

CITY OF REDONDO BEACH COMMUNITY SERVICES DEPARTMENT

Request for Proposals #2122-005 For Beach Cities Transit Transit Services Study



**RFP Released: October 21, 2021
Proposals Due: December 2, 2021**

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

BEACH CITIES TRANSIT TRANSIT SERVICES STUDY REQUEST FOR PROPOSALS

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Attachments

1 BCT Operating Statistics, FY 2017-2021

Documents Posted on BCT Website at www.beachcitiestransit.org

Form A: Proposal Checklist
Form B: Proposal Questionnaire
Form C: Addenda Acknowledgement
Form D: References
Form E: Certificate of Debarment
Form F: Proposed Subcontractor Participation
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BCT Comprehensive Operational Analysis, August 2011

**CITY OF REDONDO BEACH, CALIFORNIA
BEACH CITIES TRANSIT
TRANSIT SERVICES STUDY**

ANNOUNCEMENT OF REQUEST FOR PROPOSALS

The City of Redondo Beach ["City"] is requesting proposals for a Transit Services Study of the public transit services operated by the City as Beach Cities Transit. These services presently include the fixed route services operated as Beach Cities Transit and the WAVE Dial-A-Ride.

The City expects the selected Consultant to thoroughly assess and evaluate the current Beach Cities Transit service program in the context of the present and projected future operating, financial, and environmental conditions and to recommend short-range (3-5 year) operational changes and improvements and long-range (5-15 year) strategic direction to guide the City's decisions regarding public transit services and related capital investments.

Individual and firms wishing to receive the Request for Proposals may access it on the City of Redondo Beach website at www.beachcitiestransit.org. Proposers downloading the RFP and related documents from the City's website should email bct@redondo.org to register their interest in receiving responses to questions and other updates.

An optional online virtual pre-proposal conference is scheduled for 10:30 a.m. PDT, Tuesday, November 2, 2021, using Microsoft Teams. Proposers should contact the City at bct@redondo.org by Monday, November 1, 2021, if they intend to attend the meeting. Please save the pre-proposal conference date in your calendars. Responding individuals will be emailed a Microsoft Teams invitation to participate in the Pre-Proposal Conference no later than 5:00 p.m. Monday, November 1, 2021.

Proposals in response to this Request for Proposal (RFP) are due no later than 2:00 p.m. PST on Thursday, December 2, 2021 to:

**City of Redondo Beach – City Clerk
415 Diamond Street, Door 1
Redondo Beach, CA 90277
Attention: BCT Transit Services Study Proposal #2122-005**

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

SECTION 1

BACKGROUND AND CONTEXT FOR STUDY

1.1 CITY OF REDONDO BEACH

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

Located in the coastal edge of Los Angeles County, just twenty miles from downtown Los Angeles and seven miles south of Los Angeles International Airport, Redondo Beach has been a preferred resort destination for more than a century and one of the most desirable areas to live in the country. The City's population has been slowly, but steadily growing in the past few years. The 2020 Census reports a total population of 67,423.

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

1.2 CURRENT TRANSIT SERVICES

Current BCT operations include the WAVE senior/disabled Dial-A-Ride service and two fixed routes – Lines 102 and 109. The City currently contracts with Transportation Concepts for BCT operations and maintenance. The current management contract began on July 1, 2020 and will end on June 30, 2023. Upon completion of the base term, City may extend the contract for one, two-year option period at its sole discretion.

City provides all system planning and administration; promotion and marketing; notification of service changes; transit service vehicles; real-time related equipment (CAD/AVL, computers, monitors and field supervisor's tablet), security cameras, transit bus annunciators, fareboxes and electronic fare card readers, and related operating and maintenance facilities; and compressed natural gas (CNG) vehicle fuel.

1.2.1. Beach Cities Transit Fixed Route Service

The BCT fixed route service area for Lines 102 and 109 includes Redondo Beach, Hermosa Beach, Manhattan Beach, El Segundo and a few miles into Los Angeles. The service area population is approximately 285,540 in the South Bay region. The fixed route service utilizes 15 compressed natural gas (CNG) vehicles, with 10 vehicles operated in peak service.

BCT Line 102: Line 102 provides local transit service in Redondo Beach between the Pier, the Redondo Beach Green Line Station and the South Bay Galleria – providing approximately 12,928 annual regular vehicle revenue hours, and 768 tripper vehicle

revenue hours in FY 2018-19. The line serves heavy student ridership at Redondo Union High School. In FY 2018-19, Line 102 boardings totaled 179,435 and it logged 141,589 vehicle revenue miles. During FY 2019-20, tripper service operated through March 21, 2020, and were cancelled for the remainder of the school year due to the Coronavirus-2019 pandemic (COVID-19) and didn't operate at all during the FY 2020-21 school year. Service hours were reduced from March 23, 2020, and reinstated to their pre-COVID levels on July 5, 2021.

In addition to the scheduled Line 102 service, tripper services are operated each morning and afternoon during the Redondo Union High School (RUHS) school year. Generally, three (3) tripper runs are operated in the morning and three (3) in the afternoon, totaling approximately 780 annual service hours. These are open-door services available to the general public but operated to handle the heavy loads of school-age transit riders. During the first two months of the school year, a fourth "sweeper" will be operated as needed to accommodate over-load situations and late students. A transit supervisor is also assigned to the High School transit stop to assist in afternoon boarding during this period and as needed. For the FY 2021-22 school year, additional tripper sweeper vehicles are in operation to allow for social distancing on the Line 102 buses. The City has a close working relationship with RUHS Administration to improve services and address service related issues.

BCT Line 109: Line 109 provides service along the coastline from Riviera Village to the LAX City Bus Center, providing 20,252 annual vehicle revenue hours in FY 2018-19. The line travels through Redondo Beach, Hermosa Beach, Manhattan Beach, El Segundo and a few miles into Los Angeles. Line 109 also serves the Metro Green Line at the Douglas Station and the Aviation Station. In FY 2018-19 Line 109 passenger boardings totaled 173,983 and it logged 247,515 vehicle revenue miles. Due to COVID-19, during FY 2019-20, regular service operated through March 22, 2020. Service hours were reduced from March 23, 2020, and the regular schedule was reinstated on July 5, 2021. Ridership data is included in Attachment 1.

Fare collection has not been enforcement since March 23, 2020. Fare analysis from FY 2013-14 through FY 2019-20 is included in Attachment 2.

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

1.2.2. WAVE Dial-A-Ride Service

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

The WAVE service is provided for senior (62+) and disabled residents of Redondo Beach and Hermosa Beach. There are presently 1,451 registered clients of the service residing

in Redondo Beach and 114 residing in Hermosa Beach. Current active users is 144. The service utilizes five (5) compressed natural gas (CNG) vehicles with four vehicles used in peak service. The WAVE operated 6,864 annual vehicle revenue hours in FY 2018-19. In FY 2018-19 WAVE passenger boardings totaled 13,669 and it logged 61,701 vehicle revenue miles. Service hours were reduced effective March 23, 2020, and reinstated July 5, 2021. WAVE ridership has been negatively impacted during COVID-19 and is still recovering. Ridership data is included in Attachment 1.

1.3. CONTEXT FOR THE STUDY

The City of Redondo Beach last contracted for a Comprehensive Operational Analysis of Beach Cities Transit in 2011. Much has changed in the intervening 9 years and more change is anticipated to occur in the decade ahead. The City expects respondents to its RFP for a Transit Services Study to not only identify and assess environmental changes that have already taken place but also to clarify and address environmental developments that can be anticipated to impact the operation of public transit services by the City over the next 15 years, through 2037.

First, why the 15-year horizon through 2037? Answer: Capital Planning. Given the real-world useful life of BCT service vehicles, any significant change to the fleet, for example, conversion to zero emission buses or a change in vehicle capacity or amenities – could require up to 15 years to be fully implemented. Additionally, the realization of facility recommendations such as the development of a new operating facility could easily take that long to program, fund and construct.

The following is a listing of the presently identified requirements, developments and expected changes that will impact the City of Redondo Beach and its Beach Cities Transit service in the next 15 years from our current perspective:

- **Redondo Beach Transit Center** The new Redondo Beach Transit Center (RBTC) is under construction, with the anticipated opening date in early January 2022. The new transit center is located at 1521 Kingsdale Avenue (directly south of the Target). The entire site is approximately 6.5 acres in size. The RBTC will serve 5 transit operators as an intermodal transit facility for the South Bay region and may be a future Metro Rail station by 2028.

RBTC amenities include 12 bus bays, a passenger waiting area, a ticket vending machine, real-time arrival monitors, a driver operator lounge, security offices, public and private restrooms, bicycle facilities, and public art. The facility includes a public parking lot with 320 parking spaces, EV charging, and a drop-off kiss and ride lot with 13 parking spaces. Blue phones will be at various locations, and security cameras will monitor all areas of the facility. Regional and Local transit operators serving the transit center are Metro, Beach Cities Transit, Torrance Transit, GTrans, and the Lawndale Beat. Transit services will operate seven days a week, with Metro routes leaving and arriving between 5 a.m. and 12:30 a.m. Beach Cities Transit, Torrance Transit, GTrans, and the Lawndale Beat operate daily services between 6 a.m. and 9 p.m.

- **CARB Requirement for Zero Emission Buses** Pursuant to the December 2018 Innovative Clean Transit Rule adopted by the California Air Resources Board, the City has the following requirements:
 - Submit a Council-approved Roll-Out Plan to CARB no later than July 1, 2023;
 - Effective January 1, 2026, twenty-five percent of the total number of new bus purchases must be zero-emission buses; and
 - Effective January 1, 2029, all new bus purchases must be zero emission buses (ZEB).

In order to effectively operate and maintain a ZEB fleet, the BCT operating facility must be able to support the required infrastructure and that infrastructure – for electric buses, this would be the charging equipment – must be acquired and functional before the ZEB's are received. This necessity leads to the second issue.

- **BCT Operating Facility Replacement** Presently the BCT operating facility at 1521 Kingsdale Blvd. has exceeded its useful life and does not meet the basic requirements for administration, operations and maintenance of the BCT fleet. Additionally, the facility may need to be expanded to accommodate the charging equipment for electric buses as well as for a larger fleet if necessitated by range requirements. Planning for a new operating facility needs to begin with a requirements analysis and implementation plan. The City has been making short term facility improvements to support operations.
- **Airport Metro Connector Transit Station (AMC)** The AMC, which will be located at Aviation Blvd and 96th Street will centralize public transit services at the LAX area. The AMC, projected to be open for service in 2024, will include a light rail station serving the Crenshaw Line and the C Line (Green), a bus plaza for xx transit operators, a customer service center, passenger pick-up and drop-off area, bicycle parking, and a direct connection to the LAX Automated People Mover (APM). BCT Line 109 may also have a stop adjacent to the ITF near Airport Blvd and 96th Street. Where BCT's Line 109 presently operates along Century Blvd. from Aviation Blvd. to Airport Blvd., then north on Airport Blvd. and west on 96th Street to the LAX City Bus Center, this route will be realigned to the Intermodal Facility, then east to the AMC. Options available to the City are to operate Line 109 to the AMC or terminate BCT services at the Metro Green Line Aviation Station.
- **LAX Landside Access Modernization Program (LAMP)** Designed to relieve congestion within Los Angeles World Airport and the surrounding vicinity, LAMP involves four main components that will provide a more predictable and reliable commute to and from the airport – saving time and improving the overall user experience: an Automated People Mover (APM), Consolidated Rent-A-Car Facility (ConRAC), Roadway Improvements, Intermodal Transportation Facility (ITF-West). The AMP will provide connections to ITF-West, ConRAC and the AMC, and is projected to be operational in 2023.

LAMP will principally impact BCT Line 109 through construction rerouting and, ultimately, centralization of public transit services at the AMC.

- **South Bay Galleria (SBG) Redevelopment** The SBG has been working on a redevelopment plan since 2017. In 2019 the City approved a plan that would increase retail space and add a hotel, commercial office space and residential housing. The future improvements will impact BCT and municipal transit operators that service the area, as well as the RBTC.
- **Metro C (Green) Line Extension to Torrance** While alternative alignments are being studied for the four-mile segment between the existing Redondo Beach Marine Station to the proposed Regional Transit Center (RTC) in Torrance, the BCT operating facility on Kingsdale Blvd. is directly east of the Harbor Subdivision rail corridor which is owned by Metro. This project will likely have major impacts both on travel and traffic within the city and the Kingsdale facility. If the existing railway option is selected as the C Line route, the Transit Center will be the rail station transfer point for five municipal transit operators.
- **Inglewood So-Fi Stadium** There is presently no plan to extend BCT routes to serve the new So-Fi Stadium, however, the C Line stop at the Hawthorne/Lennox station is the nearest rail station serving Inglewood. The City expects the RBTC parking lot may be impacted during So-Fi Stadium events.

The Scope of Work also includes specific project outcomes and deliverables, that are related to the context for the study.

1.4. PURPOSE AND EXPECTED OUTCOMES OF THIS STUDY

The City expects the selected Consultant to thoroughly assess and evaluate the current Beach Cities Transit service program in the context of the present and projected future operating, financial, and environmental conditions and to recommend short-range (3-5 year) operational changes and improvements and long-range (5-15 year) strategic direction to guide the City's decisions regarding public transit services and related capital investments.

It is important to emphasize that, while this study is intended to accomplish many of the same objectives as a traditional Comprehensive Operational Analysis, it is expected to take a broader view of the City's role in providing public transit services. The study is expected to address, but is not limited to:, providing recommendations for service alternatives to enhance transit services, including specifically, services within the Cities of Hermosa Beach and Manhattan Beach; and addressing specific issues raised in the

Context discussion above, including the implementation of zero emission buses, replacement of the BCT operating facility and interface with the new LAX transportation system. See RFP Section 4.3, Deliverables, for a description of the deliverable reports for this project and the expected content of each.

SECTION 2 PROCUREMENT PROCESS

2.1. SCHEDULE

▶ Request for Proposals Issued	Thursday, Oct. 21, 2021
▶ Pre-proposal Conference	10:30 a.m. PDT, Tuesday, Nov. 2
▶ Deadline for Submission of Questions	3:00 p.m. PDT, Thursday, Nov. 4
▶ Final Addenda and Answers Issued	Wednesday, Nov. 10
▶ PROPOSALS DUE	2:00 p.m. PST, Thursday, Dec. 2
▶ Evaluation Period	December 2 - 17
▶ Interviews	Wednesday, Dec. 15
▶ Contract Award	Tuesday, Jan. 18, 2022
▶ Projected Notice to Proceed	Thursday, Jan. 20, 2022

2.2. PRE-PROPOSAL CONFERENCE

An optional online virtual pre-proposal conference is scheduled for 10:30 a.m. PDT, Tuesday, November 2, 2021, using Microsoft Teams. Proposers should contact the City at bct@redondo.org by Monday, November 1, 2021, if they intend to attend the meeting. Please save the pre-proposal conference date in your calendars. Responding individuals will be emailed a Microsoft Teams invitation to participate in the Pre-Proposal Conference no later than 5:00 p.m. Monday, November 1, 2021.

The City will arrange for a walk-through of the Kingsdale Operations and Maintenance Facility and, to the extent possible due to construction, the new Redondo Beach Transit Center on Wednesday, November 3 at 10:00 a.m. All proposer representatives who wish to participate in this tour will need to email bct@redondo.org to reserve a place on the tour. As there is no convenient parking near the facility, the City will provide bus transportation to and from the facility from City Hall. Participants are requested to park in the City Hall parking structure beneath the library and meet for the tour at the traffic circle in front of the library by 10:00 a.m.

2.3. WRITTEN QUESTIONS

Proposers must submit ALL questions and requests for clarification or additional information regarding the meaning or intent of this RFP in writing no later than 3:00 p.m. PDT on Thursday, November 4, 2021 to:

BCT RFP #2122-005
City of Redondo Beach
Community Services Department
1922 Artesia Blvd.
Redondo Beach CA 90278
Attention: BCT Transit Services Study RFP
Email: bct@redondo.org
Facsimile: (310) 798-8273

The City will not respond to questions received after the deadline. Responses to the questions will be posted on-line at www.beachcitiestransit.org and emailed to all recipients of the RFP. All communications regarding this RFP between the City and proposers will be documented and distributed simultaneously to all proposers.

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

2.4. 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 attention Joyce Rooney, Transit Manager. Proposers may not contact other City officials or staff regarding this RFP.

2.5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS

The successful proposer will be required to comply with all Federal, State and local applicable laws, Americans with Disabilities Act requirements and Equal Employment Opportunity laws and regulations.

2.6. PROPOSAL SUBMISSION

Proposals in response to this Request for Proposal (RFP) are due no later than 2:00 p.m. PST on Thursday, December 2, 2021 to:

**City of Redondo Beach – City Clerk
415 Diamond Street, Door 1
Redondo Beach, CA 90277
Attention: Beach Cities Transit
Transit Services Study Proposal #2122-005**

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

Proposals must be complete, sealed, and marked “**BCT Transit Services Study.**” The proposer's name, address and telephone shall be marked on the outside. Offerors must provide an original signed proposal, five (5) copies, and one electronic copy on flash drive.

Proposals will not be opened publicly. All accepted proposals become the property of the City of Redondo Beach and will be treated as confidential until award of a contract by the City Council, at which time submitted proposals will become public documents with the exception of any pages marked as containing proprietary information.

2.7. EVALUATION AND SELECTION PROCESS

A panel consisting of City of Redondo Beach officials, staff, and representatives of partner cities and/or other transit providers will evaluate responsive proposals based on the following criteria, not necessarily listed in order of relative importance:

Exhibit 1, Evaluation Criteria	Point Value
Qualifications and Experience Qualifications and previous experience of the consultant, subconsultants, if any, and the named project manager and staff as they relate to the requirements of this project.	15
Technical Competence Technical experience relating to the tasks and subtasks of this project as well as previous experience in working with and presenting information to groups and committees and experience in the development of similar studies.	15
Analysis Methodology Coherence and comprehensiveness of the described scope of work which demonstrates an understanding of the City's objectives and expectations from this project . Methodology and resources proposed to perform the work described in this RFP. Approach to conducting and completing the project on schedule, including project management.	25
References and Outcomes Performance of the proposing firm in similar engagements and conformance/quality of the resulting products.	25
Cost Total proposed project cost, reasonability of cost components, and allocation of resources and consultant hours between tasks.	20
Total Awarded Points	100 (max)

After the panel's initial evaluation of the proposals, the panel may, if necessary, hold interviews with the top ranked proposers. The City reserves the right to select a consultant based solely on written proposals and not convene oral interviews. If interviews are required, they will be held on Wednesday, December 15, 2021.

Contract award will be based on a combination of factors that represent the best overall value for completing the work scope as determined by the City, including: the proposal criteria in Exhibit 1; results of background and reference checks; results from the interviews and presentation phase; and proposed cost.

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

It is expected that the proposer will be ready to commence the project immediately upon receipt of Notice to Proceed and to complete the project in its entirety by January 31,

2023. The awarded firm will be expected to execute an agreement substantially the same as the sample Professional Services Agreement included in Section 5 of this RFP unless any exceptions or conditions are explicitly stated in their proposal.

2.8. GENERAL CONDITIONS

2.8.1. Limitations

This RFP does not commit the City of Redondo Beach to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

2.8.2. Award

All finalists may be required to participate in negotiations and to submit such price, technical or other revisions of their proposals that may result from negotiations. The City reserves the right to award without discussion, based upon the initial proposals. Each initial proposal should be submitted with the most favorable terms from both price and technical perspectives.

2.8.3. Binding Offer

A signed proposal submitted to the City of Redondo Beach in response to this RFP shall constitute a binding offer from consultant to contract with the City according to the terms of the proposal for a period of 120-days from the required submission date for proposals.

2.8.4. Protests

Protests regarding any aspect of this Request For Proposals, the solicitation process, or the proposed award of a contract must be submitted in accordance with the following procedures.

A. Types of Protests

There are three basic types of protests, based on the time in the procurement cycle when they occur. Differences in the protest process between these three types, if any, are noted.

1. Pre-bid or Solicitation Phase Protest is received prior to the bid opening or proposal due date. A Pre-bid Protest must be received by the City prior to the published time and date for receipt of proposals or bids following the content and submission procedures specified herein. Depending upon when the protest is received and the agency's review, the City may or may not delay the bid opening or proposal due date.
2. Pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract. A Pre-award Protest must be submitted to the City following the content and submission procedures specified herein within three (3) working days of the date the protester learned or should have learned of the basis of appeal. Pre-award Protests must be received by the City prior to the agency's formal action on the contract award. Depending

upon when the protest is received and the agency's review, the City may or may not delay the contract award.

3. Post-award Protest is received after award of a contract. A Post-award Protest must be submitted to the City following the content and submission procedures specified herein within five (5) working days of the date the protester learned or should have learned of the basis of appeal.

B. Content and Submission of Protests

Protests must contain the following information:

- Description of the solicitation or contract and number;
- Name of protestor with address, contact individual, phone numbers and email addresses;
- Statement of the grounds for protest; and
- Statement of the proposed relief or remedy.

Protests must be submitted in writing email with hard-copy back-up, USPS, FedEx or other package delivery service, via facsimile copy, or hand-delivered to:

City of Redondo Beach
Community Services Department
Cameron Harding, Director
1922 Artesia Blvd.
Redondo Beach, CA 90278
FAX: (310) 798-8273
Email: bct@redondo.org

C. Evaluation and Decision on Protest

Upon receipt of a protest, the City of Redondo Beach will review the grounds for the protest and, within five (5) working days provide a written response addressing in detail each substantive issue raised in the protest. A copy of the protest and the City's decision will be transmitted to the protester and to each firm or individual who has received a copy of the RFP or solicitation. The Director of the Community Services Department for the City of Redondo Beach is the responsible official for evaluation of protests and has the authority to make the final determination in matters of protest. With the exception of a reconsideration as noted below, the decision of the City of Redondo Beach will be final.

Should material information become available subsequent to the Community Services Director's decision on a protest or the protester believes that an error has been made of law or regulation, the protester may request reconsideration of that decision by formal notice to the Community Services Director within five (5) working days of the date of the original protest decision.

2.8.5. Public Records Act

The RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code 6250 *et seq.*) unless exempt by law.

SECTION 3 PROPOSAL REQUIREMENTS

3.1. QUALIFICATIONS OF PROPOSER

The proposer who is hired to perform this study project will be expected to ensure compliance with all Federal, State and regional planning and study requirements. In addition, the selected proposer will be required to meet periodically with City staff, prepare required monthly progress reports, report information regarding the completion of all tasks in the work program, submit required work products by the required delivery dates and maintain records, accounts and books as necessary.

In addition to those requirements stated above, a successful proposer should possess the following qualifications and/or experience:

- Experience in the analysis and development of community fixed route services;
- Hands-on experience with the operation and management of community fixed route systems similar to Beach Cities Transit;
- Development of annual transit operating and capital improvement budgets;
- Experience or knowledge of innovative transportation solutions and programs;
- Familiarity with available transit vehicle manufacturers, configurations, options and tradeoffs;
- Skillful presentation of information to groups and committees;
- Knowledge of Federal Transit Administration regulations;
- Knowledge of the Transportation Development Act and farebox recovery ratio requirements;
- Be an Equal Opportunity Employer; and
- Provide the certification of eligibility that your firm has not been debarred or suspended from providing services paid for by the federal government prior to award (see Form E).

3.2. FORM OF PROPOSAL

Proposal content and completeness are most important. Although no page limitation will be imposed, clarity, organization and economy of language are essential and will be considered in assessing the proposer's capabilities. Each proposal shall include:

A. PROPOSAL CHECKLIST

A proposal checklist is included as Form A. The checklist shall be signed and returned as part of the proposal.

B. TRANSMITTAL LETTER

A transmittal letter signed by an official authorized to solicit business and enter into agreements for the firm. The transmittal letter should include the name, address,

telephone and fax of a contact person. You may use your own format for the transmittal letter.

C. TITLE PAGE

The title page should show the RFP title, the name of the proposer's firm, name of a contact person, a local address, telephone number and the date.

D. OVERVIEW AND SUMMARY

This section should clearly convey that the proposer understands the nature of the work and the general approach to be taken. It should include, but not be limited to, the following:

- A description of the work required.
- A discussion of the purpose of the project.
- A summary of proposed approach.
- The assumptions made in selecting the approach.

E. DETAILED WORK PLAN AND SCHEDULE

- Present the tasks that you will carry out to satisfy the requirements of this RFP, including a discussion of how you will conduct each task of the project, identification of deliverables and a preliminary schedule. The description of the proposed approach to performing the project should fully discuss the tasks in sufficient detail to demonstrate a clear understanding of the project. The schedule should show the expected sequence of tasks, subtasks and important milestones. The selected proposer, in consultation with the City of Redondo Beach, will develop a detailed work plan and final schedule.
- A detailed staffing plan for each task and subtask of the work. Identify all staff by name and the specific tasks for which the individual will be responsible. Include a roster of key personnel and a description of consultant's approach to managing resources and ensuring quality results. Also include a description of subcontractors, if any, and their role and specific tasks.
- Indicate who will act as project manager and describe the approach to managing the project that will ensure completion within budget and schedule. Also indicate expected role of City staff including time requirements of staff to aid in the completion of the project.

F. QUALIFICATIONS, EXPERIENCE AND REFERENCES

- This section should include one-page resumes for each staff person assigned to the project, summarizing the individual's training and experience relevant to the work. Resumes should also be provided for principals and key personnel of subcontractors proposed to provide work on this project. More extensive resumes may be submitted as attachments to your proposal.
- Include office locations where work would be performed and, if multiple offices will be used, describe the work to be done at each location.
- Provide a one page description of any previous projects similar to the services requested, indicating the project title, timing, budget, sponsoring

agency, agency project manager and roles of individuals used in those projects. Include the name of the contact person, agency for whom the work was performed, telephone and fax numbers and the year in which the work was completed. References may be checked for all of the short-listed candidates.

- List any present activities and job commitments of your firm and any subcontractors and for the named principal consultants on this project, including an indication of availability to pursue completion of the work tasks as described in the scope of work.

G. SUBCONTRACTOR UTILIZATION PLAN

For each anticipated subcontract, complete and include Form F, Proposed Subcontractor Participation, which provides:

- Subcontractor's name, address, and telephone number including the name, title and telephone number of the contact person.
- DBE category, if applicable.
- Describe the role of each subcontractor in the performance of the Transit Service Study, which tasks they will be involved in and in what capacity.
- Estimated value of subcontract.
- The following signed and dated certification statement: "I certify that each subcontractor has been notified that it has been listed in this proposal and that each subcontractor has consented, in writing, to its name being submitted for this RFP. Additionally, I certify that I shall notify each subcontractor in writing if the award is granted to my firm, and I will make all documentation available to the City of Redondo Beach upon request."

H. PROJECT COST

This section shall include a full description of the expected expenditure of funds for the project as described in the RFP and the Consultant's proposal. The proposed cost shall utilize Form G, Proposal Cost Form, and shall include, but not be limited to, a summary of project cost by task and a line item budget by task and subtask (including billing rates for each named staff).

The line item budget by task and sub-task should present a breakdown of hours and expenses by subtask showing both key personnel and work descriptions, including work performed by subcontractors. It should indicate which personnel would be involved in each task including their estimated time and billing rate. It should also include the estimated time allotted for each task and subtask. The line item budget should also break down as appropriate any associated direct costs, overhead, fee, project management or other expenditures associated with the completion of this project.

Note that both the Work Plan required in Section E above and the line item budget require identification of the staff hours and resources which will be expended in performing each task in the Consultant's proposal. The City understands, however, that these work plans and task budgets must be somewhat flexible to accommodate

interrelationships between tasks and the realities of carrying out a consulting project of this type. However, the not-to-exceed total project cost will not be flexible.

SECTION 4 PROJECT DESCRIPTION AND DELIVERABLES

4.1 PROJECT BUDGET

This study is being funded through Proposition A Local Return Funds, The City of Redondo Beach has budgeted a maximum of Two Hundred Fifty Thousand dollars (\$250,000) to complete this study.

Although the professional service agreement which will be executed for this study may be amended for follow-up work if additional planning and design is desired by the City, proposers should not anticipate that occurrence. All work is to be completed within the agreed-upon cost for this project. Section 5, Sample Agreement, contains the text of the Professional Service Agreement which will be executed by the successful Proposer.

4.2 SCOPE OF WORK

The City has elected not to prescribe the tasks to be carried out by the selected consultant. Instead, Offerors are expected to develop and describe a coherent and comprehensive program of work that achieves the objectives of this study in an efficient, insightful and thorough manner. The described scope of work will be a material element in the evaluation of the submitted proposals.

Within the work program, however, the City expects a high degree of interaction between the consulting staff and City management and staff, regular progress reporting, and in-person reviews of work progress and products, including, at a minimum:

- Monthly Progress Reports – On a monthly basis, generally coincident with submission of the Consultant's invoice, Consultant shall provide City with a narrative description of the work undertaken by task, comparison to the proposed scope of work, assessment of actual work against proposed schedule, and identification of any issues that are affecting or could impact successful completion of the study as proposed. The Consultant's project manager shall be available upon reasonable notice for a virtual meeting with the City's Transit Manager to review monthly progress reports.
- In-Person Study Reviews – At the inception of the study, at least quarterly, and in conjunction with submission of TSS Reports 1, 2 and 3 and the Draft Final Report, Consultant's project manager and principal staff shall meet in person with City's Transit Manager and staff to review the study progress, findings, and draft recommendations. In some instances, video-conferencing may be used in lieu of incurring travel costs for some consulting staff.
- Council Study Sessions – Following submission of the Draft Final Report, Consultant shall present the study process, findings and recommendations to the Redondo Beach City Council at three (3) Study Sessions during the course of this project to elicit their input. These presentations are presently envisioned as occurring following the submission of TSS Report 2, TSS Report 3, and the Draft

Final Report. For each Study Session, the Consultant will prepare a presentation in Microsoft PowerPoint to summarize the submitted report(s) and will work cooperatively with City staff to review and refine this presentation prior to its use.

4.3 DELIVERABLES

TSS Report 1: Current Service Review and Futures Analysis

This report will present and summarize the results of the Consultant's review of current Beach Cities Transit services and their analysis of short and long-range future issues and developments as they will impact the need for and delivery of public transit services in the BCT service area. Future analysis may include baseline data and data projections, such as market analysis, demographics and trip generations, as required by the FTA Title VI requirements.

TSS Report 2: Short and Long Range Service Plans

This report will detail recommended short-range service plans and long-range service options based on the findings presented in TSS Report 1. The short-range service plan recommendations will focus on changes to be implemented within three to five years of the project's completion, including but not limited to immediate service changes related to the LAX APM and Metro AMC projects, while long-range planning will focus on a planning horizon of from 5 to 15 years from project completion. It is expected that service planning will fully comply with Federal Title VI requirements.

TSS Report 3: Infrastructure and Strategic Planning

This report will address the infrastructure – vehicles, facilities, administrative and operational staffing and support capabilities – that will be needed to achieve the short- and long-range transit service recommendations and, within projected fiscal resources, provide a strategic direction for their implementation that complements the City's Public Participation Plan, in accordance with the FTA Title VI requirements.

One section of this report will address the acquisition and implementation of Zero Emission Buses (ZEB) and associated infrastructure in sufficient detail to satisfy the Roll-Out Plan requirements of the California Air Resources Board's Innovative Clean Transit Rule.

A second section of this report will detail the requirements for a new transit operations and maintenance facility of adequate size, amenities, utilities and support structure to accommodate BCT for the foreseeable long-range future. This facility will house the BCT transit management contractor and their operations and, if appropriate, City Transit staff. It is anticipated that a comprehensive Facility Design Study will be initiated following completion of this Transit Services Study.

Other content which is anticipated to be covered in this TSS Report 3 would include, but not be limited to:

- a financial plan for implementation of the short- and long-range recommendations;
- a capital acquisition plan for Zero Emission Buses and other capital improvements;

- a coordinated implementation plan for both short- and long-range service recommendations, facilities, and transit related infrastructure; and
- a description of follow-on or additional planning or design assistance that is beyond the scope of the current contract or required to implement the recommendations of this contract.

Draft Transit Service Study Final Report

Upon the review and acceptance by the City of TSS Report 3, the Consultants shall prepare a Draft Transit Service Study Final Report which combines the three interim reports along with an Executive Summary and overall financial plan, and stakeholder engagement and outreach summary report detailing the public participation process.

Final Transit Service Study Report

A Final Transit Service Study Report shall be finalized and presented to the City within 30 days of the Consultant's receipt of City's acceptance of a Draft Final Report with any revisions, corrections, additions and changes specified by the City.

4.4 PROJECT TIMELINE

It is anticipated that a contract will be awarded on or about January 18, 2022, in response to this RFP and that Notice to Proceed will be issued shortly thereafter. To support the City's annual budgeting process and the timely implementation of study recommendations, the draft final report must be submitted to the City for review no later than November 1, 2022. The following are the City's due dates for submission of the specified deliverables:

<u>Report</u>	<u>Due Date to City</u>
TSS Report 1	April 30, 2022
TSS Report 2	June 30, 2022
TSS Report 3	September 1, 2022
Draft Final Report	November 1, 2022
Final Report	January 31, 2023

City staff expects to work closely with the selected Consultant and their staff to provide available documents and operating data, arrange meetings and provide contact with adjacent transit agencies and other agencies, and generally to expedite local interface to meet the proposed study timeline.

SECTION 5 SAMPLE AGREEMENT

5.1 STANDARD TERMS AND CONDITIONS

Following the award of a contract pursuant to this Request for Proposals, City and Contractor shall enter into the written Professional Services Agreement, the text of which follows.

Note that any objections, changes, modifications or exceptions to this Contract shall be stated in Offeror's proposal in order to be considered by City.

5.2 SAMPLE AGREEMENT LANGUAGE

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.

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this ____ day of _____, 2022.

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: _____

SECTION 6 REQUIRED FORMS

Form A: Proposal Checklist
Form B: Proposal Questionnaire
Form C: Addenda Acknowledgement
Form D: References
Form E: Certificate of Debarment
Form F: Proposed Subcontractor Participation
Form G: Proposal Cost Form

Note that copies of these forms in Microsoft Word and Excel are posted on the BCT website at www.beachcitiestransit.org

**FORM A
PROPOSAL CHECKLIST**

FIRM: _____

Address: _____

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REQUIRED FORMS

Form A: Proposal Checklist

Form B: Proposal Questionnaire

Form C: Addenda Acknowledgement

Form D: References

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Form F: Proposed Subcontractor Participation

Form G: Proposal Cost Form

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SIGNED TRANSMITTAL LETTER

☐

TITLE PAGE

☐

OVERVIEW AND SUMMARY

☐

DETAILED WORK PLAN AND SCHEDULE

☐

QUALIFICATIONS, EXPERIENCE AND REFERENCES

Authorized Signature: _____

Printed Name: _____ **Title:** _____

FORM B

**CITY OF REDONDO BEACH
COMMUNITY SERVICES DEPARTMENT**

**REQUEST FOR PROPOSALS # 2122-005
BEACH CITIES TRANSIT SERVICES STUDY**

PROPOSAL QUESTIONNAIRE

1. Name of Organization: _____

2. Organization is a: (circle one)

Corporation / Partnership / Association / Sole Proprietorship
3. Organization is a Disadvantaged Business Enterprise (DBE) (Complete and submit the Proposed Disadvantaged Business Enterprise (DBE) Participation form, if applicable):

Yes _____ No _____
4. Organization's Principal Address and Telephone Number:

5. Organization's Authorized Representative:

Name: _____

Title: _____

Telephone Number: _____

Email: _____

Proposal Questionnaire – Page 2

6. How many years has your business been established? _____

How many years has your business been under your present name? _____

How many years under former names? (List each name and number of years)

7. How many years has your business been providing transportation consulting services? _____

8. What other types of services does your business provide? _____

9. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, name parent company, its principals and their addresses):

10. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past five years?

Yes _____ or No _____

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

11. Is Proposer aware of any real, potential, or perceived conflict of interest which would or could result should a contract be awarded to their firm? ____ Yes ____ No

If Yes, please explain: _____

Proposal Questionnaire – Page 3

12. City of Redondo Beach Business License Number: _____
[If not current license holder, Business License will be required before initiation of services.]

13. Provide an organization chart for your overall organization and as proposed for this project. For this project, indicate position titles and full-time equivalent personnel proposed in each position. "Full time equivalent" is 2,000 annual labor hours. Organization chart attached?

Yes _____ or No _____

The undersigned, being cognizant of the pages, documents, and attachments contained herein, agrees to provide the City of Redondo Beach with the services described in the Request for Proposals. All cost proposals are certified to be firm for a period of 120 days from the deadline for proposal submission, Thursday, December 2, 2021.

Respectfully submitted,

Name of Company

Address City State Zip Code

By (Signature) Printed Name

Title

Telephone Number

Date

FORM C
BCT TRANSIT SERVICES STUDY RFP #2122-005
ADDENDA ACKNOWLEDGEMENT

CONTRACTOR NAME: _____

CONTRACTOR hereby acknowledges that it has received and read the following Addenda:

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

**FORM D
REFERENCES**

Proposer's Name _____

Please list a minimum of four references of governmental agencies for whom similar consulting services were provided, if available.

Reference 1

AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

DATE CONSULTING ENGAGEMENT COMPLETED: _____

TOTAL DOLLAR AMOUNT OF ENGAGEMENT: \$ _____

DESCRIPTION OF SERVICES PROVIDED:

Reference 2

AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

DATE CONSULTING ENGAGEMENT COMPLETED: _____

TOTAL DOLLAR AMOUNT OF ENGAGEMENT: \$ _____

DESCRIPTION OF SERVICES PROVIDED:

Reference 3

AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

DATE CONSULTING ENGAGEMENT COMPLETED: _____

TOTAL DOLLAR AMOUNT OF ENGAGEMENT: \$_____

DESCRIPTION OF SERVICES PROVIDED:

Reference 4

AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

DATE CONSULTING ENGAGEMENT COMPLETED: _____

TOTAL DOLLAR AMOUNT OF ENGAGEMENT: \$_____

DESCRIPTION OF SERVICES PROVIDED:

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

The Primary Participant _____ (Name of CONTRACTOR)
certified to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not, within a three year period preceding this proposal, been convicted, or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for default.

If the primary participant is unable to certify to any of the Statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT, _____ (Name of CONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQUA ARE APPLICABLE THERETO.

Signature of Authorized Official _____ Title _____

The undersigned chief legal counsel (or corporate secretary) for the _____ hereby certifies that the _____ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Secretary _____ Date _____

FORM F
PROPOSED SUBCONTRACTOR PARTICIPATION

☐

No Subcontractors are proposed to be used in the performance of this contract.

The bidder is or intends to utilize the following contractor on this project. Signature of participating subcontractor is confirmation of willingness to participate on this project.

Company _____

Address _____

City, ST, ZIP _____

Phone Number _____

Fax Number _____

Contact Name & Title _____

Contact Email _____

Is firm a qualified DBE or WBE firm? No _____ Yes _____ DBE Category: _____

DBE Certifying Agency _____

Description of work to be performed by Subcontractor _____

Total dollar value of participation _____

Signature of participating DBE _____

Proposer Certification:

I certify that each subcontractor has been notified that it has been listed in this proposal and that each subcontractor has consented, in writing, to its name being submitted for this project. Additionally, I certify that I shall notify each subcontractor in writing if the award is granted to my firm, and I will make all subcontractor documentation available to the City of Redondo Beach upon request.

Proposing Firm Signature: _____

[Use additional copies of Form F for additional subcontractors.]

City of Redondo Beach, California
Beach Cities Transit – Transit Services Study

Attachment 1
BCT Operating Statistics, FY 2016-2021

	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
Line 102 Regular Service Hours	13,056	13,041	12,980	12,928	12,923	12,496
Line 102 Tripper Service Hours	713	780	750	768	580	258
Total 102 Hours	13,769	13,821	13,730	13,696	13,503	12,754
Total Revenue Miles	141,411	141,884	140,995	141,589	138,181	130,540
Total Boardings	190,370	179,210	182,324	179,435	135,191	74,092
Line 109 Service Hours	20,343	20,290	20,265	20,252	18,881	17,351
Revenue Miles	246,906	246,219	245,884	247,515	227,764	208,289
Boardings	200,993	190,068	179,020	173,983	143,404	87,239
102 and 109 Service Hours	34,112	34,111	33,995	33,948	32,384	30,105
Line 102 and 109 Revenue Miles	388,317	388,103	386,879	389,104	365,945	338,829
Line 102 and 109 Boardings	391,363	369,278	361,344	353,418	278,595	161,331
	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
WAVE Revenue Service Hours	6,877	6,432.0	6,731	6,864	6,253	5,838
Revenue Miles	69,851	60,579.0	61,662	61,701	48,456	27,309
WAVE Boardings	15,909	13,834.0	14,201	13,669	10,317	4,845