

**CITY OF REDONDO BEACH
CALIFORNIA**

REQUEST FOR PROPOSAL



**BEACH CITIES TRANSIT
COMPREHENSIVE OPERATIONAL ANALYSIS
FIXED ROUTE SERVICE**

**RFP Issue Date: September 23, 2010
Proposals Due: October 15, 2010**

**Harbor, Business, and Transit Department
415 Diamond Street
Redondo Beach, CA 90277**

**BEACH CITIES TRANSIT
FIXED ROUTE SERVICE ANALYSIS
REQUEST FOR PROPOSAL**

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**CITY OF REDONDO BEACH, CALIFORNIA
BEACH CITIES TRANSIT
COMPREHENSIVE OPERATIONAL ANALYSIS
FIXED ROUTE SERVICE**

NOTICE OF REQUEST FOR PROPOSAL # 1011-008

The City of Redondo Beach (City) is requesting proposals for an analysis of the fixed route transit services operated by the City as Beach Cities Transit (BCT).

Proposals in response to this Request for Proposal (RFP) are due no later than 3:00 p.m. on Friday, October 15, 2010 to:

Joyce Rooney, Transit Operations & Transportation Facilities Manager
City of Redondo Beach
Harbor, Business & Transit Department
415 Diamond Street, Door H
Redondo Beach, California 90277

Proposals must be complete, sealed, and marked “**Fixed Route Service Analysis, RFP #1011-008.**” The proposer’s name, address and telephone shall be marked on the outside. The proposer must submit an original proposal and four (4) copies (five in total).

The RFP must be mailed or delivered to the above address prior to the closing date and time. Late proposals will not be accepted and will be returned unopened.

An optional pre-proposal conference will be held for this solicitation on September 30, 2010, beginning at 1:30 p.m. in the following location:

Pre-Proposal Conference: 1:30 p.m.
Thursday, September 30, 2010
Redondo Beach City Hall
Administrative Conference Room (Door H)
415 Diamond Street, Redondo Beach CA

Questions regarding any part of this RFP must be submitted in writing via fax or email to Joyce Rooney, Transit Operations and Transportation Facilities Manager, at FAX: (310) 937-6621 or by email to coarfp@redondo.org no later than October 1, 2010.

Requests for clarification shall include the prospective proposer’s name, mailing address, telephone number, fax number and email address. Responses to questions received will be provided as RFP addendums to all prospective proposers.

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.

COMPLIANCE WITH FEDERAL CONTRACTING CLAUSES

As a recipient of Federal Transit Administration (FTA) transit funds, all contracts and agreements entered into by the City related to the transit program must include the applicable contracting clauses as set forth in Appendix A of the FTA Best Practices Procurement Manual. The selected Proposer must be able to agree to the required clauses which will be listed in the professional services agreement for this project. The following extracted clauses, at a minimum, will apply to this contract.

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 City requests which would cause City to be in violation of the FTA terms and conditions.

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

No Obligation by the Federal Government

(1) 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 of Redondo Beach, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the SUBCONTRACTOR who will be subject to its provisions.

Fly America Requirements - The CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their CONTRACTORS are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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.

Clean Water - The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq* . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Air - The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq* . The CONTRACTOR agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, CFR, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 6%. A separate contract goal has not been established for this procurement.

b. The CONTRACTOR 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 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 City deems appropriate. Each subcontract the CONTRACTOR signs with a SUBCONTRACTOR must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The CONTRACTOR will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. 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 within 30 days after incremental acceptance of the SUBCONTRACTOR's work by the City and CONTRACTOR's receipt of the partial retainage payment related to the SUBCONTRACTOR's work.

e. The CONTRACTOR must promptly notify the City, whenever a DBE SUBCONTRACTOR performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE SUBCONTRACTOR to perform at least the same amount of work. The CONTRACTOR may not terminate any DBE SUBCONTRACTOR

and perform that work through its own forces or those of an affiliate without prior written consent of the City.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the CONTRACTOR agrees to provide the City of Redondo Beach, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO CONTRACTOR access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, CONTRACTOR agrees to provide the City of Redondo Beach, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

3. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 CONTRACTOR agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Program Fraud and False or Fraudulent Statements or Related Acts

(1) 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.

(2) 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

(3) 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.

Suspension and Debarment - This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

Civil Rights - The following requirements apply to the underlying contract:

a) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(i) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, 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.

(ii) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 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.

(iii) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement

the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(iv) The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Breaches And Dispute Resolution –

a) Disputes. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CITY. This decision shall be final and conclusive unless within [ten (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.

b) Performance During Dispute. Unless otherwise directed by CITY, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

c) 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 his employees, agents or others for whose acts he 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.

d) 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.

e) 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.

Section 1: Instructions and General Conditions

1. BACKGROUND AND PURPOSE OF THE STUDY

From 1987 to 2004 the City of Redondo Beach operated general public demand responsive paratransit services within Redondo Beach and Hermosa Beach under the service name "WAVE Dial-A-Ride." In 2005, Redondo Beach initiated general public fixed route transit services under the name "Beach Cities Transit" (BCT) and modified the WAVE Dial-A-Ride to serve only senior and disabled residents of the two cities. The City is a member agency of Access Services, Inc., which provides ADA complementary paratransit in Los Angeles County.

BCT initially consisted of two fixed routes, Lines 102 and 104, operating respectively northward and southward from the Redondo Beach Pier. Line 109 was added in 2005, assuming a portion of a discontinued Metro route. Line 109 is partially funded by the Cities of Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo. See the BCT service map and brochure, Appendix E. The transportation operations and services have been provided by private transportation service contractors, and the City provides the transit vehicles, and operation and maintenance facilities at no charge to the contractor. The fixed route service currently operates using 10 vehicles and 3 spares, all fueled by CNG. The majority of vehicles are fueled at the City's Public Works yard at 531 N. Gertruda Avenue, and BCT Line 109 vehicles are also fueled at LAX City Bus Center.

On January 1, 2010, the management and operation of BCT transitioned to a new transit management firm, Transportation Concepts. After completing eight months of operations under the new management, issues have been identified regarding the timing and schedules of the three BCT fixed routes, provision of adequate recovery time and breaks, on-time performance, fuel times, and vehicle load capacity.

Plans and specification designs are near completion and construction is set to begin in calendar year 2011 on the South Bay Regional Intermodal Transit Center which will replace the present facility located at the South Bay Galleria. The new transit center will be located at 1521 Kingsdale Avenue, directly adjacent to the BCT maintenance facility. The new Transit Center will be served by Metro [Routes 40, 210, 211, 710, and 740], Torrance Transit [Routes T2 and T8], Gardena Bus Lines [Route G3] and the Lawndale Beat. BCT Lines do not directly serve the existing transit center at the Galleria, or the planned transit center under the current routing.

Considering the above background information, this study is intended to assess the present BCT services, develop alternatives to present operations, and provide recommendations that will improve the effectiveness and efficiency of the BCT services. Specific areas to be evaluated include, at a minimum:

- Route alignments, including major stops, transfer points to adjacent services, terminus points and layover locations;
- Route schedules, with particular attention to schedule adherence, headways, recovery times, employee breaks and fueling, farebox recovery, and ridership patterns for each Line;
- Provision of direct BCT service to the new South Bay Regional Intermodal calendar year when it becomes operational in 2012;
- Assess the present vehicle capacity and configuration of the BCT fleet and recommend future fleet capacities and vehicle types to meet expected service requirements in the most efficient and cost-effective manner;

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- Demographic information and input from BCT passengers on service use, trip purpose, and solicit suggestions for service improvements and changes; and
- Suggestion on BCT service improvements from community stakeholders, including but not limited to the Chamber of Commerce, Senior Center, and nearby South Bay cities.

The consultant shall commence the project upon City Council approval and complete the project in its entirety by April 30, 2011.

2. SCOPE OF WORK AND BUDGET

This study is being funded through Proposition A Local Return funds, however, as a Federal Fund recipient, the City and its contractors must be in compliance with all Federal contracting requirements. The City has budgeted up to thirty thousand dollars (\$30,000) to complete this study. All work is to be completed within the agreed-upon cost for this project. Please find a copy of a sample professional service agreement in Appendix B.

3. 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 status reports to be included with the invoice package, 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;
- Direct experience with the operation and management of community fixed route systems similar to BCT;
- Experience with customer service and various survey methodology;
- Direct experience with route development and scheduling;
- 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, and options;
- 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 Appendix "D").

Any proposer must be able to agree to the required federal clauses listed above in the section titled COMPLIANCE WITH FEDERAL CONTRACTING CLAUSES.

4. FORM OF PROPOSAL

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

A. PROPOSAL CHECKLIST

A proposal checklist is included in Appendix 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 shall include the name, address, telephone and fax and email address 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; and
- The assumptions made in selecting the approach.

E. DETAILED WORK PLAN AND SCHEDULE

- 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, 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 approach to managing the project to 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 must include one-page resumes for each staff person assigned to the project, summarizing the individual's education, and training, and experience relevant to the work. Resumes are also required for principals and key personnel of subcontractors proposed to provide work on this project.

- Include office location where work would be performed.
- Provide a one-page description of any previous projects similar to the services requested, indicating the project title, length of time to complete the project, budget, sponsoring agency, agency project manager and roles of individuals used in those projects. Include the name of the agency and contact person for whom the work was performed, telephone and fax numbers and the year in which the work was completed. References may be checked for one or more of the short-listed candidates.
- List any present activities and job commitments, including an indication of availability to pursue completion of the work tasks as described in the scope of work.

G. PROJECT COST (PRICE)

This section shall include a full description of the expected expenditure of funds for the project as described in the RFP. The proposed cost 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).

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

H. CERTIFICATION OF ELIGIBILITY – SEE APPENDIX “D”

5. PROPOSAL SUBMISSION

Proposals in response to this RFP are due no later than 3:00 p.m. on Friday, October 15, 2010 to:

Joyce Rooney, Transit Operations & Transportation Facilities Manager
City of Redondo Beach
Harbor, Business & Transit Department
415 Diamond Street
Redondo Beach, California 90277

Proposals must be complete, sealed, and marked “**Fixed Route Service Analysis RFP #1011-008.**” The proposer's name, address and telephone shall be marked on the outside. The proposer must submit an original proposal and four (4) copies (five in total).

Proposers may not submit a fax, prototypes or video proposal. All accepted proposals become the property of the City of Redondo Beach and will be treated as confidential until award of a

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contract by the Redondo Beach City Council, at which time submitted proposals will become public documents with the exception of any pages marked as containing proprietary information.

6. EVALUATION AND SELECTION PROCESS

A panel will evaluate responsive proposals based on the following criteria:

Evaluation Criteria	Up To:
Experience Qualifications and previous experience of the consultant, and subconsultants, if any, 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 Methodology and resources proposed to perform the work described in this RFP. Approach to conducting and completing the project on schedule, including project management; FTA compliance is mandatory.	35%
Cost Cost per deliverable and total project cost	25%
Financial Viability, References	10%
Total	100%

After the panel's initial evaluation of the proposals, if necessary, interviews may be held with the top ranked proposers. Each interview will be no more than 60-minutes, with the consultant's presentation limited to 20 minutes. The City reserves the right to accept or reject any or all proposals received for any nondiscriminatory reason. 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 during the week of October 25, 2010.

The tentative RFP schedule is:

RFP Schedule

September 21, 2010	City Council reviews and approves RFP
September 23, 2010	RFP issued
September 30, 2010	Voluntary pre-proposal conference
October 1, 2010	Deadline to submit written questions
October 7, 2010	Addenda and answers to questions distributed
October 15, 2010	Proposals due
October 20-28, 2010	Evaluation and interviews conducted
November 9, 2010	City Council awards contract
November 17, 2010	Contract period begins

7. GENERAL CONDITIONS

A. 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.

B. 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.

C. 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 60-days from the required submission date for proposals.

D. DISPUTES

A proposer may object to a provision of the RFP on the grounds that it is biased, unduly restrictive or arbitrary or to the selection of a particular consultant on the grounds that City procedures, the provision of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting their objection in writing to:

Gwendolyn Parker
Harbor, Business & Transit Director
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

Protests must be submitted:

- No later than one week prior to the date proposals are due, for objections to RFP provisions, or;
- Within three (3) working days after the date on which the contract award is authorized or the date the proposer is notified that it was not selected, whichever is later, for objections to consultant selection.

Any and all information regarding a protest will be subject to disclosure to representatives of the Federal Transit Administration. Any proposer who has submitted a protest to the City must receive written acknowledgement and response from the City's Harbor, Business & Transit Director prior to submitting a protest to the FTA in accordance with FTA Circular 4220.1D

E. 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 2: Proposed Scope of Work

The following outlines the Scope of Work to achieve the desired purpose of this study. Proposers may make recommendations to modify and augment this work plan in the proposal to achieve the City's desired outcome for this project.

Task 1: Analyze and Assess Current BCT Lines and Services

1. Objective: Establish a baseline assessment of the current BCT fixed routes and services.
2. Approach: The Consultant shall conduct a line-by-line analysis of the BCT fixed route system, analyzing ridership and performance by line, by stops, and by weekday/Saturday and Sunday. The analysis shall include the performance of an origin-destination survey as well as other survey methodologies. The analysis shall assess the performance of the current route alignments as well as on-time performance of the current timetables. Special attention is directed to the issues of schedule adherence, headways, recovery time, fuel time allowance, employee breaks and availability of bathroom facilities.

Consultant shall also review the performance of the BCT system with regard to the farebox recovery requirements of the Transportation Development Act.

Consultant's analysis should be informed by a general familiarity with Redondo Beach, and the South Bay cities, including neighborhood characteristics, land-use patterns, location of activity centers, route interrelationships, traffic conditions and development trends as they relate to BCT ridership.

The City will provide the Consultant with NTD-based statistics on ridership by stop, time of day, and weekday/Saturday/Sunday by line. Additionally, the Consultant will be provided access to all operating records from January 1, 2010, to present. Operating statistics will be provided by the City. Consultant shall utilize City-provided data to the extent possible to minimize duplication in data collection efforts (Appendix C).

3. Product or Outcome: Assessment report summarizing the performance of the BCT fixed routes and overall system.

Task 2: Identify and Assess Opportunities for the Development of Future Service

1. Objective: This task is intended to provide direction for the improvement of BCT service by identifying destinations that might be served by BCT and improved transfer connections to other local and regional transit services.
2. Approach: Consultant will identify and assess opportunities for providing improved BCT service connections to local destinations and other transit services, to include the new South Bay Regional Intermodal Transit Center to be opened in calendar year 2012, and extension of the Green Line Metro Rail service beyond the Marine Avenue Station further into the South Bay.
3. Product or Outcome: Findings and recommendations for service modifications and changes to realize identified opportunities to be incorporated into Task 5, Recommendations for BCT Improvement.

Task 3: Conduct Passenger Use/Satisfaction Survey

1. Objective: To elicit the input of BCT fixed route passengers regarding their satisfaction with BCT services and suggestions for improvement.
2. Approach: Consultant will be responsible for drafting, producing, administering and tabulating a survey of BCT passengers regarding their satisfaction with current services and suggestions for service and system improvements. The recommended survey approach (self-administered and/or administered) shall be specified with the advantages/disadvantages of the selected approach identified in the proposal. The City shall review and approve the survey approach and questions prior to their use.
3. Product or Outcome: The survey will result in findings and suggestions tabulated by Line and for the system as a whole. These results will be presented with Task 5, Recommendations for BCT Improvement.

Task 4: BCT Vehicle Fleet Analysis

1. Objective: To provide direction for BCT's acquisition of future service vehicles and equipment so as to promote system operating efficiency while maximizing service performance and rider comfort.
2. Approach: The Consultant will assess the current BCT fleet composition with regard to average loading, peak loading, wheelchair usage, and other factors in order to recommend future fleet needs, including any optional vehicle equipment or features, from the perspective of operating efficiency, performance and rider satisfaction. For the recommended vehicle(s) and any optional equipment, Consultant shall provide estimated FY 2012 year acquisition costs.

Note that the BCT/WAVE fleet is entirely clean-fuel compressed natural gas (CNG). It is the City's present intent that all future transit vehicles be CNG-fueled.

3. Product or Outcome: Recommended BCT fleet composition by vehicle type, capacity configuration, and manufacturer.

Task 5: Recommendations for BCT Improvement

1. Objective: Informed by the preceding tasks, this task will provide the City with a program of recommendations for improvements to and development of the BCT Lines and system.
2. Approach: This task will pull together the findings and recommendations of this study into an organized program of changes and modifications which can be expected to improve current BCT services and direct the development of future BCT services to provide a higher level of service quality, improved access and connectivity to high-demand local destinations, better coordination with adjacent local and regional transit services, and growth of ridership on BCT.

The Consultant will assist the City in the scheduling and presentation of a public meeting to provide an overview of the recommended changes to BCT services and to elicit public input regarding those recommendations. Consultant will be responsible for the preparation of a PowerPoint presentation providing an overview of the study recommendations for use in this

public meeting and, with appropriate updates, any subsequent presentations regarding the study.

Following the conduct of this public meeting, Consultant will provide a summary of the input, comments and suggestions made in the meeting and will consult with the City and revise the draft final report as appropriate to the comments and suggestions received at the public meeting.

3. Product or Outcome: This task is to result in a draft final report, summarizing the analysis performed, findings made, and recommendations resulting from all preceding work on this project. The draft final report shall include operating and capital costs associated with the recommendations being presented, including consideration of any vehicle revenue hour implications related to route and schedule changes.

The draft final report will be provided to the City in ten (10) bound copies plus one unbound copy for local reproduction. In addition, the Consultant shall provide an executive summary of the draft final report not to exceed five (5) pages in length and a PowerPoint presentation providing an overview of the project and its recommendations.

Following City review and comment, the Consultant will prepare a final report of the project and provide that report to the City in ten (10) bound copies plus one unbound copy for local reproduction along with an executive summary and a revised PowerPoint presentation.

Project Timeframe

It is anticipated that a contract will be awarded on or about November 2, 2010. The draft final report must be submitted to the City for review no later than March 15, 2011.

**Appendix A
PROPOSAL CHECKLIST**

FIRM: _____

Address: _____

- ☐ **PROPOSAL CHECKLIST**
- ☐ **SIGNED TRANSMITTAL LETTER**
- ☐ **TITLE PAGE**
- ☐ **OVERVIEW AND SUMMARY**
- ☐ **DETAILED WORK PLAN AND SCHEDULE**
- ☐ **QUALIFICATIONS, EXPERIENCE AND REFERENCES**
- ☐ **PROJECT COST (PRICE)**
- ☐ **FTA COMPLIANCE FORMS AND CERTIFICATION OF ELIGIBILITY (Appendix “D”)**

Authorized Signature: _____

Printed Name: _____ **Title:** _____

Appendix B

STANDARD PROFESSIONAL SERVICE AGREEMENT

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND _____**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach ("City") and _____, a _____ ("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 Consultant, 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. Consultant 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 Consultant in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

- 1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant 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. Consultant 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 Consultant's sole responsibility.
- 2. Brokers. Consultant acknowledges, represents and warrants that Consultant 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, Consultant 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 Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant 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 Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant 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 Consultant, 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 Consultant. City shall furnish Consultant, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.

6. Records. Consultant, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, 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 Consultant'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. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant 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 Consultant on a fair and equitable basis. A written change order providing for such compensation for extra work shall be negotiated between the City and Consultant and executed by Consultant and the appropriate City official.

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

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant 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 Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant 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. Consultant acknowledges, represents and warrants that Consultant 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 Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant 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 Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of termination by City, Consultant 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 Consultant for this Agreement prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant'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 Consultant 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. Consultant 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 Consultant's breach of this Agreement. Consultant may terminate this Agreement upon default by the City which is not cured within 30 days following written notice to the City stating the basis of such default.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant 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. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant 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 fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and its officers, employees, elected and appointed officials, and volunteers from and against any and all claims, demands, causes of action, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages, expenses, costs (including without limitation attorneys' fees and costs and expert witness fees), judgments, penalties, and liens of every nature arising or claimed to arise, directly or indirectly, out of Consultant's negligence, recklessness, or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage caused by the sole negligent acts or willful misconduct of the City. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
15. Insurance. See Exhibit "D." Insurance requirements set forth in Exhibit "D" 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. Consultant 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, non-discrimination laws and prevailing wage laws.
18. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant 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 Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant 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 Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant 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 Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant 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 Consultant 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 instrument 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 Consultant.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant 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.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Consultant 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 Consultant 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. Consultant 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, Consultant warrants as follows: Consultant 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 Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Federal Funding. In the event any portion of the consideration to be paid to Consultant shall be derived from federal sources, Consultant shall comply with all federal nondiscrimination regulations, which are herein incorporated by reference and made a part of this Contract.
34. 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.
35. 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 Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, 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 Consultant.

36. 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 _____, 2010.

CITY OF REDONDO BEACH

[CONSULTANT]

Mayor

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED:

City Attorney's Office

Risk Manager

ATTEST:

City Clerk

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

EXHIBIT "B"

SCHEDULE FOR COMPLETION

[Check one of the following:]

___ Project shall be completed by the following date: _____

___ Project shall be completed in phases as follows [attach additional sheets if necessary]:

___ Other [attach additional sheets if necessary]: _____

EXHIBIT "C"

COMPENSATION

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below [check applicable boxes]. Invoices, if required, must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City; Consultant may be required to provide back-up material upon request.

A. Amount

___ Fixed Fee of \$ ____.

___ Consultant's costs plus fixed fee (attach cost schedule).

___ Consultant's reasonable costs plus fixed fee.

___ Hourly rate of \$ ____.

___ Hourly rate of \$ ____ plus the cost of Consultant's materials.

___ Attached Fee Schedule

___ In no event shall the total cost exceed \$ without prior written approval from the City Manager, City Engineer, Director of Planning or Harbor Director, as applicable.

___ Other [attach additional sheets if necessary]:

B. Schedule for Payment

___ Full payment by _____, provided that the work has been completed to the City's reasonable satisfaction.

___ 30 days after completion of services to the City's reasonable satisfaction.

___ [Specify number:] ___ monthly installments of equal amounts, provided that work is proceeding to the City's reasonable satisfaction.

____ Monthly in arrears based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that payments by City shall not exceed the proportion of the phase or task completed, and payment for each phase or task shall not exceed the following amount: \$_____ [none unless specified].

____ Monthly in arrears based upon task completed to City's satisfaction. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that payment for each task shall not exceed the following amount: \$ [none unless specified].

____ Quarterly installments of equal amounts, provided that work is proceeding to the City's reasonable satisfaction

____ Quarterly in arrears based upon the time spent during the previous quarter for which an invoice shall be submitted. City agrees to pay Consultant within thirty (30) days of receipt of quarterly invoices; provided, however, that payments by City shall not exceed the proportion of the phase or task completed, and payment for each phase or task shall not exceed the following amount: \$ [none unless specified].

____ End of phases [attach additional sheets if necessary]: _____

____ Other [attach additional sheets if necessary]: _____

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS (GENERAL)

Without limiting Consultant's indemnification obligations under this Agreement, Consultant 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 Consultant, 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

Consultant shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.

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 Consultant 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 are to be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

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

For any claims related to this project, the Consultant'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 Consultant'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 Consultant's part.

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

Consultant 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

Consultant 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.

AUTOMOBILE LIABILITY ENDORSEMENT

CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH, CA 90277

POLICY INFORMATION

Insurance Company _____ Policy Number _____

Policy Term (From) _____ (To) _____ Endorsement Effective Date _____

Named Insured _____

Address of Named Insured _____

Limit of Liability any One Occurrence/Aggregate \$ _____ / _____

Deductible or Self-Insured Retention (None unless otherwise specified): _____

Coverage equivalent to Commercial Auto form CA 0001, Code 1 ("any auto") on endorsement CA 0025:

Yes ___ No ___

POLICY AMENDMENTS

1. WHO IS AN INSURED (Section II) is amended to include as an insured the City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.

INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

(Name/Department)

(Company)

(Address)

(City/State/Zip)

(Phone)

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

Signature - Authorized Representative / Title

Organization

Address/Telephone

Date

GENERAL LIABILITY ENDORSEMENT
CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH, CA 90277

POLICY INFORMATION

Insurance Company _____ Policy Number _____
Policy Term (From) _____ (To) _____ Endorsement Effective Date _____
Named Insured _____
Address of Named Insured _____
Limit of Liability any One Occurrence/Aggregate \$ _____ / _____
General Liability Aggregate Applies Separately to This Project/Location: Yes _____ No _____
Deductible or Self-Insured Retention (None unless otherwise specified): _____
Coverage is equivalent to Commercial General Liability occurrence form CG 0001: Yes _____ No _____

POLICY AMENDMENTS

1. WHO IS AN INSURED (Section II) is amended to include as an insured the City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.

INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

(Name/Department)

(Company)

(Address)

(City/State/Zip)

(Phone)

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

Signature - Authorized Representative / Title

Organization

Address/Telephone

Date

Appendix C
BCT NTD OPERATING AND PERFORMANCE DATA
ACTUAL FY 2009-10

Appendix C
BCT Actual NTD Operating and Performance Data
FY 2009-10

NTD Totals FY 09-10

TOTAL SYSTEM - Fixed Route

PROJECT NAME: BEACH CITIES TRANSIT

	JULY-SEPT	OCT-DEC	JAN-MAR	APR-JUN	TOTAL
SERVICES SUPPLIED					
1. NUMBER OF VEHICLES IN OPERATION	10.00	10.00	10.00	10.00	10.00
2. TOTAL VEHICLE MILES	108,990.00	107,210.00	102,752.00	109,341.00	428,293.00
3. TOTAL VEHICLE HOURS	8,898.31	8,676.21	8,355.18	8,991.70	34,921.40
4. TOTAL VEHICLE REVENUE MILES	101,100.00	98,767.00	94,862.00	100,600.00	395,329.00
5. TOTAL VEHICLE REVENUE HOURS	8,429.47	8,365.84	7,908.41	8,458.30	33,162.02
SERVICES CONSUMED					
6. UNLINKED PASSENGER TRIPS	101,443	98,271	94,047	93,935	387,696
7. PASSENGER MILES					
OPERATING EXPENSES					
8. VEHICLE OPERATIONS	\$ 292,239.04	\$ 298,812.51	\$ 290,002.75	\$ 308,926.24	\$ 1,189,980.53
9. VEHICLE MAINTENANCE	\$ 63,567.21	\$ 63,087.37	\$ 62,910.25	\$ 67,284.23	\$ 256,849.06
10. NON-VEHICLE MAINTENANCE	\$ 1,105.47	\$ 1,097.12	\$ 1,094.04	\$ 1,170.11	\$ 4,466.74
11. GENERAL ADMINISTRATION	\$ 86,903.10	\$ 111,385.68	\$ 117,154.87	\$ 91,736.29	\$ 407,179.94
12. TOTAL OPERATING EXPENSES	\$ 443,814.81	\$ 474,382.68	\$ 471,161.91	\$ 469,116.87	\$ 1,858,476.27
13. ELIGIBLE CAPITAL EXPENSES	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 30,000.00
14. TOTAL FAREBOX REVENUE	\$ 74,624.40	\$ 72,551.67	\$ 73,622.97	\$ 72,023.68	\$ 292,822.72
15. TOTAL NET EXPENSES	\$ 376,690.41	\$ 409,331.01	\$ 405,038.94	\$ 404,593.19	\$ 1,595,653.55
QUALITY OF SERVICE					
16. % ON TIME PERFORMANCE	99.87%	99.95%	88.85%	88.91%	94.39%
17. % MISSED TRIPS (F.R. ONLY)	0.18%	0.08%	0.00%	0.11%	0.09%
18. % NO SHOWS (D.A.R. ONLY)					
19. TOTAL ROADCALLS	5	1	2	4	12
20. TOTAL ACCIDENTS	0	0	1	0	1

Appendix C
BCT Actual NTD Operating and Performance Data
FY 2009-10

NTD Totals FY 09-10					
Fixed Route 102 Statistics					
PROJECT NAME: BEACH CITIES TRANSIT					
	JULY-SEPT	OCT-DEC	JAN-MAR	APR-JUN	TOTAL
SERVICES SUPPLIED					
1. NUMBER OF VEHICLES IN OPERATION	5.00	5.00	5.00	5.00	5.00
2. TOTAL VEHICLE MILES	30,644.00	30,550.00	31,160.00	32,835.00	125,189.00
3. TOTAL VEHICLE HOURS	2,858.26	2,867.30	2,827.10	3,034.60	11,587.26
4. TOTAL VEHICLE REVENUE MILES	27,465.00	26,809.00	27,528.00	28,823.00	110,625.00
5. TOTAL VEHICLE REVENUE HOURS	2,637.98	2,677.68	2,543.36	2,793.49	10,652.51
SERVICES CONSUMED					
6. UNLINKED PASSENGER TRIPS	41,285	45,438	46,658	45,428	178,809
7. PASSENGER MILES					
OPERATING EXPENSES					
8. VEHICLE OPERATIONS	\$ 92,015.00	\$ 92,618.65	\$ 99,054.99	\$ 98,822.15	\$ 382,510.78
9. VEHICLE MAINTENANCE	\$ 19,893.16	\$ 20,192.54	\$ 20,232.07	\$ 22,221.60	\$ 82,539.37
10. NON-VEHICLE MAINTENANCE	\$ 345.95	\$ 351.16	\$ 351.85	\$ 386.45	\$ 1,435.40
11. GENERAL ADMINISTRATION	\$ 30,426.09	\$ 39,567.59	\$ 41,718.68	\$ 8,931.54	\$ 120,643.89
12. TOTAL OPERATING EXPENSES	\$ 142,680.19	\$ 152,729.94	\$ 161,357.58	\$ 167,642.57	\$ 624,410.28
13. ELIGIBLE CAPITAL EXPENSES	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 15,000.00
14. TOTAL FAREBOX REVENUE	\$ 28,795.99	\$ 30,131.81	\$ 32,240.75	\$ 29,930.02	\$ 121,098.56
15. TOTAL NET EXPENSES	\$ 117,634.21	\$ 126,348.12	\$ 132,866.83	\$ 141,462.55	\$ 518,311.72
QUALITY OF SERVICE					
16. % ON TIME PERFORMANCE	99.76%	99.89%	83.96%	86.76%	92.59%
17. % MISSED TRIPS (F.R. ONLY)	0.37%	0.17%	0.00%	0.08%	0.15%
18. % NO SHOWS (D.A.R. ONLY)					
19. TOTAL ROADCALLS	0	0	0	0	0
20. TOTAL ACCIDENTS	0	0	0	0	0

Appendix C
BCT Actual NTD Operating and Performance Data
FY 2009-10

NTD Totals FY 09-10					
Fixed Route 104 Statistics					
PROJECT NAME: BEACH CITIES TRANSIT					
	JULY-SEPT	OCT-DEC	JAN-MAR	APR-JUN	TOTAL
SERVICES SUPPLIED					
1. NUMBER OF VEHICLES IN OPERATION	1.00	1.00	1.00	1.00	1.00
2. TOTAL VEHICLE MILES	12,016.00	11,580.00	10,833.00	11,683.00	46,112.00
3. TOTAL VEHICLE HOURS	856.80	835.60	776.92	844.07	3,313.39
4. TOTAL VEHICLE REVENUE MILES	11,681.00	11,183.00	10,527.00	11,310.00	44,701.00
5. TOTAL VEHICLE REVENUE HOURS	824.00	789.87	764.39	813.46	3,191.72
SERVICES CONSUMED					
6. UNLINKED PASSENGER TRIPS	3,507	3,732	3,681	3,622	14,542
7. PASSENGER MILES					
OPERATING EXPENSES					
8. VEHICLE OPERATIONS	\$ 25,415.30	\$ 24,834.16	\$ 26,412.74	\$ 27,952.49	\$ 104,614.69
9. VEHICLE MAINTENANCE	\$ 6,213.85	\$ 5,956.48	\$ 6,080.61	\$ 6,470.85	\$ 24,721.80
10. NON-VEHICLE MAINTENANCE	\$ 108.06	\$ 103.59	\$ 105.75	\$ 112.53	\$ 429.92
11. GENERAL ADMINISTRATION	\$ 8,629.68	\$ 10,992.49	\$ 11,626.12	\$ 12,792.86	\$ 44,041.14
12. TOTAL OPERATING EXPENSES	\$ 40,366.89	\$ 41,886.72	\$ 44,225.21	\$ 47,328.74	\$ 173,807.56
13. ELIGIBLE CAPITAL EXPENSES	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 3,000.00
14. TOTAL FAREBOX REVENUE	\$ 2,928.00	\$ 3,781.67	\$ 3,628.76	\$ 3,238.46	\$ 13,576.89
15. TOTAL NET EXPENSES	\$ 38,188.90	\$ 38,855.05	\$ 41,346.45	\$ 44,840.27	\$ 163,230.67
QUALITY OF SERVICE					
16. % ON TIME PERFORMANCE	99.94%	100.00%	94.93%	91.65%	96.63%
17. % MISSED TRIPS (F.R. ONLY)	0.06%	0.00%	0.00%	0.00%	0.01%
18. % NO SHOWS (D.A.R. ONLY)					
19. TOTAL ROADCALLS	0	0	0	0	0
20. TOTAL ACCIDENTS	0	0	0	0	0

Appendix C
BCT Actual NTD Operating and Performance Data
FY 2009-10

NTD Totals FY 09-10					
Fixed Route 109 Statistics					
PROJECT NAME: BEACH CITIES TRANSIT					
	JUL-SEPT	OCT-DEC	JAN-MAR	APR-JUN	TOTAL
SERVICES SUPPLIED					
1. NUMBER OF VEHICLES IN OPERATION	4.00	4.00	4.00	4.00	4.00
2. TOTAL VEHICLE MILES	66,330.00	65,080.00	60,759.00	64,823.00	256,992.00
3. TOTAL VEHICLE HOURS	5,183.25	4,973.31	4,751.16	5,113.03	20,020.75
4. TOTAL VEHICLE REVENUE MILES	61,954.00	60,775.00	56,807.00	60,467.00	240,003.00
5. TOTAL VEHICLE REVENUE HOURS	4,967.49	4,898.29	4,600.66	4,851.35	19,317.79
SERVICES CONSUMED					
6. UNLINKED PASSENGER TRIPS	56,651	49,101	43,708	44,885	194,345
7. PASSENGER MILES					
OPERATING EXPENSES					
8. VEHICLE OPERATIONS	\$ 174,808.74	\$ 181,359.70	\$ 164,535.03	\$ 182,151.59	\$ 702,855.06
9. VEHICLE MAINTENANCE	\$ 37,460.20	\$ 36,938.35	\$ 36,597.57	\$ 38,591.77	\$ 149,587.89
10. NON-VEHICLE MAINTENANCE	\$ 651.45	\$ 642.38	\$ 636.45	\$ 671.13	\$ 2,601.41
11. GENERAL ADMINISTRATION	\$ 47,847.33	\$ 60,825.60	\$ 63,810.07	\$ 70,011.90	\$ 242,494.90
12. TOTAL OPERATING EXPENSES	\$ 260,767.72	\$ 279,766.03	\$ 265,579.12	\$ 291,426.39	\$ 1,097,539.26
13. ELIGIBLE CAPITAL EXPENSES	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00
14. TOTAL FAREBOX REVENUE	\$ 42,900.42	\$ 38,638.19	\$ 37,753.47	\$ 38,855.20	\$ 158,147.27
15. TOTAL NET EXPENSES	\$ 220,867.31	\$ 244,127.84	\$ 230,825.65	\$ 255,571.20	\$ 951,391.99
QUALITY OF SERVICE					
16. % ON TIME PERFORMANCE	99.89%	99.96%	87.65%	88.32%	93.95%
17. % MISSED TRIPS (F.R. ONLY)	0.11%	0.04%	0.00%	0.16%	0.08%
18. % NO SHOWS (D.A.R. ONLY)					
19. TOTAL ROADCALLS	5	1	2	4	12
20. TOTAL ACCIDENTS	0	0	1	0	1

Appendix D

FEDERAL TRANSIT ADMINISTRATION REQUIREMENT CERTIFICATIONS AND CERTIFICATION OF ELIGIBILITY

The CONTRACTOR certifies that the materials/supplies offered in this procurement comply with all FTA Requirements and Regulations incorporated in the RFP on pages 3 through 7 and listed below:

- ☐ 1. Incorporation of Federal Transit Administration (FTA) Terms & Regulatory Compliance
- ☐ 2. Federal Changes
- ☐ 3. No Government Obligation To Third Parties
- ☐ 4. Fly America Requirements
- ☐ 5. Energy Conservation
- ☐ 6. Clean Water
- ☐ 7. Clean Air
- ☐ 8. Disadvantaged Business Enterprises
- ☐ 9. Byrd Anti-Lobbying Amendment
- ☐ 10. Access to Records
- ☐ 11. Program Fraud and False or Fraudulent Statements or Related Acts
- ☐ 12. Suspension and Debarment
- ☐ 13. Civil Rights
- ☐ 14. Breaches And Dispute Resolution

The CONTRACTOR hereby certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standard Provisions.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Appendix E

BEACH CITIES TRANSIT BROCHURE

Brochure may be downloaded from the Beach Cities Transit Webpage at:

www.beachcitiestransit.org