

Council Meeting of
June 26, 2007

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

Members of the Council:

**SUBJECT: Transit – Approval of Contract Services Agreement with PMC to
conduct a passenger miles study**

Expenditure: \$36,435

RECOMMENDATION:

The Transit Director recommends that Council approve the attached Contract Services Agreement with PMC to conduct a passenger miles study for the Transit Department, as required by the federal National Transit Database, at a cost not to exceed \$36,435.

FUNDING:

Funding is available in the Transit Department's FY2007-2008 operating budget.

BACKGROUND/ANALYSIS:

Under Federal regulations, the Torrance Transit Department is mandated to conduct surveys and provide "passenger miles" data to the National Transit Database (NTD) once every three years. "Passenger miles" is data that reflects the number of miles traveled by individuals utilizing the public transportation services provided by Torrance Transit during one calendar year. Per NTD guidelines, Transit is required to perform "passenger miles" counts across all eight of its fixed bus routes.

Transit has traditionally utilized the services of a contractor to conduct the surveys. Given the length of the mandatory survey period (one year) and the type of data that needs to be collected, this latter method has been found to be more cost effective than utilizing City personnel.

It is important to point out that the passenger miles study is a very in-depth and time consuming project, and all findings must be verified by a certified statistician (per federal regulations). Therefore, there are only a dozen agencies in California, and perhaps a handful in Southern California, that are capable of performing this study.

In May of 2007, the City of Torrance released a Request for Proposal (B2007-25) to conduct the passenger miles study. On June 7, 2007, the Transit department received three proposal applications. Listed below are the proposers and bid amounts:

Agency	Proposed Amount One Year	Difference from Low Bid
PMC	\$36,435	N/A
Field Data Services	\$37,000	\$565
Transportation Management & Design, Inc.	\$60,000	\$23,565

The Transit Department formed a panel which met to rate the proposals. Criteria for this evaluation are contained in Attachment A, Exhibit A, Page 3, Standards for the Evaluation of Proposals. The following panel reviewed each proposal.

1. Jim Mills – Administration Manager, Torrance Transit
2. Dennis Kobata – Senior Administrative Analyst, Torrance Transit
3. Paul Casey – City of Santa Monica, Santa Monica's Big Blue Bus

The panel found PMC to be the most qualified candidate for the service. Although all the proposers have the capability of performing the passenger miles study, PMC presented the most thorough methodology for conducting the study in a concise and efficient manner at the lowest price.

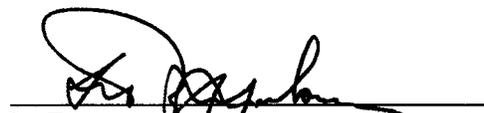
PMC is a Torrance based agency and knowledgeable about Torrance Transit System. PMC has conducted similar transit studies for other cities and transportation agencies.

Respectfully submitted,



Kim Turner
Transit Director

CONCUR:



LeRoy J. Jackson
City Manager

Attachments: A) Contract Services Agreement with PMC.

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of July 1, 2007 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and PMC, a California Contractor (“CONSULTANT”).

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONSULTANT to collect, analyze and prepare passenger miles data for the Torrance Transit System (TTS) as required by the Federal Transportation Authority, National Transit Database.
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposal for Passenger Miles Study, RFP No. B2007-25 (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 June 30, 2008.

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 \$36,435.00 (“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**

Dennis Kobata or James Lee 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:

Douglas Kim, Director of Transportation and Air Quality
Planning
Phone: 224-4500 ext. 172091, Fax: 310-320-5772

Email: DKim@pmcworld.com

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: PMC
 21171 S. Western Avenue, Suite 200
 Torrance, CA 90501
 Attn: Douglas Kim, Director
 Fax: 310-320-5772

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

PMC
a California Contractor,

Frank Scotto, Mayor

By: _____
Philip O. Carter, 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..: 1/30/01

EXHIBIT A
REQUEST FOR PROPOSALS

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. B2007-25

Request For Proposals to Conduct Bus Passenger Miles Study for the City of Torrance
Transit Department (Torrance Transit System)

RFP SUBMITTAL INFORMATION

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

DEADLINE: 2:00 PM

DATE: ~~Thursday, May 31, 2007~~
Thursday, June 7, 2007

The **ORIGINAL, PLUS TWO (2) COPIES** of the PROPSAL must be submitted in a sealed envelope and marked with the Proposal 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:

- Proposer's Response (Section III of this document)
You must submit your response on the forms provided. If additional space is required, please attach additional pages.
- Proposer's Affidavit (Attachment A)

Prior to the award of a Purchase Agreement

- Proof of insurance, as indicated in the terms and conditions of this proposal document, must be submitted to the City Clerk's Office.
- Proof of a City of Torrance Business License must be submitted to the City of Torrance Purchasing Division if; your company is located in the City of Torrance; will physically be working in the City of Torrance; or will be using your own vehicles to deliver to the City of Torrance. For additional information and licensing requirements, please contact the City of Torrance Business License Office at (310) 618-5923.

Any questions regarding this proposal should be directed to:

James Lee, Administrative Analyst
Torrance Transit System
(310) 781-6924

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. B2007-25

Request For Proposals to Conduct Bus Passenger Miles Study for the City of Torrance
Transit Department (Torrance Transit System)

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, May 31, 2007, 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: "Request For Proposals to Conduct Bus Passenger Miles Study for the City of Torrance Transit Department (Torrance Transit System), B2007-25".

Definitions:

The following meanings are attached to the following defined words when used in these specifications and the contract. The word "City" means the City of Torrance, California. The word "Proposer" or "Vendor" or "Contractor" means the person, firm, or corporation submitting a proposal on these specifications or any part thereof. "Successful Proposer" means the Proposer, Vendor or Contractor that has been awarded the contract.

Proposal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "Request For Proposals to Conduct Bus Passenger Miles Study for the City of Torrance Transit Department (Torrance Transit System), B2007-25" and addressed to the City Clerk, City of Torrance, 3031 Torrance CA. 90503. If the proposal is made by an individual, it must be signed by that individual, and an address, telephone (and fax number if available) 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 a contract. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposals will be considered.

Blank spaces in the proposal form 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.

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 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 reject any proposal not accompanied with all data or information required.

This 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 become the property of the City of Torrance.

Affidavit:

An affidavit form is enclosed. 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.

Standards for Evaluation of Proposals:

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

EVALUATION CRITERIA	POSSIBLE POINTS
Completeness of Proposal	25
Recent Experience	20
Price	30
References	25
TOTAL POINTS POSSIBLE	100

Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the specifications, prior experience with comparable proposals, delivery, and cost.

Errors and Omissions:

The Proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the Proposer's specifications submitted with its proposal. Full instruction will always be given when errors or omissions are discovered.

Propers Examination of Requirements:

The proposer is required to examine carefully the site, the instructions, information and specifications of this document, investigate the conditions to be encountered, the character, quality and quantities of work to be performed as required by this document. Submission of a proposal will be considered prima facie evidence that the proposer has made such examination.

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 A). A copy of this notice inviting proposals, and the proposer's accepted proposal will be attached to and become a part of the contract. All services supplied by the Vendor will conform to the applicable requirements of the City Charter, City Ordinances, and State or Federal Law covering Labor and Wages, as well as conforming to the specifications contained herein. In case of default by the Vendor, the City reserves the right to procure the articles or services from other sources and to hold the Vendor responsible for any excess cost incurred by the City hereby.

Term of Agreement:

The term of the agreement will be for a period of one year, from July 1, 2007 to June 30, 2008.

Suspension of Procurement:

City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this agreement, in the event unforeseen circumstances make such procurement impossible or infeasible, or in the event City should determine it to be in the best interest of City to cancel such procurement of services or materials.

In the event of termination, Vendor will perform such additional work as is necessary for the orderly filing of documents, and closing of project.

Vendor will be compensated for the terminated procurement on the basis of materials or services actually furnished or performed prior to the effective date of termination, plus the work reasonably required for filing and closing.

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. B2007-25

Request For Proposals to Conduct Bus Passenger Miles Study for the City of Torrance
Transit Department (Torrance Transit System)

SECTION II SPECIFICATIONS

Introduction:

This RFP is intended to be as descriptive as possible. However, proposers may not take advantage of omissions or oversights in this document. Proposer may 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:

The City of Torrance Transit Department (Torrance Transit System) is searching for a company to conduct an in-depth study that will count and record the number of passenger boardings and alighting from Torrance Transit buses during a one year period.

Programmatic Requirements

Passenger Miles (or the Sum of All Passenger Trips) is the total of the lengths of all trips added together for one entire fiscal year. This number can be arrived at through one of two methods:

- 1) A complete (100%) sample of all Torrance Transit passenger trips; or
- 2) A sampling method that meets the federal guidelines established by the National Transit Database of the Federal Transportation Authority (FTA) for accuracy and reliability. This technique involves the calculation by line of the average trip length and multiplying each length by the passengers per line to come up with a total.

The National Transit Database defines "Passenger Miles" and acceptable Passenger Mile sampling methods (pertaining to option #2 above) as:

"Passenger Miles (PM) - The cumulative sum of the distances ridden by each passenger."

"Passenger Mile Sampling - Any data sampling technique, by mode and type of service (TOS), used to calculate passenger miles that meets the 95 percent confidence and ± 10 percent precision levels."

The Proposer to whom the award is made will be required to conduct a Passenger Miles study per one of the two methods described above, on an agreed upon schedule with the City for the entire fiscal year beginning July 1, 2007 and ending June 30, 2008.

If method number one of the above is selected by the proposer, a complete survey of all Torrance Transit passenger trips will need to be conducted. Torrance Transit has traditionally favored method number two which takes a scientific/statistical sampling to calculate the necessary data, utilizing "round-trips" data over

“one-way trips data”. If the proposer chooses to utilize the latter method, Torrance Transit will develop and provide the required trip samples and schedules.

Torrance Transit operates 362 days per year (no service provided on Thanksgiving Day, Christmas Day, and New Year’s Day).

Administrative Requirements

The proposer to whom the award is made will validate and submit data to Torrance Transit in preparation for submission to the National Transit Database. The data will be submitted on a monthly basis in the agreed upon format.

Contract Term

Term of the contract will be for one year beginning July 1, 2007 and ending on June 30, 2008.

Proposal Submittals:

Each proposal must contain the following –

- Proposer’s Response (Section III)
- Proposer’s Affidavit (Attachment A)

Supervision:

The Contractor shall be responsible for monitoring the behavior and actions of any personnel assigned to the City of Torrance to ensure satisfactory performance of services as required under this RFP/Contract. Failure to comply with assignments given may result in immediate removal of service to the City. The Contractor shall immediately correct any such performance failures on the part of its employees – and if necessary, at the Contractor’s expense.

At all times, while on City property, the personnel assigned to this project shall be under the direction of the Transit Supervisors and Administrative Staff.

Right to Interview Personnel:

The City reserves the right to interview, and refuse if necessary, the personnel who are to be assigned to this project/contract.

Contractor Representative:

The Contractor shall designate a management representative to act as a Project Manager for the services rendered under this contract. This individual shall be listed as one of the Contractor’s Representatives. In the event this individual is not available or no longer employed with the Contractor’s firm, the Contractor must immediately notify the City in writing, and identify who the interim or new Project Manager is to be.

Proof of Insurance:

The Contractor must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work, as required in Paragraph 17 of the attached contract (Attachment B).

Torrance Business License:

The Contractor must apply for and obtain, at its own expense, a City of Torrance business license before commencing work.

Project Budget:

The Contractor shall provide a detailed project budget depicting the Contractor's costs that are included in calculating the cost per service hour. Please attach a separate project budget sheet to the end of "Section III Proposer's Response". A Price Proposal table is included in "Section III Proposer's Response" to assist you with calculations and needs to be filled out completely. But, a separate budget sheet must be attached at the end of the section also.

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. B2007-25

Request For Proposals to Conduct Bus Passenger Miles Study for the City of Torrance
Transit Department (Torrance Transit System)

SECTION III PROPOSER'S RESPONSE

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

In accordance with your "Invitation to Propose", the following Proposal is submitted to the City of Torrance.

Proposal Submitted By:

Name of Company

Address

City/State/Zip Code

Printed Name/Title

Telephone Number/Fax Number/Email Address

Form of Business Organization:

Please indicate the following (check one);

Corporation _____ Partnership _____ Sole Proprietorship _____

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

_____ Years

If less than three (3) years and your company was in business under a different name, what was that name?

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information

Name

Title

Telephone Number/Fax Number/Email Address

Addenda Received:

Please indicate addenda information you have received regarding this RFP:

Addendum No. _____ Date Received: _____
 Addendum No. _____ Date Received: _____
 Addendum No. _____ Date Received: _____
 Addendum No. _____ Date Received: _____

_____ No Addenda received regarding this RFP.

References:

Please supply the names of companies/agencies for whom you recently supplied comparable goods as requested in this RFP.

Name of Company/Agency Address Person to contact/Telephone No.

Name of Company/Agency Address Person to contact/Telephone No.

Name of Company/Agency Address Person to contact/Telephone No.

Price Proposal:

PRICE PROPOSAL	
- OPERATIONS/FIELD PERSONNEL -	
1. Number of Personnel Assigned To Project	
2. Number of Hours Each Personnel Will Work Per Week On This Project	
3. Weekly Personnel Hours (Multiply Lines 1 and 2)	
4. Hourly Wage Per Personnel Assigned	\$
5. Weekly Personnel Wages (Multiply Lines 3 and 4)	\$
6. Annual Personnel Wages (Multiply Line 5 by 52 weeks)	\$
- PROJECT MANAGER -	
7. Number of Hours Project Manager Will Work Per Week On This Project	
8. Hourly Wage of Project Manager Assigned	\$
9. Weekly Project Manager Wages (Multiply Lines 7 and 8)	\$
10. Annual Project Manager Wages (Multiply Line 9 by 52 weeks)	\$
11. Materials and Supplies Needed to Conduct Study (in office)	
12. Materials and Supplies Needed to Conduct Study (in the field)	
GRAND TOTAL (Add Lines 6, 10, 11 and 12)	\$

Project Manager:

Please provide the name of the individual at your company who will serve as Project Manager for this contract.

Name and Title

Telephone Number/Fax Number/Email Address

Contract Representative:

Please provide the name of the individual at your company who will be responsible for administering this contract.

Name and Title

Telephone Number/Fax Number/Email Address

Submittals Received:

Please indicate that the following are included with your proposal:

SUBMITTAL REQUIREMENTS	Please Check or "X" Here If Included:
1. Proposer's Response (Section III)	
2. Proposer's Affidavit (Attachment A)	

Proposer shall complete each item with a check mark to indicate if the item being proposed will performed exactly as specified, and enter a brief description in the proposer's comments column to indicate any deviation from the specifications of the item being proposed.

ITEM SPECIFICATION COLUMN	Yes	No	PROPOSER'S COMMENTS COLUMN
Proposer will conduct bus passenger miles study for the City of Torrance Transit Department (Torrance Transit System).			
Proposer will do a complete (100%) sample for the study. (Method #1)			
Proposer will utilize a sampling method that meets the federal guidelines established by the NTD for accuracy and reliability. (Method #2)			
Proposer will validate and submit data to Torrance Transit in preparation for submission to the National Transit Database.			
Proposer will submit data on a monthly basis via an agreed upon format.			

Project Budget Sheet:

Please attach a separate project budget sheet following this page. A Price Proposal table is included in this section to assist you with calculations and needs to be filled out completely. But, a separate budget sheet must also be attached here.

STATE OF CALIFORNIA

PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

_____ 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 the same is not sham; 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 purchase order;
- 5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over any 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 purchase order;
- 6. That the Proposer has not accepted any proposal from any subpurchase order or materialman through any RFP depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subpurchase order or materialman, which is not processed through that RFP depository, or which prevent any subpurchase order or materialman from proposing to any purchase order or who does not use the facilities of or accept proposals from or through such RFP depository;
- 7. That the Proposer did not, directly or indirectly, submit the Proposer's proposed price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, RFP 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, federal or public works project.

Dated this ____ day of _____, 20

(Proposer's Signature)

(Title)

CONSULTING SERVICES AGREEMENT (SAMPLE)

EXHIBIT B
PROPOSAL

PMC

www.pmcworld.com

June 7, 2007

City of Torrance
Office of the City Clerk
3031 Torrance Blvd.
Torrance, CA 90503

RE: REQUEST FOR PROPOSALS (RFP): B2007-25 TO CONDUCT BUS PASSENGER MILES STUDY

To: The Office of the City Clerk,

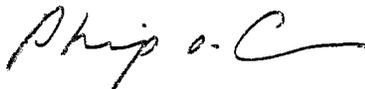
PMC is pleased to submit this Proposal to the City of Torrance Transit Department to conduct their bus passenger miles study. PMC has arranged an experienced team led by Douglas Kim, Director of Transportation and Air Quality Planning.

PMC was established in 1995 with a mission to provide project management, planning and environmental services to public agencies, and since that time has provided service to more than 200 cities, counties, special districts and state agencies throughout California. The Company has grown steadily and today consists of over 220 employees working out of its nine primary offices (Los Angeles, San Diego, Monterey, Oakland, Davis, Rancho Cordova, Chico, Mt. Shasta, and Phoenix). PMC's efforts for the City would be coordinated through our Los Angeles office.

We acknowledge receipt of Addendum No. 1 and state this proposal shall remain valid for a period of no less than 90 days from June 7, 2007.

We appreciate your consideration of PMC for this important assignment, and look forward to participating further in the consultant selection process. All the information contained in this Proposal is truthful and accurate to the best of my knowledge. Please contact **Douglas Kim** at (310) 224-4500 ext. 17209, Fax (310) 320-5772 or at his email address dkim@pmcworld.com regarding this Proposal. Mr. Kim authorized to represent the firm regarding the Proposal content. Mr. Philip O. Carter is the authorized person that can bind PMC contractually.

Sincerely,



Philip O. Carter
President

140 Independence Circle
Suite C
Chico, CA 95973
(530) 894-3469 Phone
(530) 894-6459 Fax

1590 Drew Avenue
Suite 120
Davis, CA 95616
(530) 750-7076 Phone
(530) 750-2811 Fax

21171 S. Western Avenue
Suite 200
Torrance, CA 90501
(310) 224-4500 Phone
(310) 320-5772 Fax

585 Cannery Row
Suite 304
Monterey, CA 93940
(831) 644-9174 Phone
(831) 644-7696 Fax

508 Chestnut Street
Suite A
Mt. Shasta, CA 96067
(530) 926-4059 Phone
(530) 926-4279 Fax

1440 Broadway
Suite 1008
Oakland, CA 94612
(510) 272-4491 Phone
(510) 268-9207 Fax

1270 East Broadway Road
Suite 109
Tempe, AZ 85282
(480) 377-6664 Phone
(480) 557-9820 Fax

10461 Old Placerville Road
Suite 110
Sacramento, CA 95827
(916) 361-8384 Phone
(916) 361-1574 Fax

6020 Cornerstone Court West
Suite 350
San Diego, CA 92121
(858) 453-3602 Phone
(858) 453-3623 Fax

1-866-828-6762

Scope of Work Methodology for Bus Passenger Miles Study for the City of Torrance Transit Department (Torrance Transit System)

PMC's objective is to assist Torrance Transit in collection of its bus passenger miles for its annual National Transit Database (NTD) report. We will provide detailed documentation on the number of unlinked trips and passenger miles, as specified by the Urban Mass Transportation Administration's (UMTA's) established methodology. Our overriding goal is to ensure that the observations are conducted in the most efficient, responsive, and financially accountable manner possible to ensure smooth transition of the data to the required NTD reporting format. As project manager for the bus passenger miles study, Mr. Douglas Kim will oversee all quality control and assurance for the bus passenger monitoring. As Director for Long Range Planning at the Los Angeles County Metropolitan Transportation Authority, Mr. Kim oversaw the quality control for several countywide transportation programs. As project coordinator, Mr. Jeremy Bailey has extensive experience in transit planning and analysis for AC Transit and the Southern California Association of Governments. PMC will employ trained personnel that will discreetly conduct the passenger observations as specified by Torrance Transit and UMTA methodology. PMC's convenient location in Torrance will enable easy access to the Torrance Transit System through out the life of the project.

Proposal Methodology

To accurately gauge service for Torrance Transit System's bus passenger miles and maintain the quality of analysis, PMC will employ the random sampling techniques detailed by the UMTA in U.S. DOT Circular UMTA C 2710.1A. To maximize staff time and expenses PMC proposes to employ sampling plan five as detailed in the circular on page II-1, or another federally-approved option that is suitable to Torrance Transit. Plan five calls for an observation of ten bus trips every fifth day with a total sampling of 730 trips for the year of the contract. The surveyor will ride the bus trips as randomly selected by Torrance Transit and count the passengers that board and de-board the bus at each stop on the trip. The distances between the stops on each trip will be measured through Arc Maps measurement tool with a transit network and street base map for reference. The combination of on's and off's as well as the distances between the stops, provides all of the data necessary to reveal the number of bus trips and passenger miles.

The data collection form will mirror the exact format detailed in the UMTA circular appendix B. One of these forms will be used per bus trip observation. The surveyor will board the bus at the beginning point of the trip and seat themselves towards the back of the bus to observe both doors. A bus trip is defined in the UMTA circular as one way trip, a loop counts as two trips. Sampled trips may also include express, shuttle, school, and demand responsive trips as well. If needed, during peak periods, two surveyors might be needed and each would observe one door. Data on trip serial numbers, route

identification, vehicle inventory numbers, bus capacities, and stop identifications will be detailed by Torrance Transit along with the random trips and schedules chosen for observation. When the bus departs the beginning point of the trip the surveyor will record the number of passengers who boarded the bus including any passenger already on-board from the last trip. At each stop the surveyor will record the stop identification, and the number of passengers boarding and de-boarding. Between the stops the surveyor will count the remaining passengers, plus those who boarded from the last stop, as well as those who de-boarded at the pervious stop. To derive the passenger miles from the collected data the project coordinator will multiply the number of passengers on board the bus between each stop by the distance (supplied by the project coordinator in advance) between the specified stops that will yield the passenger miles generated between the stops on the trip. Once the final stop on the trip is reached the data will be totaled and turned in to the project coordinator the same day. These totals will be tallied each week by the project coordinator using the daily record sheet format detailed in the UMTA Circular appendix C. The tallied data yields the total capacity and seat miles, trips in the sample, and number of bus trips. Because the data collection methodology will also yield unlinked passenger trip data which is also mandated for inclusion into the NTD annual report, the data can be included in this analysis at no additional charge. This data can also be useful to Torrance Transit's scheduling, planning and operations departments. Per Torrance Transit's sampling methodology the observation data should be divided by time period (AM, PM peak, mid-day, night, weekends) to conduct calculations as recommended by UMTA requirements.

To derive bus passenger miles from collected data the project coordinator will divide the number of sampled total passenger miles by the total number of trips. Once trip totals are tallied the average passenger miles are multiplied by the total number of all trips for the bus system and yields the annual passenger miles figure for the NTD report. The project coordinator will send tallied data sheets in specified formats as requested by Torrance staff once per month.

Again, if requested by Torrance Transit, at no additional cost, unlinked passenger trips may also be compiled from the already collected data by dividing the sampled total number of passengers who boarded by the total number of trips in the sample. Finally, multiplication of the average unlinked trips by the total number of trips in the bus system will yield the average annual unlinked passenger trips for the system.

Sampled trips and schedules will be chosen by Torrance Transit and must be assigned at random as detailed in chapter VI-1 and VI-3 of the UMTA circular. The sample size however is tied to the sampling plan chosen by the consultant. In this case plan five calls for a total of 730 sampled trips for the year. If Torrance Transit follows UMTA random selection process it should automatically distribute the trips to be sampled according to time period. We hope that once these trips and observations times are selected that we can coordinate with Torrance Transit staff and schedule observations to maximize staff time and contract expenses.

Related Experience and References

PMC provides contract staff to a variety of public agencies throughout California and is committed to using the resources of the entire firm. Staff with expertise in landscape architecture, environmental compliance, community development, transportation planning, development review, code compliance, engineering, building inspection, and regulatory documentation can be called upon to support the efforts of the assigned staff and provide agencies with a wealth of knowledge. Since we work for agencies throughout California, we can also provide examples of successful programs, policies, and documents from other agencies, something our clients have found particularly helpful and include the following project related references:

San Bernardino Associated Governments

PMC recently completed the performance audit of the six transit operators in San Bernardino County. The audits ranged in scope and depth provided that the audited agencies included rural operators and urban transit providers. Each audit was customized to address each operator's performance indicators and functional issues. Work efforts included compliance with TDA provisions, implementation of prior audit recommendations and review of service planning and marketing. Recommendations were made for each transit operator that seeks to improve data collection and reporting, and coordination of program administration with SANBAG.

Contact: Mike Bair
 Director of Transit and Rail Programs
 SANBAG
 1170 W. 3rd, 2nd Floor
 San Bernardino, CA 92410
 (909) 884-8276

Imperial Valley Association of Governments

PMC, as a sub-consultant to Arthur Bauer & Associates, and conducted the TDA performance audit of the regional agency and provided a performance assessment of the county's transit services. As all of the public transit operators claim TDA funds under Article 8, a separate transit operator performance audit was not mandatory. However, IVAG realized the importance of the audit and requested that an operator assessment be conducted as part of the RTPA report. IVAG's performance audit was intended to describe how well the regional agency is meeting its administrative and planning obligations under TDA, and evaluate its organizational management and efficiency. The audits of the transit operators determined each of their performance according to several performance indicators and coordination of services. Recommendations were made for IVAG to review its current staffing levels, follow up on short range plan recommendations and analyze transit performance consistent with TDA.

Contact: Kathi Williams
 Administrative Analyst
 Imperial Valley Association of Governments
 940 West Main Street Suite 208
 El Centro, CA 92243
 (760)482-4290

Riverside County Transportation Commission

PMC with Arthur Bauer & Associates was the lead auditor retained by the Riverside County Transportation Commission to conduct its TDA performance audit covering FY's 2001 through 2003. The audit included RCTC as well as the seven transit operators in the county. Given the rapid population increase and demand for services, the agency was undergoing a review of its program administration and requested assistance for improvement. The audit made recommendations to improve the efficiency of delivering these programs to meet transportation demand. In addition, a special section of the RCTC audit described the impact of recent legislation regarding the farebox recovery ratio calculation.

Contact: Tanya Love
 Transit Program Manager
 RCTC
 4080 Lemon Street, 3rd Floor
 Riverside, CA 92501
 (951) 787-7141

PMC has assisted transit agencies in jurisdictions throughout California for the past twelve years. PMC will lead a team that has the discipline and experience necessary to perform the transit observations requested by Torrance Transit. Our past experience includes transit agency auditing through an evaluation of the efficiency and effectiveness of operations, maintenance, and management, as well as operations planning, transit corridor analysis, long range transit planning, and cost/revenue analysis for regional transportation projects and programs. The PMC team for the Bus Passenger Miles Study will be lead by Douglas Kim, Director of Transportation and Air Quality Planning. He has a twenty year track record of leadership in transportation, land use, and air quality planning throughout California. His related experience includes:

Los Angeles County Metropolitan Transportation Authority

Congestion Management Program

Mr. Kim oversaw the State-mandated Congestion Management Program for 89 cities in Los Angeles County to ensure city compliance with mobility and growth requirements to assure local governments' eligibility and receipt of \$93 million annually in State sales tax revenue. The CMP creatively links transportation, land use, and air quality

decisionmaking at the local government level and addresses the impact of local growth on the regional transportation system. In this capacity, he oversaw the development of: traffic level of service standards; highway and roadway system monitoring, multi-modal system performance analysis, the Transportation Demand Management program, the Land Use Analysis program, and ensuring local conformance for all of the 89 cities. He directly reviewed traffic and transportation analyses, oversaw input into the transportation and financial analysis models, managed local governments' compliance with transit service and planning requirements, and ensured conformance with CEQA requirements.

Los Angeles County Metropolitan Transportation Authority

Long Range Transportation Plan

Mr. Kim oversaw the development of the 2007 Long Range Transportation Plan for Los Angeles County that lays out a 25-year plan of transportation priorities for the agency. The purpose of the Plan was to identify a balanced, constrained, multi-modal plan that would maximize system-wide performance for inclusion in the federally-mandated SCAG Regional Transportation Plan. Key issues included the alternatives analysis of potential transit projects against multi-modal transportation performance measures, bus transit capital and operating financial constraints, and resolving structural operating deficits in the transit system.

Los Angeles County Metropolitan Transportation Authority

Call for Projects

Doug oversaw the administration of the MTA's biennial Call for Projects, a countywide process of allocating discretionary federal, state and local transportation funds to improve all modes of surface transportation. Eligible entities include local jurisdictions, transit operators, and other public agencies. Following the development of evaluation criteria and the ranking of eligible projects, preliminary recommendations were submitted to MTA's Technical Advisory Committee and the MTA Board of Directors for review and approval.

Proposed Staffing:

Douglas Kim, AICP; Project Manager:

As PMC's Director of Transportation and Air Quality Planning, Mr. Kim serves as a project manager and technical analyst for a variety of projects. He specializes in transportation, transit, air quality, and land use planning, as well as environmental review and analysis. Mr. Kim has over twenty years of policy and technical experience in developing long- and short-range multi-modal transportation plans, including development of performance measures, performing alternatives analyses, and managing technical modeling. He has managed preparation of air quality plans, developed air

quality regulations, and performed urban land use and growth analyses. Mr. Kim has prepared and reviewed CEQA and NEPA documents for major land use and transportation projects and has authored guidance documents on how to perform transportation and circulation studies and air quality analyses.

Jeremy D. Bailey, Project Coordinator:

Mr. Bailey has four years experience in transit planning and analysis. At AC Transit, he implemented customer surveys, GIS analysis (route planning, demographic analysis, cartography, schedule building), compiled Title VI reports for FTA, and performed level of service assessments and data on trip generators and attractors. He created and implemented the Class Pass Survey, a joint fare program between The University of California at Berkeley and AC Transit. He created and implemented the web-based survey and compiled the results and final report. He updated planning department base GIS maps by adding paths inside all BART stations areas for their scheduling department. Mr. Bailey created a fare structure methodology and maps for the Eco Pass program and new route maps in ArcView, assisted in the calibration of data from automatic passenger counters (APC), and re-routed buses, moved stops and compiled a TFCA report for Coliseum BART streetscape improvements. He is skill in numerous software packages, including ArcGIS, ArcView 3.3, and SPSS. At the Southern California Association of Governments, he assisted in interpretation of new SAFETEA-LU transit related programs, coordinated the Regional Transit Task Force and Regionally Significant Transportation Investment Studies (RSTIS) committees, and conducting spatial demographic and transit performance analysis to support the Regional Transportation Plan's transit and smart growth policies. He also managed two tribal transit related projects that conducted needs assessments to assess needed infrastructure improvements necessary to extend Sunline and YCAT transit service to the Coachella and Winterhaven tribal areas.

Shelly Bullard Kim, AICP; Project Staff

Ms. Bullard Kim has ten years of experience in transportation and transit planning. She has performed on-board level of service assessments for the Citizens Area Transit (CAT) local bus service through the Regional Transportation Commission of Southern Nevada. She monitored transit boardings, alightings, bus passenger miles, and other service variables in the Las Vegas area. She has also served as a Planning Associate for the City of Torrance and has worked in both the Current and Advanced Planning Divisions. She would serve as a subconsultant and use her comprehensive understanding of the City and its transportation system to oversee and perform the on-board data collection.

Bus Passenger Miles Study Proposed Budget

Proposal Schedule & Budget, One Year Time Period Sampling Study Totals

	Kim	Bailey	Bullard Kim	Staff	Total Hrs
Observations					
Surveying		15	548	548	1111
Transportation to study sites		8	0	0	8
Quality Control					
Coordination/Review	12	52	6	6	76
Data Compilation		52			52
Meetings/Form Delivery	8	8			16
Total Hrs	20	135	554	554	1,263
Total Costs	\$2,800	\$11,475	\$11,080	\$11,080	\$36,435
Rates	\$140	\$85	\$20	\$20	

PMC proposes to implement sampling plan five as detailed by the UMTA in U.S. DOT Circular UMTA C 2710.1A page II-1, or any federally-approved sampling option that is desirable to Torrance Transit. The sampling plan calls for observations to occur every fifth day. Ten trips will be observed each observation day by two to three staff totaling 73 observation days for the year, and 1,111 hours of observation time. PMC assumes each transit surveying trip will average 90 minutes for a total of 15 hours of observations per assigned day.

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. B2007-25

Request For Proposals to Conduct Bus Passenger Miles Study for the City of Torrance
Transit Department (Torrance Transit System)

SECTION III PROPOSER'S RESPONSE

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

In accordance with your "Invitation to Propose", the following Proposal is submitted to the City of Torrance.

Proposal Submitted By:

PMC
Name of Company

21171 S. Western Ave, Suite 200
Address

Torrance, CA 90501
City/State/Zip Code

Jeremy D. Bailey, Associate Planner
Printed Name/Title

310-224-4500 ex. 17202 / 310-320-5772 / jbailey@pmeworld.com
Telephone Number/Fax Number/Email Address

Form of Business Organization:

Please indicate the following (check one);

Corporation Partnership Sole Proprietorship

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

12 Years

If less than three (3) years and your company was in business under a different name, what was that name?

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information

Jeremy D Bentley
Name

Associate Planner
Title

310-229-4500 ex. 170202 / 310-320-5772 / jrbentley@pmcworld.com
Telephone Number/Fax Number/Email Address

Addenda Received:

Please indicate addenda information you have received regarding this RFP:

Addendum No. <u>1</u>	Date Received: <u>5/30/07</u>
Addendum No. <u> </u>	Date Received: <u> </u>
Addendum No. <u> </u>	Date Received: <u> </u>
Addendum No. <u> </u>	Date Received: <u> </u>

 No Addenda received regarding this RFP.

References:

Please supply the names of companies/agencies for whom you recently supplied comparable goods as requested in this RFP.

<u>SANBAG</u>	<u>1170 W 3rd St, 2nd Flr. San Bernardino, CA</u>	<u>Mike Bair</u>
Name of Company/Agency	Address	Person to contact/Telephone No. <u>909-854-5276</u>

<u>IVAG</u>	<u>940 W. Main St, Suite 208 El Centro, CA</u>	<u>Kathi Williams</u>
Name of Company/Agency	Address	Person to contact/Telephone No. <u>760-452-4290</u>

<u>RCTC</u>	<u>4090 Lemon St, 3rd flr Riverside, CA</u>	<u>Tanya Love</u>
Name of Company/Agency	Address	Person to contact/Telephone No. <u>951-757-7141</u>

Price Proposal:

PRICE PROPOSAL	
- OPERATIONS/FIELD PERSONNEL -	
1. Number of Personnel Assigned To Project	1. 2
2. Number of Hours Each Personnel Will Work Per Week On This Project	7
3. Weekly Personnel Hours (Multiply Lines 1 and 2)	7
4. Hourly Wage Per Personnel Assigned	\$ 5800
5. Weekly Personnel Wages (Multiply Lines 3 and 4)	\$ 40600
6. Annual Personnel Wages (Multiply Line 5 by 52 weeks)	\$ 30,940
- PROJECT MANAGER - / Project Coordinator	
7. Number of Hours Project Manager Will Work Per Week On This Project	.576 / 2.15
8. Hourly Wage of Project Manager Assigned	\$ 140.00 / 85.00
9. Weekly Project Manager Wages (Multiply Lines 7 and 8)	\$ 80.64 / 182.75
10. Annual Project Manager Wages (Multiply Line 9 by 52 weeks)	\$ 4,193 / 9,503
11. Materials and Supplies Needed to Conduct Study (in office)	Included in Budget
12. Materials and Supplies Needed to Conduct Study (in the field)	Included in Budget
GRAND TOTAL (Add Lines 6, 10, 11 and 12)	\$ 44,636.00*

*Numbers are rounded. Please see attached Budget.

Project Manager:

Please provide the name of the individual at your company who will serve as Project Manager for this contract.

Douglas Kim - Director of Transportation and Air Quality Plans
Name and Title

310-224-4500 ex 17209 / DKim@pmeworld.com
Telephone Number/Fax Number/Email Address

Contract Representative:

Please provide the name of the individual at your company who will be responsible for administering this contract.

Pam Warfield, Contracts Administration
Name and Title

916-361-8384 ex 210 / 916-361-1574 / pwarfield@pmeworld.com
Telephone Number/Fax Number/Email Address

Sampling Methodology To Be Utilized:

In the space below, please describe in detail the methodology you will be utilizing to conduct the passenger miles study. Please give examples of similar studies you have conducted and their outcomes. (Please attach additional sheets if more space is needed.)

Please see Attachment.



Scope of Work Methodology for Bus Passenger Miles Study for the City of Torrance Transit Department (Torrance Transit System)

PMC's objective is to assist Torrance Transit in collection of its bus passenger miles for its annual National Transit Database (NTD) report. We will provide detailed documentation on the number of unlinked trips and passenger miles, as specified by the Urban Mass Transportation Administration's (UMTA's) established methodology. Our overriding goal is to ensure that the observations are conducted in the most efficient, responsive, and financially accountable manner possible to ensure smooth transition of the data to the required NTD reporting format. As project manager for the bus passenger miles study, Mr. Douglas Kim will oversee all quality control and assurance for the bus passenger monitoring. As director for Long Range Planning at the Los Angeles County Metropolitan Transportation Commission, Mr. Kim oversaw the quality control for several countywide transportation programs. As project coordinator, Mr. Jeremy Bailey has extensive experience in transit planning and analysis for AC Transit and The Southern California Association of Governments. PMC will employ trained personnel that will discreetly conduct the passenger observations as specified by Torrance Transit and UMTA methodology. PMC's convenient location in Torrance will enable easy access to the Torrance Transit System through out the life of the project.

Proposal Methodology

To accurately gauge service for Torrance Transit System's bus passenger miles and maintain the quality of analysis, PMC will employ the random sampling techniques detailed by the UMTA in U.S. DOT Circular UMTA C 2710.1A. To maximize staff time and expenses PMC will employ sampling plan five as detailed in the circular on page II-1. Plan five calls for an observation of ten bus trips every fifth day with a total sampling of 730 trips for the year of the contract. The surveyor will ride the bus trips as randomly selected by Torrance Transit and count the passengers that board and de-board the bus at each stop on the trip. The distances between the stops on each trip will be measured through Arc Maps measurement tool with a transit network and street base map for reference. The combination of on's and off's as well as the distances between the stops, provides all of the data necessary to reveal the number of bus trips and passenger miles.

The data collection form will mirror the exact format detailed in the UMTA circular appendix B. One of these forms will be used per bus trip observation. The surveyor will board the bus at the beginning point of the trip and seat themselves towards the back of the bus to observe both doors. A bus trip is defined in the UMTA circular as one way trip, a loop counts as two trips. Sampled trips may also include express, shuttle, school, and demand responsive trips as well. If needed, during peak periods, two surveyors might be needed and each would observe one door. Data on trip serial numbers, route identification, vehicle inventory numbers, bus capacities, and stop identifications will be



detailed by Torrance Transit along with the random trips and schedules chosen for observation. When the bus departs the beginning point of the trip the surveyor will record the number of passengers who boarded the bus including any passenger already on-board from the last trip. At each stop the surveyor will record the stop identification, and the number of passengers boarding and de-boarding. Between the stops the surveyor will count the remaining passengers, plus those who boarded from the last stop, as well as those who de-boarded at the previous stop. To derive the passenger miles from the collected data the project coordinator will multiply the number of passengers on board the bus between each stop by the distance (supplied by the project coordinator in advance) between the specified stops that will yield the passenger miles generated between the stops on the trip. Once the final stop on the trip is reached the data will be totaled and turned in to the project coordinator the same day. These totals will be tallied each week by the project coordinator using the daily record sheet format detailed in the UMTA Circular appendix C. The tallied data yields the total capacity and seat miles, trips in the sample, and number of bus trips. Because the data collection methodology will also yield unlinked passenger trip data which is also mandated for inclusion into the NTD annual report, the data can be included in this analysis at no additional charge. This data can also be useful to Torrance Transit's scheduling, planning and operations departments. Per Torrance Transit's sampling methodology the observation data should be divided by time period (AM, PM peak, mid-day, night, weekends) to conduct calculations as recommended by UMTA requirements.

To derive bus passenger miles from collected data the project coordinator will divide the number of sampled total passenger miles by the total number of trips. Once trip totals are tallied the average passenger miles are multiplied by the total number of all trips for the bus system and yields the annual passenger miles figure for the NTD report. The project coordinator will send tallied data sheets in specified formats as requested by Torrance staff once per month.

Again, if requested by Torrance Transit, at no additional cost, unlinked passenger trips may also be compiled from the already collected data by dividing the sampled total number of passengers who boarded by the total number of trips in the sample. Finally, multiplication of the average unlinked trips by the total number of trips in the bus system will yield the average annual unlinked passenger trips for the system.

Sampled trips and schedules will be chosen by Torrance Transit and must be assigned at random as detailed in chapter VI-1 and VI-3 of the UMTA circular. The sample size however is tied to the sampling plan chosen by the consultant. In this case plan five calls for a total of 730 sampled trips for the year. If Torrance Transit follows UMTA random selection process it should automatically distribute the trips to be sampled according to time period. We hope that once these trips and observations times are selected that we can coordinate with Torrance Transit staff and schedule observations to maximize staff time and contract expenses.



Related Experience and References

PMC provides contract staff to a variety of public agencies throughout California and is committed to using the resources of the entire firm. Staff with expertise in landscape architecture, environmental compliance, community development, transportation planning, development review, code compliance, engineering, building inspection, and regulatory documentation can be called upon to support the efforts of the assigned staff and provide agencies with a wealth of knowledge. Since we work for agencies throughout California, we can also provide examples of successful programs, policies, and documents from other agencies, something our clients have found particularly helpful and include the following project related references:

San Bernardino Associated Governments

PMC recently completed the performance audit of the six transit operators in San Bernardino County. The audits ranged in scope and depth provided that the audited agencies included rural operators and urban transit providers. Each audit was customized to address each operator's performance indicators and functional issues. Work efforts included compliance with TDA provisions, implementation of prior audit recommendations and review of service planning and marketing. Recommendations were made for each transit operator that seeks to improve data collection and reporting, and coordination of program administration with SANBAG.

Contact: Mike Bair
 Director of Transit and Rail Programs
 SANBAG
 1170 W. 3rd, 2nd Floor
 San Bernardino, CA 92410
 (909) 884-8276

Imperial Valley Association of Governments

PMC, as a sub-consultant to Arthur Bauer & Associates, and conducted the TDA performance audit of the regional agency and provided a performance assessment of the county's transit services. As all of the public transit operators claim TDA funds under Article 8, a separate transit operator performance audit was not mandatory. However, IVAG realized the importance of the audit and requested that an operator assessment be conducted as part of the RTPA report. IVAG's performance audit was intended to describe how well the regional agency is meeting its administrative and planning obligations under TDA, and evaluate its organizational management and efficiency. The audits of the transit operators determined each of their performance according to several performance indicators and coordination of services. Recommendations were made for IVAG to review its current staffing levels, follow up on short range plan recommendations and analyze transit performance consistent with TDA.



Contact: Kathi Williams
 Administrative Analyst
 Imperial Valley Association of Governments
 940 West Main Street Suite 208
 El Centro, CA 92243
 (760)482-4290

Riverside County Transportation Commission

PMC with Arthur Bauer & Associates was the lead auditor retained by the Riverside County Transportation Commission to conduct its TDA performance audit covering FY's 2001 through 2003. The audit included RCTC as well as the seven transit operators in the county. Given the rapid population increase and demand for services, the agency was undergoing a review of its program administration and requested assistance for improvement. The audit made recommendations to improve the efficiency of delivering these programs to meet transportation demand. In addition, a special section of the RCTC audit described the impact of recent legislation regarding the farebox recovery ratio calculation.

Contact: Tanya Love
 Transit Program Manager
 RCTC
 4080 Lemon Street, 3rd Floor
 Riverside, CA 92501
 (951) 787-7141

PMC has assisted transit agencies in jurisdictions throughout California for the past twelve years. PMC will lead a team that has the discipline and experience necessary to perform the transit observations requested by Torrance Transit. Our past experience includes transit agency auditing through an evaluation of the efficiency and effectiveness of operations, maintenance, and management, as well as operations planning, transit corridor analysis, long range transit planning, and cost/revenue analysis for regional transportation projects and programs. The PMC team for the Bus Passenger Miles Study will be lead by Douglas Kim, Director of Transportation and Air Quality Planning. He has a twenty year track record of leadership in transportation, land use, and air quality planning throughout California. His related experience includes:

Los Angeles County Metropolitan Transportation Authority

Congestion Management Program

Mr. Kim oversaw the State-mandated Congestion Management Program for 89 cities in Los Angeles County to ensure city compliance with mobility and growth requirements to assure local governments' eligibility and receipt of \$93 million annually in State sales tax revenue. The CMP creatively links transportation, land use, and air quality



decisionmaking at the local government level and addresses the impact of local growth on the regional transportation system. In this capacity, he oversaw the development of: traffic level of service standards; highway and roadway system monitoring, multi-modal system performance analysis, the Transportation Demand Management program, the Land Use Analysis program, and ensuring local conformance for all of the 89 cities. He directly reviewed traffic and transportation analyses, oversaw input into the transportation and financial analysis models, managed local governments' compliance with transit service and planning requirements, and ensured conformance with CEQA requirements.

Los Angeles County Metropolitan Transportation Authority

Call for Projects

Doug oversaw the administration of the MTA's biennial Call for Projects, a countywide process of allocating discretionary federal, state and local transportation funds to improve all modes of surface transportation. Eligible entities include local jurisdictions, transit operators, and other public agencies. Following the development of evaluation criteria and the ranking of eligible projects, preliminary recommendations were submitted to MTA's Technical Advisory Committee and the MTA Board of Directors for review and approval.

Los Angeles County Metropolitan Transportation Authority

Congestion Mitigation Fee

Mr. Kim oversaw MTA's development of a proposed traffic impact fee that would be used to fund roadway and transit capital improvements through developer exactions for the 89 jurisdictions in Los Angeles County. Local governments would be required to call on developers to pay their fair share contribution of future transportation capital improvements deemed important by local governments. This included an AB 1600 nexus study that directly links the traffic impacts of growth with impacts and the ultimate costs of building infrastructure to maintain roadway levels of service. The Fee program is designed to serve as Los Angeles County's Deficiency Plan as required under the State-mandated Congestion Management Program.

Proposed Staffing:

Doug Kim Project Manager:

As PMC's Director of Transportation and Air Quality Planning, Mr. Kim serves as a project manager and technical analyst for a variety of projects. He specializes in transportation, air quality, and land use planning, as well as environmental review and analysis. Mr. Kim has over twenty years of policy and technical experience in developing long- and short-range multi-modal transportation plans, including development of performance measures, performing alternatives analyses, and managing



technical modeling. He has managed preparation of air quality plans, developed air quality regulations, and performed urban land use and growth analyses. Mr. Kim has prepared and reviewed CEQA and NEPA documents for major land use and transportation projects and has authored guidance documents on how to perform transportation and circulation studies and air quality analyses.

Jeremy D. Bailey Project Coordinator:

Mr. Bailey has four years experience in transit planning and analysis. At AC Transit, he implemented customer surveys, GIS analysis (route planning, demographic analysis, cartography, schedule building), compiled Title VI reports for FTA, and performed level of service assessments and data on trip generators and attractors. He created and implemented the Class Pass Survey, a joint fare program between The University of California at Berkeley and AC Transit. He created and implemented the web-based survey and compiled the results and final report. He updated planning department base GIS maps by adding paths inside all BART stations areas for their scheduling department. Mr. Bailey created a fare structure methodology and maps for the Eco Pass program and new route maps in ArcView, assisted in the calibration of data from automatic passenger counters (APC), and re-routed buses, moved stops and compiled a TFCA report for Coliseum BART streetscape improvements. He is skill in numerous software packages, including ArcGIS, ArcView 3.3, and SPSS. At the Southern California Association of Governments, he assisted in interpretation of new SAFETEA-LU transit related programs, coordinated the Regional Transit Task Force and Regionally Significant Transportation Investment Studies (RSTIS) committees, and conducting spatial demographic and transit performance analysis to support the Regional Transportation Plan's transit and smart growth policies. He also managed two tribal transit related projects that conducted needs assessments to assess needed infrastructure improvements necessary to extend Sunline and YCAT transit service to the Coachella and Winterhaven tribal areas.

Submittals Received:

Please indicate that the following are included with your proposal:

SUBMITTAL REQUIREMENTS	Please Check or "X" Here If Included:
1. Proposer's Response (Section III)	X
2. Proposer's Affidavit (Attachment A)	X

Proposer shall complete each item with a check mark to indicate if the item being proposed will performed exactly as specified, and enter a brief description in the proposer's comments column to indicate any deviation from the specifications of the item being proposed.

ITEM SPECIFICATION COLUMN	Yes	No	PROPOSER'S COMMENTS COLUMN
Proposer will conduct bus passenger miles study for the City of Torrance Transit Department (Torrance Transit System).	✓		
Proposer will do a complete (100%) sample for the study. (Method #1)		✓	
Proposer will utilize a sampling method that meets the federal guidelines established by the NTD for accuracy and reliability. (Method #2)			
Proposer will validate and submit data to Torrance Transit in preparation for submission to the National Transit Database.	✓		
Proposer will submit data on a monthly basis via an agreed upon format.	✓		

Project Budget Sheet:

Please attach a separate project budget sheet following this page. A Price Proposal table is included in this section to assist you with calculations and needs to be filled out completely. But, a separate budget sheet must also be attached here.

Please see Attachment.



Bus Passenger Miles Study Proposed Budget

Proposal Schedule & Budget, One Year Time Period Sampling Study Totals

	Kim	Bailey	Total Hrs
Observations			
Surveying		362	362
Transportation to study sites		8	8
Quality Control			
Coordination/Review	12	52	64
Data Compilation		52	52
Meetings/Form Delivery	18	8	26
Total Hrs	30	482	512
Total Costs	\$4200.00	\$40970.00	\$45,170.00
Rates	\$140.00	\$85.00	

PMC choose to implement sampling plan five as detailed by the UMTA in U.S. DOT Circular UMTA C 2710.1A page II-1. The sampling plan calls for observations to occur every fifth day. Ten trips will be observed each observation day by one or two staff (if needed) totaling 73 observation days for the year, and 362 hours of observation time. PMC assumes each transit surveying trip will average 30 minutes for a total of five hours of observations per assigned day. Project coordination, data compilation, and meeting times for the project are assumed at an average of 2.3 hours per week for the project coordinator.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

Jeremy D. Buckley being first duly sworn, deposes and says:

1. That he/she is the Associate Planner of Pine
(Title of Office) (Name of Company)

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

Bus Passenger Miles Study for the City of Torrance Transit Department
(Title of RFP)

2. That the proposal is genuine; that the same is not sham; 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 purchase order;
5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over any 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 purchase order;
6. That the Proposer has not accepted any proposal from any subpurchase order or materialman through any RFP depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subpurchase order or materialman, which is not processed through that RFP depository, or which prevent any subpurchase order or materialman from proposing to any purchase order or who does not use the facilities of or accept proposals from or through such RFP depository;
7. That the Proposer did not, directly or indirectly, submit the Proposer's proposed price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, RFP 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, federal or public works project.

Dated this 6 day of June, 20

[Signature]
(Proposer's Signature)

Associate Planner
(Title)

ADDENDUM #1

CITY OF TORRANCE
3031 Torrance Boulevard
Torrance, CA 90503

RFP

BID NO. B2007-25

Request For Proposals to Conduct Bus Passenger Miles Study for the City of Torrance Transit Department (Torrance Transit System)

ADDENDUM #1

THE FOLLOWING CHANGES ARE HEREBY INCORPORATED INTO AND MADE A
MANDATORY PART OF SUBJECT RFP (PLEASE NOTE - THE SUBMITTAL
DEADLINE/OPENING DATE OF THE RFP HAS BEEN EXTENDED ONE WEEK):

RFP SUBMITTAL INFORMATION

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

DEADLINE: 2:00 PM

DATE: Thursday, ~~May 31, 2007~~ June 7, 2007

SECTION II SPECIFICATIONS

General Requirements:

The City of Torrance Transit Department (Torrance Transit System) is searching for a company to conduct an in-depth study that will count and record the number of passenger boardings and alighting from Torrance Transit buses during a one year period for its eight (8) fixed bus routes and its Municipal Area Express (MAX) routes.

Programmatic Requirements

If method number one of the above is selected by the proposer, a complete survey of all Torrance Transit passenger trips will need to be conducted. Torrance Transit has traditionally favored method number two which takes a scientific/statistical sampling to calculate the necessary data, utilizing "round-trips" data over "one-way trips data". If the proposer chooses

to utilize the latter method, Torrance Transit will develop and provide the required trip samples and schedules for its eight (8) fixed bus routes. For the MAX routes, the successful proposer will be allowed to establish and select the random trips samplings of its choosing.

By Order Of

Kim Turner

Kim Turner, Transit Director
Torrance Transit System

May 24, 2007

Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.

Jeremy D. Railey / J. D. Railey
Name and Signature

PMC

Name of Company

21171 S. Western Ave., Suite 200
Address

Torrance, CA 90501
City, State, Zip Code