

NOTICE OF REQUEST FOR PROPOSALS (RFP)



The City of Avalon is soliciting proposals from interested parties to provide the turn-key management and operation of the City's Avalon Community Transit and Dial-A-Ride services, together referred to as "Avalon Transit."

Avalon Transit services have been sponsored by the City of Avalon since the 1980's. The management and operation of these services has not been subject to a competitive procurement since before 2000.

During the 2014-15 reporting year Avalon Transit provided 63,857 Community Bus fixed route trips and approximately 14,400 Dial-A-Ride trips, for a system total of 78,257 annual passenger trips. At peak, the Community Bus operates a total of two vehicles and the Dial-A-Ride will operate up to two vehicles depending on demand. The Community Bus operates one 4-mile route within the city limits of Avalon with either one or two vehicles, varying by season and whether a cruise ship is scheduled. The Dial-A-Ride will operate both the Access Avalon complementary ADA paratransit service and an immediate-request Dial-A-Ride service for seniors and non-ADA disabled individuals on a space available basis.

The City is requesting proposals that will address the management and operations of the Avalon Transit system for up to the next six years and 10 months, as follows:

Base Term of thirty-four months, from June 1, 2016 through March 31, 2019;

Option Term 1 of two (2) years, from April 1, 2019 through March 31, 2021; and

Option Term 2 of two (2) years, from April 1, 2021 through March 31, 2023.

Note that the City on October 7, 2015, released a previous Request for Proposals for Management and Operation of Avalon Transit with proposals due on November 20, 2015. The City received no compliant or competitive proposals in response to this prior RFP. See Section I, Re-Procurement, for a summary of the changes made to this RFP.

Proposal documents may be obtained at the Avalon City Hall, 410 Avalon Canyon Rd., Avalon CA 90704. The deadline for submitting proposals is 3:00pm Friday, February 19, 2016. **An optional pre-proposal conference will be held on Thursday, January 28 at 1:30 pm in the City Hall Council Chambers, 410 Avalon Canyon Rd., Avalon, California.**

Please direct all comments or questions to Audra McDonald, Administrative Analyst, City of Avalon, P.O. Box 707, Avalon, California, 90704, or audra@cityofavalon.com.

By: _____
Denise Radde, Interim City Manager

**REQUEST FOR PROPOSALS
MANAGEMENT AND OPERATION
OF THE AVALON TRANSIT SYSTEM**



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ATTACHMENTS

- A Draft Agreement**
- B Operating & Financial Data and Performance Indicators**
- C Summary of Present Hourly Employee Positions, Wage Ranges and Benefits**
- D Projected Avalon Community Transit Service Schedule**
- E Projected Avalon Dial-A-Ride Service Schedule**

DOCUMENTS POSTED TO CITY WEBSITE

[<http://www.cityofavalon.com>, click on link to “RFP for Avalon Transit Program”]

- 1 Required Forms [In Word or Excel]**
- 2 Specifications for New Ebus Vehicles**
- 3 Past 3 Monthly Management Reports**
- 4 Avalon Access Eligibility Application**
- 5 Avalon Dial-A-Ride Eligibility Application**
- 6 Avalon Dial-A-Ride User Guide**

REQUEST FOR PROPOSALS MANAGEMENT AND OPERATION OF THE AVALON TRANSIT SYSTEM

I. RE-PROCUREMENT OF SERVICES

The City on October 7, 2015, released a previous Request for Proposals for Management and Operation of Avalon Transit with proposals due on November 20, 2015. The City received no compliant or competitive proposals in response to this prior RFP. After consultation with prospective firms that chose not to submit proposals and review of the RFP requirements, the following changes have been made in the requirements to produce a more competitive environment:

- Revenue Vehicles: The City of Avalon shall provide, maintain, store, and provide fuel for all revenue vehicles required for the operation of Avalon Transit services. See RFP Section VII, Scope of Work, section 2.1;
- Project Manager: The Project Manager responsible for Avalon Transit is not required to be physically located in Avalon on a full-time basis, however, Contractor is required to provide supervision at all times that Avalon Transit services are in operation. See RFP Section VII, Scope of Work, section 3.4;
- Dial-A-Ride Scheduling and Dispatch: The CITY is not requiring that the reservations, scheduling and dispatch functions for Avalon Access and Avalon Dial-A-Ride be located in Avalon if the Contractor can provide CITY with assurances of seamless and responsive operation of these services from an off-island facility. See RFP Section VII, Scope of Work, section 3.16;
- Publicly Accessible Office Space: If needed to ensure convenient public access the CITY will work with the Contractor as needed to make available accessible office space for Avalon Transit activities such as in-take of eligibility applications or interviews. See Section VII, Scope of Work, section 2.7; and
- Optional Pre-Proposal Conference: The pre-proposal conference on January 28 is optional and attendance is not required in order to submit a proposal.

II. DESCRIPTION OF THE PROJECT

A. Project Overview

Avalon is situated on the easterly portion of Catalina Island, 22 miles south/southwest of the Los Angeles Harbor breakwater. Avalon is a little over 2 2/3 square miles in size. The island itself is 76 square miles in area, 85% of which is in a conservancy area to be maintained in its natural state in perpetuity. The picturesque and leisurely seaport village of Avalon has a permanent population of around 4,000, with an annual visitor count of close to one million. Catalina Island is part of Los Angeles County and its public transportation program is coordinated through the LACMTA ["Metro"] and its policies.

The Avalon Transit services, which were initiated by the City in the 1980's, are intended to provide a basic level of mobility to the 4,000 permanent residents of Avalon as well

as circulation to the visitor population, which can total up to 25,000 on summer season weekends.

During the 2014/2015 reporting year, current Avalon Transit services provided 63,857 one-way passenger trips on the Avalon Community Transit fixed route and approximately 14,400 passenger trips on the Dial-A-Ride service for seniors 60+ and persons with disabilities. The City also sponsors a subsidized taxi service for full-time residents, called Avalon Rapid Transit, which is not part of this procurement. Since the 1990's these services have been managed and operated by Catalina Transportation Services, Inc. Attachment B contains Avalon Transit operating and financial data for the past three years.

The City finances the Avalon Transit system through TDA Article 8, Los Angeles County Proposition A, Proposition C and Measure R Local Return funding, Proposition A Discretionary funding and passenger fare revenues. The City does not presently receive any Federal transit funding for these services.

With this procurement, Avalon Transit services will be reorganized and revised to improve their reliability and function for resident and visitor transportation as well as to ensure compliance with the Americans with Disabilities Act. It should be noted that details of the new services such as names and branding of the services is still being finalized and are therefore subject to change.

B. Description of Avalon Transit Services

Avalon Community Transit

Also referred to herein as the "Community Bus" this is a general public fixed route operating over a 4-mile route covering the central portion of Avalon from the Cabrillo Mole to Casino Way and up-valley to the Wrigley Memorial and Botanical Garden. The Community Bus operates 365 days a year with one or two vehicles in service depending on season and cruise ship schedules. The expected operating hours are as follows for Period 1 of the contract:

:

Summer Season [June 17 – Sep 5, 2016]

Sunday 8:00am – 6:00pm

Monday - Thursday 7:00am – 6:00pm

Friday 7:00am – 7:00pm

Saturday 8:00am – 7:00pm

Off Season: [June 1 – June 16 and Sep 6, 2016 – March 31, 2017]

Sunday 8:00am – 5:00pm

Monday - Thursday 7:00am – 6:00pm

Friday 7:00am – 7:00pm

Saturday 8:00am – 7:00pm

The Community Bus service will be operated using three (3) new E buses which are being purchased by the City of Avalon. The City will provide public service vehicle stickers and licenses for these buses, a parking location with charging systems, electrical power for charging, and maintenance will be done by the City Public Works Department. The Contractor will be responsible for vehicle servicing and cleaning. Detailed requirements and responsibilities are set forth in Section VII, Scope of Work.

Avalon Dial-A-Ride

Under the contract solicited pursuant to this RFP, it is intended that the Avalon Dial-A-Ride will operate two services:

- Avalon Access which will be an ADA complementary paratransit service in full-compliance with requirements of the Americans with Disabilities Act for such services. As detailed Section IV of this RFP, Avalon Access will accept requests for service up to three days in advance and no less than one day prior to the day of service. Avalon Access will provide origin to destination service within central Avalon, not including Pebbly Beach and Hamilton Cove.
- Avalon Dial-A-Ride will provide immediate-request demand responsive service to registered seniors 65+ and disabled individuals on a space-available basis throughout the City of Avalon, and to Pebbly Beach and Hamilton Cove.

Both the Avalon Access and Dial-A-Ride services will operate the same days and hours as the Avalon Community Transit fixed route service. One or two vehicles will be operated depending on season and the level of demand for service.

Avalon Access and Dial-A-Ride services will be operated using two (2) new Class D Low-Floor Minivans which are being purchased by the City of Avalon. The City will provide public service vehicle stickers and licenses for these buses, a parking location, gasoline fuel, and maintenance will be done by the City Public Works Department. The Contractor will be responsible for vehicle servicing and cleaning. Detailed requirements and responsibilities are set forth in Section VII, Scope of Work.

General

The Contractor will also be required to staff a transit information office, sell transit ticket books or passes as developed by the City, and process applications for ADA paratransit eligibility and Dial-A-Ride eligibility according to policies defined by the City.

The Avalon City Council is the policy making body for the Avalon Transit system. Overall administration, planning, monitoring and marketing of the system is vested in the Administrative Department with day-to-day administration directed by Audra McDonald, Administrative Analyst.

Since the inception of Avalon's public transit program, the City has utilized the services of an independent management and operations contractor to provide full "turn-key" management and operation of the system. The City provides only policy direction,

general supervision and monitoring of services, service and system planning, marketing support and materials, fare media and, with this new contract, the service vehicles for the Avalon Community Transit fixed route service including their charging and maintenance and the vehicles for operation of the Dial-A-Ride, including their maintenance and fuel. [See Section VII herein for “City Duties and Responsibilities.”]

III. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

The following shall be considered an essential part of this Request for Proposals (“RFP”).

A. General Information

The City of Avalon, California, referred to as “CITY” herein, is requesting proposals for the management and operation of the Avalon Transit system, which operates the Avalon Community Transit fixed route and Avalon Dial-A-Ride services. For purposes of this RFP, independent contractors interested in submitting proposals are referred to as “Contractor” or “OFFEROR.”

The term of this Agreement will be for a Base Term of thirty-four (34) months from June 1, 2016 through March 31, 2019, plus two Option Terms of two (2) years each, for a total possible contract term of six (6) years and 10 months. The Option Terms shall be exercisable in the CITY’s sole discretion. The successful Contractor to whom an award is made will be required to enter into a Professional Services Agreement (“PSA”) with CITY substantially similar to the Draft Agreement provided here as Attachment A. Contractors must identify in their proposal any concerns or objections with any of the terms contained in the attached PSA, and shall propose alternative language for consideration in their proposal. Any concerns or objections not raised as part of the proposal shall be considered waived by the Contractor. If the CITY is unable to negotiate a final contract with terms and conditions acceptable to the CITY with the successful OFFEROR, the CITY reserves the right to award the contract to another OFFEROR. As used herein, the term “agreement”, “contract” or AGREEMENT, means the PSA to be entered into with the successful Contractor.

Section VII to this RFP is the Scope of Work detailing the services to be provided by the Contractor. All proposals shall be for the complete “turn-key” management and operation of the Avalon Transit system, as specified and in all respects, so that the proposal contemplates and ensures a complete “Turn-Key” system such that nothing remains to be purchased, provided or supplied by CITY, other than as noted within the provisions of this RFP. It is understood by each potential Contractor that this RFP requires, in all cases, all elements of a complete operating system for Avalon Transit.

B. Procurement Schedule

The schedule and description of events for this procurement are given below.

<u>Date</u>	<u>Activity</u>
January 20, 2016	Issue Request for Proposal
Thursday, January 28	Optional Pre-proposal Meeting @ 1:30pm PST
Tuesday, February 2	Deadline for submitting questions @ 3:00pm PST
Friday, February 5	Final Addenda and Answers Issued
Friday, February 19	Proposals Due @ 3:00 pm PST

Thursday, March 3	Interviews (If Needed)
Wednesday, March 9	Best and Final Offers Due (If Needed)
Tuesday, April 5, 2016	Selection recommendation made to City Council and Contract awarded
June 1, 2016	Start of Services

The indicated dates, including start-up date, are subject to change at the sole discretion of the CITY.

C. Optional Pre-Proposal Conference and Submission of Questions

An optional pre-proposal conference will be held on Thursday, January 28, 2016 beginning at 1:30 pm PST in the City Hall Council Chambers, 410 Avalon Canyon Rd., Avalon California, for the purpose of reviewing the contract requirements and receiving questions and comments pertaining to this RFP.

The pre-proposal conference is optional and attendance is not required in order to submit a proposal. Prospective proposers should be aware of the unique nature of the Avalon Transit service program and of the business environment on Catalina.

Questions and comments may also be submitted to Audra McDonald, Administrative Analyst, City of Avalon, by mail to Post Office Box 707, Avalon, California 90704, by email to audra1@cityofavalon.com or by facsimile copy to 310-510-2608. Telephone questions and comments will not be accepted. All questions must be received no later than 3:00 pm PDT on Tuesday, February 2, 2016.

In the event that questions and/or comments are received, a CITY response will be sent to all parties in the form of an addendum (or addenda) to this RFP no later than Friday, February 5, 2016.

D. RFP Addenda

Any changes to the RFP requirements will be made by written addendum. Addenda will be emailed, with confirmation of receipt, or mailed to Contractors at the addresses provided by Contractors. All addenda must be specifically acknowledged in Contractor’s proposal using Form C, Addenda Acknowledgement. Failure to acknowledge receipt of addenda may cause the proposal to be considered non-responsive and rejected.

E. Verbal Agreement or Conversation

No prior or current verbal conversations or agreements with any officer, agent, or employee of the CITY shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

F. Required Submittal Information

Each Contractor must submit one (1) signed original and six (6) copies of the complete proposal in sealed package marked "Avalon Transit Service RFP" and the name of the Contractor. Proposal submissions shall be in 3-ring binders and pages must be numbered sequentially.

Please note that proposals are limited to a total of seventy-five (75) single-sided, letter-sized sheets using a typeface no smaller than 11 point. The seventy-five (75) pages shall include all text pages, tables, figures, exhibits, divider and cover pages, but shall not include required proposal forms, appendices and attachments to the proposal. Proposers are warned against placing material information in appendices and/or attachments.

Proposed costs must be submitted on the COST PROPOSAL FORM provided as Form A and must include all required attachments. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto, and all corrections must be initialed in ink by the person signing the COST PROPOSAL FORM.

Unacceptable conditions, limitations, provisos, or failure to respond to specific instructions or information requested may result in rejection of the proposal.

If the proposal consists of a "prime" contractor and one or more subcontractors, the Contractor shall identify all subcontractors and the areas of their responsibility using Form B, Contractor Contact Information. Notwithstanding the use of subcontractors by the prime Contractor, the CITY will enter into an AGREEMENT only with the prime Contractor who shall be responsible for all services required by the attached AGREEMENT.

By submitting a response to the RFP (proposal), Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction with federal, state, or local department or agency.

Upon award of the contract, all proposals shall be public record except for financial statements submitted under a separate cover with a request for confidentiality, which shall be disclosed only upon order of a court with competent jurisdiction or as otherwise required by the Public Records Act. Specific requests for information regarding this RFP shall be made to Audra McDonald, City Administrative Analyst.

No proposal shall be withdrawn after the deadline for submission of proposals and all proposals shall remain in effect for a minimum of one hundred twenty (120) days after the final proposal submission date.

G. Submission of Proposals

Proposals must be received by the City Clerk's Office of the City of Avalon before 3:00 pm PST on **Friday, February 19, 2016**. Proposals shall be in a sealed package clearly labeled on the outside "Avalon Transit Proposal" and the submitting firm's name.

All proposals either mailed or hand delivered will be received at the following location:

City of Avalon
City Clerk's Office
Avalon Transit Service RFP
P.O. Box 707
410 Avalon Canyon Rd.
Avalon, California 90704

The City will not accept proposals submitted by facsimile copy or electronically.

Please account for the delivery of your proposal to Catalina. Overnight delivery services cannot guarantee typical delivery times on Catalina. Responsibility for submitting the proposal and pricing to the City on or before the above stated time is SOLELY AND STRICTLY that of the Contractor. The City will in no way be responsible for delays in the delivery of the mail or delays caused by any other occurrence. Proposals received after the published deadline will be rejected and returned unopened. The City will not be responsible for premature opening of proposals not properly marked.

H. Screening, Selection, and Award

Screening and selection will take place through the process described below. Contract award will be made to the Contractor which (a) meets REQUIRED QUALIFICATIONS OF CONTRACTOR specified in Part IV of this RFP, and (b) submits the proposal considered most advantageous to CITY based on EVALUATION CRITERIA set forth below.

Negotiations may or may not be conducted with Contractors, therefore, the proposal should include the Contractor's most favorable terms and conditions since selection may be made without discussion with any Contractor.

The screening and selection process shall be as follows:

Step 1. Sealed proposals will be opened and evaluated to determine compliance with REQUIRED QUALIFICATIONS OF CONTRACTOR. Proposals meeting specified requirements will be considered responsive and will be included in Step 2.

Step 2. Responsive proposals will be reviewed and scored by an evaluation panel based on EVALUATION CRITERIA shown in Table 1 of this RFP. Ordinal rankings will be assigned to the evaluations done by each panel member and those rankings combined to indicate a preliminary scoring of the proposals. Based on this initial evaluation, a decision will be made whether to recommend awarding a contract without

further discussion to the Contractor receiving the highest score, or to interview all Contractors within the competitive range.

Step 3. If a decision is made to conduct interviews, Contractors within the competitive range will be interviewed on Thursday, March 3, 2016. The purpose of such interviews will be to obtain additional information or clarification of Contractors' proposals. Contractors will be limited to no more than four (4) representatives, which shall include the proposed Project Manager and the manager to whom this project would report.

Upon completion of such interviews, the CITY reserves the right to request the submission of "Best and Final" offers. The evaluation panel shall review "Best and Final" offers, if requested, and conduct a final evaluation of proposals. The evaluation panel will then recommend one Contractor, based on the results of the final scoring, for approval by the City Council of the City of Avalon. Council approval is expected on or about Tuesday, April 5, 2016.

The CITY reserves the right to withdraw this RFP at any time without prior notice. Further, the CITY reserves the right to modify the RFP schedule described above. . The CITY reserves the right to award all or part of the work contemplated in this RFP.

The CITY also makes no representations that any contract will be awarded to any Contractor responding to this RFP. The CITY expressly reserves the right to reject any and all proposals without indicating any reasons for such rejection(s), to waive any irregularity or informality in any proposal or in the RFP procedure, remedy errors in the RFP, request additional information, approve or reject the use of a particular subcontractor/supplier, and to be the sole judge of the responsiveness of any Contractor and of the suitability of the materials and/or services to be rendered.

Table 1: Proposal Evaluation Criteria

Evaluation Criteria	Weight
<p><u>Experience and Technical Compliance</u></p> <ul style="list-style-type: none"> ▪ Understanding of Avalon Transit requirements and ability to meet performance goals ▪ Demonstrated experience in similar projects ▪ Current/Past References for comparable projects ▪ Dispatch/Scheduling system and procedures ▪ Compliance with technical, administrative and other requirements 	25 pts
<p><u>Staffing & Personnel</u></p> <ul style="list-style-type: none"> ▪ Qualifications and experience of Project Manager, and any other named personnel ▪ Adequacy of wages, benefits and employee incentive program ▪ Employee recruiting/ selection process ▪ Compliance with Drug and Alcohol program requirements ▪ Adequacy of training program and demonstrated safety record 	20 pts
<p><u>Vehicle Maintenance and Servicing</u></p> <ul style="list-style-type: none"> ▪ <u>Maintenance</u>: Proposed oversight and coordination to ensure vehicles are maintained at superior level and to minimize downtime and road calls. ▪ <u>Servicing</u>: Adequacy of proposed program for servicing and cleaning interior and exteriors of Avalon Transit vehicles to meet or exceed required standards. 	15 pts
<p><u>Vehicles, Office and Equipment</u></p> <ul style="list-style-type: none"> ▪ Proposed Dial-A-Ride vehicles if provided by Contractor ▪ Location, amenities and adequacy of proposed office/admin space ▪ Adequacy of computers/software, radios, telephone system, and other equipment 	10 pts
<p><u>Proposed Cost</u></p> <ul style="list-style-type: none"> ▪ Appropriateness and adequacy of proposed operating costs ▪ Proposed Cost relative to other proposals 	20 pts
<p><u>Financial Viability</u></p> <ul style="list-style-type: none"> ▪ Overall financial condition ▪ Ability to meet City contract and insurance requirements 	10 pts
Subtotal, Awarded Points	100 max
Bidding Preference for retention of prior contractor's employees in accordance with California Labor Code, Sec.1070-1074	10%
Total Possible Points	110

I. Exceptions and Alternatives

Contractors may not take exception or make alterations to any requirement of the RFP.

Any proposal that proposes services and equipment that differ from those set forth in this RFP is considered an Alternative Proposal. If an alternative proposal is submitted, it must be submitted as a separate proposal. No such proposal shall be considered unless it satisfies all requirements of this RFP. The CITY expressly reserves the right in its sole discretion to consider such alternate proposals and to award a contract based thereon if determined to be in the CITY'S best interest.

Since the CITY desires to enter into one contract to provide all services, only those proposals to provide all services shall be considered responsive.

J. Contractor's Representations

In submitting a proposal, the Contractor affirms that it is familiar with all requirements of the RFP and has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, equipment, or facilities called for in this RFP; that it has checked the proposal for errors and omissions; that the prices stated are correct and as intended by the Contractor and are a complete statement of its prices for performing the work of furnishing the labor, supplies, materials, equipment or facilities required. The above provisions shall apply equally to any modifications submitted by Contractor in a "Best and Final" offer.

K. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by Contractor in: (1) preparing the proposal in response to this RFP; (2) submitting the proposal to the CITY; (3) negotiating with the CITY on any matter related to this RFP; (4) any other expenses incurred by the Contractor prior to the date of award, if any, of the proposed AGREEMENT.

The CITY shall not, in any event, be liable for any pre-contractual expenses incurred by Contractor. Contractor shall not include any such expenses in the RFP.

L. Compliance with Laws and Requirements

In performance of the services described herein, Contractor shall comply with all applicable Federal, state and local laws and requirements including, but not limited to: Equal Employment Opportunity, the Americans with Disabilities Act, and Drug and Alcohol Testing Requirements.

1. Equal Employment Opportunity

Regarding the performance of this contract, the Contractor shall not discriminate against any employee or applicant for employment based on race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following:

employment, upgrading, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training.

2. Drug-Free Workplace Certification and Drug and Alcohol Testing Requirements
Contractor shall comply with the Drug-Free Workplace Certification Requirements and the Drug and Alcohol Testing Requirements as administered by Caltrans for Federal grant fund recipients.

M. Interpretation

The laws of the State of California shall govern all the rights and duties of the successful Contractor and CITY under the contract entered into pursuant to this RFP.

N. Execution of Agreement

If the Contractor is an individual, he or she shall execute the AGREEMENT personally. If the Contractor is a partnership, the AGREEMENT shall be executed by all partners, or by a managing general partner lawfully empowered to bind the partnership. If the Contractor is a corporation, two officers of the corporation must execute it, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. If the corporate seal is not affixed to the AGREEMENT, or if it is executed by a person other than an officer, there must be attached to the AGREEMENT a certified copy of a resolution of the corporation authorizing such officer or person to execute written agreements for and on behalf of the corporation. If the Contractor is a joint venture, the AGREEMENT must be executed on behalf of each participating firm by officers or other officials who have full and proper authorization to do so.

IV. REQUIRED QUALIFICATIONS OF CONTRACTOR

Proposals for the management and operation of the Avalon Transit system will be evaluated by CITY to determine whether or not they meet the following required qualifications. Proposals which fail to provide documentation responding to all of the required items set out below may be considered non-responsive and may be rejected.

A. Experience

In order to be considered eligible and qualified, Contractor or their proposed Project Manager must have a minimum of three years of experience in the field of providing transportation services similar to those contemplated herein. The Contractor should demonstrate familiarity with the management and operation of ADA complementary paratransit, Dial-A-Ride and community fixed route public transit services, including all related tasks such as vehicle control and dispatch, training, safety, vehicle maintenance, etc. The Contractor must have the capability to provide qualified personnel to manage and operate the system.

Proposals shall document the Contractor's familiarity with and knowledge of ADA complementary paratransit services and ADA requirements or clearly explain how Contractor will secure the technical capabilities to meet the requirements of this RFP.

A statement of qualifications demonstrating the foregoing and listing the Contractor's experience in the public transit field, together with the names, addresses and telephone numbers of at least three other clients, if possible, for whom similar services are being provided, shall be furnished with the proposal using Form E, References. Clients referenced should be located in California, if possible.

B. Organization

The Contractor shall submit a description of the firm's organizational structure, history, legal status (i.e., partnership, corporation, etc.), list of owners and officers, capabilities and experience, and management philosophy. The CITY is particularly interested in the Contractor's approach to managing projects such as Avalon Transit, organizational resources and expertise available, and the primary businesses or range of diversified businesses in which the Contractor's firm is involved.

C. Resource Allocation

Contractor's proposed allocation of contract resources must demonstrate an understanding of scope of work requirements as described in this RFP and attachments thereto as well as the challenges involved in operating in the Catalina economy and business environment. Contractor must submit a detailed budget breakdown on the PROPOSAL FORM.

D. Staffing

Contractor shall at all times be responsible for maintaining appropriate staffing levels, employing sufficient qualified and properly trained personnel to perform the management, administrative, call-taking, scheduling and dispatch, operating and maintenance oversight functions necessary to operate the City's Community Bus and Dial-A-Ride services.

The Contractor must submit a proposed staffing plan and organization chart indicating all management and staff employee positions, the number of full-time equivalent employees at each position (full-time equivalent employee equals 2,000 work hours), and salary and benefit schedules for each employee classification. .

The staffing plan must include the resume of the proposed Project Manager and any other proposed supervisory-level employees showing all relevant education, training and experience. The proposal shall explicitly describe how Avalon Transit services will be supervised and monitored whenever services are being operated.

Contractor should also describe other personnel to the extent that their particular experience, skills and availability will affect the performance of this contract.

Contractor should submit a description of the employee benefits package that will be provided including any incentive or motivational programs.

Contractor should also specifically address any technical resources and staff that will be available to assist their local management at no additional cost to the City.

E. Hiring and Personnel Policies

The Contractor shall use appropriate screening and selection criteria for employing personnel. Criteria shall include California Department of Motor Vehicles (DMV) records, criminal background checks, pre-employment drug screening and physicals of all employees assigned to Avalon Transit. Personnel policies shall help ensure that all employees perform their duties in a safe, legal, courteous and professional manner at all times. Contractor shall submit a copy of its employee handbook with its proposal and the successful Contractor to whom an agreement is awarded shall ensure the CITY has a current copy at all times through the term of this contract.

F. Accounting and Reporting

The Contractor must propose an adequate management information system to implement and maintain data collection, accounting, and reporting requirements as specified in the DRAFT AGREEMENT and Section VII, Scope of Work. Proposal shall include a proposed monthly management report format meeting the requirements of paragraph 3.20.3 of Section VII, Scope of Work.

G. Insurance and Indemnity

The insurance and indemnity requirements applicable to the Contractor to whom award is made are set forth in the DRAFT AGREEMENT attached to this RFP, and are the minimum requirements with which Contractor must comply. Contractor shall include with its proposal an acknowledgment of its ability to obtain and maintain insurance with the limits and in accordance with the terms contained in the DRAFT AGREEMENT.

H. Financial Responsibility

All Contractors shall provide a financial statement for the business entity submitting the proposal, as prepared by a certified public accountant, for its prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate the Contractor possesses adequate financial ability and stability to enable the Contractor to fulfill its obligations in connection with the management and operation of Avalon Transit under the terms of this AGREEMENT. CITY makes no representation that it will be able to maintain the confidentiality of proposers' financial information. A Contractor that submits financial information which it asks to have treated as confidential should submit a statement justifying its treatment as confidential under the California Public Records Act, citing relevant sections of the Act, and label it as a separate exhibit, clearly identified as confidential as a trade secret or otherwise and cross-referenced in the proposal. CITY will not make copies of and will make reasonable efforts to return financial statements to proposers at the end of the RFP process.

As a condition to further participation in the selection process described in Section III, Subsection H, CITY reserves the right to require a Contractor which has deficiencies with respect to CITY's criteria for financial strength and stability to provide financial information regarding one or more principals or guarantors of Contractor, which principals or guarantors, upon approval by CITY, would be required to execute a guaranty of Contractor's obligations upon award of the contract.

I. Reservations, Scheduling & Dispatch Function

Contractor's proposal shall describe and detail how, for both the Avalon Access ADA paratransit and Avalon Dial-A-Ride services, it will handle the reservations, scheduling and dispatch functions, including, but not limited to, trip requests, cancellations and inquiries, and general requests for transit information. All procedures shall be in compliance with the Service Standards set forth herein and pursuant to best industry practices. The proposal shall specify the technology and systems to be used to record, organize and maintain Avalon Access and Dial-A-Ride client records, trip reservations and dispatch records.

Proposals shall also detail the languages that the Contractor's reservations/dispatch center staff will be able to immediately support and how callers using other languages will be accommodated and how quickly such language services will be able to respond.

J. Client Registration

Contractor shall be responsible for the receipt, review, certification and administration of the registration of both Avalon Access and Avalon Dial-A-Ride riders according to policies set forth by the City and described in the Eligibility Applications and Dial-A-Ride User Guide posted to the City's website at www.cityofavalon.com.

K. Equipment

Pursuant to Scope of Work Section 3.14, the Contractor shall provide all equipment other than Community Bus service vehicles, charging equipment and the Dial-A-Ride vehicles to operate the Avalon Transit services. Contractor's proposal shall detail the proposed equipment that will be procured or otherwise provided by Contractor, if selected.

L. Office and Administrative Facility

The successful CONTRACTOR shall be required to secure a suitable office and administrative space sufficient to effectively manage and operate the Avalon Transit system. Contractor's proposal should identify and describe possible facilities and describe the Contractor's plan for public availability in Avalon. Contractor shall disclose in its proposal the legal status of any and all facilities identified in support of its proposal, that is, whether the facility is presently owned or leased by Contractor or whether there is guarantee that the stated facility will be available for Avalon Transit use if Contractor is selected. [See Section VII, Section 2.7 which addresses possible City office and training space.]

M. Vehicle Servicing Program

CONTRACTOR must have the capability to carry out the complete vehicle servicing program specified in Section VII, SCOPE OF WORK, Section 4. The CONTRACTOR must describe in the proposal its vehicle servicing schedule, staffing and procedures.

N. Safety Program

Contractor must have an on-going, comprehensive safety program that shall be documented in the proposal.

O. Screening and Selection Program

Contractor must document the screening and selection program to be used for vehicle operator employees including a proposed substance abuse screening program in accordance with Section VII, SCOPE OF WORK.

P. Training and Retraining Program

Contractors must have a training program that will assure that all personnel will meet satisfactory standards and knowledge for operating the City's Community Bus and Dial-A-Ride services and possess the required licensing and certifications for operation of the provided Avalon Transit vehicles. The training program must be documented in the proposal, and shall explain how replacement personnel to accommodate turnover are to be trained without detriment to Avalon Transit service or the quality of training.

Q. Data Collection and Reporting

Contractor shall describe and detail how it will meet or exceed all data collection, record keeping and reporting requirements specified herein.

R. Transition Plan and Time Schedule

Each Contractor shall submit a transition plan and time schedule setting forth the sequence of events and associated time requirements proposed to be undertaken from the point of contract award through the first full month of system operations under the new AGREEMENT. The time schedule must demonstrate how the transition to the new Contractor on June 1, 2016, will be accomplished with no disruption to regular Avalon Transit services.

V. COST PROPOSAL

Payment for services under the proposed agreement will be made by the CITY on the basis of a fixed monthly rate plus an agreed rate per vehicle revenue hour multiplied by the actual number of vehicle revenue hours operated in Avalon Transit service during the month being invoiced. [Often called a “fixed and variable” costing approach.]

As the CITY intends to hire the successful Contractor for its expertise in the management and operation of these types of public transit services, the “fixed and variable” costing, together with specific performance goals, will encourage increased productivity and more efficient use of Avalon Transit resources.

Vehicle Revenue Hours

All proposals must be based on the following vehicle revenue hour numbers for each period of the thirty-four month base term of the agreement. [Please note that “vehicle revenue hours” are defined in the “Definitions” in Section VII.]

	<u>Annual Vehicle Revenue Hours</u>		
	<u>Period 1</u>	<u>Period 2</u>	<u>Period 3</u>
	<u>[10 months]</u>	<u>[12 months]</u>	<u>[12 months]</u>
Avalon Community Transit	4735	5816	5816
Avalon Dial-A-Ride	<u>4420</u>	<u>5288</u>	<u>5288</u>
Total for Proposal Purposes	9,155	11,104	11,104

The CITY reserves the right to direct the operation of up to either twenty percent (20%) more than or twenty percent (20%) less than these projected Annual Vehicle Revenue Hours without renegotiating the proposed rates with the successful Contractor.

Cost Proposal

Contractor shall complete and submit the Cost Proposal Forms contained herein as RFP Form A. Electronic versions of these forms will be made available to all prospective Proposers.

Compensation in Option Periods

In the event that either or both of the two, two-year option periods are exercised by the CITY, Contractor compensation will be negotiated between the parties, but in no case shall compensation increase from the immediate preceding annual rates, less any Base Term costs for start-up, farebox and other capital purchases, by more than the annual increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the then most recently reported calendar year.

FORM A
AVALON TRANSIT COST PROPOSAL, PAGE 1

Summary of Proposed Costs

Proposer hereby proposes total three-year costs for management and operation of the Avalon Transit services as defined in the Request for Proposals, including any and all addenda, of: [Insert Total Proposed Base Term Cost]

Cost: _____
_____ Dollars [\$_____.00]

OFFEROR'S Representations & Acknowledgement

In submitting a proposal, the OFFEROR affirms that he/she/it is familiar with all requirements of the RFP and has sufficiently informed himself/herself/itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, equipment, or facilities called for in this RFP; that he/she/it has checked the proposal for errors and omissions; that the prices stated are correct and as intended by the OFFEROR.

OFFEROR acknowledges that this is a "turn-key" contract and that the proposed cost amount is for all staff, facilities, vehicles and equipment, supplies and services required for the operation and management of Avalon Transit except for those duties and responsibilities of the CITY specifically identified in the RFP.

This proposal and proposed cost are a firm, fixed offer for a period of one hundred twenty (120) calendar days from the Proposal Due Date of February 19, 2016.

NAME OF PROPOSER FIRM: _____

ADDRESS: _____

NAME OF AUTHORIZED REPRESENTATIVE FOR NEGOTIATIONS: _____

PHONE NUMBER: (____) _____ - _____

AUTHORIZED SIGNATURE: _____

NAME & TITLE OF SIGNER: _____

DATE: _____

AVALON TRANSIT COST PROPOSAL
Page Two

Re-Proposal

Proposer's Name: _____

PROPOSED BASE PERIOD COST FORMULA

This table auto-fills from Hourly and Fixed Cost Tables. Do not overwrite formulas.

COST FORMULA	Period One [10 Months]	Period Two [12 Months]	Period Three [12 Months]
1. Cost per VRH	\$0.00	\$0.00	\$0.00
2. Monthly Fixed Cost	\$0.00	\$0.00	\$0.00
Projected Annual VRH	9,155	11,104	11,104
3. Annual VRH Cost	\$0	\$0	\$0
4. Annual Fixed Costs	\$0	\$0	\$0
TOTAL COST (3+4)	\$0	\$0	\$0

This Cost Proposal Form is to be used to submit the proposed contractor's firm cost proposal for all work described in the RFP and Scope of Work. The detailed Cost Breakdowns of the Cost Proposal Form should be consistent with proposed Cost Per Vehicle Revenue Hour and Monthly Fixed Costs.

PROPOSED VEHICLE REVENUE HOUR COSTS

TOTAL COSTS BY CATEGORY	Period One [10 Months]	Period Two [12 Months]	Period Three [12 Months]
Driver Wages			
Driver Fringe Benefits			
Vehicle Servicing			
Servicing Supplies			
Other(specify)			
TOTAL VRH COSTS	\$0.00	\$0.00	\$0.00

AVALON TRANSIT COST PROPOSAL
Page Three

Re-Proposal

Proposer's Name: _____

PROPOSED FIXED COSTS

(Note: Costs shown are to be the total fixed costs by category)

MONTHLY FIXED COST BREAKDOWN	Period One [10 Months]	Period Two [12 Months]	Period Three [12 Months]
Project Manager Salary			
Project Manager Fringe			
Operation Supervisor Salary			
Operation Supervisor Fringe			
Dispatch Staff Wages			
Dispatch Staff Fringe			
Vehicle Servicing Wages			
Vehicle Servicing Fringe			
Other Wages (Specify Position)			
Other Fringe (Specify Position)			
Hiring/Training			
Safety			
Uniforms			
Non-Revenue Vehicles			
Facility Lease/Rent Costs			
Admin Vehicle Parking (1)			
Janitorial			
Telephone			
Utilities			
Office Supplies			
Business License/ Taxes			
Accounting			
INSURANCE			
General Liability			
Automobile Liability			
Collision/Comprehensive			
Workers Compensation			
Computer Hardware			
Computer Software			
Radio System Capital Costs			
Farebox Capital Costs			
Other (Specify):			
Start Up Costs			
Overhead			
Management Fee/Profit			
TOTAL FIXED COSTS	\$0	\$0	\$0

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

(1) Admin Veh Parking: Current rate is \$110 per space per month.

VI. PROTESTS

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

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.

- 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 within five (5) days of the date specified for the City's Final Addenda and Answers to be issued. Depending upon when the protest is received and the CITY's review, the City may or may not delay the bid opening or proposal due date.
- 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 protest. 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.
- 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. A Post-award Protest must not be based on the same set of facts rejected in a Pre-award Protest.

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;
- Detailed statement of the grounds for protest; and
- Statement of the proposed relief or remedy.

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

City of Avalon
Office of the City Manager
410 Avalon Canyon Road
P.O. Box 707
Avalon, CA 90704
FAX: 310-510-2478
Email: dradde@cityofavalon.com

Grounds for Protest

A protest may be submitted on one or more of the following grounds:

1. The CITY failed to follow the procedures or requirements in this RFP;
2. That there has been a violation of conflict of interest laws as provided by California Government Code section 87100 et seq.; or
3. That there has been a violation of State or Federal law.

Evaluation and Decision on Protest

Upon receipt of a protest, the City of Avalon will review the grounds for the protest and 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. The City Manager for the City of Avalon is the responsible official for evaluation of protests and has the authority to make the final determination in matters of protest. The decision of the City of Avalon will be final.

Should material information become available subsequent to the City Manager's decision on a protest or, if 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 City Manager within five (5) working days of the date of the original protest decision.

VII. SCOPE OF WORK

SECTION 1: DEFINITIONS

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

Advanced Reservation – Describes the process of requesting trips and receiving trip confirmation prior to the day service is requested.

Americans with Disabilities Act of 1990 (ADA) – Federal civil rights legislation which mandates accessibility for people with disabilities. Included is a requirement that all public transit agencies operating fixed route bus service provide complementary paratransit service to persons functionally unable to use accessible fixed route systems.

CITY – Shall indicate the City of Avalon.

Contractor – As applicable based on the context, shall signify a firm submitting a proposal to provide the services described herein, or the firm selected and under contract with CITY to provide the transportation services solicited pursuant to this RFP.

Curb-to-Curb Service – A type of paratransit service where, on both the origin and destination end of the trip, the driver gets out of the vehicle and assists the passenger between the vehicle and a sidewalk or other waiting area no more than 15 feet from the vehicle.

Deadhead – For paratransit services, refers to either miles or hours when a vehicle is not in revenue service including travel from the yard to the first pick-up, from the last drop-off back to the yard when released by the dispatcher and travel during driver breaks and other "out of service" times. The travel between scheduled pickups and drop offs, regardless of whether a passenger is on board, is not deadhead.

Demand Responsive – Describes a service that does not require advance reservation and trips can be requested the same day [also referred to as "same day," "real-time" or "immediate response"].

Door-to-Door Service – A type of paratransit service where, on both the origin and/or destination end of the trip, the driver gets out of the vehicle and meets/escorts the passenger to the door of the main lobby, residence, or building. The driver is responsible for assisting the passenger throughout the trip. Drivers are not allowed to enter a residence and must keep the vehicle in sight at all times.

Dwell Time – The amount of time spent by vehicle and driver at each pick-up and drop-off waiting for the passenger(s) to appear, during passenger boarding, deboarding and wheelchair securement. Dwell time is included in the Revenue Vehicle Hour computation.

Federal Transit Administration (FTA) – A branch of the U.S. Department of Transportation (USDOT) established to improve transportation throughout the nation. The FTA provides funding and assistance to regional transportation agencies, among various other programs.

Late Trip – For Dial-A-Ride service, any trip on which the vehicle arrives for the pick up more than 15 minutes after the scheduled time. For fixed route service, any arrival at a time point more than 5 minutes after the scheduled time.

Missed Trip – Any scheduled trip on which the Dial-A-Ride vehicle arrives more than 60 minutes after the scheduled pick up time or does not arrive at all.

No-Show – A scheduled passenger who does not appear at the designated location for vehicle boarding within 5 minutes of an on-time vehicle arrival or calls the Avalon Dial-A-Ride to cancel the trip less than one (1) hour before the scheduled pick-up time.

On-Time Pickup – For paratransit services, a vehicle shall be on-time if it arrives at the designated pickup location no more than 5 minutes prior to the scheduled pickup time or no more than 10 minutes after that time. For fixed route services, a vehicle shall be on-time if it arrives at a designated bus stop not earlier than or no more than 3 minutes after the scheduled arrival time.

Subscription Service – Paratransit trips to and from the same origin and destination at the same time and day at least once a week. Subscription services do not require the passenger to call in their request for each trip; only to cancel for one or more days.

Revenue Vehicles – Refers to vehicles used to transport passengers in transit and paratransit revenue services.

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

For the Avalon Access and Avalon Dial-A-Ride services, a vehicle revenue hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is available for passenger transport within the established hours of service. A vehicle is available for passenger transport from the time it arrives at its first pick-up address and ends when it has completed its last passenger drop-off and is released from service by the dispatcher. If the first scheduled pick-up is a no-show, the vehicle arrival time at that stop shall still be used for computation of vehicle revenue hours, however, this rule shall not apply to late trip cancellations. Vehicle revenue hours are also known as “revenue vehicle hours” and “vehicle service hours.” [This definition is intended to be identical to that required in NTD reporting.]

Vehicle revenue hours, for both services, shall exclude any meal breaks, service breaks, mechanical breakdowns and time a vehicle is down due to an accident.

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

SECTION 2: CITY DUTIES AND RESPONSIBILITIES

CITY shall accept the following responsibilities and perform the following duties with respect to Avalon Transit. To the extent reasonable and feasible, Contractor shall assist CITY in this regard.

2.1 Avalon Transit Revenue Vehicles

The CITY will provide three (3) Ebus ADA-Compliant buses for operation of the Community Bus fixed route services and two (2) new Class D Low-Floor Minivans, as defined in the CalACT/MBTA Purchasing Cooperative for operation of the Avalon Dial-A-Ride services. The specifications for these buses may be found on the CITY's website at <http://www.cityofavalon.com>, then click on the link to "RFP for Avalon Transit Program."

For all City-provided vehicles, CITY shall provide vehicle licenses, maintenance, dedicated parking spaces, gasoline fuel for the DAR vehicles and, for the Ebuses, installed charging equipment. City-provided parking spaces may only be used for the City's transit vehicles without express written permission of the CITY.

City-provided buses will be made available to Contractor on or about May 1, 2016.

2.2 System Planning and Administration

CITY shall be responsible for all policy decisions and activities relative to Avalon Transit routes, schedules, days and hours of operations, stop locations, street furnishings, preparation of planning documents, budgets, grant applications and related documentation, and other such activities to overall system administration.

2.3 Information, Advertising and Promotion

CITY shall host, maintain and control the content of the Avalon Transit website. All information regarding Avalon Transit will be resident on that website, including service schedules, ACT route map, service policies, eligibility policies and application forms.

CITY shall prepare, place, schedule, and pay for all advertising and promotional materials designed to inform the public of Avalon Transit operations and to promote ridership.

CITY shall also be responsible for all signage, graphics and/or vinyl wraps placed on the exteriors or interiors of all vehicles used in Avalon Transit service, including both City-provided and Contractor-provided vehicles, with the exception of vehicle signage required by law and regulation.

2.4 Fuel and Electrical Power

a. Electrical Power. CITY shall provide and directly pay the cost of electrical power for the charging of the CITY-provided Ebuses.

b. Gasoline. CITY shall provide the fuel for operation of the Dial-A-Ride vehicles.

Contractor shall be required to accurately record all fueling to allow CITY to reconcile all fuel transactions by date and vehicle number. The CITY expressly reserves the right in its sole discretion to establish fueling procedures as determined by CITY to be in CITY'S best interest. Contractor and all of its employees shall be required to adhere to any and all operating, administrative, and accounting procedures required by CITY in connection with all fueling operations.

2.5 Vehicle Permits

CITY shall provide Public Service Permits, which authorize the possession and operation of a motor vehicle on the Island of Catalina, for the three (3) CITY-provided Ebuses and two (2) additional Public Service Stickers for the Dial-A-Ride vehicles. Control and ownership of these Public Service Stickers shall be held by the CITY and Stickers shall be returned to CITY at the expiration or termination of this Agreement.

If needed, the Contractor can apply for a Commercial Permit for possession and operation of an Autoette if needed for administrative purposes. The annual fee for a Commercial Autoette Permit is approximately \$40.00.

2.6 Schedules, Passes, Tickets,

At CITY's discretion, CITY may develop and implement a form of fare media that will be accepted in lieu of cash fares. CITY shall prepare, print, and provide to Contractor all schedules, passes, tickets, and like materials required by Avalon Transit operations. Contractor shall distribute and disseminate such materials in accordance with the provisions of the AGREEMENT and any directions supplemental thereto provided by CITY.

2.7 Office and Training Space

Temporary Office Space: If needed, CITY will work with the selected Contractor to provide a temporary office space for a period of up 90 days to allow the Contractor time to make arrangements for more permanent offices. Office space is scarce in Avalon and it is the Contractor's responsibility to research availability so as to submit a responsive proposal. If required, the monthly cost for such temporary office space would vary by location and square footage. For this reason, proposers desiring to use such temporary space should use a rate of \$500.00 per month in their proposals.

Accessible Office and Training Space: If needed to ensure convenient public access, he CITY will work with the Contractor as needed to make available accessible office space

for Avalon Transit activities such as in-take of eligibility applications or interviews. CITY will also make available a CITY conference room or Council Chambers for training or meetings involving Contractor's employees. Such use will be by advance reservation only.

2.8 Bus Stop Signs and Street Furnishings

CITY shall be responsible for the purchasing, installation and maintenance of all transit related street furnishings. Contractor and its employees shall cooperate with CITY by advising CITY of any such irregular conditions to street furnishings observed during Avalon Transit operations.

2.9 Complaints and Comments

CITY shall receive all complaints and comments regarding Avalon Transit services and enter them into a complaint/comment database. Within one business day of receiving a complaint or comment, CITY shall email a copy of the transcribed complaint or comment to Contractor for investigation as appropriate. CITY shall maintain a chronological record of all complaints and comments received, the results of Contractor's investigation and any action taken to resolve the complaint.

2.10 Notification: Potential Interference with Avalon Transit Operations

CITY shall make a reasonable effort to notify Contractor in advance of any road closures, detours, parades, or other events under CITY jurisdiction that may interfere with Avalon Transit operations or require deviations from routes or schedules. Contractor and CITY shall mutually agree upon such deviations.

SECTION 3: CONTRACTOR DUTIES AND RESPONSIBILITIES-OPERATIONS

Contractor shall perform the duties and accept the responsibilities set forth below in connection with its operation of Avalon Transit. The failure of the CITY to specifically identify a duty or responsibility below shall not relieve Contractor of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary, and generally accepted within the public transportation industry as being an integral element of operating public transportation system and services of a kind and character such as Avalon Transit.

3.1 Operations: General

Contractor shall provide the necessary management, technical, and operating services for the operation of Avalon Transit services as specified by the CITY.

Contractor shall assist and cooperate with CITY in meeting the objectives of providing quality transportation services. Contractor shall establish and maintain close liaison activities, coordination, and cooperation with CITY on matters relating to operations, monitoring, reporting and service performance measurements.

All staff, facilities, vehicles, equipment, fuel, supplies and services required for the operation and management of Avalon Transit shall be furnished by Contractor unless CITY specifically identifies an element of equipment or aspect of service to be its responsibility.

3.2 Operations

3.2.1 Avalon Community Transit Fixed Route Services

Also referred to herein as the “Community Bus” this is a general public fixed route operating over a 4-mile route covering the central portion of Avalon from the Cabrillo Mole to Casino Way and up-valley to the Wrigley Memorial and Botanical Garden. The Community Bus operates 365 days a year with one or two vehicles in service depending on season and cruise ship schedules. The expected operating hours are as follows for Period 1 of the contract:

:

Summer Season [June 17 – Sep 5, 2016]

Sunday 8:00am – 6:00pm

Monday - Thursday 7:00am – 6:00pm

Friday 7:00am – 7:00pm

Saturday 8:00am – 7:00pm

Off Season: [June 1 – June 16 and Sep 6, 2016 – March 31, 2017]

Sunday 8:00am – 5:00pm

Monday - Thursday 7:00am – 6:00pm

Friday 7:00am – 7:00pm

Saturday 8:00am – 7:00pm

It is estimated that ACT Community Bus will operate a total of 4,735 vehicle revenue hours of service during Period 1 of the Base Term as shown in Attachment D to this RFP. The CITY expects to work with the Contractor to provide the best possible service within the budgeted hours.

3.2.2 Avalon Dial-A-Ride

With this contract, the Avalon Dial-A-Ride will operate two services:

- Avalon Access which will be an ADA complementary paratransit service in full-compliance with requirements of the Americans with Disabilities Act for such services. Avalon Access will accept requests for service up to three days in advance and no less than one day prior to the day of service and will provide origin to destination service within central Avalon, not including Pebbly Beach and Hamilton Cove.
- Avalon Dial-A-Ride will provide immediate-request demand responsive service to registered seniors 65+ and disabled individuals on a space-

available basis throughout the City of Avalon and to Pebbly Beach and Hamilton Cove.

Both the Avalon Access and Dial-A-Ride services will operate the same days and hours as the Avalon Community Transit fixed route service and either one or two vehicles will be operated depending on season and the level of demand for service.

It is estimated that Avalon Access and Avalon Dial-A-Ride combined will operate a total of 4,420 vehicle revenue hours of service during Period 1 of the Base Term as shown in Attachment E to this RFP. The CITY expects to work with the Contractor to provide the best possible service within the budgeted hours.

3.2.3 Special Services

In addition to regular Avalon Transit operations, Contractor may from time to time upon receiving specific written authorization by CITY, provide special transportation services within the City of Avalon using Avalon Transit vehicles, provided that such special services are determined by CITY to be in the public interest, do not interfere with regular Avalon Transit operations, and are in compliance with applicable federal and state statutes. Contractor shall be entitled to compensation beyond the established maximum obligation for such services at the normal rate per vehicle revenue hour specified in the AGREEMENT.

3.3 Service Standards

Contractor shall strive at all times to provide service in a manner that will increase system productivity while achieving or surpassing customer service expectations. Recognizing that the goals of productivity and customer service levels may conflict, the following standards are intended to be reasonably attainable by Contractor, fair to the customer, and consistent with CITY expectations. Since the services described in this Scope of Work are significantly different from the current Avalon services, the listed standards will be benchmarked during the initial 6 months of service and modified, if necessary, to ensure that the standards provide reasonable and achievable levels for system performance.

The CITY believes that continuation of this contract and exercise of available options constitutes the most effective incentive for attainment of the CITY's service objectives and standards for Avalon Transit. For this reason, CITY is not proposing individual penalties associated with the following service standards at this time. Failure of Contractor to achieve, or make reasonable efforts to achieve, the following standards may result in the CITY proposing appropriate penalties and/or whatever additional action is necessitated by the circumstances and provided for in the AGREEMENT of which this Scope of Work is a part.

Avalon Transit Service Standards

Performance Criteria	Standard	Penalty
1. Service Productivity	<u>Dial-A-Ride</u> : 5.0 Passenger Trips per Vehicle Revenue Hour <u>ACT</u> : 20.0 Passenger Trips per Vehicle Revenue Hour	To be negotiated if necessary
2. Dial-A-Ride On-Time Performance	95% or better	To be negotiated if necessary
3. Dial-A-Ride: Failure to wait a minimum of 3 minutes after on-time vehicle arrival.	Zero (0) occurrences	To be negotiated if necessary
4. Dial-A-Ride: Missed Trip [Arrival at pick-up location more than 60 minutes after the scheduled time or not at all]	Zero (0) occurrences	To be negotiated if necessary
5. Telephone Hold Times	90% of all calls shall be answered in less than 3 minutes 100% of all calls shall be answered in 5 minutes or less	To be negotiated if necessary
5. Vehicle Cleanliness	As defined in SOW	To be negotiated if necessary
6. Driver Uniform	As defined in SOW	To be negotiated if necessary
7. Monthly Management Report Submission	As defined in SOW	To be negotiated if necessary
8. Customer Complaints	No more than 3 per month	To be negotiated if necessary

3.4 Operations Management

Contractor shall provide operations management at a level and capability sufficient to oversee its functions and employees.

Contractor shall designate and provide the services of a Project Manager, subject to the approval of the CITY, who shall provide overall management and supervision of Avalon Transit under the terms of the AGREEMENT. It is understood that the Project Manager may have other management responsibilities in addition to Avalon Transit and these are to be disclosed in Contractor's proposal. The Project Manager must have a minimum of three years' supervisory experience in transportation systems similar to Avalon Transit.

The Project Manager shall work cooperatively with CITY'S assigned transit staff in matters relating to service quality, providing operational and other data as described in

this Scope of Work, responding to comments from Avalon Transit riders and the general public, and responding to specific requests for other assistance as the need arises.

Contractor shall assure CITY that the Project Manager designated for this project will not be replaced during the Base Term of this contract without the written consent of CITY. Should the services of the Project Manager become unavailable to Contractor, the resume and qualifications of the proposed replacement shall be submitted to CITY for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent Project Manager, unless Contractor is not provided with such notice by the departing employee. CITY shall respond to Contractor concerning acceptance of the candidate for replacement Project Manager. Should the position of Project Manager remain unfilled for a period of thirty (30) days or more, the CITY may deduct the Project Manager's compensation from Contractor's payments.

The Contractor may further designate one or more Operations Supervisor(s) or other supervisory positions to assist the Project Manager in carrying out all oversight activities relative to Avalon Transit operations.

The office of the Project Manager is not required to be physically located at the facility designated by Contractor for management and operation of Avalon Transit. However, during all times when Avalon Transit services are in operation, either the Project Manager or a supervisory-level employee designated to act for the Project Manager shall be on Catalina and available either by phone or in person at the Contractor's facility to make management and operational decisions regarding Avalon Transit operations and provide coordination, as necessary, and shall be authorized to act on behalf of Contractor regarding all matters pertaining to this Scope of Work. Contractor's proposal shall clearly describe a plan for operational supervision.

3.5 Employee Selection and Supervision

Contractor shall be responsible for the employment and supervision of all employees necessary to perform Avalon Transit operations. Such responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluation, retention and termination.

Contractor shall use appropriate driver screening and selection criteria in order to employ drivers. These criteria will include Department of Motor Vehicles license check and physical examination sufficient to meet all applicable requirements for Avalon Transit vehicle operations.

Contractor shall develop, implement, and maintain an employee substance abuse/alcohol abuse-testing program for all employees in safety-sensitive positions including personnel engaged in the operation, maintenance and control of Avalon Transit vehicles and equipment. Such program will meet all applicable federal requirements promulgated to implement the Omnibus Transportation Employee Test Act of 1991 and related supplements and amendments.

Contractor shall make all reasonable efforts to ensure that employees having contact with the public in the course of their duties are of good moral character. Any such employee who is convicted of a felony or a crime involving moral turpitude before or during the time of his/her employment shall not be permitted to continue operating Avalon Transit services.

Contractor shall endeavor to recruit a sufficient number of Spanish speaking reservations/dispatch employees to accommodate Dial-A-Ride request and transit information calls during all service hours.

Contractor shall at all times comply with applicable state and federal employment laws, including section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

Nothing in this section shall be construed by either Contractor or CITY to be in conflict with the language and intent of Article 3.2.1, Control and Payment of Subordinates; Independent Contractor, of the AGREEMENT.

3.6 Retention of Existing Employees

Pursuant to Senate Bill No. 158 (California Labor Code, Chapter 4.6, Section 1070 to Part 3 of Division 2), CITY shall grant a ten percent (10%) bidding preference to any Contractor who agrees to retain, for a period of at least ninety (90) days, the employees of the previous Contractor. Contractor shall declare, as part of their proposal, whether or not their firm shall retain the employees of the prior Contractor for a period of at least ninety (90) days. Contractor shall ensure these transitioned employees will be utilized in similar positions and perform essentially same services as they did under the previous Contractor. "Employee" is defined as any person who works for a Contractor under the prior contract but does not include executive, administrative, or professional employees that are exempt from the payment of overtime compensation within the meaning of Subdivision (a) of Section 515 or any person who is not an employee as defined under Section 2(3) of the National Labor Relations Act (29 U.S.C. Sec. 152(3)). In accordance with Senate Bill No. 158, the following obligations apply:

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

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

operate the equipment that the employee shall operate as an employee of the successor Contractor.

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

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

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

3.7 Training of Drivers and Operations Personnel

Contractor shall develop, implement, and maintain a formal training and retraining program that shall be subject to review and approval by CITY.

An outline of the training program, including periodic updates, shall be on file with the CITY. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

Contractor shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, Avalon Transit operating policies and procedure, employee work rules, vehicle safety inspection, equipment care and maintenance, customer relations and passenger conduct. Drivers shall be trained in ADA policies and to operate all type vehicles, wheelchair lifts and lock systems, and other equipment that they may be expected to use in the Avalon Transit services to competency.

All drivers shall be certified as having completed Contractor's formal training course for new drivers or experienced drivers as approved by CITY, and be licensed as required by the State of California for the vehicles being operated. All drivers operating the EBus vehicles shall be licensed with a valid California Class B operator's license with appropriate certification(s) and medical card. Contractor shall ensure that sufficient drivers possess valid Class B licenses to meet staffing requirements for the ACT services at all times Drivers shall meet all applicable requirements as established by the California Highway Patrol (CHP).

Contractor shall prepare and furnish to CITY prior to initiation of service an Employee Handbook. The Employee Handbook will be provided to all drivers, dispatchers, telephone operators, and supervisors and shall include, at a minimum, the following subject areas: driver's rules; accident/incident policies; radio policies and procedures; farebox policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedures and pertinent sample forms.

Dispatchers, telephone operators, supervisors, and any other personnel who may from time to time be assigned to provide telephone information on the Dial-A-Ride telephone reservation lines shall be trained in customer relation skills, telephone manners, accident/incident procedures, fares, Dial-A-Ride reservation procedures, Access Services information numbers, and operating policies. Operations control personnel assigned to Avalon Access and Dial-A-Ride trip scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

3.8 Drivers' Responsibilities

Drivers will, when requested by CITY, hand out notices to passengers or otherwise render assistance in CITY'S customer relations, promotion, monitoring, and supervisory functions.

Drivers may be required to honor special passes; collect, cancel and/or validate passes and tickets as determined by CITY. Drivers will verify cash fares deposited in farebox, but will not handle money. Drivers will record ridership information in accordance with procedures approved by CITY.

Drivers shall have an accurate time piece available at all times during operation of any vehicle.

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

- Appear neat, clean, well groomed, and in an acceptable uniform;
- Always be helpful and courteous to passengers;
- Operate the vehicle safely and legally;
- Assist elderly and physically impaired passengers in boarding and debarking (Dial-A-Ride drivers);
- In cases of emergency, shall immediately contact the Contractor for assistance;
- Notify passengers of stops and when transfers are required;

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

3.9 Removal of Employee From Project

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

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

3.10 Uniforms

Drivers and other operating staff shall be in uniform at all times while in service or otherwise on duty. Contractor shall provide driver uniforms to its employees. The design, type, and logo of the uniforms shall be subject to CITY'S approval. Drivers shall be required to maintain a neat and clean appearance at all times while on duty.

3.11 Safety Program

Contractor shall assume full responsibility for assuring that the safety of passengers, operations personnel, and Avalon Transit vehicles and equipment are maintained at the highest possible level throughout the term of the AGREEMENT. Contractor shall comply with all applicable FTA, CHP and OSHA requirements.

Contractor shall develop, implement, and maintain in full compliance with California Law (SB 198) a formal safety illness and injury prevention program including periodic safety meetings, participation in safety organizations, safety incentives offered by Contractor to drivers and other employees, and participation in risk management activities under the auspices of Contractor's insurance carrier or other organization.

Contractor shall provide a copy of said Safety Program, including evidence of compliance with SB-198, and subsequent program update to CITY.

Contractor shall participate in the State of California Department of Motor Vehicles "Employer Pull Program" for appropriate monitoring of employer driver license activity.

Contractor will require all drivers, control room personnel, vehicle maintenance mechanics, and supervisors to participate in the safety program.

3.12 Road Supervision

Contractor shall provide road supervision as necessary to monitor drivers and vehicles and assist drivers in revenue service.

3.13 Accident, Incident, and Complaint Procedures

Prior to initiating services under the agreement, Contractor shall develop, implement and maintain formal procedures, subject to CITY review and approval, for response to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to: vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, lift failures of vehicles in service, and Avalon Transit vehicles operating more than thirty (30) minutes behind promised schedule. All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the Los Angeles County Sheriff. Contractor will advise such agency of the accident and request a Sheriff unit investigate the accident.

The CITY's City Manager or his designee shall be notified in person or by telephone within thirty (30) minutes of the occurrence of any accident or incident involving an Avalon Transit vehicle or service that requires emergency services and/or the transport for medical treatment of a passenger, a member of the public or an employee of the Contractor. A written follow-up report shall be provided to the CITY within one (1) business day of such accident or incident. In the event of an accident or incident that results in property damage or loss only, Contractor shall notify the CITY in writing within 1 business day of the event and provide a written report within three (3) business days.

All Comments and Complaints regarding Avalon Transit services shall be received by CITY, recorded, and a copy transmitted to the Contractor within one business day of receipt. Contractor shall investigate all complaints and, within ten (10) business days of the initial report, provide a written summary of the investigation's findings and the actions taken to resolve any valid issue to the CITY.

3.14 Vehicle Scheduling and Dispatching

3.14.1 General Contractor shall utilize a systematic, organized and documented method to record, schedule and dispatch reservations for all Avalon Access and Dial-A-Ride trips. The method must be capable of noting ADA and non-ADA trips, accommodating advanced reservations, subscriptions and requests for immediate service and of integrating all demand for service into efficient vehicle tours that maximize productivity and assure service quality to levels prescribed in this Scope of Work. The proposed system must be able to maintain and report separately on the performance of Avalon Access and Avalon Dial-A-Ride trips to monitor and document ADA compliance. Proposal shall provide a thorough description of Contractor's proposed reservations and scheduling system.

3.14.2 Staffing Contractor shall provide an adequate number of trained and qualified persons to staff the Dial-A-Ride scheduling and vehicle dispatching functions and satisfy the Service Standards defined herein [See Section 3.3]. Contractor shall endeavor to hire and schedule Spanish speaking reservations staff. Reservations/Dispatch staff shall also be responsible for maintaining radio control with all vehicles in service and for maintaining the daily dispatch log in a format to be proposed by Contractor.

Contractor will be required to provide the technical expertise and support staff necessary to:

- Train Avalon Dial-A-Ride staff to proficiency in ADA requirements and as needed in the use of provided systems;
- Provide customized performance reports and operating data;
- Ensure that all staff answering telephone calls for Avalon Transit are educated and familiar with the City of Avalon and Catalina Island; and
- Ensure that Avalon Dial-A-Ride scheduling staff are knowledgeable of and apply the tools and techniques in provided system to optimize vehicle schedules.

3.14.3 Compliance with ADA and Avalon Dial-A-Ride Policies Contractor shall implement and administer reservations, scheduling and dispatch procedures that shall be in compliance with Americans with Disabilities Act complementary paratransit requirements, as may be amended and modified by the Federal Transit Administration, and City of Avalon's Avalon Access policies as presented in the Avalon Transit User Guide.

3.14.4 Avalon Access Reservations Eligible ADA paratransit riders will be asked to contact Avalon Access at least one (1) day and up to three (3) days in advance to make a trip reservation. When placing a trip request, riders will be requested to give point of origin, point of destination and number of persons in the party. Upon making a trip reservation, riders will be advised of the promised pickup time for their trip and advised that the Avalon Dial-A-Ride vehicle may arrive from 5 minutes before to 10 minutes after that promised time.

In accordance with the ADA, Contractor's call takers shall negotiate the pickup time for a requested trip up to one hour before to one hour after the requested travel time unless the rider indicates a delivery time or pickup time constraint which prohibits their being delivered or picked up either before or after a specific time. In the event of a delivery or pick up time constraint, the following policies shall apply:

i. No-later-than Delivery: If an appointment time has been specified, the reservationist will offer one or more pickup windows that will ensure that the customer arrives within 30 minutes of and not later than the specified appointment time. Depending upon travel distance and other customer trips already scheduled for that service day, the pickup window may begin as much as 45 minutes prior to the specified appointment time in order to ensure that the customer will not be traveling on the Avalon Dial-A-Ride vehicle for more than 30 minutes prior to his/her arrival time. The appointment time must be entered into scheduling system and must be printed on the driver manifests.

ii. No-earlier-than Delivery: If the customer is unable to arrive at a location prior to a specified time, the reservationist will offer one or more pickup windows that will ensure that the customer will arrive not before and no more than 30 minutes after the specified early arrival time. Depending upon travel distance and other customer trips already scheduled for that service day, the pickup window may begin as much as 30 minutes prior to the specified opening time in order to ensure that the customer will not be traveling on the Avalon Dial-A-Ride vehicle for more than 30 minutes prior to arrival time.

iii. No-later-than Pick-up: If a customer must leave a location no later than a specified time, i.e. a facility closes at 6 p.m., the reservationist will offer one or more pickup windows that will ensure that the customer is picked up not later than and up to 30 minutes prior to the specified closing time.

If the rider refuses an offered trip not more than 1 hour prior to or 1 hour after the requested pick-up time, this request will be recorded as a refused trip. If the dispatcher

is unable to offer a pick-up time within the two-hour window, that request will be recorded as a trip denial and reported in the Monthly Management Report to the City of Avalon.

3.14.5 Avalon Dial-A-Ride Reservations Requests for Dial-A-Ride trips from registered seniors 65+ and non-ADA disabled will be accepted as immediate requests on the day of service on a space-available basis. Requests may be telephoned to the Avalon Dial-A-Ride office no more than one (1) hour prior to the desired pick-up time.

When placing a trip request, riders will be requested to give point of origin, point of destination and number of persons in the party. Upon making a trip reservation, riders will be advised of the promised pickup time for their trip and advised that the Avalon Dial-A-Ride vehicle may arrive from 5 minutes before to 10 minutes after that promised time.

3.14.6 Scheduling Within the requirements established by the ADA, Contractor's scheduling staff will organize trip requests for Avalon Dial-A-Ride service so as to meet or exceed the service standards defined herein. Avalon Dial-A-Ride shall be operated as a shared-ride service.

3.14.6 Hours of Dispatch Operations At least one qualified dispatch staff shall be on duty 30 minutes prior to the beginning of each service day, and at least one qualified dispatch staff shall remain on duty until the end of the service day or until the last passenger "drop-off" time each day. Additionally, a qualified dispatch staff must be on duty during all regular business hours, seven (7) days per week. (i.e., must be able to take orders on Sunday for Monday service and on holidays for service and the day following a holiday).

3.15 Vehicles and Equipment

Contractor shall provide all vehicles and equipment necessary for the operation of the Avalon Transit system other than what is indicated in Section 2, as CITY's responsibility. Prior to initiation of services under the agreement, Contractor shall procure or otherwise provide the following vehicles and associated equipment:

3.15.1 Non-Revenue Vehicle [Autoette] Contractor shall provide one (1) Autoette (a golf cart or similar vehicle as defined by City Code) to be used in administrative and on-street support of the Avalon Transit services, including but not limited to on-street shift changes, response to accidents/incidents, observation of in-service vehicles and administrative purposes. If Contractor already possesses licensed and permitted vehicles on Catalina that will be available to meet the specified administrative and support requirements, provision of an additional vehicle is not required by this paragraph. All costs associated with this non-revenue vehicle, including fuel, shall be the responsibility of the Contractor and specified in the Cost Proposal.

3.15.2 Radios All vehicles used in Avalon Transit service, including back-up vehicles, shall be equipped with two-way radios under central dispatch control. All mobile and base radio equipment shall be provided, installed and maintained by Contractor. Contractor shall provide City with one (1) handheld mobile radio and a copy of the necessary radio license. Contractor will be responsible for proper radio procedures and for any actions or fines imposed by the FCC for improper use of the system.

3.15.3 Fareboxes All Revenue Vehicles used in Avalon Transit service, including back-up vehicles, shall be equipped with fareboxes equal to or better than Diamond Model SV fareboxes. Contractor shall supply two (2) vaults for each farebox. All fareboxes and vaults shall be provided, installed and maintained by Contractor. At the end of this contract, ownership of the fareboxes and vaults shall be transferred to the CITY with no additional compensation.

3.16 Vehicle Parking Spaces

Contractor shall be responsible for arranging parking for an Autoette, if one is provided by Contractor in support of this contract. While the Santa Catalina Island Company is the principal source of parking in Avalon, other arrangements for parking will be accepted with proper documentation of zoning and lease. The monthly cost per space from the Santa Catalina Island Company is presently \$110.00 per space per month. The cost of parking shall be paid by Contractor and included in their Cost Proposal as a Fixed Cost.

Contractors should note the following language in the Santa Catalina Island Company Parking License:

“(h) Licensee is expressly prohibited from performing or permitting any servicing, cleaning, washing, polishing, or repair on any vehicles while such vehicles are in Licensor’s parking facilities, including the Assigned Parking Space.”

3.17 Office and Administrative Space

CONTRACTOR shall be responsible for securing, establishing and maintaining an office and suitable administrative space for the management, administration and operation of Avalon Transit. With the approval of the CITY, such facility may be shared with other business activities of Contractor.

The CITY is not requiring that the reservations, scheduling and dispatch functions for Avalon Access and Avalon Dial-A-Ride be located in Avalon if the Contractor can provide CITY with assurances of seamless and responsive operation of these services from an off-island facility. Proposals must specifically address the location and operation of Avalon Access and Dial-A-Ride reservation, scheduling and dispatch.

At a minimum, the operations facility shall have the following:

- A location that is located within the City of Avalon;
- Adequate appropriately equipped space for administrative personnel and any proposed dispatching and information staff; and.

- Appropriate furnishings and equipment, including but not limited to, computer equipment, maps, scheduling/dispatch equipment, copier, facsimile (FAX) machine, time clock, adequate desks, tables and chairs.

3.18 Telephone Reservation and Information System

Contractor shall provide telephone equipment and all telephone information and dispatch personnel necessary to effectively respond to incoming calls at a quality and level consistent with Avalon Dial-A-Ride patron demand, and in strict accordance with the operating days and hours set forth herein.

Contractor shall make special efforts to respond to telephone service and information requests from patrons who have hearing disabilities or whose primary language is other than English. Contractor will provide TDD equipment for communications with patrons who have hearing disabilities and will provide the capability to receive and accommodate telephone calls from callers speaking languages other than English during all hours when Dial-A-Ride reservations may be made. An answering machine shall be available for recording trip cancellations for the Dial-A-Ride service when the administrative and dispatch offices are closed.

“The Contractor will be required to secure a new telephone number connected to three (3) lines in rotary for use as the Avalon Dial-A-Ride reservations number and for general transit information calls; a second number and separate line for connection to a TDD; and a third number and separate line which will be connected to a FAX machine.. Contractor is responsible for providing any additional telephone equipment and phone lines for support of its own business purposes. Upon termination of the AGREEMENT of which this Scope of Work is a part, CITY reserves the rights to the Avalon Transit reservations, TDD and FAX numbers as indicated above herein, and Contractor agrees to transfer said telephone numbers upon request.

Contractor shall provide an automatic call director (ACD) unit which shall answer all telephone calls for Avalon Transit, including Avalon Access and Avalon Dial-A-Ride service request calls, calls to cancel Access and Dial-A-Ride trips, and calls for information about Avalon Community Transit services. If calls cannot be answered immediately, the ACD system shall hold the calls in a queue and cause the calls to be answered in the order in which they were received. Once answered by a human, Avalon Transit calls are not to be terminated before the call is completed or placed on hold without the explicit approval of the caller. The ACD shall capture and allow for the reporting of data on telephone system performance, including, but not limited to, total calls received; total calls abandoned; average hold time; number of calls by length of time on hold and maximum hold time. Contractor shall provide ACD reports to the CITY monthly.

3.19 Fares; Fare Collection

CITY shall establish all fares of any kind or character to be paid by Avalon Transit patrons. Contractor shall ensure that each patron pays the appropriate fare prior to

being provided transportation service. All cash fares will be paid by patrons in the exact amount due for their appropriate fare classification and shall be deposited by patrons in fareboxes provided by Contractor with each vehicle. Contractor will collect or otherwise process in the manner directed by CITY all non-cash fares (passes and like). All fares collected are the sole property of CITY.

Contractor shall, in accordance with a procedure specified by CITY, account for revenues collected on Avalon Transit vehicles and deposit such revenues on a timely basis into a local bank account approved by CITY for that purpose. CITY reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to Contractor.

3.20 Ticket Sales

CITY may elect to sell or provide tickets to Avalon Transit patrons. Contractor shall collect, record, and deposit ticket sales according to instructions of the CITY.

3.21 Books, Records, and Reports

3.21.1 Record Retention and Audit

Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for CITY under the AGREEMENT on file for at least three (3) years following the date of final payment to the Contractor by CITY. Any duly authorized representative(s) of CITY shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Contractor's usual and customary business hours. Contractor shall provide proper facilities to CITY representative(s) and CITY shall be permitted to observe and inspect any or all of Contractor's facilities and activities during Contractor's usual and customary business hours for the purposes of evaluating and judging the nature and extent of Contractor's compliance with the provisions of the AGREEMENT. In such instances, CITY'S representative(s) shall not interfere with or disrupt such activities.

3.21.2 Required Operating and Performance Data

Contractor shall collect, record, and report all operational data required by the National Transit Database (NTD) and the CITY in a format approved by the CITY. Such data shall be collected and maintained by service type and include, at a minimum:

- passenger count data by fare category,
- total vehicle hours,
- total vehicle miles,
- vehicle revenue hours,
- vehicle revenue miles,
- wheelchair boardings
- Dial-A-Ride passenger no-shows and cancellations
- on-time performance (Dial-A-Ride)

- average telephone hold time
- number of calls on hold 3, 5, and 10 minutes or more
- passenger mile sampling data in accordance with a method approved by the FTA for NTD purposes.

Information concerning vehicle activity shall be collected daily on the Dial-A-Ride driver's log, fixed route drivers report, dispatch log, and/or other forms as developed by Contractor and approved by CITY.

The operations data shall be collected and compiled daily, weekly, monthly, quarterly, and annually, and shall be recorded according to the individual routes, modes and total system. Individual totals shall be provided for peak-hour services, weekdays, Saturdays and Sundays.

Daily logs, reports, farebox revenue records and summaries shall be available, upon request, for CITY review at the operations facility by 3:00 PM on the next business day following data collection.

3.21.3 Reporting

Following the close of each calendar month, a Monthly Management Report shall be prepared by Contractor and submitted to the CITY no later than the 10th business day of the following month. The Monthly Management Report shall provide City with a clear and concise summary of Avalon Transit performance during the prior month. The City reserves the right to modify the Monthly Management Report at any time.

Quarterly reports shall be compiled on a year-to-date cumulative basis and shall be submitted within 30 days after the close of the each quarter.

Contractor shall collect, record, and report to the CITY on a quarterly basis all accounting data for the Avalon Transit operation in accordance with the National Transit Database, Section 99243 of the California Public Utilities Code, and/or as specified by the Los Angeles County Metropolitan Transportation Authority (Metro). All worksheets and detail information used to prepare these reports shall be available to CITY within one month after the close of the applicable quarter.

3.22 Certification of Avalon Access and Avalon Dial-A-Ride Eligibility

Contractor will be responsible for processing all eligibility applications for Avalon Access in accordance with ADA requirements and, for both Avalon Access and Avalon Dial-A-Ride, according to policies and procedures to be provided by CITY. Contractor will be responsible for all communication with applicants to acknowledge receipt of applications, request missing information, request health professional verification, and to communicate the determination made on eligibility. All communication formats are subject to CITY review and approval prior to being utilized.

Once a determination is made and communicated to the applicant, the application and all associated paperwork shall be maintained by the Contractor through the term of this contract, including any extensions thereof, and transferred to CITY upon request. When an applicant is granted either Avalon Access or Avalon Dial-A-Ride eligibility, Contractor staff shall enter the new rider data into the reservation computer system within one (1) day of approval. Staff shall note on each application the date and time when entered into the computer.

3.23 System Promotion

All development, preparation and production of advertising and/or promotional activities with respect to Avalon Transit shall be the responsibility of the CITY. Contractor shall, however, cooperate with CITY in any such activities initiated by the CITY by making available needed equipment, facilities, and reasonable levels of personnel assistance at no additional cost or expense to CITY. Contractor also shall dispense Avalon Transit informational materials and publications, respond to patron requests for information, act as liaison and provider of information with and to community agencies and groups, and assist and support CITY'S advertising and public informational efforts.

No paid advertising or promotional banners will be permitted on Avalon Transit vehicles except with the written direction and approval of the CITY. Any related revenues shall be solely the property of the CITY.

3.24 System Recommendations

Contractor shall continually monitor Avalon Transit operations, facilities, and equipment; and shall, from time to time and as warranted, advise CITY and make recommendations to CITY based upon observed deficiencies and needed improvements. CITY shall retain all authority, however, to make determinations and to take action on such recommendations.

3.25 ADA Compliance

In performance on the agreement, Contractor shall ensure compliance at all times with the Provision of Service requirements of the Americans with Disabilities Act [37 CFR Subpart G, Sections 37.161 through 37.167] including, but not limited to:

- Maintenance of accessible features;
- Keeping vehicle lifts in operative condition;
- Lift and securement use;
- Assisting individuals with disabilities in use of securement systems, ramps and lifts;
- Permitting individuals who do not use wheelchairs, including standees, to use a vehicle's lift or ramp to enter the vehicle;
- Announcing of stops on fixed route buses;

- Permitting service animals to accompany individuals with disabilities in vehicles and facilities;
- Making available adequate information concerning transportation services in accessible formats or technology;
- Not prohibiting an individual with a disability from traveling with a respirator or portable oxygen supply;
- Ensuring that adequate time is allowed for individuals with disabilities to complete boarding or disembarking from the vehicle; and
- Adhering to the City's Reasonable Modification Policy.

Contractor shall ensure that all employees operating Avalon Transit services, administering the reservations, scheduling and dispatch, and maintaining the revenue vehicles are trained to proficiency as appropriate for their positions and responsibilities.

3.26 Emergencies; Natural Disasters

In the event of an emergency or natural disaster, Contractor shall make available, to the maximum extent possible, transportation and communications services as directed by CITY. In the absence of direction from the CITY, Contractor shall follow directions of appropriate law enforcement/emergency management agencies. To the extent CITY requires Contractor to provide such emergency services, Contractor shall be relieved of the obligation to fulfill the duties and responsibilities to operate Avalon Transit as herein described until released from emergency response.

Contractor shall be reimbursed for documented and reasonable costs in excess of normal Avalon Transit operating costs.

SECTION 4: VEHICLE SERVICING

Contractor shall be responsible as set forth below for the servicing of Avalon Transit vehicles and equipment. The omission of a duty or responsibility herein below shall not relieve Contractor of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a public transportation system of a kind and character such as Avalon Transit.

4.1 Daily Driver's Inspection

13 CCR 1234 lists the records required by regulation to be kept by motor vehicle carriers. Section 1234, 13 CCR reads, in part: (e) Daily Vehicle Inspection Reports: Motor carriers shall require drivers to submit a documented daily vehicle inspection report pursuant to section 1215(b). Reports shall be carefully examined, defects shall be corrected before the vehicle is driven on the highway, and carriers shall retain such reports for at least one month.

13 CCR 1215 (a) reads: "Prior to operation, the driver shall inspect each vehicle daily to ascertain that it is in safe condition, it is equipped as required by all provisions of law, and all equipment is in good working order." The requirement to perform a daily pre-trip inspection applies to all drivers of all vehicles listed in 34500 CVC, without exception. There is no legal provision for this task to be delegated to someone other than the driver, such as to a mechanic who may arrive at work early to start all of the vehicles and "check them out."

The Drivers Daily Vehicle Inspection Report is not required to be submitted or otherwise documented until the end of the driver's work period. This is so that any defects that become apparent during the course of the work period can be included in the report. This report is required whether or not any defects are found.

4.2 Vehicle Servicing

Contractor shall perform, or arrange to have performed, daily vehicle servicing to all Avalon Transit vehicles and equipment used in revenue service. For purposes of the AGREEMENT, daily servicing shall include, but not be limited to:

- Fueling
- Engine oil, coolant, water and transmission fluid check
- Farebox check
- Passenger lift check (if equipped)
- Brake check
- Light and Flasher check
- Interior sweeping and dusting
- Exterior and interior visual inspection
- Check all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention.

Contractor shall develop, implement, and maintain a written checklist of items including in the daily servicing of each vehicle. The checklist shall be utilized and kept on file for CITY and California Highway Patrol review. This checklist requirement may incorporate or supplement CHP required driver's pre-trip safety inspections.

4.3 Vehicle Cleaning

Contractor shall maintain all Avalon Transit vehicles in a clean and neat condition at all times.

The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed at least once per week, including all windows, seats, floor, stanchions and grab rails. All foreign matter such as gum, grease and dirt shall be removed from interior surfaces during the interior cleaning

process. Any damage to seat upholstery and graffiti shall be repaired/ removed immediately upon discovery. Ceilings and walls shall be thoroughly cleaned at least once per month, or more often as necessary.

To the extent possible given the present water restrictions due to Catalina's drought conditions, exteriors of all Avalon Transit vehicles shall be washed as needed to maintain a clean, inviting appearance, if possible, no less than once per week. Exterior washing shall include vehicle body, all windows and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance.

Vehicles shall be kept free of vermin and insects at all times. Contractor shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

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

Exterior: Polish: 3M Machine Polish
 Wax: Auto Magic Banana Wax
 Windows: Spot Off heavy duty water stain remover
Interior Seat Cleaning: Citrus Salt Cherry Scent

Contractor shall schedule vehicle detailing in a manner that does not adversely affect the operation of Avalon Transit services.

4.4 Servicing Records and Reports

Contractor shall prepare and submit servicing records and reports in a form and according to a schedule approved by CITY. Such records and reports shall include, but not be limited to, the following:

- Daily vehicle inspection and servicing checklist;
- Monthly listing of vehicle detailings completed; and
- Calendar of vehicle detailings for ensuing month.

VIII. REQUIRED FORMS

The following forms must be completed, properly executed, and included in each Proposal in order for that Proposal to be valid. Missing, incomplete or unexecuted forms may render a Proposal noncompliant and cause that Proposal to be rejected for cause.

The forms appearing here will also be provided in Microsoft Word or Excel on the City's website to expedite proposal preparation.

- Form A. Avalon Transit Cost Proposal [Pages1-5] – Included in Section V
 Cost Proposal
- Form B. Contractor Contact Information
- Form C. Addenda Acknowledgement
- Form D. Non-Collusion Affidavit for Contractor
- Form E. References

**FORM B
CONTRACTOR CONTACT INFORMATION**

Contractor

Firm Name:

Authorized Representative Name:

Authorized Representative Title:

Telephone Number:

Email Address:

Secondary Contact Name:

Secondary Contact Title:

Telephone Number:

Email Address:

Is Firm a qualified DBE? No Yes, Qualifying Agency:

Annual Dollar value of participation: \$

Subcontractors to Contractor

Firm Name:

Address:

City, State, Zip

Authorized Representative Name:

Authorized Representative Title:

Telephone Number:

Email Address:

Work to be performed:

Is Firm a qualified DBE? No Yes, Qualifying Agency:

Annual Dollar value of participation: \$

Firm Name:

Address:

City, State, Zip

Authorized Representative Name:

Authorized Representative Title:

Telephone Number:

Email Address:

Work to be performed:

Is Firm a qualified DBE? No Yes, Qualifying Agency:

Annual Dollar value of participation: \$

Attach additional pages as necessary.

FORM C
AVALON TRANSIT PROCUREMENT
ADDENDA ACKNOWLEDGEMENT FORM

CONTRACTOR: _____

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

Addendum # _____

Signature _____

**FORM D
NON-COLLUSION AFFIDAVIT FOR CONTRACTOR**

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent)
of _____, hereinafter referred to as
(CONTRACTOR) or (subcontractor).
2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the City of Avalon, State of California.
3. That his/her proposal is genuine, and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONTRACTOR, firm, or person to submit a collusive or sham proposal in connection with such contract, or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other CONTRACTOR, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against City, or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the CONTRACTOR, or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 2016, at _____, California.

Signed: _____

Title: _____

**FORM E
REFERENCES**

Contractor's Name _____

Please list at least three references, of similar size and type of transit services, including governmental agencies, if possible.

Reference 1

AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

CONTRACT START DATE: _____ END DATE: _____

NUMBER OF VEHICLES OPERATED: _____

DESCRIPTION OF SERVICES PROVIDED:

Reference 2

AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

CONTRACT START DATE: _____ END DATE: _____

NUMBER OF VEHICLES OPERATED: _____

DESCRIPTION OF SERVICES PROVIDED:

Reference 3

AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

CONTRACT START DATE: _____ END DATE: _____

NUMBER OF VEHICLES OPERATED: _____

DESCRIPTION OF SERVICES PROVIDED:

Reference 4 [Optional]

AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

CONTRACT START DATE: _____ END DATE: _____

NUMBER OF VEHICLES OPERATED: _____

DESCRIPTION OF SERVICES PROVIDED:

ATTACHMENTS

- A Draft Professional Services Agreement**
- B Operating & Financial Data**
- C Summary of Present Hourly Employee Positions, Wage Ranges and Benefits**
- D Projected Avalon Community Transit Service Schedule**
- E Projected Avalon Dial-A-Ride Service Schedule**

ATTACHMENT A
PROFESSIONAL SERVICES AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

MANAGEMENT AND OPERATION OF AVALON TRANSIT SYSTEM (CONTRACTOR)

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____ (Effective Date) by and between the City of Avalon, a municipal organization organized under the laws of the State of California with its principal place of business at 410 Avalon Canyon Road, Avalon, California 90704 (“City”) and (Contractor) with its principal place of business at (Address) (“Contractor”). City and Contractor are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain transit services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing transit system management and operations to public clients, is licensed in the State of California and is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such management and operations services for the Avalon Transit System (“Project”), also referred to as “Services” as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services: Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the transit system operations and management services necessary for the Project, herein referred to as “Services”. The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by

reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term: The term of this Agreement shall be from June 1, 2016 through March 31, 2019 unless earlier terminated as provided herein. The City shall maintain the option to extend the contract for two additional two-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this agreement is necessary to complete the Services

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor: The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services: Contractor shall perform the Services expeditiously, within the term of this Agreement. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements: All work prepared by Contractor shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel: Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or

property, shall be promptly removed from the Project by the Contractor at the request of the City.

3.2.5 City's Representative: The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Contractor's Representative: Contractor will designate a designee to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services: Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees: Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. . Any employee of Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations: Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any

manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance: Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "B" attached to and part of this Agreement.

3.2.11 Safety: Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the provisions and monthly rates set forth in Exhibit "C." The total compensation to be provided under this Agreement shall not exceed (Amount Written) (\$Amount Numeric) plus the cost of fuel. Extra Work may be authorized in writing, as described below, and will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment and Compensation: Contractor shall submit to City a monthly itemized statement which indicates work completed and total vehicle revenue hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses: Contractor shall not be reimbursed

for any expenses unless authorized in writing by City.

3.3.4 Extra Work: At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection: Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination: City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination: If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents/ Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services: In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONTRACTOR:

(Contractor)
(Address)
(City, State, Zip)
Attn: (Principal)
Phone: (Contact)

CITY:

City of Avalon
P.O. Box 707
410 Avalon Canyon Road
Avalon, CA 90704
Attn: City Manager
Phone: (310) 510-0220 ext.120
Fax: (310) 510-2478

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property:

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality: All ideas, memoranda, specifications,

plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the

performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees: If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any alleged acts, errors, or omissions of Contractor, its officials, officers, employees, agents, and Contractors arising out of or in connection with the performance of the Contractor's Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, official's officers, employees, agents, or volunteers.

3.5.7 Entire Agreement: This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law: This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.5.9 Time of Essence: Time is of the essence for each and every

provision of this Agreement.

3.5.10 City's Right to Employ Other Contractors: City reserves right to employ other Contractors in connection with this Project.

3.5.11 Successors and Assigns: This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer: Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions: Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification: No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries: There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests: Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than

a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment: Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification: By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement: Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts: This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required: Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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CITY OF AVALON

(CONTRACTOR)

By: _____
Date

By: _____
Date

Attest:

Name: _____

Date

Title: _____

[If Corporation, TWO
SIGNATURES, President **OR** Vice
President **AND** Secretary, **AND**
CORPORATE SEAL OF CONTRACTOR
REQUIRED]

Approved as to Form:

By: _____
Date

Date

Name: _____

City Attorney

Title:

CONTRACT EXHIBIT A
SCOPE OF SERVICES

ENCUMBERS CITY ISSUED REQUEST FOR PROPOSAL DOCUMENTS AND
CONTRACTOR'S PROPOSAL FOR SERVICES

CONTRACT EXHIBIT B
INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$10,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$10,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor’s employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

With respect to the vehicles to be used under the terms of this Contract, Contractor shall maintain in full force and effect insurance covering vehicles against physical damage from comprehensive and collision, in an amount equal to the vehicles’ actual cash value. Any deductible shall not exceed Ten Thousand Dollars (\$10,000.00) Per Incident, must be stated in writing to the City and shall be the sole responsibility of the Contractor.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$5,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-

insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000.00 per occurrence.

Insurance procured pursuant to these requirements shall be written by insurers that are licensed carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor:

1. Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contractor also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor’s employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not

make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.
10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be

interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

CONTRACT EXHIBIT C

COMPENSATION

[Monthly compensation rates and terms from RFP to be inserted]

ATTACHMENT B

**AVALON TRANSIT
OPERATING & FINANCIAL DATA**

FY 2012 -- 2013
FY 2013 – 2014
FY 2014 – 2015

FY2013 Final
 Agency Name: **City of Avalon**
 Mode: **MB** Service: **PT**

	a	b	c	d	e	f	g	h
Maximum Service Vehicles								
01	2	Data Transferred from B-10						
02	3							
Periods of Service								
03	10:00 AM	9:00 AM	9:00 AM		10:00 AM	10:00 AM	10:00 AM	
04	4:00 PM	6:00 PM	6:00 PM		4:00 PM	4:00 PM	4:00 PM	
Service Supplied								
06	2	2	2		2	2	2	
Total								
11	62	50	47	12,760	39.18%	100.0%		
12	58	48	45	12,030	38.49%	100.0%		
12a	4	2	2	730	52.03%	99.4%		
13	65	55	55	14,000	37.14%	98.4%		
Total								
14	12	10	9	2,518	38.37%	100.1%		
15	11	9	8	2,278	37.82%	100.1%		
15a	1	1	1	241	43.90%	99.6%		
Total Vehicle Speed								
	5.1	4.9	5.0					
Vehicle Revenue Speed								
	5.3	5.1	5.3					
Deadhead Speed								
	3.4	2.5	2.3					
Service Consumed								
16	259	253	191	54,986				
18								
20								
Service Operated (Days)								
21	123	52	53	228				
22								
23								
Directional Route Miles								
24								
25								
26								
27	9	9						
Total								

Transit Agency Service Non-Rail (S-10)						
FY2013 Final						
Agency Name:		Mode: DT	Service:	PT		
City of Avalon						
	a	b	c	d	f	
Maximum Service Vehicles - Taxicab						
01 Vehicles operated in annual maximum service (VOMS)	13	Data Transferred from B-10				
02 Vehicles available for annual maximum service (includes spares)	15					
Service Supplied						
12 Vehicle Revenue Miles (VRM)				Annual Total		
15 Vehicle Revenue Hours (VRH)				25,437		
				5,942		
Service Consumed						
18 Unlinked passenger trips (UPT)				21,044		
19 ADA unlinked passenger trips (UPT) (can be estimated)				318		2%
19a Sponsored service (UPT)						
20 Passenger miles traveled (PMT)				30,951		
				Annual Total		
Service Operated (Days)						
21 Days operated				365		
22 Days not operated due to strikes						
23 Days not operated due to officially declared emergencies						

FY2014 Final
 Agency Name: **City of Avalon** Mode: **MB** Service: PT

	a	b	c	d	d-1	e	f	g	h
Maximum Service Vehicles									
01 Vehicles operated in annual maximum service (VOMS)	2	Data Transferred from B-10							
02 Vehicles available for annual maximum service (includes spares)	3								
Periods of Service									
03 Time service begins	10:00 AM	9:00 AM	9:00 AM			10:00 AM	10:00 AM	10:00 AM	
04 Time service ends	4:00 PM	6:00 PM	6:00 PM			4:00 PM	4:00 PM	4:00 PM	
06 Vehicles in operation	2	2	2			2	2	2	
						a/(a+b+c)	(d-1)/d		
11 Total Vehicle Miles	55	48	44	12,447	12,447	37.51%	100.0%		
12 Vehicle Revenue Miles (VRM)	52	46	41	11,698	11,698	37.23%	100.0%		
12a Deadhead miles (line 11 minus line 12)	4	3	2	749	749	41.96%	100.0%		
13 Total scheduled vehicle revenue miles	60	50	50	13,750	13,540	37.50%	98.5%		
14 Total Vehicle Hours	10	9	9	2,384	2,387	36.94%	100.1%		
15 Vehicle Revenue Hours (VRH)	9	8	8	2,143	2,143	36.88%	100.0%		
15a Deadhead hours (line 14 minus line 15)	1	1	1	244	244	37.50%	101.6%		
Total Vehicle Speed	5.3	5.2	5.1						
Vehicle Revenue Speed	5.5	5.4	5.4						
Deadhead Speed	3.3	3.0	2.5						
16 Charter service hours									
17 School bus hours									
Service Consumed									
18 Unlinked passenger trips (UPT)	245	229	194	56,025	56,023		(d-1)/d		
20 Passenger miles traveled (PMT)					0		100.0%		
Service Operated (Days)									
21 Days schedule operated	139	52	52	191					
22 Days not operated due to strikes									
23 Days not operated due to officially declared emergencies									
Directional Route Miles									
24 Exclusive Right-of-Way (ROW)									
25 Controlled Access Right-of-Way (ROW)									
26 Mixed traffic Right-of-Way (ROW)	9								
27 Total	9								

Transit Agency Service Non-Rail (S-10)						
FY2014 Final	Agency Name:	Mode: DT	Service:	PT		
	City of Avalon					
		a	b	c	d	f
Maximum Service Vehicles -Taxicab						
01	Vehicles operated in annual maximum service (VOMS)	13	Data Transferred from B-10			
02	Vehicles available for annual maximum service (includes spares)	15				
Service Supplied						
12	Vehicle Revenue Miles (VRM)				Annual Total	
15	Vehicle Revenue Hours (VRH)				30,394	
					6,203	
Service Consumed						
18	Unlinked passenger trips (UPT)				26,162	
19	ADA unlinked passenger trips (UPT) (can be estimated)				523	2%
19a	Sponsored service (UPT)					
20	Passenger miles traveled (PMT)				37,245	
Service Operated (Days)						
21	Days operated				Annual Total	
22	Days not operated due to strikes				365	
23	Days not operated due to officially declared emergencies					

Transit Agency Service Non-Rail (S-10)

FY2015 Final		Mode: DT		Service:		PT	
Agency Name:							
City of Avalon							
		a	b	c	d	f	
Maximum Service Vehicles - Taxicab							
01	Vehicles operated in annual maximum service (VOMS)	13	Data Transferred from B-10				
02	Vehicles available for annual maximum service (includes spares)	15					
Service Supplied							
12	Vehicle Revenue Miles (VRM)				29,306		
15	Vehicle Revenue Hours (VRH)				5,206		
Service Consumed							
18	Unlinked passenger trips (UPT)				26,494		
19	ADA unlinked passenger trips (UPT) (can be estimated)				530		2%
19a	Sponsored service (UPT)						
20	Passenger miles traveled (PMT)				35,816		
Service Operated (Days)							
21	Days operated				365		
22	Days not operated due to strikes						
23	Days not operated due to officially declared emergencies						

ATTACHMENT C

**SUMMARY OF PRESENT HOURLY EMPLOYEE
POSITIONS, WAGE RANGES AND BENEFITS**

BENEFITS:

All full time non-probationary employees are eligible for six (6) paid holidays per year: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

PAID HOLIDAY:

PAID TIME OFF (PTO):

All full time employees receive eighty hours (80) per year.

HEALTH:

	Employer Contribution
EMPLOYEE ONLY	72.00%
EE + SPOUSE	34.45%
EE + CHILDREN	38.71%
FAMILY	24.32%

DENTAL:

The employee pays 100% of this cost.

VISION:

The employee pays 100% of this cost.

401K PLAN:

Provided for employees with no company match.

COMPLEMENTARY EVENT TICKETS:

Employees are provided tickets to various sporting events.

DISCOUNT EVENT TICKETS:

Employees are able to purchase discounted event tickets to major attractions.

CELL PHONE DISCOUNT:

Employees receive discounted prices for cell phones and cell plans.

WAGES

TITLE	PAY RATE
Project Manager	Confidential
Maintenance Manager	Confidential
Safety and Training Manager	Confidential
Accounting	\$18.00
Dispatcher 1	\$14.25
Dispatcher 2	\$13.00
Reservationist 1	\$11.00
Reservationist 2	\$10.75
Reservationist/Dispatcher 3	\$10.50
Mechanic	\$23.25
Bus Washer/Utility Person	\$10.75
Driver 1	\$10.50
Driver 2	\$10.50
Driver 3	\$10.50
Driver 4	\$10.50
Driver 5	\$10.50
Driver 6	\$11.50
Driver 7	\$11.50
Driver 8	\$11.75
Driver 9	\$13.65
Driver 10	\$14.00
Driver 11	\$14.25

**ATTACHMENT D
PROJECTED AVALON COMMUNITY
TRANSIT SERVICE SCHEDULE**

PROJECTED AVALON COMMUNITY TRANSIT SERVICE SCHEDULE

	Total VRH														Total Daily VRH	# Days in Season	VRH by Day			
	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900				2000		
Summer Season (1)																				
Sunday																9	18	10	180	
Bus 1			1	1	1	1	1	1	1	1	1	1	1	1	1					
Bus 2																				
Monday																8	16	11	176	
Bus 1			1	1	1	1	1	1	1	1	1	1	1	1	1					
Bus 2																				
Tuesday																8	16	11	176	
Bus 1			1	1	1	1	1	1	1	1	1	1	1	1	1					
Bus 2																				
Wednesday																8	16	11	176	
Bus 1			1	1	1	1	1	1	1	1	1	1	1	1	1					
Bus 2																				
Thursday																8	16	11	176	
Bus 1			1	1	1	1	1	1	1	1	1	1	1	1	1					
Bus 2																				
Friday																9	18	12	216	
Bus 1			1	1	1	1	1	1	1	1	1	1	1	1	1					
Bus 2																				
Saturday																8	17	15	255	
Bus 1			1	1	1	1	1	1	1	1	1	1	1	1	1					
Bus 2																				
															117	Total Summer Season VRH	1355			

	Total VRH														Total Daily VRH	# Days in Season	VRH by Day			
	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900				2000		
Off-Season (2)																				
Sunday																10	18	28	504	
Bus 1			1	1	1	1	1	1	1	1	1	1	1	1	1					
Bus 2																				
Monday (3)																8	16	31	496	
Bus 1			1	1	1	1	1	1	1	1	1	1	1	1	1					
Bus 2																				
Tuesday (3)																5	16	32	512	
Bus 1			1	1	1	1	1	1	1	1	1	1	1	1	1					
Bus 2																				
Wednesday																5	11	33	363	
Bus 1			1	1	1	1	1	1	1	1	1	1	1	1	1					
Bus 2																				
Thursday																0	11	32	352	
Bus 1			1	1	1	1	1	1	1	1	1	1	1	1	1					
Bus 2																				
Friday																0	18	31	558	
Bus 1			1	1	1	1	1	1	1	1	1	1	1	1	1					
Bus 2																				
Saturday																9	17	35	595	
Bus 1			1	1	1	1	1	1	1	1	1	1	1	1	1					
Bus 2																				
															107	Total Off-Season VRH	3380			
																Total Annual ACT VRH	4735			

Notes

1. Summer Season = June 17 - Sep 5, 2016
2. Off-Season = June 1 - June 16 and Sep 6, 2016 - March 31, 2017
3. 2 vehicles in operation due to cruise ships

**ATTACHMENT E
PROJECTED AVALON DIAL-A-RIDE
SERVICE SCHEDULE**

PROJECTED AVALON DIAL-A-RIDE SERVICE SCHEDULE

	Total VRH														Total Daily VRH	# Days in Season	VRH by Day		
	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900				2000	
Summer Season (1)																			
Sunday																9	18	10	180
Bus 1			1	1	1	1	1	1	1	1	1	1	1	1	1	9			
Bus 2																			
Monday		1	1	1	1	1	1	1	1	1	1	1	1	1	1	11	16	11	176
Bus 1		1	1	1	1	1	1	1	1	1	1	1	1	1	1	11			
Bus 2																			
Tuesday		1	1	1	1	1	1	1	1	1	1	1	1	1	1	11	16	11	176
Bus 1		1	1	1	1	1	1	1	1	1	1	1	1	1	1	11			
Bus 2																			
Wednesday		1	1	1	1	1	1	1	1	1	1	1	1	1	1	11	16	11	176
Bus 1		1	1	1	1	1	1	1	1	1	1	1	1	1	1	11			
Bus 2																			
Thursday		1	1	1	1	1	1	1	1	1	1	1	1	1	1	11	16	11	176
Bus 1		1	1	1	1	1	1	1	1	1	1	1	1	1	1	11			
Bus 2																			
Friday		1	1	1	1	1	1	1	1	1	1	1	1	1	1	12	18	12	216
Bus 1		1	1	1	1	1	1	1	1	1	1	1	1	1	1	12			
Bus 2																			
Saturday		1	1	1	1	1	1	1	1	1	1	1	1	1	1	11	17	15	255
Bus 1		1	1	1	1	1	1	1	1	1	1	1	1	1	1	11			
Bus 2																			
															6				
															117	Total Summer Season VRH	1355		

	Total VRH														Total Daily VRH	# Days in Season	VRH by Day		
	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900				2000	
Off-Season (2)																			
Sunday																9	18	28	504
Bus 1			1	1	1	1	1	1	1	1	1	1	1	1	1	9			
Bus 2																			
Monday (3)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	11	11	31	341
Bus 1		1	1	1	1	1	1	1	1	1	1	1	1	1	1	11			
Bus 2																			
Tuesday (3)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	11	11	32	352
Bus 1		1	1	1	1	1	1	1	1	1	1	1	1	1	1	11			
Bus 2																			
Wednesday		1	1	1	1	1	1	1	1	1	1	1	1	1	1	11	11	33	363
Bus 1		1	1	1	1	1	1	1	1	1	1	1	1	1	1	11			
Bus 2																			
Thursday		1	1	1	1	1	1	1	1	1	1	1	1	1	1	11	11	32	352
Bus 1		1	1	1	1	1	1	1	1	1	1	1	1	1	1	11			
Bus 2																			
Friday		1	1	1	1	1	1	1	1	1	1	1	1	1	1	12	18	31	558
Bus 1		1	1	1	1	1	1	1	1	1	1	1	1	1	1	12			
Bus 2																			
Saturday		1	1	1	1	1	1	1	1	1	1	1	1	1	1	11	17	35	595
Bus 1		1	1	1	1	1	1	1	1	1	1	1	1	1	1	11			
Bus 2																			
															6				
															97	Total Off-Season VRH	3065		
																Total Annual Dial-A-Ride VRH	4420		

Notes

1. Summer Season Period 1 = June 17 - Sep 5, 2016
2. Off-Season Period 1 = June 1 - June 16 and Sep 6, 2016 - March 31, 2017
3. 2 vehicles in operation due to cruise ships