

**CITY OF REDONDO BEACH
COMMUNITY SERVICES DEPARTMENT**

**Request for Proposals
#2122-001**

**City of Redondo Beach
Transit Center Security Services**



**RFP Issued: June 3, 2021
Proposals Due: July 26, 2021**

**Proposals Must Be Delivered To:
City of Redondo Beach – City Clerk
415 Diamond Street, Door 1
Redondo Beach, CA 90277**

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ANNOUNCEMENT OF REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS #2122-001 FOR CITY OF REDONDO BEACH TRANSIT CENTER SECURITY SERVICES

The City of Redondo Beach (City) is soliciting proposals from qualified and experienced contractors to provide on-site transit center unarmed security services located at the Redondo Beach Transit Center. The services consist of implementing measures that protect transit customers, the community, and transportation employees, while keeping the Transit Center operational.

NOTICE IS HEREBY GIVEN that the City of Redondo Beach, California, will receive proposals for performing the following:

City of Redondo Beach – Transit Center Security Request for Proposals (RFP) #2122-001

Proposals will be received by the City Clerk of the City of Redondo Beach, 415 Diamond Street, Door 1, Redondo Beach, California, until 3:00 p.m. PDT on July 26, 2021.

A video pre-proposal conference (optional) is scheduled for 10:30 a.m. PDT, Thursday, June 17, 2021 on Microsoft Teams. Proposers should contact the City at bct@redondo.org by June 11, 2021 if they intend to attend the meeting. Responding individuals will be emailed a Microsoft Teams invitation to participate in the Pre-Proposal Meeting no later than 5:00 p.m. Tuesday, June 15, 2021.

Proposals received after specified date and time will be considered late and returned to the proposer unopened. Each proposal shall include the forms provided in the RFP, and shall be submitted complete, in accordance with the RFP instructions in a sealed package with the proposal number and the name and address of the proposer appearing on the outside of the package. Proposals submitted by telephone, fax, or electronic mail will not be accepted. The City of Redondo Beach reserves the right to reject any and all proposals received and, to the extent permitted by law, to waive any irregularities in any proposal.

The RFP may be obtained by contacting bct@redondo.org, City of Redondo Beach, Transit Division, 1922 Artesia Blvd, Redondo Beach, CA 90278, or at the City website www.beachcitystransit.org or by calling 310-318-0610 x2670.

SCHEDULE

Request for Proposals Issued	June 3, 2021 Proposal documents may be obtained: On-line: www.beachcitiestransit.org By email: bct@redondo.org
Pre-proposal Conference (Optional)	June 17, 2021, 10:30 a.m. Pacific Daylight Time Video-Conference Information on Microsoft Teams. Proposers should contact the City by June 11, 2021 at bct@redondo.org if they intend to attend the meeting to receive meeting invite.
Deadline for Submission of Questions	June 30, 2021, 3:00 p.m. Pacific Daylight Time
Final Addenda and Answers Issued	July 12, 2021
Proposals Due	July 26, 2021, 3:00 p.m. Pacific Daylight Time City of Redondo Beach – City Clerk 415 Diamond Street, Door 1 Redondo Beach, CA 90277 Attention: Joyce Rooney Transit Center Security Services Proposal #2122-001
Interview Period	Week of August 9-12, 2021
Agreement Award By City Council	September 7, 2021
Notice to Proceed	September 13, 2021
Start of Service	Upon Completion of Construction

SECTION 1 INFORMATION FOR PROPOSERS

The City of Redondo Beach (City) is soliciting proposals from qualified and experienced contractors to provide on-site transit center unarmed security services located at the Redondo Beach Transit Center.

SUBMISSION OF PROPOSAL

Proposals shall be submitted at the Redondo Beach City Hall, City Clerk's Office, 415 Diamond Street, Door 1, Redondo Beach, CA 90277, by **3:00 p.m. (Pacific Daylight Time) on July 26, 2021**. Any proposal not received prior to the time set forth in the Request for Proposal (RFP) or an addendum is subject to disqualification. Any late proposal will be returned unopened.

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

PROPOSAL FORMAT

Proposals shall be submitted in three-ring binders and must include one original, so marked, five copies, marked "Copy," and one electronic copy on a flash drive. The total proposal package must be sealed and clearly marked on the outside; type or print on the envelope "Transit Center Security Proposal #2122-001" followed by the date and time of the proposal submittal deadline, and the proposer's name and address.

Proposals shall comply with the requirements detailed in Section 2 Required Proposal Format of the RFP. Incomplete proposals will be rejected. Incorrectly ordered proposals, proposals lacking required quantity of copies, or proposals with other deficiencies may also constitute cause for rejection.

OPENING OF PROPOSALS

Proposals will be opened and evaluated by the City after the submittal deadline. Proposals will not be opened publicly and the City will endeavor to keep the proposals confidential until a preferred proposer is recommended to the City Council. No information contained in any proposal or information regarding the number or identity of Contractors will be made available at any time during the selection process.

RIGHT OF REJECTION BY CITY

The City of Redondo Beach expressly reserves the right, at its sole discretion, to reject any and all proposals or any part of any proposal, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the City may deem in its best interest. In the event of any such rejection, the City shall not be liable for any costs incurred in connection with the preparation and submittal of a proposal. The City also reserves the right to waive any informalities in conjunction with the proposals.

ACCEPTANCE OF PROPOSALS

Within one hundred-eighty (180) days after the final submittal deadline for proposals, the City will act upon them. The highest-ranking firm (as determined by the Staff Evaluation Committee) will be requested to enter into negotiations to produce an Agreement for Services. The City reserves the right to terminate negotiations, without any cost to the City, in the event it deems progress toward a contract to be insufficient. In that event, negotiations will commence with the second highest ranking firm.

ACCEPTANCE PERIOD

All proposals shall be firm offers and the proposal shall be valid for 180 days after the RFP submission deadline set forth in Section 1.

SOLE POINT OF CONTACT

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

QUESTIONS

All questions regarding the meaning or intent of the information provided in this RFP, including procedure, specifications, and contract provisions, shall be submitted to the City contact, shown below, in writing via e-mail no later than **3:00 p.m. Pacific Daylight Time, June 30, 2021**.

Any change in the RFP or its requirements will be made by the City by issuance of an addendum which will be sent to all recipients of the RFP, and such addendum shall be a part of the RFP requirements. The City will not be responsible for any oral interpretation of the RFP. Questions shall be addressed to:

CITY OF REDONDO BEACH
Community Services Department Transit Division
1922 Artesia Boulevard
Redondo Beach CA 90278
Attention: Joyce Rooney - Transit Center Security RFP #2122-001
Email: bct@redondo.org

The City will not respond to questions received after the deadline. Responses to the questions will be posted on-line at www.beachciestransit.org and emailed to proposers. Proposers should email bct@redondo.org to acknowledge their interest in receiving responses to questions and other updates. All communication regarding this RFP between the City and proposers will be documented and distributed simultaneously to all proposers. Proposers may not contact other City officials or staff regarding this RFP.

OPTIONAL PRE-PROPOSAL CONFERENCE

A video pre-proposal conference will be held Thursday, June 17, 2021 at 10:30 a.m. on Microsoft Teams. Please note that not all items or questions brought up during the conference will necessarily be released in an addendum. Proposers should contact the City via email at bct@redondo.org if they intend to attend the meeting by June 11, 2021.

Use Attachment 10, or the form below to indicate your Intent to attend the Pre-Proposal Conference. It may be copied into an email response to bct@redondo.org. Additional information and Addendum communications will be delivered to the contacts provided in the form.

Proposer Company Name:	
Proposer representative name, telephone number and email address:	
Proposer representative name, telephone number and email address:	
Proposer representative name, telephone number and email address:	
# of people who will attend the Pre-Proposal Conference:	

SELECTION PROCESS

The selection process will be governed by the following rules:

A. Adherence to Format

A proposal must adhere to the format outlined in Section 2 Required Proposal Format of this RFP in order to be evaluated by the City. Each response should be specifically addressed to the applicable section of the RFP.

B. Evaluation by Staff Committee

Evaluation of the proposals will be made by a Staff Evaluation Committee. Evaluation Criteria which the Committee will utilize, but not be limited to, is shown in Attachment 6. The City may utilize the services of appropriate experts to assist in the evaluation process.

C. Oral Interview/Demonstration

The City may, at its option, invite one or more of the highest-ranking firms to make a verbal presentation and demonstration to the Staff Evaluation Committee.

EVALUATION CRITERIA

Selection will be made on a best qualified basis. Criteria for selection will include, but not be limited to: proposal methodology/approach; qualifications and related experience; delivery of tasks; implementation/schedule; and cost/cost effectiveness. Refer to Attachment 6 for the Evaluation Criteria. Agreement award will be based on a combination of factors that represent the best overall value for completing the work scope as determined by the City.

The Evaluation Committee may also contact and evaluate a proposer's and sub-contractor's references; contact any proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

ACCEPTANCE OF TERMS AND CONDITIONS/SPECIFICATIONS

The proposal submitted will be the basis for the Agreement for Contract Services. Submission of a proposal shall constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP, including Attachments and Addenda, unless otherwise specified in the proposal. Refer to Attachment 11 Sample Agreement for terms and conditions.

PROTEST PROCEDURES

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

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

CITY policy and procedure for the administrative resolution of protests is set forth in Attachment 1, Protest Procedure Process in compliance with Federal Transit Administration FTA requirements. FTA will only review protests regarding matters that are primarily of Federal concern.

PUBLIC RECORDS ACT

Responses to this RFP become the exclusive property of the City of Redondo Beach. At such time as the originating department recommends a contractor to the City Council and said staff report appears on the City Council agenda, all unreturned proposals shall be treated as public records and shall be subject to the Public Records Act with the exception of those elements of each proposal which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a contractor desires not to be considered a public record

must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

COST OF PREPARATION OF PROPOSAL

Proposal submitters are responsible for all costs incurred in the preparation and the submittal of the proposal.

COMPENSATION

City shall compensate Contractor on a monthly basis in arrears for performance of the services provided as specified in Attachment 2 Scope of Services, of this RFP. Compensation details will be provided and detailed in the award agreement. Proposers may include a proposed modified Payment Schedule for the City's consideration.

OBTAINING DATA

It shall be the contractor's sole responsibility to obtain all data necessary to complete work in a timely manner. The City will make available any data in its possession which is relevant to the project upon the contractor's request.

PERMITS AND RESPONSIBILITIES

Prior to commencing work or performing any phase of work, the contractor shall, at its own expense, obtain a City of Redondo Beach business license. Information on the cost of the license can be obtained from the City Financial Services Department, (310) 318-0603.

INSURANCE, ENDORSEMENTS, AND CERTIFICATE

Prior to commencing work or performing any phase of work, contractor will be required, at its own expense, to provide the City with certificates of insurance. Insurance requirements are listed in Attachment 11 Sample Agreement.

NONDISCRIMINATION

The contractor, with regard to the work performed by it during the contract, will be required to agree not to discriminate on the grounds of race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry in any activity pursuant to this Agreement.

APPROVAL OF SELECTION AND AWARD OF AGREEMENT

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

The Staff Evaluation Committee will select a proposer with which the City will negotiate an agreement, (based on Attachment 11, Sample Agreement) that will be recommended to the City Council for review and approval. Award of an Agreement will be contingent upon the successful negotiation of final agreement terms. Negotiations will be confidential and not subject to disclosure to competing proposers. If agreement negotiations cannot be concluded successfully with the selected firm, the City may negotiate an agreement with other proposers or withdraw the RFP.

PERIOD OF AGREEMENT

The City seeks proposals for a three-year agreement with two (2) one-year extensions at the option of the City.

FEDERAL FUNDING

The Redondo Beach Transit Center has been funded using Federal Transit Administration (FTA), therefore the Contractor shall comply with all federal regulations, as described in Attachment 5 Federal Transit Administration (FTA) Required Clauses and Certifications, and which are herein incorporated by reference and made a part of the Agreement.

SECTION 2 REQUIRED PROPOSAL FORMAT

PROPOSAL INCLUSIONS

Proposals shall be provided in an 8-1/2" x 11" format and be submitted in three-ring binders or in bound booklets, one original, so marked, and five (5) copies, marked "Copy," and one electronic copy on a flash drive. If documentation provided is incomplete, the Proposer may be considered non-responsive and ineligible for award of contract. Proposals must include the following:

1. Cover Letter. Each proposal will include a cover letter that identifies the contractor, address, phone number, email and individual who is authorized to negotiate and respond to any questions. If the proposal is submitted on behalf of a team, identify the companies comprising of that team. The cover letter must include the original signature of an individual with the authority to negotiate on behalf of, and to contractually bind, the proposer. The cover letter should also highlight major elements of the proposer's qualifications and proposal.

The cover letter must also provide a statement that the proposal is valid for 180 days after the RFP submittal deadline.

2. Table of Contents. Immediately following the cover page, each proposer must include a Table of Contents identifying the various sections in the proposal along with the applicable page numbers. All pages in the proposal are to be numbered sequentially.
3. Technical Approach/Work Plan. Provide a detailed narrative addressing the technical approach/work plan proposed to perform the work described in Attachment 2 Scope of Service requirements, and demonstrating the understanding of and ability to meet City's needs and requirements.
 - a. Describe the approach and work plan for completing the tasks specified in the Scope of Service to ensure service quality. Provide detail including use of personnel, shift and staffing plans, and procedures for supervision, schedules, lunch and other breaks for security staff, and related staff issues.
 - b. Discuss proposed operational programs and methods, including but not limited to hiring procedures, recordkeeping methods; training and evaluation; drug testing policy and other related information particular to providing security for this site. Examples – Provide samples of reporting system, post orders, field photos, equipment and other relevant information to illustrate the company's capabilities for security services.
 - c. Explain the Implementation Plan that outlines sequentially the activities that need to be undertaken to complete the tasks and specify who in the firm would perform them if applicable. Include a project implementation timeline, with details about staffing, recruiting, equipment, expenses, and management.

- d. Describe in detail the proposed electronic security personnel monitoring system intended to use during the performance of this contract. Proposed system shall provide reports that document patrols, and confirms that security officers are performing as expected.
 - e. Submit a detailed breakdown of all the elements that make up the “Rate per Hour” for Security Services (Security officer’s hourly rate, benefits, other direct/indirect costs, overhead and profit). The total rate shall be provided in the Price Forms.
4. Proposer Qualifications. Provide a description of the overall history and qualifications of the Proposer. Proposers should describe the history of the contractor, including the size, location of offices, years in business, contract terminations, and name of owner(s). Describe contractor’s specialties and strengths and highlight any particular qualifications or experience that differentiates the Proposer from its competitors.
 5. Related Experience. Provide a description of experience of the Project Team with similar projects. Detail experience implementing the type of security program services as outlined in Attachment 2 Scope of Services. List all clients (with addresses and telephone numbers) for whom the proposer has performed similar services within the last 5 years, describe each of these services and include dates of operation.
 6. Proposed Staff Qualifications. Provide a summary of qualifications for all personnel to be involved in the contract, including any sub-contractors, and state the specific role for each. Provide the estimated annual dollar amount of participation by each contractor, whether they are certified as a Disadvantaged Business Enterprise (DBE) and by what agency. Provide a project organizational chart identifying names and titles of the management personnel and other key personnel to be assigned.

The Project Manager shall have a minimum of three (3) years transit security experience, including at least one (1) year of supervisory experience. A Security Supervisor/Administrator shall have a minimum of one (1) year supervisory experience. Identify and provide a detailed resume for the Project Manager and all Security Supervisors/Administrators, including dates of previous employment. Resumes of other key personnel and the percentage of time dedicated to this contract should also be provided.

7. Program Implementation. Proposer may include new ideas to improve the Transit Center Security Program.
8. References. Provide no less than three (3) references of publicly-funded transit clients similar in scope, over the last 5 (5) years. For each reference, provide the following:
 - Name of the agency, address, contact person and title, email address and phone number;
 - Contract amount
 - Term or period of time; and

- Brief description of the work provided.
9. Financial Statements. Provide audited financial statements or financial reviews for the past two years. Financial statements or reviews must provide a thorough summary of the financial stability and capacity of the proposing contractor and its parent company, if any. If financial statements are to be treated as confidential, provide in a separate envelope and mark as “Confidential.”
 10. Cost Proposal Itemized Form. Proposers are required to complete Attachment 4 Cost Proposal Itemized Form. Comments may be provided to explain or describe each line item. The specific fees and charges will be negotiated with terms and conditions in a contractor agreement after final selection of the contractor.
 11. Required Forms. Proposers are required to complete Attachment 4 Cost Proposal Forms, Attachment 5 Federal Transit Administration Requirement Certifications, including DBE documents, Attachment 7, Checklist Form, Attachment 8, Addenda Acknowledgement Form, and Attachment 9, Proposer Questionnaire.

SECTION 3 ATTACHMENTS

Attachment 1	Protest Procedures Process
Attachment 2.	Scope of Services
Attachment 3.	RBTC Office Facilities and Site Plan
Attachment 4.	Cost Proposal Forms
Attachment 5.	Federal Transit Administration Requirements & Certifications
Attachment 6.	Proposal Evaluation Criteria
Attachment 7.	Checklist Form
Attachment 8.	Addenda Acknowledgement Form
Attachment 9.	Proposer Questionnaire
Attachment 10	Intent to Attend Pre-Proposal Conference
Attachment 11	Sample Agreement

Attachment 1 Protest Procedure Process

Submittal Procedures

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

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

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

Protests shall be submitted in accordance with the requirements of this chapter and any directions included in the solicitation, and shall be addressed to the Department Director or designee. Unless otherwise specified in the solicitation, the written protest shall be accompanied by an electronic copy USB flash drive in PDF format. In case of a variance in the content of the written and USB flash drive submittals, the written version shall prevail.

The Project Manager, or an assigned alternate CITY manager in cases where the conduct of the Project Manager for the procurement is called into question, shall conduct the administrative processing of protests filed with CITY, and shall be responsible for the processing, documenting a protest, and recommending a decision to the Department

Director or designee. The Department Director or designee shall request legal counsel to review and advise concerning any legal issues involved in a protest.

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

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

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

Protests of the Solicitation Process

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

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

Protests will be considered and either denied or sustained, in part or in whole, by the Department Director or designee in writing. A written decision specifying the grounds for sustaining all or part of or denying the protest will be transmitted to the protestor prior to the receipt of bids or proposals in a manner that provides verification of receipt.

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

Should the protest be upheld in whole or in substantial part, the Project Manager may either (1) amend the solicitation to correct the document or process accordingly; or (2) cancel the solicitation in its entirety. If the solicitation is amended, the time for receipt of

bids or proposals shall be equitably extended to permit all participants to revise their bids or proposals to reflect the decision. If the protest is denied, the solicitation shall proceed as if the protest had not been filed, unless the protester pursues the protest with the Federal Transit Administration (FTA), or otherwise appeals the decision of the Department Director or designee, as defined below.

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

Protests of the Evaluation Process

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

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

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

Evaluation of Protests

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

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

The Department Director or designee may request additional written information from the protestor or other parties, as necessary to determine the validity of the protest. A formal

or informal hearing may be held. If a formal hearing is held, testimony shall be given under oath and a transcript or electronic recording of the proceeding shall be made; the transcript or recording shall be provided to the protestor and made part of the protest record.

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

Decision

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

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

Decisions shall be signed and issued by the Department Director or designee. The decision shall be issued to the protestor; other interested parties shall receive either a copy of the decision or a notice of decision, as appropriate. Where appropriate, transmittal may be electronic, followed by hard copy. The protest document, the decision, and all other documentation related to the decision shall be public record except as otherwise provided by the State Public Records Act or CITY's regulations and policies.

Appeals

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

Record of Protest

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

The procurement protest file shall include reasonable and adequate documentation of the protest and outcome of the protest. Protest file documentation should be proportional to the size and complexity of the protest. The protest file should, at a minimum, include the following:

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

Attachment 2 Scope of Services

Security Services for Transit Center

1.0 BACKGROUND

The City of Redondo Beach (City) is located on the coastal edge of Los Angeles County, approximately 20 miles southwest from downtown Los Angeles and seven miles south of Los Angeles International Airport (LAX). The 2020 Census reports a total population of 67,423 people in the City.

Redondo Beach is a full-service city with its own police, fire and public works departments, two public libraries, a performing arts center, 15 parks, 13 parkettes, a large recreational and commercial harbor including King Harbor, a 1,400-slip private craft port; the Redondo Beach Pier and Seaside Lagoon; and public beaches. Redondo Beach Unified School District serves the City of Redondo Beach and consists of eight elementary schools, two middle schools, one high school, one continuation school, and one adult school.

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

TRANSIT CENTER PURPOSE AND GOALS

The City is soliciting proposals from qualified and experienced contractors to provide on-site transit center unarmed security services located at the Redondo Beach Transit Center (RBTC). The services consist of implementing measures that protect transit customers, the community, and transportation employees, while keeping the RBTC operational.

The primary goal for RBTC Security is to ensure the safety of passengers, vehicles, and facilities. RBTC security personnel provide an essential first line of customer service and expected to serve as transit ambassadors representing the City.

The RBTC is located southwest of the South Bay Galleria (directly south of the Target store) at 1521 Kingsdale Avenue in Redondo Beach, CA 90278. It serves as an intermodal transit facility servicing the western portion of the South Bay region of Los Angeles County. Regional and local transit bus operators that provide service to the RBTC include: Los Angeles Metro, Beach Cities Transit (BCT), Torrance Transit, GTrans, and the Lawndale Beat.

The RBTC includes 12 bus bays, a passenger waiting area and information center, an automated ticket vending machine, real-time arrival monitors, a driver operator lounge, offices, public and private restrooms, bicycle facilities, and site public artwork. There is a parking lot with 320 parking spaces and a kiss and ride parking lot with 13 parking spaces. The entire site is approximately 6.5 acres in size. The RBTC site plan can be referenced in the Attachment 3.

The transit operators will serve the RBTC during the majority of the day, starting at 5:00 a.m. and ending at 12:15 a.m. as shown in the table below.

Transit Operator's Service Hours at the RBTC

Transit Operator	# Routes	Mon-Fri Service	Saturday Service	Sunday Service
Metro	4	4 a.m.-1 a.m.	4:30 a.m.-1 a.m.	4:30 a.m.-1 a.m.
GTrans	2	6:25 a.m.-9:15 p.m.	6:30 a.m.-6:45 p.m.	6:30 a.m.-6:45 p.m.
Torrance Transit	1	6:20 a.m.-7 p.m.	NA	NA
Lawndale Beat	1	7:20 a.m.-6:11 p.m.	9:00 a.m.-5:40 p.m.	9:40 a.m.-5:20 p.m.
BCT	1	6:30 a.m.-8:00 p.m.	8:25 a.m.-8:45 p.m.	9:30 a.m.-6:30 p.m.

2.0 GENERAL REQUIREMENTS

- 2.1** The City's expectations for security services are outlined in this solicitation without necessarily describing each individual task in all-inclusive detail; therefore, the Contractor shall understand the task and demonstrate their ability to fulfill the stated requirements in its proposal.
- 2.2** The Contractor shall provide all necessary labor, resources, materials, equipment, training, and any other necessary supplies to provide the highest caliber of security services.
- 2.3** The contractor shall participate in coordination activities and serve as a liaison to the City Transit Division, local transit operator field staff, Redondo Beach Police Department (RBPD), Redondo Beach Fire Department (RBFD), and related public safety and fire agencies as needed.
- 2.4** The Contractor shall adhere to all Occupational Safety and Health Administration (OSHA) & City safety standards while on the RBTC property performing services. In addition, the Contractor shall adhere to Center for Disease Control (CDC), State and County Department of Health guidelines, as well as local requirements as it relates to COVID-19.
- 2.5** The Contractor shall have adequate staff and reserve staff to provide security guard service 365 days a year.
- 2.6** The Contractor shall provide Security Services to patrol bus bays,

property perimeter, pedestrian areas, parking lot, kiss and ride lot, bike facilities, and restrooms to minimize trespassing, vandalism, and exposure to liability, as well as other related services determined by the City Liaison.

- 2.7** The Contractor security personnel shall use the closed-circuit television cameras (CCTV) video feed as an additional resource to monitor the Transit Center property. Security personnel may view the Transit Center activities and monitor the property from the CCTV feed. Incidents viewed on the CCTV feed shall be reported to the City Liaison or RBPD as needed.

3.0 TRANSIT PROPERTY OPERATIONS

- 3.1** Location:
Redondo Beach Transit Center
1521 Kingsdale Avenue
Redondo Beach, CA 90278
- 3.2** Security Hours of Operation:
RBTC operates daily from 6:00 a.m. to 12:30 a.m.
- 3.3** Security personnel Schedules:
Security personnel to be on-site daily from 6 a.m. to 12:30 a.m. Each shift must be staffed throughout the duration of a shift, requiring additional relief for meals and breaks.

Annual Service Hours, see chart below:

RBTC Security Annual Service Hours				
	Weekday	Saturday	Sunday	Total Annual Hours
Daily	18.5 hours	18.5 hours	18.5 hours	
Annual	4,717.5	1,017.5	1,017.5	6,752.5

- 3.4** Holidays:
City designated holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Contractor shall provide security services on all Holidays.

4.0 CITY RESPONSIBILITIES

- 4.1** The City point of contact (City Liaison) for the term of this contract shall be the Transit Manager or their designee.

- 4.2** The City Liaison(s) shall be responsible for monitoring the contract to ensure that Contractor meets high professional standards, projects a professional and alert demeanor and responds effectively to security-related concerns.
- 4.3** The City will provide a shared office with accessible restrooms at the RBTC building.
- 4.4** The City shall provide telephone and internet service to the office.
- 4.5** The City will provide a surveillance system with closed-circuit television cameras (CCTV) linked to the Redondo Beach Police Department (RBDP) and the Security personnel offices as an additional resource to monitor the transit center site and access points.
- 4.6** The City will provide training for Beach Cities Transit service related questions and other customer service issues.

5.0 CONTRACTOR RESPONSIBILITIES

5.1 Transition and Start-Up Plan

The Contractor shall submit a comprehensive and detailed Transition and Start-up Plan, with detailed information specific to RBTC upon contract approval.

- a) A Transition and Start-up Plan should describe the activities and procedures that will be followed to ensure the smooth transition and start-up of the service. The plan should also document staff recruitment and training, implementation, acquisition of necessary equipment, permits, licenses, and any other activities required to support the project.
- b) An identification of the specific issues that need to be addressed in the start-up, and the plan for addressing those issues, to ensure continuous, reliable, safe and courteous security services beginning on the Commencement Date.
- c) A Transition and Start Up Schedule in Microsoft Excel format with specific and detailed chronology, calendar and timelines, and milestones identifying key events in the implementation of the schedule.

5.2 Staffing Plan:

The Contractor shall submit a Final Staffing Plan for all Security personnel, upon contract approval.

- a) A final staffing plan shall include Project Manager, Key Personnel, Security Supervisors/Administrators, and Security Ambassadors shall be

submitted to the City upon contract approval. The plan shall include name, classification, and hours for all proposed personnel who are a part of this Contract.

- b) The plan should include an organizational chart depicting the structure of the regional and local servicing office with all contact information including email addresses, phone numbers and other communication.
- c) Verification of qualifications for all Security Personnel, including Project Manager, Key Personnel and Security Ambassadors, as applicable include:
 - State License Guard Cards or security certification
 - High school diploma or equivalency certificate
 - Current First Aid certification card
 - Valid CPR certification card
 - Resume
 - Other
- d) Evidence of security background/pre-employment screening (drug testing and employment physical) for required security personnel shall be submitted to the City upon contract approval.

5.3 Employee Training

The Contractor shall submit an Employee Training Program to assure that training will be fully adequate in scope and content, upon contract approval and updated annually.

- a) Specific training that will be provided for the Proposer's Drug and Alcohol Program manager.
- b) Required Safety and Security Training that will be provided, including annual refresher.
- c) Customer Service and Sensitivity Training that will be provided, including annual refresher.
- d) Training schedule with the number of hours of training and retraining that will be provided for security personnel.

5.4 Other Staff Requirements

- a) Verification of security personnel whereabouts on site via RFID/GPS tracking system should be available to the City.
- b) Onsite staff inspections at the RBTC facilities shall be conducted as on-site inspection of all posts by the Contractor Supervisor regularly
- c) Telephone calls and email communication from the City Liaison shall be responded to within a reasonable time. Immediate response to City Liaison for emergency telephone calls must be made immediately.

- d) There shall be sufficient staff, at all times, to respond to the City Liaison's request to be at the property within two (2) hours in the event of a natural disaster, civil disturbance, or any other unanticipated event and to fill and or backfill post coverage in the event of scheduled or unscheduled absences for security personnel.
- e) The City Liaison reserves the right to accompany the Contractor supervisor or conduct inspections independently.

6.0 REPORTS

The Contractor shall provide a list of reports used to manage the Security Services, upon contract approval. On-going reports include the following:

- a) Post orders shall be written and contain complete duty instructions for staffing each individual post, including provisions for handling critical incidents (emergency procedures).
- b) Daily Activity Report (DAR) of all unsafe conditions of property and any accidents or injuries or incidents occurring on the Transit Center property, or in the immediate vicinity, shall be emailed daily to the City Liaison.
- c) Monthly status displaying monthly and year-to-date information detailing incident reports, actions and information requested by the City each month. The report will include, but may not be limited to, the following information: daily activity; accident, crime and incident reports; drug and alcohol tests; training activities; and safety program updates.
- d) Customer Service Report to the City Liaison detailing information (including contact information) for each customer comment, complaint and compliment. Comments, complaints or compliments concerning any aspect of the RBTC should be individually listed by date and subject, and be accompanied by their resolution for comments and complaints.
- e) Safety Reports of all unsafe conditions that may be related to safety hazards or risks at the RBTC or in the immediate vicinity, shall be reported to the City Liaison.
- f) Incident Reports shall be made for any accidents or injuries or emergency incidents and reported to the City Liaison.

7. EQUIPMENT

Contractor shall provide and maintain the necessary equipment to provide Security Services.

- a) An equipment list for Security Ambassadors who fulfill the duties of the security service, i.e., radios, cellular phones, baton, handcuffs etc., shall be submitted upon contract approval.
- b) Contractor shall provide and maintain a complete electronic security personnel monitoring system which is able to track and monitor security

personnel in real time indoors, and outdoors. System shall combine GPS and RFID functionality, enabling security personnel to scan interior and exterior checkpoint tags, as well as facilitate real time location reports.

- c) Other innovative equipment that will ensure implementation of the Security Services can be submitted for approval by the City Liaison.

8. UNIFORM/APPEARANCE

The Contractor shall be responsible for providing all uniforms and submit the standard uniform for approval, upon contract approval. At any and all times while in City service, all security personnel and supervisors are required to wear a complete uniform and to be fully equipped.

- a) Contractor is required to provide all equipment and uniforms for security personnel.
- b) Uniforms must be managed by the Contractor to ensure that it is clean, free of wrinkles, and worn in a manner to present a professional appearance.
- c) Standards for appearance of its security officers, may be included in the Staffing Plan and/or Post Orders.
- d) All Security personnel approved for the contract shall maintain compliance with the California Code, Business and Professions code 7582.26 and City standards.

9. COORDINATION WITH POLICE AND FIRE

Although Post Orders are important guidelines, direction from police, fire, emergency authorities, as well as the City Liaison take precedence.

Contractor shall report to City Liaison immediately any incident requiring police, fire or EMS involvement.

Security Officers/Transit Ambassadors shall be in communication with Contractor headquarters and/or Field Supervisor and shall have mobile communication capability to contact RBPD and RBFD if necessary.

Security Officers/Transit Ambassadors on duty will contact the RBPD or RBFD to report any emergency or call to police or fire.

All contract personnel may be subject to on-duty participation in RBPD, RBFD, Metro Transit Authority, or Los Angeles County Sheriff's Department sponsored emergency operations drills and exercises.

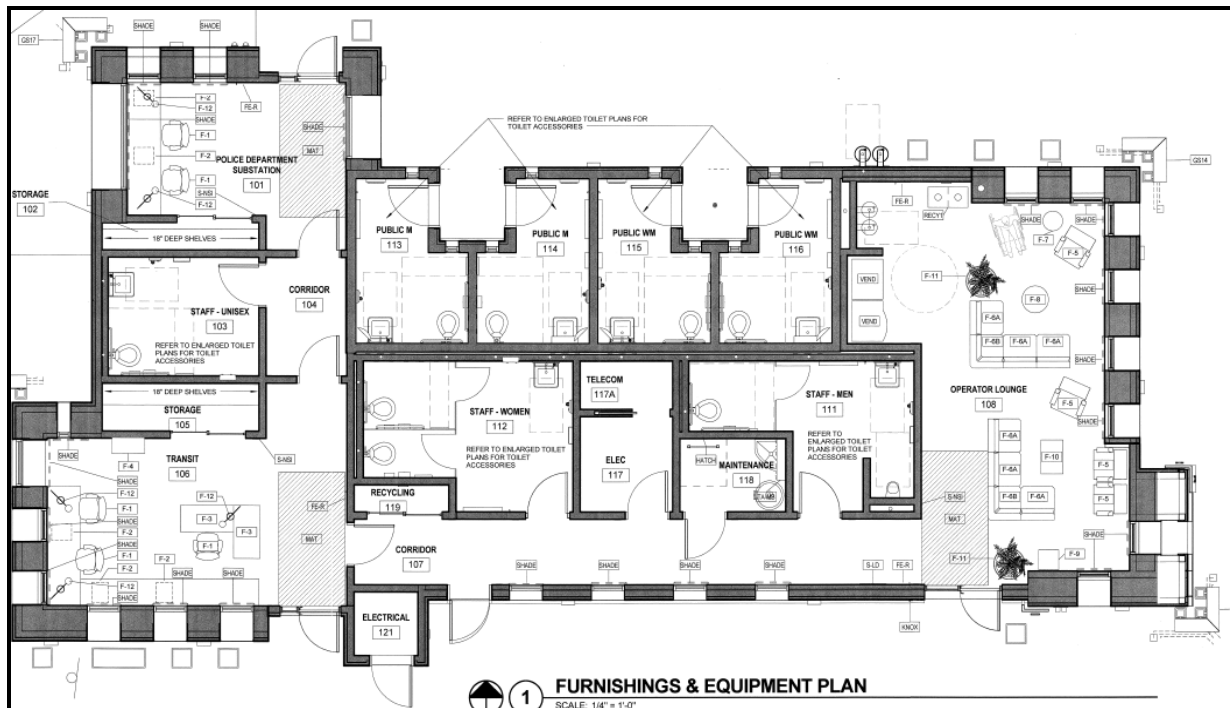
10. Invoices

Contractor shall prepare and submit by the 10th day of the following month a monthly report of activities, incidents, issues, etc.; this report shall be in a format acceptable by the City. The monthly invoice shall be included with the report.

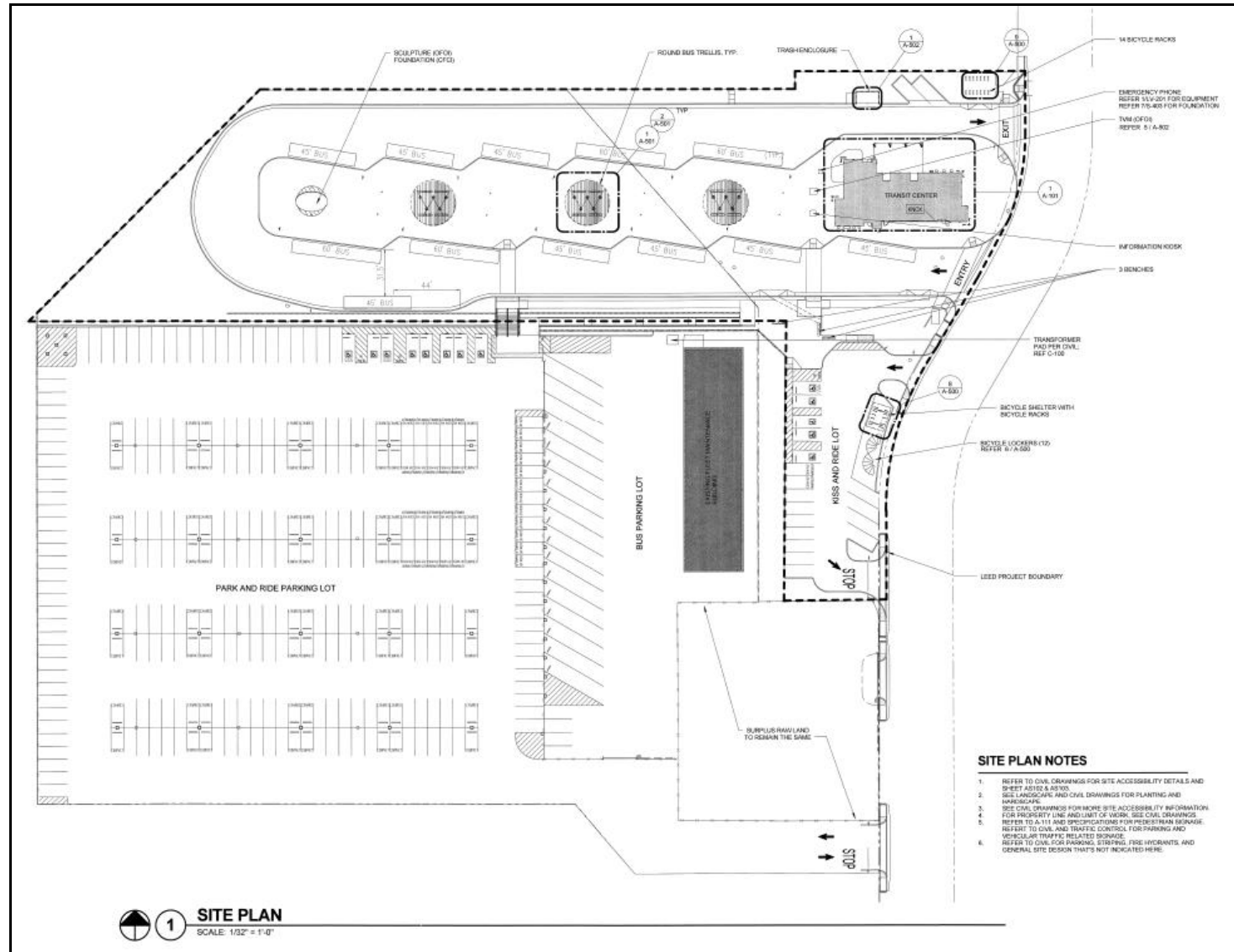
Attachment 3 RBTC Office Facilities and Site Plan

1. The City will provide an office within the RBTC building, which will be furnished with desk, chairs, telephone and computer.
2. The computer and telephone provided by City shall be used for security services purposes only.
 - a. The City will provide access to the CCTV security cameras.
 - b. Unauthorized use of the City supplied computer by Contractor is prohibited.
 - c. Unauthorized use includes, but is not limited to, playing games, personal use, or any other unauthorized use.
3. City shall provide telephone and internet service to this office.
4. The contractor is responsible for keeping the office clean and neat. Failure to do so may jeopardize the contract.
5. At termination of the contract, Contractor shall return the office to the City in the same condition as received except for normal wear and tear. City will withhold the final payment pending office inspection.
6. Contractor shall bear the expense to return the office to City in an acceptable condition.

Transit Center Building Plan



Transit Center Site Plan



Attachment 4 Price Forms for RBTC Cost Proposal

Pricing shall include all costs associated with providing the Security Services for the RBTC including but not limited to, direct labor, medical and other benefits, training, uniforms and other direct costs, indirect costs, profit and overhead, and all other expenses necessary to perform the work. Provide additional narrative detail to explain the prices quoted in the schedules; supplemental pages shall be provided to show all cost details.

Should extra services be operated at the direction of City, Contractor shall be compensated at the Additional Service Rate included in the cost proposal, and that compensation shall be in addition to the Total Annual Cost specified in the Cost Proposal.

1. Price Form 1: Total Contract Term

Provide Total Annual Costs for Base Years and Option Years

2. Price Form 2: Annual Cost Sheet Three Year Base Term

Provide Pay Rates and Line Item Costs for Base Term Years

3. Price Form 3: Annual Cost Sheet – Extension Years

Provide Pay Rates and Line Item Costs for Option Years

Attachment 4 - PRICE FORM 1:

TOTAL CONTRACT TERM

PROPOSER: _____

	<u>Description</u>	<u>Annual Service Hours</u>	<u>Annual Total</u>
Base Year 1	Security Services for RBTC	6,752.50	\$
Base Year 2	Security Services for RBTC	6,752.50	\$
Base Year 3	Security Services for RBTC	6,752.50	\$
	Total Base Term	20,257.50	
Option Year 1	Security Services for RBTC	6,752.50	\$
Option Year 2	Security Services for RBTC	6,752.50	\$
	Grand Total (5 Years):	33,762.50	\$

Attachment 4 - PRICE FORM 2: ANNUAL COST SHEET
THREE YEAR BASE TERM

PROPOSER: _____

LABOR							
PERSONNEL	WEEKLY HOURS	PAY RATES	BILL RATES	HOLIDAY RATE	YEAR 1 Annual Cost	YEAR 2 Annual Cost	YEAR 3 Annual Cost
Security Personnel (1)							
Security Personnel (2)							
Security Personnel (3)							
TOTAL Hours							
<i>* Professional labor rates may vary for 1, 2 and 3</i>				Totals			

BENEFITS							
PERSONNEL	# Employees	Health Benefit \$	Vacation Days	Sick Days	YEAR 1 Annual Cost	YEAR 2 Annual Cost	YEAR 3 Annual Cost
Security Personnel (1)							
Security Personnel (2)							
Security Personnel (3)							
TOTAL Hours							
<i>* Professional benefits may vary for 1, 2 and 3</i>				Totals			

EQUIPMENT						
EQUIPMENT	DESCRIPTION	#Units	Rate	YEAR 1 Annual Cost	Year 2 Annual Cost	Year 3 Annual Cost
Cell Phone						
Tablet						
Other _____						
Other _____						
Other _____						
TOTALS						
				Totals		

Attachment 4 - PRICE FORM 2: ANNUAL COST SHEET
THREE YEAR BASE TERM

Page 2

PROPOSER: _____

OTHER EXPENSES						
EXPENSES	DESCRIPTION	#Units	Rate	YEAR 1 Annual Cost	Year 2 Annual Cost	Year 3 Annual Cost
Uniforms						
Overhead						
Profit						
Other						
Other						
TOTALS						
			Totals			

Additional Service Rates						
EXPENSE	DESCRIPTION		Pay Rate	Bill Rate Year 1	Bill Rate Year 2	Bill Rate Year 3
Security Personnel						
Security Personnel						
Other						
Other						

Attachment 4 - PRICE FORM 3: ANNUAL COST SHEET
TWO YEAR CONTRACT EXTENSION

PROPOSER: _____

LABOR						
PERSONNEL	WEEKLY HOURS	PAY RATES	BILL RATES	HOLIDAY RATE	YEAR 1 Annual Cost	YEAR 2 Annual Cost
Security Personnel (1)						
Security Personnel (2)						
Security Personnel (3)						
TOTAL Hours						
<i>* Professional labor rates may vary for 1, 2 and 3</i>				Totals		

BENEFITS						
PERSONNEL	# Employees	Health Benefit	Vacation Days	Sick Days	YEAR 1 Annual Cost	YEAR 2 Annual Cost
Security Personnel (1)						
Security Personnel (2)						
Security Personnel (3)						
TOTAL Hours						
<i>* Professional benefits may vary for 1, 2 and 3</i>				Totals		

EQUIPMENT					
EQUIPMENT	DESCRIPTION	#Units	Rate	YEAR 1 Annual Cost	Year 2 Annual Cost
Cell Phone					
Tablet _____					
Other _____					
TOTALS					
			Totals		

Attachment 4 - PRICE FORM 3: ANNUAL COST SHEET
TWO YEAR CONTRACT EXTENSION

Page 2

PROPOSER: _____

OTHER EXPENSES					
EXPENSES	DESCRIPTION	#Units	Rate	YEAR 1 Annual Cost	Year 2 Annual Cost
Uniforms					
Overhead					
Profit					
Other					
Other					
TOTALS					
			Totals		

EXPENSE	DESCRIPTION	Units	Pay Rate	Bill Rate Option Year 1	Bill Rate Option Year 2
Security Personnel					
Security Personnel					
Other					
Other					

Attachment 5 FTA Required Clauses and Certifications

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 (name of grantee) requests which would cause (name of grantee) 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 Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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 Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract 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 the underlying Contract. 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. Access to Records and Reports

- 1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- 2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation

or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

- 3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- 4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

5. Fly America

- 1) *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.

- 2) 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.
- 3) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- 4) 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)

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

6. Clean Water Act and Federal Water Pollution Control Act

- 1) The Contractor agrees;
- 2) It will not use any violating facilities;
- 3) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 4) It will report violations of use of prohibited facilities to FTA; and
- 5) 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).

7. Energy Conservation

Energy Conservation - The 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 contract and are not presently declared by any Federal department or agency to be:

- 1) Debarred from participation in any federally assisted Award;
- 2) Suspended from participation in any federally assisted Award;
- 3) Proposed for debarment from participation in any federally assisted Award;
- 4) Declared ineligible to participate in any federally assisted Award;
- 5) Voluntarily excluded from participation in any federally assisted Award; or
- 6) 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 contract 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 contract, 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 contract 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:

- 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.

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 contract. 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 contract, which may result in the termination of this contract or such other remedy as the City deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or
- d) 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 Contract 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 Contract. 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 Bidder/Offeror'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 Contract. 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 Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

3) DBE Participation

For the purpose of this Contract, the City will accept only DBE's who are:

- a. Certified, at the time of bid opening or proposal evaluation, by 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 that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- b. A list of those qualified DBE's with whom the Contractor intends to contract for the performance of portions of the work under the Contract, 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.
- 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 Contract; 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 Contract:

- 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 Bidder or the Authority.

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 contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder 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 Section 10 below (Sanctions for Violations).

9) Continued Compliance

The City shall monitor the Contractor's DBE compliance during the life of the Contract. 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 Contract. These reports shall provide the following details:

- a. DBE utilization established for the Contract;
- 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 the Contract; and
- e. The value of expenditures with each DBE firm from the inception of the Contract 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 the Contract.

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 Contract.

c. All data/record(s) pertaining to DBE shall be maintained as stated in Section 4. Access to Records and Reports.

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 the Contract, 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 City Engineer, 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 City Engineer.

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 to be provided by the City) 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 the Contract, 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 28 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 Project Manager. Failure to follow these directions may delay final payment.
- d. The address for the City: City of Redondo Beach, 415 Diamond Street, Redondo Beach, CA 90277

14. Employee Protections

1) Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

2) 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.

3) **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 three (3) 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.

15. Veteran's Employment

As provided by 49 U.S.C. § 5325(k):

- a. To the extent practicable, Contractor agrees that it:
 1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to

perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and

2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and
- b. Contractor also assures that its sub-contractor will:
1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

16. 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 [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. 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*.

17. Termination

1) Termination for Convenience (General Provision)

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

2) Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

3) Opportunity to Cure (General Provision)

The City, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

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

4) Waiver of Remedies for any Breach

In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

5) Termination for Convenience (Professional or Transit Service Contracts)

The City, by written notice, may terminate this contract, in whole or in part, when it is in the City's interest. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6) Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

18. Violations and Breach of Contract

1) Rights and Remedies of the City

The City shall have the following rights in the event that the City deems the Contractor guilty of a breach of any term under the Contract.

- a. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
- b. The right to cancel this Contract as to any or all of the work yet to be performed;
- c. The right to specific performance, an injunction or any other appropriate equitable remedy; and
- d. The right to money damages.

For purposes of this Contract, breach shall include failure by the Contractor to perform any term or condition in this Agreement.

2) Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the City, the Contractor expressly agrees that no default, act or omission of the City shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the City directs Contractor to do so) or to suspend or abandon performance.

3) Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the City will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the City takes action contemplated herein, the City will provide the Contractor with sixty (60) days written notice that the City considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

4) Disputes

Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer

evidence in support of its position. The decision of the City shall be binding upon the Contractor and the Contractor shall abide by the decision.

Example 2: The City and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the City and the Contractor's organization. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the City's direction or decisions made thereof.

5) Performance during Dispute

Unless otherwise directed by City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

6) Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7) Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

8) Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Attachment 5 - Form A
FEDERAL TRANSIT ADMINISTRATION REQUIREMENT CERTIFICATIONS

The Contractor certifies that the materials/supplies offered in this procurement comply with all FTA Requirements and Regulations incorporated in Agreement Sections 1 through 18 and listed below:

<input type="checkbox"/>	1.	Incorporation of Federal Transit Administration (FTA) Terms
<input type="checkbox"/>	2.	Federal Changes
<input type="checkbox"/>	3.	No Government Obligation to Third Parties
<input type="checkbox"/>	4.	Access to Records and Reports
<input type="checkbox"/>	5.	Fly America
<input type="checkbox"/>	6.	Clean Air and Federal Water Pollution Control Act
<input type="checkbox"/>	7.	Energy Conservation
<input type="checkbox"/>	8.	Government-wide Debarment and Suspension
<input type="checkbox"/>	9.	Program Fraud and False or Fraudulent Statements and Related Acts
<input type="checkbox"/>	10.	Lobbying Restrictions
<input type="checkbox"/>	11.	Civil Rights Laws and Equal Opportunity
<input type="checkbox"/>	12.	Disadvantaged Business Enterprises (DBE)
<input type="checkbox"/>	13.	Prompt Payment
<input type="checkbox"/>	14.	Employee Protections
<input type="checkbox"/>	15.	Veteran's Employment
<input type="checkbox"/>	16.	Substance Abuse
<input type="checkbox"/>	17.	Termination
<input type="checkbox"/>	18.	Violations and Breaches

Date: _____

Signature: _____

Company Name: _____

Title: _____

Attachment 5 – Form B

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

Name and Title of Contractor's Authorized Official

Date

Attachment 5 – Form C
PROMPT PAYMENT AFFIDAVIT

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

Re: Payment Request No. _____

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

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

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this _____ day of _____ 20__.

Attachment 5 – Form D
DBE UTILIZATION FORM

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

_____The Bidder/Offer is committed to a minimum of _____% DBE utilization on this contract.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Attachment 5 – Form E
PROPOSED 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. The following information comprises the DBE Utilization percent stated in the DBE Utilization Form.

Company	_____
Address	_____
City, ST, ZIP	_____
Phone Number	_____
Fax Number	_____
Contact Name	_____
Contact Email	_____
DBE Certifying Agency	_____
Type of work to be performed	_____
Annual Dollar value of participation	_____

Signature of participating DBE	_____

Company	_____
Address	_____
City, ST, ZIP	_____
Phone Number	_____
Fax Number	_____
Contact Name	_____
Contact Email	_____
DBE Certifying Agency	_____
Type of work to be performed	_____
Dollar value of participation	_____

Signature of participating DBE	_____

Attachment 6 Evaluation Criteria

Evaluation Criteria	Max Possible Points
Financial Viability <ul style="list-style-type: none"> Overall financial stability and evidence of corporate resources committed to the Project 	10
Experience and Technical Competence <ul style="list-style-type: none"> Experience with projects of similar size and scope Ability to meet performance requirements as well as comply with all technical and administrative requirements 	15
Qualifications of Key Personnel <ul style="list-style-type: none"> Relevant experience of the Project Manager, Security Supervisor/Administrator and other key personnel 	25
Technical Approach/Work Plan <ul style="list-style-type: none"> Approach and proposed methodology to project scope, including training Demonstrated knowledge of the work required 	25
Personnel Management Program <ul style="list-style-type: none"> Adequacy of wage and benefit packages Employee incentive programs Employee selection process and drug policy Emphasis will be placed on adequacy of training programs and demonstrated safety requirements 	10
Cost/Cost Effectiveness <ul style="list-style-type: none"> Realistic and appropriate costs for services to be performed Quality and cost control measures in place 	15
Subtotal Points	100

Attachment 7 Proposal Checklist

PROPOSER'S NAME: _____

Proposals shall be provided in an 8-1/2" x 11" format and be submitted in three-ring binders, one original, so marked, and five (5) copies, marked "Copy," and one electronic copy. If documentation provided is incomplete, the Proposer may be considered non-responsive and ineligible for award of contract.

Proposers are requested to submit this Checklist and the following information, as detailed in Section 2 of this RFP.

Description	Reference or Page #	Proposer's Initials
Cover Letter	Section 2	
Table of Contents	Section 2	
Operating Methodology	Section 2	
Proposer Qualifications	Section 2	
Related Experience	Section 2	
Proposed Staff	Section 2	
Program Implementation	Section 2	
References	Section 2	
Financial Statements	Section 2	
Cost Proposal Itemized Form	Attachment 4	
Signed FTA Requirements Certifications	Attachment 5, Forms A-E	
Checklist Form	Attachment 7	
Addenda Acknowledgement Form	Attachment 8	
Proposer Questionnaire	Attachment 9	

Name of Proposer initialing checklist: _____

Proposer's
Signature: _____

Title: _____

Date: _____

Attachment 8 Addenda Acknowledgement Form

PROPOSER'S NAME: _____

PROPOSER hereby acknowledges that he/she has received the following Addenda:

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Attachment 9 Proposer Questionnaire

1. Proposer's Legal Name: _____

2. Mailing Address: _____

City/State/Zip Code: _____

Telephone: _____

E-mail Address: _____

3. Authorized Representative Name: _____

Title: _____

Telephone: _____ E-Mail: _____

4. Business is a Disadvantaged Business Enterprise (DBE)? Yes ☐ No ☐

5. Please check all classifications that apply to your business? WBE ☐ MBE ☐ SBE ☐

6. Business Type? Corporation ☐ Partnership ☐ Association or Sole Proprietorship ☐
Joint Venture ☐

7. Number of Years in business? _____

8. Number of Years under present name? _____

9. Number of Years under former names?
(list name and number of years) _____

10. Describe services
provided:

--

11. Do you have any affiliated businesses? Yes ☐ No ☐

If yes, list subsidiary or division, or name parent company, its principals and addresses:

12. Has the Business failed to complete a contract within the past five years? Yes ☐ No ☐

If Yes, list the date client, and reason for termination below:

Proposer Questionnaire – Page 2

13. Is any litigation pending against a contract? Yes ☐ No ☐

If Yes; please explain:

14. Is proposer aware of any real, potential or perceived conflict of interest? Yes ☐ No ☐

If Yes, please explain:

15. City of Redondo Beach Business License Number: _____

(If not a current license holder, Business License will be required before initiation of services.)

Declaration of Non-Collusion

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

The undersigned, and on behalf of the business named above, certify that the information provided in this questionnaire is true and correct and being cognizant of the pages, documents, and attachments contained herein, agrees to provide the City of Redondo Beach with the services described in the Request for Proposals. All cost proposals are certified to be firm for a period of 180 days from the deadline for proposal submission, July 26, 2021.

Respectfully submitted,

Name of Company: _____
Address: _____
City/State/Zip Code: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

Telephone: _____
Date: _____

Attachment 10 Intent to Attend Pre-Proposal Conference



**TRANSIT CENTER
SECURITY SERVICES
RFP 2122-001**

INTENT TO ATTEND PRE-PROPOSAL CONFERENCE

Use the form below to indicate your Intent to attend the Pre-Proposal Conference. It may be copied into an email response to bct@redondo.org. Additional information and Addendum communications will be delivered to the contacts provided in the form.

Proposer Company Name:	
Proposer representative name, telephone number and email address:	
Proposer representative name, telephone number and email address:	
Proposer representative name, telephone number and email address:	
# of people who will attend the Bidder's Conference:	

Attachment 11 Sample Agreement
For Project Services
Between The City Of Redondo Beach
And _____

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and _____, a [type of entity] ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable,

Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

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

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

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the

project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work

hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
 - a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours

per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

- b. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.

- 18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

- 19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the

City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be

entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this ____ day of _____, 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____,
a [type of entity]

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

APPROVED:

Diane Strickfaden, Risk Manager

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

TERM. The term of this Agreement shall commence on _____ and expire _____ ("Term"), unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

- A. **AMOUNT.** Contractor shall be paid in accordance with the following schedule.
- B. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices indicating the services performed during the prior month to the City for approval and payment. Invoices must also be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
- C. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within thirty (30) days of receipt of the monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction.
- D. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor:

City: City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attention:

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

EXHIBIT “D”

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section

200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

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

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

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the

City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

EXHIBIT "F"

FEDERAL TRANSIT ADMINISTRATION CONTRACT CERTIFICATIONS