proprietor)	Corporation
Principal Office Address	12 Mauchly, Bldg I
City, ST, Zip	Irvine, CA 92618
Phone Number	949 753-7525
Fax Number	949 753-7526
E-Mail	rogers@transportation-concepts.com
Federal Employer Identification Number	95-2909899
Title of Person Authorized to Sign	Chief Operating Officer
Print Name of Person Authorized to Sign	Rich Rogers
Date Signed and Authorized Signature	December 18, 2019 

Form J
PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request. Re: Payment Request No. _____

I, Rich Rogers (Name), the Chief Operating Officer
(Title - e.g., President, Vice President, etc.) of Transportation Concepts ("Company"),
do state the following with regard to payments made under Contract No. #1920-005
("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. X 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.

Transportation Concepts

Company Name

Signature

Rich Rogers

Print Name

Date: December 18, 2019

Subscribed and sworn to before me this day of 20

EXHIBIT "B"

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 should 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 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
Base Period 1 : 7/1/20 - 6/30/21	34,100	6,900	41,000
Base Period 2 : 7/1/21 – 6/30/22	34,100	6,900	41,000
Base Period 3: 7/1/22 – 6/30/23	34,100	6,900	41,000
Option Period Yr 1 : 7/1/23 – 6/30/24	34,100	6,900	41,000
Option Period Yr 2: 7/1/24 – 6/30/25	34,100	6,900	41,000

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 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.

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
Training Pay Rate	\$15.00	\$15.00	\$15.00	\$15.50	\$15.50
0 - 12 months	\$17.00	\$17.60	\$18.20	\$18.80	\$19.40
13 - 24 months	\$17.20				
25 - 36 months	\$17.40				
37 - 48 months	\$17.60				
49 - 60 months	\$17.80				
61 + months	\$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 to the RFP]; 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

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

Measure	Standard
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

Measure	Standard
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

Measure	Standard
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.