

Honorable Mayor and Members  
of the City Council  
City Hall  
Torrance, California

**Members of the Council:**

**SUBJECT:** Transit – Approve agreement for project management and procurement assistance for the Intelligent Transit System Project.

**Expenditure: \$130,000**

**RECOMMENDATION:**

Recommendation of the Transit Director that City Council approve a consulting services agreement with Eiger TechSystems in the amount of \$130,000 for project management and procurement assistance for bus transit computer-aided dispatch radio and vehicle locator system for a term of November 8, 2011 to November 7, 2013.

**FUNDING:** Funding is available in the Transit Department's Federal Transit Administration Section 5307 Capital Grants.

**BACKGROUND/ANALYSIS:**

The Transit Department has been planning for the installation of an automatic vehicle locator (AVL) system for several years. The system will allow Transit to access data about buses, passengers, and overall system performance instantaneously. The AVL system will include voice enunciators to announce major stops per Americans with Disabilities Act requirements. The system will also be connected to our schedule software and will track buses via a global positioning system (GPS). At any time, Torrance Dispatch will know exactly where the buses are, whether they are on time and if the bus is experiencing any problems. This information will also be interfaced with the Department's public outreach efforts and allow patrons the ability to access bus information via internet and mobile devices. The buses will also be equipped with passenger counters to facilitate federal ridership reporting requirements.

Eiger TechSystems has been instrumental in assisting the Transit Department with the development of an AVL System. Although the project itself has been delayed at times due to staffing changes and financial concerns, it is nearing its conclusion. With the aid of Eiger TechSystems and the assistance of the Communications and Information Technology (CIT) Department, Transit was able to develop and release a Request for Information (RFI) in 2008.

Based upon industry feedback to the RFI, a Request for Proposal for the AVL system itself was developed and released in 2009. Three finalists were selected for the Best and Final (BAFO) portion of the rating process in 2010. Reference checks were conducted and site visits to various transit properties were also performed. Unfortunately, all BAFO responses came in much higher and almost double the project budget.

In early 2011, Transit staff worked with Eiger TechSystems and the CIT Department to downsize the scope of the project in order to ensure that it would remain within budget. It was decided that the project would be scaled back and developed in phases, and various aspects of the project would be done by City staff internally. At this time, the prior contract with Eiger TechSystems expired.

In September of 2011, the FTA Regional Office advised Transit to reissue the Request for Proposal for the AVL System due to the re-scoping of the project and changes to the project specifications. Staff plans to release this new RFP in January of 2012, with an opening scheduled for sometime in March. In order to achieve this, Transit requests that your Honorable Body approve a new contract with Eiger TechSystems.

PROJECT PHASE	TIME FRAME/STATUS
Initial Planning of Intelligent Transit System	Completed
ITS Needs Assessment of the Transit System	Completed
Development and Release of RFP for AVLIITS Consulting	Completed
Development of RFP for AVLIITS Project	Completed
Release and Scoring of RFP (Initial)	Completed
Re-Release of RFP (New)	January 2012
Scoring of RFP (New)	March 2012
Awarding of Project Contract	April 2012
Final Testing and Implementation of AVLIITS – Project Completion	December 2012

Original Contract Budget:  
\$249,630

Expenditure To Date:  
\$119,630

Remaining Contract Budget:  
\$130,000

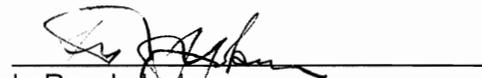
Eiger TechSystems has been involved with the project from almost the very start. The new consulting services agreement will not increase the budget of the project, and no additional funds are being added to the Consultant's contract. The not to exceed cost of \$130,000 represents the remaining funds for the Consultants prior agreement with the City.

Respectfully submitted,



\_\_\_\_\_  
Kim Turner  
Transit Director

CONCUR:



\_\_\_\_\_  
LeRoy J. Jackson  
City Manager

Attachment: A) Consulting Services Agreement with Eiger TechSystems

## CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of November 8, 2011 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and EIGER TechSystems, a California Corporation. (“CONSULTANT”).

### RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONSULTANT to Project Management and Procurement Assistance Consulting Service for a SmartBus System .
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposal for Project Management and Procurement Assistance Consultant for Bus Transit Computer-Aided Dispatch Radio and Vehicle Locator Systems, RFP No. B2005-48 (the “RFP”).
- C. CONSULTANT has submitted a Proposal (the “Proposal”) in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, the CITY is willing to award the contract to CONSULTANT.

### AGREEMENT:

#### 1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services and install those materials listed in CONSULTANT’S Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B.

#### 2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through November 7, 2013.

#### 3. COMPENSATION

##### A. CONSULTANT’S Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the compensation schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$130,000.00 (“Agreement Sum”), unless otherwise first approved in writing by the CITY.

##### B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly, within 30 days after the date of the monthly invoice.

#### 4. **TERMINATION OF AGREEMENT**

##### A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
  - a. cease operations as directed by CITY in the notice;
  - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
  - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

##### B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the City determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONSULTANT authorizes the CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONSULTANT's acts or omissions in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. **THE CITY'S REPRESENTATIVE**

Kim Turner is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. **CONSULTANT REPRESENTATIVE(S)**

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Nelson Lee

9. **INDEPENDENT CONTRACTOR**

The CONSULTANT is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as otherwise set forth in this Agreement. The CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

10. **BUSINESS LICENSE**

The CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform the CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from the CITY.

13. **CARE OF WORK**

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

14. **CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONSULTANT's time pertaining to the project, and records of accounts between the CITY and the CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

**15. INDEMNIFICATION**

CONSULTANT will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply, but only to the extent covered by CONSULTANT's negligence, even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting from the sole negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity.

**16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES**

No officer or employee of the CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

**17. INSURANCE**

A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

- (1) Automobile Liability, including non-owned and hired vehicles, with at least the following limits of liability:
  - (a) Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
  - (b) Primary Property Damage of at least \$250,000 per occurrence; or
  - (c) Combined single limits of \$1,000,000 per occurrence.
- (2) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
- (3) Professional liability insurance with limits of at least \$1,000,000 per occurrence.
- (4) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

B. The insurance provided by CONSULTANT will be primary and non-contributory.

C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer,

agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

- D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without ten days notice to CITY.

**18. SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated “B+” or better in the most recent edition of Best’s Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY (“Risk Manager”) due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONSULTANT agrees that the minimum limits of any insurance policies and/or performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

**19. CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee’s financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

**20. NOTICE**

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
  - (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
  - (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

- (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
- (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
- (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

CONSULTANT: Nelson Lee  
EIGER TechSystems, Inc.  
621 Strand St. Ste 5  
Santa Monica, CA 90405  
Fax: (310) 396-2179

CITY: City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90509-2970  
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

**21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONSULTANT without the prior written consent of the other.

**22. INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of the CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

**23. INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

**24. SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

**25. TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

**26. GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

**27. COMPLIANCE WITH STATUTES AND REGULATIONS**

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

**28. WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

**29. ATTORNEY'S FEES**

Except as set forth in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

**30. EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

**31. CONSULTANT'S AUTHORITY TO EXECUTE**

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE,  
a Municipal Corporation

EIGER TechSystems, Inc.  
a California Corporation

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_  
Nelson Lee, President

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_

Attachments:      Exhibit A:      RFP  
                         Exhibit B:      Proposal

Revised:      10/29/2008

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**

**CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503**

**RFP B2005-48**

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**Request for Proposal for  
Project Management and Procurement Assistance Consultant for  
Bus Transit Computer-Aided Dispatch Radio and Vehicle Locator Systems**

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**PROPOSAL SUBMITTAL INFORMATION**

**PLACE:** CITY OF TORRANCE  
Office of the City Clerk  
3031 Torrance Blvd.  
Torrance, CA 90503

**BID DEADLINE  
2:00 P.M.**

**IN CITY CLERK'S OFFICE  
ON BID OPENING DAY**

**DEADLINE:** 2:00 PM

**DATE:** Thursday, October 6, 2005

The **ORIGINAL, PLUS TWO (2) COPIES** of the PROPOSAL must be submitted in a sealed envelope and marked with the RFP number and title.

PROPOSALS MAY BE MAILED OR HAND DELIVERED. NO FAXED PROPOSALS WILL BE ACCEPTED. LATE PROPOSALS WILL NOT BE ACCEPTED. Proposals will be opened and publicly read aloud at 2:15 P.M. on the same date in the Council Chambers, Torrance City Hall.

**All responses must include the following components:**

- 1) Proposer's Response (Section III of this document). You must submit your response as requested.
- 2) Submittal and Addenda Checklist (Attachment A)
- 3) Proposer's Affidavit (Attachment B)
- 4) Cost Proposal
- 5) References (Attachment C)
- 6) Debarment (Attachment D)
- 7) Lobbying (Attachment E)
- 8) Disadvantaged Business Enterprise Effort (Attachment F)

Any questions regarding this proposal should be directed to:

Jim Mills, Administration Manager  
Transit Department  
(310) 618-6291

**CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503**

**RFP B2005-48**

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**Request for Proposal for  
Project Management and Procurement Assistance Consultant for  
Bus Transit Computer-Aided Dispatch Radio and Vehicle Locator Systems**

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**SECTION I RFP INSTRUCTIONS AND INFORMATION**

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on Thursday, October 6, 2005, and will be opened and publicly read aloud at 2:15 p.m. on the same date in the Council Chambers, Torrance City Hall. You are invited to be present at the opening of proposals. An original and two copies of each proposal must be submitted in a sealed envelope and clearly marked: "PROPOSAL FOR PROJECT MANAGEMENT AND PROCUREMENT ASSISTANCE CONSULTANT FOR BUS TRANSIT COMPUTER-AIDED DISPATCH RADIO AND VEHICLE LOCATOR SYSTEMS, RFP B2005-48".

**Pre-Proposal Conference:**

A pre-proposal conference will be held at the time indicated below for the purpose of reviewing the requirements of this RFP and to answer questions from potential proposers.

Wednesday, September 21, 2005 – 11:00 am  
Torrance Transit System  
Administration Office  
20500 Madrona Avenue  
Torrance, CA 90503-3692

**Proposal Form:**

The proposal must be made on the forms provided for that purpose, enclosed in a sealed envelope, and marked "Proposal for Project Management and Procurement Assistance Consultant for Bus Transit Computer-Aided Dispatch Radio and Vehicle Locator Systems, RFP B2005-48" and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd, Torrance CA. 90503. If the proposal is made by an individual, it must be signed by that individual, and an address, telephone number, fax number, and email address must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone number, fax number, and email address must be given. No telegraphic, fax, telephonic, or electronic proposal will be considered.

Blank spaces in the proposal forms must be filled in, using ink, indelible pencil, or typewriter and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

In submitting a proposal, Proposers must comply with the performance criteria as set forth in the following instructions. All proposals will be reviewed thoroughly prior to any selection to determine if Proposers have met all criteria in these proposal conditions. It is essential that Proposers read each of the sections carefully and take action where necessary.

The award of contract or contracts under this RFP will be based on competitive negotiated procurement procedures, and proposals submitted in response to this RFP will be subject to negotiation. A City of Torrance Transit System (TTS) Evaluation Committee will review and screen proposals. Proposers submitting responsive proposals may be considered for a subsequent interview and contract negotiation at their own expense. Proposals will be judged upon criteria presented in the section entitled Evaluation Criteria.

The City may consider proposals for any and/or all elements of the requested items. The quantities and items requested are only estimates and are subject to change.

**Proposer Responsibility:**

Should the Proposer find discrepancies in or omissions from these instructions or any of the attachments, or should it be in doubt as to their meaning, it shall at once notify the Transit Administration Manager in writing. Written instructions will be sent notifying all known potential Proposers of such discrepancy, if any, and of any changes via an addendum.

The Proposer is required to complete and submit their proposal in the specified format. In addition, the proposal must include the completed information requested in all appendices. Failure to answer all questions fully and correctly may result in the proposal being judged non-responsive.

The proposal and all other accompanying documents or materials submitted by a Proposer will be deemed to constitute part of the proposal. Proposals may be withdrawn prior to closing time. No proposal may be withdrawn for a period of 120 days after the time as set herein for the closing.

**Reservation:**

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable Proposers to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City reserves the right to award a contract to a firm solely on the basis of the initial proposal submitted. The City reserves the right to require more information and clarification of information submitted in the proposal to complete the evaluation.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the contract. The City reserves the right to reject any proposal not accompanied with all data or information required. The City reserves the right to cancel this solicitation, without penalty, at its sole discretion.

This Request for Proposal (RFP) does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

**Affidavit:**

An affidavit form is enclosed (Attachment B). It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected.

**The Contract:**

The Proposer to whom the award is made will be required to enter into a written contract with the City of Torrance, in the form attached (Attachment G). A copy of this RFP will be attached to and become a part of the contract. The successful Proposer will be required to comply with all terms, conditions, and provisions of the contract during the entire contract period.

**Disadvantaged Business Enterprises:**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs. The City of Torrance Transit System's (TTS) overall goal for DBE participation is 2 percent. A separate contract goal has not been established for this procurement.

The selected contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as TTS deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph.

Proposers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 C.F.R. 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying an Initial proposal:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the Proposer's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Proposers must present the information required above as a matter of responsiveness with initial proposals. Please use the forms contained in Attachment F, supplementing with additional support documentation as necessary. The successful Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the TTS. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify TTS, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of TTS.

Any questions about DBE participation or good faith efforts should be directed to Dennis Kobata, Senior Administrative Analyst, at (310) 618-3029 or dkobata@torrnet.com.

**Federal Regulation Conformance:**

The contractor is bound by the same terms and conditions of applicable federal regulations that are imposed on TTS for proper administration of this project. In the proposal, Proposers should also certify that their organization is not on a current list of contractors ineligible for federal government contracts.

**Buy America Certification:**

The contractor must comply with Buy America regulations and insure that all contractors selected as part of the procurement and installation phases are in compliance, as applicable.

**Debarment Certification:**

The Proposer shall certify that it is not included in the U.S. General Service Administration's list of ineligible contractors. Refer to Attachment D.

**Lobbying Restrictions:**

The Proposer is required to certify that no federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress regarding obtaining any federal contract, grant or any other award covered by 49 C.F.R. Part 20 and 31 U.S.C. 1352. Refer to Attachment E.

**Standards for Evaluation of Proposals:**

The City staff will use the following priorities, as well as pricing, in determining which proposal provides the best value in meeting the needs of the City. The City must be the sole determiner of suitability to the City's needs.

**1. Responsiveness Criteria**

- a. Submittal meets the City's deadline of Thursday, October 6, 2005.
- b. Organization of proposal: Proposals are submitted as required in Section I: Proposal Form and Section III: Proposal.
- c. Completeness of proposal: All required forms, questionnaires and information are complete, signed and dated.

**2. Evaluation Criteria**

- a. **Qualifications and experience: Specifically, the firms' experience with the services required and with public agencies. References (Attachment C) must include project employee resumes.**
- b. **Cost: the cost portion of the proposals received will be evaluated on the basis of all proposals being acceptable. A finance team will evaluate cost proposals.**

**CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503**

**RFP B2005-48**

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**Request for Proposal for  
Project Management and Procurement Assistance Consultant for  
Bus Transit Computer-Aided Dispatch Radio and Vehicle Locator Systems**

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**SECTION II TECHNICAL REQUIREMENTS**

**Introduction:**

The City of Torrance Transit System (TTS) is seeking proposals from qualified firms to perform project management services for the procurement and implementation of a Computer Aided Dispatch (CAD) Radio, Global Positioning System (GPS), Automatic Vehicle Locator System (AVL), and Schedule Adherence System (SAS).

The successful bidder for the management of the CAD Radio/GPS/AVL/SAS project will prepare technical specifications for the Request for Proposal (RFP) for the CAD Radio/GPS/AVL/SAS, perform contract pre-award services for the CAD Radio/GPS/AVL/SAS Contract, and manage the installation of CAD Radio/GPS/AVL/SAS project after the contract is awarded as is set forth in this scope of work.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

**General Requirements:**

**A. BACKGROUND**

TTS currently operates eight (8) routes and forty-five (44) P.M. peak buses.

**B. SCOPE OF WORK**

This section will contain the scope of work for the **Bus Systems Project Management Consultant (BSPMC)** project. This will include: updating the February 2004 Torrance Transit Smart Bus Needs Assessment, Bus Systems Project Contract Pre-Award Services, and Bus Systems Project Management Services. The successful BSPMC will provide a written narrative explaining the methodology for undertaking each part of the scope of work.

**1. Review of Proposed CAD Radio/GPS/AVL/SAS RFP**

**a. Develop TTS proposed RFP for the new CAD Radio/GPS/AVL/SAS**

The RFP should focus on promoting maximum competition and minimum pricing in line with quality equipment and functional system design. The BSPMC should keep in mind that the City will be updating its radio system and that the BSPMC

should consult with Torrance Communications and Information Technology staff for compatibility.

**b. Site Visits to Comparable Agencies**

The BSPMC will schedule site visits to similar size agencies that have existing CAD Radio/GPS/AVL/SAS accompanied by Torrance Communication and Information Technology and TTS staff. The purpose of these visits will be to review and discuss these agencies' experiences with procurement, installation, implementation, maintenance, and subsequent usability of their CAD Radio/GPS/AVL/SAS. The gathered information may be used to determine system design and the RFP.

**c. The successful BSPMC will provide an RFP for the CAD Radio/GPS/AVL/SAS with attention to the following:**

- Introduction
- System Objectives
- System Overview
- Conformance to National and Regional ITS Architecture and Standards
- Conformance to Federal Transit Administration Procurement Requirements
- Radio Systems Requirements
- Data System Requirements
- Hardware Requirements
- Interface Requirements (Network PC's, Trapeze FX, Trapeze OPS, farebox, digital destination sign, and on-board video camera systems)
- Automatic Passenger Counting System Requirements
- Automatic Annunciation System Requirements
- Signal Priority Option
- Central Processing Requirements
- Project Requirements
- Terms and Conditions

**2. CAD Radio/GPS/AVL/SAS Pre-Contract Award Services**

**a. Vendor List CAD Radio/GPS/AVL and Schedule Adherence System**

The selected BSPMC shall provide to TTS a listing of possible proposers to which the specification shall be mailed. A list shall be developed by the selected BSPMC and TTS notifying all proposers of the availability of the documents and having all interested proposers submit requests to TTS for the documents. The selected BSPMC shall conduct this request for letters of interest via US Mail, fax, and e-mail. Suitable advertisements for newspapers, METRO, and Passenger Transport will also be prepared by the consultant with TTS approval.

**b. CAD Radio/GPS/AVL/SAS Project Pre-Proposal Meeting**

The successful BSPMC will conduct with TTS an on-site pre-proposal meeting with prospective proposers for the Bus Systems Project RFP. The selected consultant will receive all verbal or written questions of clarification and requests for approved equals. The selected BSPMC in coordination with TTS will then clarify in writing all questions and answers. TTS will have final approval of the clarification. The BSPMC shall assist TTS in preparing any addenda.

**c. CAD Radio/GPS/AVL/SAS RFP Proposal Review**

A copy of each proposal received will be provided to the selected BSPMC for review. The BSPMC will generate a full report to TTS covering the following:

**1) Overview of Bus Systems Project Proposals**

A written review of the proposals including commentary on pricing obtained. If a limited number of responses are received the BSPMC will discuss why the firms did not respond.

**2) Price Analysis for CAD Radio/AVL Project Proposals**

A price analysis will be performed by the BSPMC based on other recent transit CAD Radio/AVL system procurements. The BSPMC will comment on differences and reasons for those differences shall be provided, and a copy of the analysis shall be provided to TTS's Transit Administration Manager.

**3) Compliance With Requirements**

A paragraph by paragraph review is to be undertaken of the most advantageous proposer with comments as to the superiority over other proposers. This written review will be provided to TTS and the BSPMC shall advise TTS's Transit Administration Manager or designee in determining a competitive range.

**4) Recommendation for Award of the CAD Radio/GPS/AVL/SAS Contract**

Recommendations and interviews for award shall be detailed, including all reasons thereto. The recommendations and interviews for award of the Bus Systems Project will be submitted to TTS's Transit Administration Manager for review with staff and a final award decision. Award of the radio contract will be the sole decision of TTS.

**3. CAD Radio/GPS/AVL/SAS Pre-Project Management**

The BSPMC shall prepare a narrative on the scope of work to allow TTS to evaluate the proposer's capability in this area. The following requirements shall be addressed:

**a. Establishment of Implementation Criteria**

The selected BSPMC will take the lead, subject to TTS approval, in establishing the format, authorities, reporting chains and implementation meeting scheduling. Proposer's responses shall outline the implementation methodology.

**b. Software Design Specification Definition**

The selected BSPMC will be responsible for undertaking the definition of the Software Design Specification (SDS) after the Bus Systems Project is awarded. The SDS resembles a Statement of Work (SOW) for software functions and transit operations and shall be prepared by the successful proposer to the CAD Radio/GPS/AVL/SAS Project under the direction of the consultant with strong input from TTS staff. The SDS is expected to outline all commands and functions and operation of the transit system with the new CAD radio. The document may reasonably be expected to approach one hundred (100) pages. The BSPMC will provide personnel with experience in radio engineering and technology, ITS transit projects, GPS systems, transit operations, computer aided dispatch and automatic vehicle locator systems with schedule adherence.

The BSPMC should discuss the proposed staff's experience in this area in detail in their proposals including any third-party contractors used. Resumes of proposed staff for the Bus Systems Project management assigned to the project including third-party contractors should be attached.

**c. CAD Radio/GPS/AVL/SAS Project Meeting Minutes and Reports**

The selected BSPMC will be required to chair with TTS all Bus Systems Project meetings, issue project meeting minutes and project reports. Each action item will be discussed, assigned and scheduled by the BSPMC. Only upon an action item being completed will it be removed from project reports and minutes. This requires that the selected BSPMC have the capability to maintain a "rolling" project report adding and deleting items as necessary. A report will be generated listing all action items and the respective resolution during acceptance testing. The report shall be used to confirm that all modifications have been completed. The selected BSPMC will have full responsibility for the reports' accuracy. These meeting minutes and project reports will be given to TTS.

**d. Updated CAD Radio/GPS/AVL/SAS Project Specification**

The selected BSPMC will be required to keep the original CAD Radio/GPS/AVL/SAS project specification updated from the aforementioned project minutes/reports. Any changes to the Bus Systems Project specification must be approved in writing by the TTS Operations Business Manager. This update will be undertaken by notations on each page of the original specification as to the agreed changes, waivers, additions and deletions along with revision numbers and dates. This updated specification shall be completely re-issued by the selected BSPMC at least every three (3) months or as TTS deems appropriate. Any approved changes to the specifications must be documented immediately and sent to the TTS Operations Business Manager.

**e. CAD Radio Area Coverage Testing and Monitoring**

The selected BSPMC shall arrange to undertake all coverage testing for the system. The two-way data interchanges and voice coverage shall be monitored. The selected BSPMC will produce a report showing coverage by area. At least 10 points per square mile shall be tested. All area coverage testing and monitoring must be performed in the presence of TTS appointed personnel. This report must be given to the TTS Operations Business Manager within two weeks after testing and monitoring is completed.

**f. Supervision of Mobile Data Hardware Installation**

A committee of transportation and maintenance personnel will provide equipment location requirement input. The selected BSPMC will record, photographically, all locations of each unit of equipment on each bus and provide such a report to TTS and selected Torrance staff for checking and future installations.

**g. Supervision of Central Dispatch System Installation**

The selected BSPMC will monitor, approve and record all central equipment installations in coordination with the TTS Operations Business Manager and selected TTS staff. All installations will be inspected for safety, compliancy and functionality. Reports will be provided to TTS stating that the requirements have been met.

**h. Supervision of CAD Radio/GPS/AVL/SAS Project Software Installation and Testing**

The selected BSPMC will be responsible for testing the completed system through full functionality including data transmission throughput, software work-up, crash recovery, memory management, CPU loading and compliance with all TTS requirements. All testing will be performed in the presence of appointed TTS staff. A detailed report of the system testing will be given to TTS within one week after testing is completed.

**i. Training**

The selected BSPMC will be responsible for arranging and organizing all training on the newly installed system in coordination with the TTS staff. The radio system contractor shall perform training on the newly installed radio system and software components. The selected BSPMC is required to supervise the training curriculum ensuring it is suitable to TTS requirements and issue appropriate approvals or modification requirements with the approval of the TTS Operations Business Manager.

**j. Manuals**

The selected BSPMC shall inspect, request modifications and provide approval (with the TTS Operations Business Manager approval) input of all manuals offered including those specifically written for the project (i.e. Dispatcher Manuals, Operator Manuals, System Software Manuals, and Administrative Manuals).

**k. Acceptance Testing**

The BSPMC will undertake all acceptance testing of the system and periodically issue reports. These reports will note compliance with all paragraphs of the original specification and recommendations shall be made as to acceptance, rejection or re-testing.

***TTS will budget for only one set of acceptance tests and will not be responsible for multiple tests. The BSPMC should take this into account in their costing and comments.***

**l. Maintenance**

The selected BSPMC will review the possibility and provide a report with recommendations. This report will include costs for outside maintenance of the system.

**m. Financial Control**

The selected BSPMC will be required to recommend payment, adjustment, and non-payment of all invoices issued by the supplier of the system; and forward to TTS for approval. All recommended changes orders require a signature of the TTS Operations Business Manager. The BSPMC shall maintain an updated financial control sheet to the line item level on the project.

The BSPMC shall be required to track DBE participation in the Bus Systems Project, including third-party contractors, with detailed accounting at the line item level. The participation shall be stated cumulative and per invoice.

The BSPMC shall recommend a retainage percentage on the project, and recommend to TTS the appropriate time to release the retainage on final acceptance of the entire Bus Systems Project .

n. **Overruns**

The BSPMC contract is for a "not to exceed" amount for project management of the new radio system. TTS requires that the selected BSPMC not exceed its proposed cost to TTS without TTS prior knowledge and approval. TTS is not responsible for any cost over the original "not to exceed" amount provided. If applicable, the BSPMC will be responsible for submitting a detailed written report addressing any additional costs incurred to perform the original scope of the BSPMC project. The BSPMC will address any estimated cost overruns for managing the Bus Systems Project in detail in writing to the TTS Operations Business Manager.

C. **Schedules for BSPMC and Bus Systems Project**

The BSPMC will comply with the following schedule based on the BSPMC's Contract award date:

- 1) Bus Systems Project timeline (including BSPMC milestones): Two weeks
- 2) Development of CAD Radio/GPS/AVL/SAS RFP: Two months
- 3) RFP Issued: Six weeks
- 4) Completion and acceptance of Bus Systems Project: Two years

D. **Sample Documentation**

Sample documentation should be presented to the TTS Operations Business Manager for review and approval within one week of BSPMC award. This documentation is not intended to be examples of specifications but rather control documentation for the radio system project.

E. **Bus Systems Project Management Consultant Cost Proposal**

The cost proposal should be broken out into two work sections:

- 1) RFP development of CAD Radio/GPS/AVL/SAS management; and,
- 2) contract award services and CAD Radio/GPS/AVL/SAS management on an hourly rate and number of hours for each task plus expenses with a guaranteed "not to exceed" amount for each work section.

The cost proposal must be detailed by task, by hours on-site, hours off-site, and who is performing each task. A detailed estimate of other expenses such as airline tickets, hotels, etc. must also be included. The number of on-site visits and their length of time for each shall also be included in the cost proposal with appropriate costs detailed by hourly rate and number of hours required. All expenses presented for payment shall have invoices and/or proper documentation.

**CITY OF TORRANCE**  
**3031 Torrance Blvd.**  
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**Request for Proposal for**  
**Project Management and Procurement Assistance Consultant for**  
**Bus Transit Computer-Aided Dispatch Radio and Vehicle Locator Systems**

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**SECTION III PROPOSAL**

**FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.**

In accordance with your "Request for Proposal", the following proposal is submitted to the City of Torrance.

**Introduction:**

1. Include a cover letter signed by an agent of the firm authorized to submit the proposal. The cover letter should include the name(s), phone number(s), and email address(es) of the key personnel for the vendor for all products and services that are proposed.
2. Table of Contents should include a clear identification of the material by section and page number.

**Profile of the Firm:**

1. Give a brief history of the company. State whether the firm is local, regional, national, or international and how long the company has been in existence, as well as how long the company has provided the kinds of services requested in this RFP. Give the location of the office that would be responsible for servicing this project. Indicate how long this office has been in existence.
2. To evaluate the Proposer's financial capacity, the Proposer must submit a copy of the company's year-end audited financial statements for 2004 and 2003. The Proposer should submit three credit references and any other information that may be relevant as evidence of sufficient operating reserves and financial stability.
3. Provide a list of at least three current customers who have acquired and installed the same or similar products or services as those being proposed for TTS. References are to be provided on Attachment D.

**Additional Data:**

Give any additional information considered essential to this proposal.

**Cost Proposal:**

Proposals that are submitted in response to this RFP should include a "cost proposal" of what the Proposer would charge to provide the services requested (required elements are described in Section II.E). Pricing shall include all travel time and expenses. The cost proposal must be signed by its preparer, along with the individual's printed name, title, date, phone number, fax number, and email address.

The completed cost proposal should be sealed in a separate envelope and labeled:

**COST PROPOSAL**  
**PROPOSAL FOR PROJECT MANAGEMENT AND PROCUREMENT ASSISTANCE CONSULTANT FOR**  
**BUS TRANSIT COMPUTER-AIDED DISPATCH RADIO AND VEHICLE LOCATOR SYSTEMS**  
**RFP B2005-48**

Attach the sealed envelope to the original proposal.

**Required Forms:**

1. Submittal and Addenda Checklist (Attachment A)
2. Proposer's Affidavit (Attachment B)
3. References (Attachment C)
4. Debarment (Attachment D)
5. Lobbying (Attachment E)
6. Disadvantaged Business Enterprise Effort (Attachment F)

**ATTACHMENT A**

**Addenda Received:**

Please indicate addenda information you have received regarding this proposal:

Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_

\_\_\_\_\_ No Addenda received regarding this proposal.

**Submittals:** Please indicate that the following are included with your proposal:

Submittal Requirements	Check here if Included:
Letter of Introduction	
Table of Contents	
Firm Profile	
Proposer's Affidavit	
Cost Proposal	
References	
Debarment Certification	
Lobbying Certification	
Disadvantaged Business Enterprise Effort	

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

ATTACHMENT B

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

\_\_\_\_\_ being first duly sworn, deposes and says:

1. That he/she is the \_\_\_\_\_ of \_\_\_\_\_  
(Title of Office) (Name of Company)

hereinafter called "Proposer", who has submitted to the City of Torrance a proposal for

\_\_\_\_\_  
(Title of RFP)

- 2. That the proposal is genuine; that all statements of fact in the proposal are true;
- 3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;
- 5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
- 6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or materialman, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
- 7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
- 8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Proposer Signature)

\_\_\_\_\_  
(Title)

**ATTACHMENT C****REFERENCES**

Work accomplished by firm which best illustrates current qualifications relevant to this project:

1. Job Description \_\_\_\_\_  
 Contract Amount \_\_\_\_\_  
 Time to Complete Job \_\_\_\_\_  
 Owner and Location \_\_\_\_\_  
 Contact Name and Telephone No. \_\_\_\_\_
  
2. Job Description \_\_\_\_\_  
 Contract Amount \_\_\_\_\_  
 Time to Complete Job \_\_\_\_\_  
 Owner and Location \_\_\_\_\_  
 Contact Name and Telephone No. \_\_\_\_\_
  
3. Job Description \_\_\_\_\_  
 Contract Amount \_\_\_\_\_  
 Time to Complete Job \_\_\_\_\_  
 Owner and Location \_\_\_\_\_  
 Contact Name and Telephone No. \_\_\_\_\_

Attach project employees' resumes for these projects.

Note: Failure to provide the above information in complete detail may result in your bid being considered non-responsive.

## ATTACHMENT D

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**  
**49 CFR Part 29**

This contract is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 C.F.R. § 29.995, or affiliates, as defined at 49 C.F.R. § 29.905, are excluded or disqualified as defined at 49 C.F.R. § 29.940 and 29.945.

The contractor is required to comply with 49 C.F.R. Part 29, Subpart C and must include the requirement to comply with 49 C.F.R. Part 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Torrance. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Torrance, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 C.F.R. Part 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -  
Lower Tier Covered Transaction"**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING  
49 CFR PART 20**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Proposer certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

## ATTACHMENT F

**TORRANCE TRANSIT SYSTEM  
BIDDER'S LIST**

All bidders/proposers are required to provide the following information for all DBE and non-DBE contractors, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. Torrance Transit System will use this information to maintain and update a Bidders List to assist in the overall annual goal DBE goal setting process.

Firm Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
 \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ No. of Years in Business: \_\_\_\_\_  
 Email: \_\_\_\_\_

Is the firm currently certified as DBE under the 49 C.F.R. Part 26 regulations?

YES  NO

Type of work/services/materials provided by firm: \_\_\_\_\_  
 \_\_\_\_\_

What were your firm's Gross Annual Receipts for last year?

\_\_\_\_\_ Less than \$1 Million  
 \_\_\_\_\_ Less than \$5 Million  
 \_\_\_\_\_ Less than \$10 Million  
 \_\_\_\_\_ Less than \$15 Million  
 \_\_\_\_\_ More than \$15 Million

This form can be duplicated if necessary to report all bidders'/proposers' (DBEs and non-DBEs) information.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
UTILIZATION**

The undersigned bidder/proposer has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

- The bidder/proposer is committed to a minimum of \_\_\_\_ % DBE utilization on this contract.
- The bidder/proposer (if unable to meet the DBE goal of 2%) is committed to a minimum of \_\_\_\_ % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder's/proposer's firm: \_\_\_\_\_  
State Registration No. \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
LETTER OF INTENT**

Name of bidder's/proposer's firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Description of work to be performed by DBE firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The bidder/proposer is committed to utilizing the above-named DBE firm for the work described above.  
The estimated dollar value of this work is \$ \_\_\_\_\_.

**Affirmation**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

If the bidder/proposer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

## ATTACHMENT G

## CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Insert name and business entity description, i.e. XYZ Corporation, a California Corporation ("CONSULTANT").

## RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONSULTANT to Insert brief description of services.
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposal for Insert brief title of RFP, RFP No. Insert RFP No. (the "RFP").
- C. CONSULTANT has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, the CITY is willing to award the contract to CONSULTANT.

## AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services and install those materials listed in CONSULTANT's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through \_\_\_\_\_.

3. COMPENSATION

## A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the compensation schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$Insert dollar amount ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

## B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly, within 30 days after the date of the monthly invoice.

#### **4. TERMINATION OF AGREEMENT**

##### **A. Termination by CITY for Convenience.**

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
  - a. cease operations as directed by CITY in the notice;
  - b. take actions necessary, or that CITY may direct for the protection and preservation of the work; and
  - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

##### **B. Termination for Cause.**

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

**C. Termination for Breach of Law.**

In the event the CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the City determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

**5. FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

**6. RETENTION OF FUNDS**

CONSULTANT authorizes the CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONSULTANT's acts or omissions in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

**7. THE CITY'S REPRESENTATIVE**

Insert a specific person is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

**8. CONSULTANT REPRESENTATIVE(S)**

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

**9. INDEPENDENT CONTRACTOR**

The CONSULTANT is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as otherwise set forth in this Agreement. The CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

**10. BUSINESS LICENSE**

The CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

**11. OTHER LICENSES AND PERMITS**

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

**12. FAMILIARITY WITH WORK**

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform the CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from the CITY.

**13. CARE OF WORK**

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

**14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONSULTANT's time pertaining to the project, and records of accounts between the CITY and the CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

**15. INDEMNIFICATION**

CONSULTANT will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES**

No officer or employee of the CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

**17. INSURANCE**

A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

- (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
  - (a) Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
  - (b) Primary Property Damage of at least \$250,000 per occurrence; or
  - (c) Combined single limits of \$1,000,000 per occurrence.
- (2) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
- (3) Professional liability insurance with limits of at least \$1,000,000 per occurrence.
- (4) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

B. The insurance provided by CONSULTANT will be primary and non-contributory.

- C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. **SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONSULTANT agrees that the minimum limits of any insurance policies and/or performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

19. **CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. **NOTICE**

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
  - (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
  - (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

- (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
- (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
- (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

CONSULTANT:

Fax:

CITY:

City Clerk  
 City of Torrance  
 3031 Torrance Boulevard  
 Torrance, CA 90509-2970  
 Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

**21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONSULTANT without the prior written consent of the other.

**22. INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of the CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

**23. INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. **SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. **TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

26. **GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. **WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. **ATTORNEY'S FEES**

Except as set forth in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. **EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

**31. CONSULTANT'S AUTHORITY TO EXECUTE**

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE,  
a Municipal Corporation

Insert name of business  
Insert type of entity

\_\_\_\_\_  
Dan Walker, Mayor

By: \_\_\_\_\_  
Insert Name and Title

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_

Attachments: Exhibit A: RFP  
Exhibit B: Proposal

Revised...: 1/30/01

**EXHIBIT B**  
**PROPOSAL**



## CONFIDENTIAL

**RFP B2005-48 Cost and Price Proposal**

As the selected consultant, EIGER warrants it will not exceed the proposed costs without prior knowledge and approval by Torrance Transit System. The cost proposal submitted by us is for a fixed price contract and Torrance Transit System is assured that EIGER will provide the technical consulting services listed in this proposal for the price quoted in the cost proposal. Should there be a major change in scope or assumptions resulting in a significant amount of additional work, EIGER would negotiate and discuss any fee implications before proceeding with any additional work in question. The cost proposal assumes EIGER staff will devote over 1800 hours for this project. It is our intent to be as flexible as possible in order to be responsive to the needs of TTS. Over 500 of the hours will be for on-site support. Each onsite visit will be approximately 4 to 6 hours in length.

The following assumptions were made in determining the cost for this proposal:

- An estimate of the hours spent by each EIGER member for each task is detailed in the Manpower Analysis, Hours per Task Table 3-2.
- Costs are based on the services proposed and the proposed project schedule. The schedules for some tasks are beyond the direct control of EIGER as Torrance Transit System controls the timeline of some activities. It is our intent to be as flexible as possible to accommodate schedule changes. However, some changes to the services to be provided or the schedule may result in additional costs. Should there be a change in scope or assumptions resulting in a significant amount of additional work, EIGER will negotiate and discuss any fee implications before proceeding with any

## CONFIDENTIAL

additional work in question.

- Monthly invoices will be submitted. Billings will be based on percentage of completion of each task.
- Invoices will be paid within 30 calendar days of receipt.
- The cost proposal is valid for 90 calendar days.
- The costs assumes the City's indemnification clause will be modified to the following: CONSULTANT shall indemnify and hold harmless CITY from and against all judgments, losses, damages, and expenses (including attorney fees and defense costs) to the extent such judgment, losses, damages, or expenses are caused by any negligent act, error or omission of CONSULTANT or any person or organization for whom CONSULTANT is legally liable.
- Pricing includes all travel time and expenses. The only ODC expenses are related to travel. Since EIGER personnel are local to Torrance Transit, the only costs for airline tickets and hotels are for one site visit as part of the Updated Needs Assessment in Task 1, 2 or 3 site visits during proposal evaluation in Task 2, and travel to the Contractor's facility for the Factory Acceptance Test in Task 3. The remainder of the ODC expenses are for auto mileage.



Nelson Lee, President

310 396-2959 voice

310 396-2179 fax

nlee@eigertech.com

CONFIDENTIAL

Loaded Hourly Rate

\$173 \$138 \$85 \$85 \$51

	Nelson Lee	Phil Collins	Guy Yamato	CY Luo	EIGER Admin	EIGER Total	EIGER Labor	EIGER ODC	EIGER TOTAL	On Site Hours
<b>Task 1 Review SmartBus Documentation and RFP</b>							37169	\$510	\$37,679	
Kickoff & TTS Interviews	30	8	8	8	8	62	8,069	\$78	\$8,146	24
Site Visits	24	0	0	0	4	28	4,362	\$316	\$4,678	
Updated Needs Assessment	20	8	8	4	4	44	5,792	\$39	\$5,830	8
Draft Technical Specifications	56	10	16	4	4	90	12,966	\$39	\$13,024	8
Final Technical Specifications	20	8	10	4	4	46	5,962	\$39	\$6,001	8
<b>Task 2 Pre SmartBus Contract Award Services</b>							58,023	\$2,504	\$58,566	
PreBid Meeting	8	4	8	0	4	24	2,622	\$39	\$2,860	8
Technical Responses	20	8	8	0	2	38	5,349	\$39	\$5,388	2
Proposal Review	60	20	10	8	4	102	14,883	\$78	\$14,961	20
Technical Interviews	24	24	20	0	20	88	10,181	\$78	\$10,258	20
Site Visits	24	2	2	0	2	30	4,705	\$2,000	\$6,705	
Best and Final Evaluations	24	4	8	0	0	36	5,390	\$78	\$5,468	6
Negotiations	56	4	8	0	2	70	11,036	\$155	\$11,191	24
Award Report	8	0	2	0	2	12	1,658	\$39	\$1,736	4
<b>Task 3 SmartBus System Project Management</b>							150,048	\$3,377	\$153,423	
Project Meetings	228	36	168	4	48	484	61,556	\$621	\$62,177	144
Design Review	40	12	20	8	6	86	11,272	\$138	\$11,408	16
CDRL Reviews	110	20	32	16	8	186	26,307	\$78	\$26,384	20
Factory Acceptance Testing	40	4	4	4	4	56	8,368	\$2,000	\$10,366	
First Article	40	12	20	20	2	94	12,092	\$155	\$12,247	40
Fixed End Installation Monitoring	8	4	12	12	2	38	4,084	\$78	\$4,161	16
Mobile Installation Monitoring	8	8	20	20	2	58	5,998	\$155	\$6,153	30
Acceptance Test Monitoring	60	20	40	40	8	168	20,372	\$155	\$20,527	112
<b>TOTAL</b>	<b>908</b>	<b>216</b>	<b>424</b>	<b>152</b>	<b>140</b>	<b>1840</b>	<b>243,238</b>	<b>\$6,392</b>	<b>\$249,630</b>	<b>510</b>

Task 1 Review SmartBus Documentation and RFP	\$37,679
Task 2 Pre SmartBus Contract Award Services	\$58,566
Task 3 SmartBus System Project Management	\$153,423

BSPMC Project Cost Summary