

Council Meeting of
September 22, 2009

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

Members of the Council:

SUBJECT: Transit – Award of Contract to Conduct a Line-by-Line Analysis of the Torrance Transit System.

Expenditure: Not to exceed \$86,588.00.

RECOMMENDATION

Recommendation of the Transit Director that City Council approve a Consulting Services Agreement with Diversified Transportation Solutions (DTS) of Corona, California to conduct a line-by-line analysis of the Torrance Transit System at a cost not to exceed \$86,588.00.

FUNDING

Funding is available in the FY 2009-10 Transit operating budget.

BACKGROUND

The line-by-line analysis, which is required every three years, involves the gathering and analysis of data on ridership counts, passengers by fare type, transfers, productivity of the system, schedule adherence, and origin/destination information. The report also includes survey results of rider satisfaction with the service and profiles of Torrance Transit's passengers. This analysis will also involve analysis of several service lines that may benefit from reorganization and will gather data to update Title VI (Civil Rights Act of 1964) compliance. The Title VI requirement ensures that there is equitable service provided throughout Torrance Transit's service area.

ANALYSIS

The line-by-line analysis serves as both an important transit-planning tool and as an update of Torrance Transit's compliance with Title VI. As a planning tool, the line-by-line analysis enables the Transit Department to identify opportunities for improving services as well as inefficiencies that may exist in the current service provided. This year's line-by-line analysis is timely in that it will provide a planning resource for both Torrance Transit and the City of Torrance Strategic Plan.

The Request For Proposal (RFP) announcement was advertised in the June 19, 2009 online edition and the June 22, 2009 print edition of *Passenger Transport*. Fourteen prospective proposers requested the Proposal Packet and six responsive proposers submitted their proposals on July 30, 2009.

On August 20, 2009, a panel reviewed and rated the proposals. Panel participants were:

- Samira Baghdikian Senior Contract Administrator, LA Metro
- Paul Casey Senior Transit Program Analyst, Santa Monica Big Blue Bus
- Dennis Kobata Senior Administrative Analyst, Torrance Transit (non-scoring moderator)
- James Lee Administrative Analyst, Torrance Transit
- Sarah Weiner Staff Assistant, Torrance Transit (non-scoring moderator)

A summary of the ratings is captured in Table 1 below:

Proposer	Project Reqs (25)	Qualifications Firm/Personnel (25)	Past Performance (25)	Cost (25)	Total Score (100)	Proposal Amount
Diversified Transportation Solutions	20.67	20.67	22.33	24.67	88.33	\$ 86,588.00
Transportation Mgmt & Design	22.00	20.33	21.33	21.33	85.00	\$109,897.00
Nelson/Nygaard Consulting Assoc.	22.33	20.67	18.67	18.33	80.00	\$128,947.00
Dan Boyle & Associates	19.33	20.00	16.00	22.33	77.67	\$ 86,990.00
Connectics Transportation Group	18.33	17.67	17.67	17.00	70.67	\$119,547.00
Wilbur Smith Associates	18.67	14.67	12.00	22.00	67.33	\$ 87,000.00

Table 1: Summary of Average Scores and Bid Amounts for RFP B2009-23 Proposers

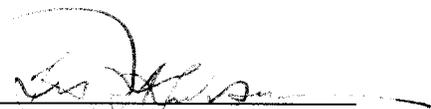
Transit staff concurs with the Rating Panel and recommends Diversified Transportation Solutions (DTS) as the successful proposer. DTS ranked well in all categories, but did particularly well in *Qualifications of Firm/Personnel, Past Performance, and Cost*.

Respectfully submitted,



Kim Turner
Transit Director

CONCUR:



LeRoy J. Jackson
City Manager

Attachments:

- A) Consulting Services Agreement with Diversified Transportation Solutions

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CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of September 20, 2009 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Diversified Transportation Solutions, a transportation consultancy (“CONSULTANT”).

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONSULTANT to conduct a line-by-line analysis of the Torrance Transit System for a cost not to exceed \$86,588.00.
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposal (“RFP”) for a line-by-line analysis of the Torrance Transit System, RFP No. B2009-23.
- C. CONSULTANT has submitted a Proposal (“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 October 31, 2010.

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 \$86,588.00 (“Agreement Sum”), unless otherwise first approved in writing by the CITY.

- B. Schedule of Payment.

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

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

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

C. Termination for Breach of Law.

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

5. **FORCE MAJEURE**

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

6. **RETENTION OF FUNDS**

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

7. **THE CITY'S REPRESENTATIVE**

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

8. **CONSULTANT REPRESENTATIVE(S)**

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

Roderick T. Goldman

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 Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers 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 ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without 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.

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

Diversified Transportation Solutions
a Transportation Consultancy

Frank Scotto, Mayor

By: _____
Roderick T. Goldman, President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A: RFP
 Exhibit B: Proposal

Revised: 10/29/2008

EXHIBIT A
REQUEST FOR PROPOSALS

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. RFP B2009-23

Request for Proposal for a Line-by-Line Analysis of the Torrance Transit System

PROPOSAL SUBMITTAL INFORMATION

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

DEADLINE: 2:00 PM

DATE: Thursday, July 16, 2009

The **ORIGINAL, PLUS FIVE (5) COPIES** of the PROPOSAL must be submitted in a sealed envelope and marked with the RFP number and title.

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

All responses must include five (5) copies of 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.)
- ? Narrative on Background and Recent Experience
- ? Work Plan for Local Service Analysis Technical Memorandum (Section II, Paragraph I)
- ? Proposer's Affidavit (Attachment 1)
- ? Copy of Proposer's Most Recent Audited Annual Financial Statement
- ? Proposal must also be submitted on optical disk (CD-R or CD-RW). This submittal must be in file formats compatible with Microsoft Office for Windows 2003 **and** 2007 or an Adobe PDF file. This electronic submittal will not be accepted in lieu of the required hard copy submittal (mail or hand delivered).

Any questions regarding this proposal should be directed to:

Dennis Kobata, Sr. Administrative Analyst
Torrance Transit System
(310) 618-3029

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. RFP B2009-23

Request for Proposal for a Line-by-Line Analysis of the 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, July 16, 2009, and will be opened and publicly read aloud at 2:15 p.m. on the same date in the Council Chambers, Torrance City Hall. You are invited to be present at the opening of proposals. An original and two copies of each proposal must be submitted in a sealed envelope and clearly marked: "PROPOSAL FOR A LINE-BY-LINE ANALYSIS OF THE TORRANCE TRANSIT SYSTEM, RFP B2009-23."

Proposal Form

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "Proposal for a Line-by-Line Analysis of the Torrance Transit System, RFP B2009-23") and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd. Torrance CA. 90503. If the proposal is made by an individual, it must be signed by that individual, and an address, telephone (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 contracts. A full business address, telephone (and fax number if available) must be given. No electronic mail, telegraphic, fax or telephonic proposal 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.

The City will consider all the material submitted to determine whether the Proposer's offering is in compliance with the proposal instructions and Scope of Work specified in this RFP document. Any contract awarded will be made to the proposer who is determined by Torrance Transit System (TTS) to be the best qualified to do the study. Award may be made on the basis of initial proposals submitted without any discussions or negotiations. The City reserves the right to request a best and final offer from all proposers or only the finalists.

No agreement shall exist until the City Council or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any or all proposals for any reason, to waive any informality or minor errors as determined by the City in any proposal and to award the Agreement as the interest of the City may require. The award, if any, will be made by the City within ninety (90) calendar days after the actual opening of proposals. The City reserves the right to accept all or any part of a proposal.

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

GENERAL TERMS AND CONDITIONS

Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held on Thursday, June 18, 2009 at 2:00 p.m. at the City of Torrance Public Works Training Room (2nd floor) at the Torrance City Yard, 20500 Madrona Avenue, Torrance, CA, 90503. Prospective Proposers may join in via conference call if unable to attend in person.

Examination of Proposal Documents

By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with work required under this RFP and the attached Contract (Attachment A) and that it is capable of providing a comprehensive Line-By-Line Analysis of the TTS that meets the City's objectives and specifications as outlined in the "Scope of Work" section of this RFP. Submission of a Proposal will be considered prima facie evidence that the bidder has made such examination.

Clarifications

Should a Proposer require clarifications of this RFP, the Proposer shall notify TTS in writing in accordance with Section 5.2 below. Should it be found that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter which will be sent to all persons who have requested the RFP.

Submitting Requests

All questions, clarifications or comments that have not been addressed during the pre-proposal conference must be put in writing via email to sweiner@torrnet.com and must be received by TTS no later than Thursday June 24, 2009 at 2:00pm local time.

TTS will also accept questions sent by facsimile; however, all faxed questions must be received by TTS no later than the date and time specified above. The City's facsimile number is 310.618.6229 and please put to Attention Sarah Weiner. The Transit Department will not answer individual questions from Proposers.

Requests for clarifications, questions and comments must be clearly labeled, "Written Questions for RFP No. B2009-23." The City is not responsible for failure to respond to a request that has not been labeled as such.

TTS will release an Addendum featuring the answers to the submitted questions to all known participants of this RFP. To make sure you are on the list to receive this Addendum, please contact Marlene Hansen at the Torrance City Clerk's offices at 310.618.2874. Proposers will need sign the Addendum Acknowledgement receipt and return this with their Proposal.

City Responses

Responses from the City will be communicated in writing to all recipients of this RFP, and provided to all Proposers in a timely manner. Inquiries received after the Written Question deadline will not be accepted and will be returned to the sender without a response.

Errors in Proposals

All Proposers are responsible for errors and omissions in their proposals. No consideration will be given by the City to allow proposals to be withdrawn once a contract has been awarded. Any errors and/or omissions will not serve to diminish the Proposer's obligations to the City.

Withdrawal of Proposals

Proposers may withdraw their proposals in person or in writing, provided that such requests are received by the City prior to the scheduled deadline for proposal submission, or up to six months following the scheduled deadline for proposal submission when no contract has been awarded.

Issuing Office

This RFP is issued by the City of Torrance City Clerk's Office for the Transit Department.

Receipt of Proposal

Proposals shall be time-stamped when received and will be accepted up to and no later than the time indicated in page 1 of this RFP. All proposals received after that time will not be considered and will be returned to the Proposer. The Proposer assumes the risk of any delay in the mail or handling of the mail by employees of the City. Whether sent by mail or by means of personal delivery, Proposers assume responsibility for having proposals deposited on time at the place specified.

References

All reference information called for in the RFP must be submitted with the Proposal.

Proposal Signature

If the proposal is made by an individual, it shall be signed and the full name and address of the Proposer shall be given. If the proposal is made by a Partnership, it shall be signed with the partnership name by a member of the partnership who shall sign by name, and the name and address of each partner shall be given; if it is made by a corporation, the name of the corporation shall be provided and signed by at least two (2) duly authorized officers and stamped with the corporate seal, and the name and titles of all officers of the corporation shall be given.

Pre-Contractual Expenses

The City of Torrance will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- a. Preparing the proposal in response to this invitation
- b. Submitting that proposal to the City
- c. Negotiating with the City any matter related to this proposal and/or any other expenses incurred by the Proposer to date of award.

Incorporation of Proposal Into Agreement

This RFP and the Proposer's response, including all promises, warranties, commitments and representations made in the successful proposal, shall be binding and incorporated by reference in the City's contract with the Proposer.

Rejection of Proposals

In its discretion, the City reserves the right to reject any or all proposals for no reason or any reason including, but not limited to, the following:

- a. The proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
- b. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.

Licensing, Permits and Taxes

All proposals and prices set forth therein shall be deemed to include all applicable taxes. The successful Proposer is liable for any and all taxes due as a result of the contract. The Proposer shall be appropriately licensed for the work to be performed. The cost for any required licenses or permits shall be the responsibility of the successful Proposer.

Responsibility for Compliance with Legal Requirements

Proposers' products, services, and facilities shall be in full compliance with all applicable Federal, State, and local regulations, standards, and ordinances, regardless of whether or not they are referred to in the RFP.

Prevailing Wage

Notice is hereby given that the City Council has ascertained that the general prevailing rate of per diem wages in the locality in which work is to be done will follow the provisions of Section 1770 of the Labor Code of the State of California.

Confidentiality, Public Record

All Proposers are hereby given notice that each proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a proposal confidential as a trade secret is first obtained, each proposal shall be subject to disclosure pursuant to the California Public Records Act and/or the federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof absent such agreement.

Joint Offers

Where two or more Proposers desire to submit a single Proposal in response to this RFP, they shall do so on a prime-subcontractor basis rather than as a joint venture. City of Torrance intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

Assignment and Subcontractors

Neither the Agreement to be entered nor any interest therein nor claim there under may be assigned by the successful Proposer either voluntarily or by operation of law, nor may all or part of this Agreement be subcontracted by the successful Proposer, without the prior written consent of the City of Torrance. Consent by the City shall not be deemed to relieve the successful Proposer of obligations to comply fully with the requirements of such agreement.

Notice of Labor Dispute

Whenever a Proposer has knowledge that any actual or potential labor dispute may delay execution of an Agreement, the Proposer shall immediately notify and submit all relevant information to the City of Torrance. The Proposer shall insert the substance of this entire clause in any approved subcontract hereunder, as to which a labor dispute may delay execution of the Agreement.

Disputes

The Agreement shall be constructed and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Proposer shall proceed diligently with the performance of this agreement.

Waiver of Terms and Conditions

Failure of the City to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by the City of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

Conflicts of Interests

Each Proposer represents and warrants, and if awarded a contract, will covenant, that it presently has no interest and shall not acquire any financial interest, direct or indirect, in any City business or any other interest which would conflict in any manner or degree with the performance of the services to be performed. The successful Proposer shall further covenant that in the performance of the Agreement no person having any such interest shall be employed.

Termination for Default

Upon failure of the successful Proposer to make satisfactory progress or to abide by the terms of the Agreement, or to obtain, furnish or keep in force any required permit, license, bond or insurance, the City shall have the right to terminate the Agreement for default. Written notice of termination shall be mailed to the successful Proposer at its address. Notice shall be effective when mailed. Upon receipt of notice, the successful Proposer shall immediately stop work and relinquish all project files to the City. The City may thereafter pursue the work or hire another contractor to do so and charge the successful Proposer liquidated damages, without waiving any other remedies available to the City.

Cancellation of Agreement

In any of the following cases, the City shall have the right to immediately terminate the Agreement without expense to the City: (1) the successful Proposer is guilty of misrepresentation; (2) the Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or, (3) the Agreement conflicts with any statute, regulation or constitutional provision of the State of California or the United States. This section shall not be construed to limit the City's right to terminate the Agreement for convenience or default, as provided herein.

Termination for Convenience

The performance of work under the Agreement may be terminated by the City in accordance with this section in whole or in part, whenever the City determines that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the successful Proposer of a notice of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

Upon termination for convenience, contractor shall be entitled to receive an amount equal to the cost of the work performed to-date, including the cost of terminated subcontracts for work performed to-date.

Inspection and Acceptance

All deliverable items are subject to final review and acceptance by the TTS at destination. Final review will be made within a reasonable time after receipt of items hereunder.

Excess Reprourement Liability

The successful Proposer shall be liable to the City of Torrance for all expenses incurred by the City in reprocurring the same or similar items or services offered by the Proposer hereunder, should Proposer fail to perform or be disqualified for failure to meet terms and conditions set forth herein. Such reprourement expense obligation of each Proposer shall be limited to the excess over the price specified herein for such items or services.

Delivery

The services described herein are to be delivered to the City of Torrance Transit Department facility located at: 20500 Madrona Ave., Torrance, CA 90503. The successful Proposer shall bear all risk of loss prior to receipt by City, in undamaged condition, of all required deliverables.

Method of Payment

The City intends to make payments within thirty (30) days of invoice submittal following satisfactory completion of each milestone of the work required, according to the City-approved payment schedule.

If the Proposer takes exception to this payment schedule, an alternate schedule and appropriate justification should be stated in this Proposal; however, City may reject any proposal containing an alternate schedule of payment.

Schedule for Procurement

The City intends to procure the System in accordance with the following tentative schedule. However, the City reserves the right to add, drop, or reschedule procurement milestones as necessary.

Thursday, June 18, 2009 @ 2:00pm	Pre-proposal Conference
Thursday, June 24, 2009 @ 2:00pm	Written Question Submittal Deadline
Thursday, July 16, 2009 @ 2:00pm	Proposal Submittal Deadline
Thursday, August 20, 2009	Final Vendor Selection
Thursday, September 10, 2009	Complete Agreement negotiations
Thursday, October 1, 2009	Start Work on Line-by-Line survey

Nondiscrimination

During the performance of this contract, the contractor shall not discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age or physical handicap. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.

Other

The City may consider additional products and services offered by the Proposer.

Proposal Format and Content

Presentation

Proposals shall be typed, single-spaced and submitted on 8-½ X 11" size paper. Proposals shall not include any unnecessarily elaborate or promotional material. See instructions for filling out required forms on page 2 of this RFP.

Letter of Transmittal

The Letter of Transmittal shall be addressed to the City of Torrance City Clerk's Office and must, at a minimum, include the following:

- ? Identification of the Proposer, including name, address, telephone and e-mail, and the names of all subsidiaries and parent companies
- ? Proposed working relationship between Proposer and subcontractors (if applicable)

- ? Acknowledgement of receipt of all RFP addenda (if any)
- ? Name, title, address and telephone number of contact person during period of proposal evaluation
- ? A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of the submittal
- ? Signature(s) of the person authorized to bind the Proposer(s) to the terms of the proposal

Qualifications of the Firm and References

Each Proposer shall provide three references for recent work on related projects involving Line-By-Line Analysis. For each reference, each Proposer shall provide the name, title, organization, address and phone number of the contact person and a brief project description.

Each Proposer shall describe experience in performing work on a closely similar project, experience working with public agencies, strength and stability of the firm, and strength, stability, and technical competence of subcontractors.

Staffing and Project Organization

Each Proposer shall describe the following: qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; and, adequacy of labor commitment.

The successful Proposer shall provide a Project Manager to act as a liaison with the Transit Director or designee thereof, who will coordinate written reports and see the project through to satisfactory conclusion. The Transit Director, or designee, shall be responsible for the direction, review and approval of all work.

A work plan and a project schedule must be included as part of this proposal. This plan should outline completion dates for each task and the submittal dates for draft, final reports and final in-person presentation.

In developing the proposal, the Proposer must provide examples of data formats and graphics which it expects to use in presenting the information requested in this Line- by-Line Analysis. At a minimum, samples of the system-wide ridership format, on-board survey formats and individual line summaries must be presented.

All work should be consistent with all requirements of the Southern California Association of Governments (SCAG), the Los Angeles County Metropolitan Transportation Authority (LACMTA) and the Federal Transit Administration (FTA) where appropriate.

Personnel

Proposer is solely responsible for the satisfactory work performance of all employees, as described by this RFP, or any reasonable performance standard established by the City, and shall be solely responsible for payment of all employees and/or sub-contractor wages and benefits. Without any additional expense to the City, the Proposer shall comply with all the requirements of employee liability, worker's compensation, employment insurance and social security.

Proposer is responsible for ensuring that an adequate number of on-board checkers are bilingual (Spanish- and English-speaking) in order to include non-English speaking passengers.

Concerning the execution of this contract, the Proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Proposer shall

take affirmative action to ensure that applicants employed (and that employees are treated during employment) without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other form of compensation and selection for training, including apprenticeship.

The Proposer shall hold the City of Torrance, the City Council and each member thereof, and every officer and employee of the City, free and harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The City shall have the right to demand removal from the project, without cause, any personnel furnished by the Proposer. The Proposer shall not, absent prior written notice to and consent by the City, remove or re-assign any key management personnel identified in its proposal (e.g. supervisor) at any time prior to, or after execution of, the contract. The Proposer shall obtain the City's written consent prior to entering into any subcontracts affecting service.

Project Manager

Proposer shall designate a project manager who shall act as liaison between the Proposer and TTS and who will assume "front line" responsibility for all services provided. The selection of the project manager is subject to the approval of the City. Proposer shall submit detailed resumes of all potential Principals and personnel associated with this project in the bidder's response to this RFP. The City may withdraw approval of the project manager at any time during the contract period upon thirty (30) days written notice. City shall withdraw approval only with reasonable cause. Upon notice, the Proposer must replace the project manager with another individual approved by the City. If the project manager is replaced before completion of the Line-by-Line Analysis, Proposer will immediately notify TTS staff of the change in contact liaison.

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. RFP B2009-23

Request for Proposal for a Line-by-Line Analysis of the Torrance Transit System

SECTION II TECHNICAL REQUIREMENTS

Introduction

The following technical requirements describe the desired Line-by-Line Analysis.

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

Project Overview

The purpose of this Request for Proposal (RFP) is to obtain the services of a qualified consultant team to perform a comprehensive Line-by-Line Analysis of fixed route services for Torrance Transit System (TTS).

TTS, a department of the City of Torrance municipal government, provides public transportation service to Torrance residents and neighboring communities. The City of Torrance is located in the South Bay region of Los Angeles County. Torrance encompasses 21 square miles and is primarily a residential community of approximately 145,000 residents.

TTS operates 52 buses (44 peak service) on eight fixed routes that provide local circulation and trunk service. The system serves an area that includes the City of Torrance, and portions of the cities of Carson, Compton, El Segundo, Gardena, Hawthorne, Lawndale, Lomita, Long Beach, Los Angeles, Manhattan Beach, Redondo Beach, and unincorporated areas of Los Angeles County. TTS provides connecting service to the Metro Blue Line, the Metro Green Line, and the Metrolink commuter rail service. TTS also provides service to LAX airport and the Long Beach Transit Mall. In addition TTS provides special services to the disabled and senior residents of Torrance, contracting with three taxi companies, and also provides service to disabled residents of Lomita. The system runs approximately 1,914,000 service miles and provides more than 4.7 million passenger trips annually. TTS does not have a Geographic Information System (GIS) in place.

The goal of the Line-by-Line Analysis is to provide TTS with a comprehensive view of existing fixed-route services and recommendations for service improvements that maximize ridership and service performance in a cost effective manner. In keeping with its commitment to provide economic public transportation in a safe and effective manner, TTS is seeking to evaluate its fixed-route service on a line-by-line basis to enhance productivity, improve coach operator efficiency, and customer satisfaction. The analysis should provide TTS with guidance in the following areas:

1. Optimization of operating effectiveness and efficiency of the existing fixed route bus service, including modifications of routes and fine-tuning of service levels to ensure the best allocation of system resources, and support systems such as maintenance, dispatch, and field supervision.
2. Recommendations for TTS' future service expansion and/or restructuring its existing bus services which takes into account:
 - a. Residential and economic growth in the service area
 - b. Residential and economic growth in the areas serviced by neighboring jurisdictions
 - c. Existing travel patterns of riders and non-riders to explore the best possible approach to enhancing the use of public transportation, increasing ridership and consequently mitigating the increasing congestion in the service area
 - d. Potential expansion of or restructuring of service area to provide improved intra-county integration with Metro's regional sector service plan

The results of the analysis will be used to ensure that TTS continues to improve its service to meet both current and future needs of the Community within the constraints of available funding from local, state, and federal sources.

Project Objectives

The primary objectives of this Line-By-Line Analysis are to:

- ? Obtain a complete statistical picture of the ridership, productivity and performance of existing TTS routes by route segment
- ? Combine the route segment information and identify strengths and weaknesses of existing bus service
- ? Propose immediate revisions to routes and schedules to meet the anticipated demand for services by current and potential transit users (includes recommendations to address overcrowding, directness, convenience) that maximize the operating effectiveness and efficiency in the allocation of resources
- ? Assess on-time performance, identify lines by time of day where on-time performance falls below 95%
- ? Analyze travel patterns of transit users to enable TTS to provide the best possible fit of transit service to rider needs
- ? Improve system connection and transfer options through transfer analysis which addresses transfers issued and received for each route within the Torrance system as well as with other transit systems, and determine general travel pattern
- ? Conduct passenger opinion surveys and develop recommendations for effective passenger service strategies
- ? Provide boarding and alighting counts by each stop, including load factors and maximum load points

Develop a strategic medium-range (2-3 year) plan detailing additional routes and service frequency necessary to meet anticipated growth in the service area taking into account the potential service expansion opportunities via neighboring jurisdictions and Metro's regional sector service development.

- ? Create a separate map for each fixed route and a System map in a software application in which ridership information can be entered and modified and which can be posted to a website.

The Line-by-Line Analysis should include a sampling for passenger mile data to meet FTA's requirements for minimum levels of confidence (95 percent) and precision (10 percent).

SCOPE OF WORK

TASK A: SURVEYS

The consultant team shall be responsible for obtaining and training personnel necessary to conduct the ride-checks. English/Spanish bilingual staff must be available.

System-wide On-Board Ridership Survey

For a period of seven (7) days, record and analyze the following areas for 100% of the trips along the system's routes for Monday through Sunday using a statistically valid sampling methodology:

1. Daily ridership
2. Total boardings and alightings
3. On/off counts at all stops including load factors and maximum load points. All trips or portions of trips exceeding 110% of seating capacity will be identified. The peak loading points, as well as the severity and duration of overcrowding, shall also be identified.
4. On-time performance identifying by coach run and trip, those trips exceeding 5 minutes late and those trips leaving early
5. Running time assessments by time of day on a line-by-line basis, including "deadhead" and recovery time

Onboard Passenger Survey

Through a statistically valid onboard survey questionnaire, collect and analyze the following data:

1. Trip origin and destination
2. Trip purpose
3. How long rider has been using TTS
4. Type of fare paid
5. Demographic characteristics
6. Bus stop facilities
7. System safety
8. Passenger comments and suggestions related to the service and the system
9. City of residence

Carson and Madrona Connection Points (Del Amo Fashion Mall) Survey

Through a statistically valid survey conducted at the connection points at Madrona Avenue and Carson Boulevard and Madrona Avenue and Fashion Way over a period of at least six three-hour periods (to be determined by Transit staff and consultant) collect and analyze the following data:

1. Trip purpose (including shopping and work at Del Amo)
2. Origin of trip to Del Amo or destination of trip leaving from Del Amo
3. Suggestions on how to improve connections among these stops at Del Amo

Student and Senior Survey

Survey college students and seniors (user and non-user populations), and high school students (user population only), to determine if the proposed Circulator routes (detailed below) will receive adequate

utilization. Collect data on city of residence, destination, starting point, and identify peak times for this ridership.

Route Modification and Circulator Survey

Survey users and non-users to determine the popularity and potential usage of the proposed route modification and circulator routes (see maps):

- ? Line 5 route modification: Separate line 5 into two distinct route alignments. One would operate between Manhattan Beach Boulevard and Pacific Coast Highway via Crenshaw Boulevard, Redondo beach Boulevard, Van Ness Avenue, Arlington Avenue, Narbonne Avenue and Pacific Coast Highway. The other would be retained along Crenshaw Boulevard between Manhattan Beach Boulevard and Pacific Coast Highway
- ? Route A: 7 mile route designed to provide service to Del Amo Fashion Center, Bishop Montgomery High School, West Torrance High School, Bert Lynn Middle School, and the Torrance Promenade Center
- ? Route B: 8.7 mile route designed to provide service to Del Amo fashion Center, Tillum Senior Center, North Torrance High School, Magruder Middle School and the unserved Prairie Avenue Corridor
- ? Route C: 5.6 mile route designed to provide service to Del Amo Fashion Center, Torrance Memorial Hospital, Crossroads Center, and unserved neighborhoods along Maple Avenue and 235th Street
- ? Route D: 6.7 mile route designed to provide service to Del Amo Fashion Center, South Torrance High School, Jefferson Middle School, Calle Mayor Middle School, and Anza Avenue
- ? Route E: 5.1 mile route designed to provide service to Del Amo Fashion Center, the Torrance Civic Center, Bartlett Senior Center and the Old Torrance area

Prepare recommendations on alterations in routings, efficiency of routings, hours of service, and headways.

TASK B: SUMMARY OF FINDINGS

Using data collected in the Task A and financial data supplied by TTS, evaluate existing route conditions as delineated below:

1. Aggregate the following data by route:

- a. In-service and deadhead miles operated
- b. Service and platform hours operated
- c. Operating costs (to be provided by TTS)
- d. Peak buses by day, peak hours of service by route and day
- e. Farebox revenues by day (to be provided by TTS)
- f. Daily ridership by route segment, trip and time of day for weekdays, Saturdays, and Sundays

2. Analyze and evaluate each TTS bus route incorporating the following:

- a. Passengers per hour by route, route segment, trip, time of day and fare category for week-days, Saturdays and Sundays
- b. Passengers per mile by time of day for weekdays, Saturdays and Sundays
- c. Schedule adherence and running times at time points. TTS defines on-time performance (OTP) as bus operations arriving at a scheduled stop between zero (0) minutes early and up

- to five (5) minutes late. Using OTP as a parameter, document the actual time that each trip is early/late
- d. Maximum load points, load factors and average trip lengths by time of day. All trips or portions of trips exceeding 110 percent of seating capacity shall be analyzed. The peak loading points as well as the severity and duration of overcrowding shall also be analyzed.
 - e. Ratio of revenue miles to total miles operated
 - f. Significant origin-destination combinations
 - g. Transfer patterns identifying specific issues that may affect transit circulation related to the anticipated service expansion
 - h. Service comments
 - i. Operating cost per platform hour
 - j. Revenue per vehicle service mile
 - k. Operating cost per passenger
 - l. Passenger miles
 - m. Pay hours per platform hour
 - n. Graphic comparison of demographic characteristics of riders to total population of service area by census tract
 - o. Major ridership generators

3. Prepare a series of maps:

Proposer shall create a separate map for each fixed route and a System map in a software application in which ridership information can be entered and modified, and routes can be manipulated to allow flexibility of editing. Proposer to present an option to hosting said application, or offer TTS access to such application for future electronically downloadable queries. The maps must include the following criteria:

- a. Full color
- b. Each route must possess its unique color in contrast to the color of the street
- c. Boardings at all stops for each route
- d. Each map will coincide in the same color scheme of current brochure
- e. Must have identifiers in correct pickup/drop-off locations in relation to timetable
- f. Local and Interagency transfer points
- g. Insert scale by ½ mile increments
- h. All maps to use same style of font (not cursive)
- i. Street names (smaller font size than City name) are to have first letter in uppercase and remaining letters in lowercase
- j. City names in caps bold, shadowed and a larger font than Street names
- k. Create Legend
- l. Landmarks (schools, city buildings, parks, shopping plazas, community centers, libraries, hospitals, Metrolink Station, DMV, Post Offices) are to be in caps and slightly smaller font than street names
- m. City boundaries identified by dotted line and/or grayed out areas
- n. Overlay of other TTS routes via a unique color or clear marking
- o. Average number of passengers on board buses for each segment of each route
- p. Total passenger volume of each segment of each route for the system
- q. Transfer points with Metro or other municipal or local bus operators

All maps and graphs shall be delivered in the Windows-based format compatible with Windows Office 2003 and 2007 software.

4. Prepare Line-by-Line Passenger Profiles.

Proposer shall provide narrative and demographic profiles of the passengers boarding each line during typical weekday AM and PM peaks. This profile shall include, but not be limited to: summary of the passenger fare types (adult, senior, student, or disabled); the major origins and destinations of these fare type groups, including their transfer patterns; and, a summary of the types of trips the groups are making. A detailed analysis of demographic information shall include passenger ethnicity, gender, primary language spoken, and the attributes specific to the ridership of each bus route being surveyed. Students shall be analyzed by educational institution attended.

Proposer can develop part of this profile from the data collected during the Origin and Destination survey. However, TTS staff suggests the Proposer conduct bus operator interviews to augment this information. At the Proposer's request, TTS will make bus operators available for these interviews.

5. **Identify areas of overcrowding, unreliability, and service under-utilization by route segment.**
6. **Identify areas being underserved by current routes including health facilities, senior centers, high schools, and colleges.**
7. **Prepare a transfer analysis as follows:**
 - a. Analyze transfers issued and received to determine general travel patterns.
 - b. Identify significant transfer connections.
 - c. Organize information into a transfer matrix.
8. **Perform a Title VI Survey.**

Proposer shall provide an in-depth analysis of two line segments which will be determined by TTS staff. The data, data collection methods and analysis shall meet the requirements of Chapter IV, page 2 subsection 2 of the Federal Transit Administration Circular 4702.1, Title VI Program Guidelines.

TASK C: SERVICE IMPROVEMENT PLAN

Data collected in Task A and Task B should be synthesized into the service improvement plan. Recommendations should be categorized as short-term (less than 2 years), mid-term (2 -3 years), or long-range (more than 3 years). At a minimum, the plan should address the following areas:

1. **Identify TTS Needs and Deficiencies**

Provide a report on system needs and deficiencies. This report should examine:

 - a. Implications of the changing demographics and transit dependency characteristics of passengers who utilize TTS
 - b. Future growth and changing patterns in trip generators
 - c. Identify routes to better serve area colleges, high schools, and medical facilities.
 - d. Changes occurring in the provision of regional transit and changes in State and Federal legislation
2. **Identify and prioritize key policy issues facing TTS and the City and the Surrounding Service Area in Transit Service Design.**

- a. Include input obtained from meetings with TTS management staff on current service policies and planning issues.
- b. Incorporate City of Torrance and TTS planning documents regarding future changes in land use and development patterns.

3. Analyze Service Area Demographics and Employment Data.

- a. Compare current transit ridership patterns to overall area travel patterns.
- b. Identify significant links in overall travel patterns where transit ridership is relatively low, or where direct transit service is not provided.

4. Develop Alternative Route and System Configurations.

Provide a review of the existing route configuration to ascertain effectiveness of the system. This review will address issues which may arise as part of Tasks A and B and best practices. Based on the study results prepare recommendations on the alternatives TTS should consider to best meet the transportation needs of its patrons. Alternative route configurations should be examined for feasibility and effectiveness including the expansion of fixed route service, and other modifications as may be warranted.

5. Review Current Operational Practices

- ? Provide a report on current transit operational practices, procedures and organizational structure.
- ? Provide recommendations for improvement in TTS's governance and control.

The Consultant may participate in up to 2-3 public meetings held with community groups, committees, and governing boards regarding the analysis and will make the presentation of the Final Report in person to a group determined by TTS.

PROJECT DELIVERABLES AND SCHEDULE

All source data for surveys and system and route analyses contained in the Summary of Findings (Task B) will be identified. Route summaries, including all cross-tabulated information and charts, are to be submitted for each bus route. In addition, work papers developed in connection with the project will include calculation methodology, assumptions and data worksheets, which can be used as audit trails for financial and non-financial data. All maps, graphics and charts and tables developed should also be submitted.

The survey results shall be provided to TTS on CD-ROM and 10 hard copies of each draft and 20 copies of final submittal. All database material is to be submitted in Microsoft Excel format on optical media (CD-R or CD-RW disk). The documentation produced under this contract will become the property of TTS at the conclusion of the analysis.

The schedule for deliverables is as follows:

Project Kick-off Meeting	7 days from Notice to Proceed (NTP)
Completion of Task A Surveying	60 days from NTP or date to be determined
Completion of Task B	90 days from NTP or date to be determined
Completion of Task C	120 days from NTP or date to be determined

Line by Line Analysis Final Report, 180 days from NTP or date to be determined
Executive Summary, and in-person
presentation of final report

Weekly status reports are to be submitted electronically and are to include a description of accomplishments to date, a comparison of actual-to-scheduled progress and the proportion of budget expended by project task.

Final Report

Proposer shall provide the City of Torrance with 20 paper copies of the final report. The final report should contain an executive summary of relevant findings, an explicit description of the data collection and research methods used, evaluation criteria used to determine the validity and reliability of the analysis, and graphic presentations and/or tabular reports of all the data collected accompanied by explanatory text and commentary on the data.

Proposer shall provide a comparative analysis of TTS and other fixed-route transit operators with similar size bus fleets and operating budgets to produce efficiency tests (measured in cost per hour to operate system) of each transit operator under analysis.

Additionally, all charts, tables and report text must be submitted on optical disk (CD-R or CD-RW) in file formats compatible with Microsoft Office 2003 and 2007. Also included on the disk should be one (1) complete copy of the report in Adobe Acrobat PDF file for easy placement on a website. Proposer shall provide the City of Torrance with 3 copies of the optical disk.

CITY OF TORRANCE
3031 Torrance Blvd.
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SECTION III PROPOSAL

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

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

Proposal Submitted By:

Name of Company

Address

City/State/Zip Code

Printed Name/Title

Telephone Number/Fax Number

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

Addenda Received:

Please indicate addenda information you have received regarding this proposal:

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

_____ No Addenda received regarding this proposal.

Payment Terms:

Are you proposing any discounts for early payments?

Yes _____ No _____

If yes, what are your discounted invoice terms? _____

Delivery:

What is the lead time for delivery? _____ days/weeks

References:

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

Submittals: Please indicate that five (5) copies of the following are included with your proposal:

Submittal Requirements	Check here if included:
Completed Proposal – Section III	
Narrative on Proposer’s Background and Recent Experience	
Work Plan for Local Service Analysis Technical Memorandum	
Proposer’s Affidavit – Attachment I	
Copy of Recent Audited Annual Financial Statement	
Electronic Copy of Submittal on optical disk (CD-R or CD-RW)	

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

_____ being first duly sworn, deposes and says:

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

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

(Title of RFP);

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

Dated this ____ day of _____, 20 ____.

(Proposer Signature)

(Title)

CONSULTING SERVICES AGREEMENT

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

RECITALS:

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

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

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

2. TERM

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

3. COMPENSATION

A. CONSULTANT’s Fee.

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

B. Schedule of Payment.

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

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

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

C. Termination for Breach of Law.

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

5. FORCE MAJEURE

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

6. RETENTION OF FUNDS

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

7. THE CITY'S REPRESENTATIVE

Insert a specific person is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the

City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. CONSULTANT REPRESENTATIVE(S)

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

9. INDEPENDENT CONTRACTOR

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

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

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

12. FAMILIARITY WITH WORK

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

13. CARE OF WORK

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

14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONSULTANT's time pertaining to the project, and records of accounts between the CITY and the CONSULTANT, will be kept on a generally recognized accounting basis.

CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONSULTANT will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers 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 ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without 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 affects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. **NOTICE**

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

- (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
- (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
- (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
- (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
- (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

CONSULTANT:

Fax:

CITY:

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

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

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

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

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

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

29. ATTORNEY'S FEES

Except as set forth in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded

reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

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

31. CONSULTANT'S AUTHORITY TO EXECUTE

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

CITY OF TORRANCE,
a Municipal Corporation

Insert name of business
Insert type of entity

Frank Scotto, Mayor

By: _____
Insert Name and Title

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A: RFP
Exhibit B: Proposal

Revised..: 10/29/2008

EXHIBIT A
REQUEST FOR PROPOSALS

[To be attached]

EXHIBIT B

PROPOSAL

[To be attached]

ADDENDUM #1

**CITY OF TORRANCE
3031 Torrance Boulevard
Torrance, CA 90503**

RFP NO. RFP B2009-23

Request for Proposal for a Line-by-Line Analysis of the Torrance Transit System

ADDENDUM #1

Notice is hereby given that the due date for the Proposal for a Line-by-Line Analysis of the Torrance Transit System has been extended to Thursday, July 30, 2009. The Deadline will still be 2:00 P.M. LATE PROPOSALS WILL NOT BE ACCEPTED. As part of the protocol for this RFP, a copy of this addendum will be faxed to all Proposers who were present at the Conference or who have expressed interest in this opportunity.

A second Addendum will be released soon with answers to the questions that were submitted via email and at the Pre-Proposal Conference regarding RFP No. RFP B2009-23.

By Order Of



Kim Turner, Transit Director
Torrance Transit System

July 6, 2009

Please return this addendum with your bid proposal.
I hereby acknowledge receipt of this addendum.

Name of Company

Name of Representative

Address

City, State, Zip Code

Signature and Date

ADDENDUM #2

**CITY OF TORRANCE
3031 Torrance Boulevard
Torrance, CA 90503**

RFP NO. RFP B2009-23

Request for Proposal for a Line-by-Line Analysis of the Torrance Transit System

ADDENDUM #2

Notice is hereby given that the questions submitted via email, fax, or at the Pre-Proposal Conference regarding RFP No. RFP B2009-23 for the Proposal for a Line-by-Line Analysis of the Torrance Transit System have been answered and are attached to this addendum. As part of the protocol for this RFP, a copy of this addendum will be faxed to all Proposers who were present at the Conference or who have expressed interest in this opportunity.

Also included in this addendum are copies of the following documents:

- Attendance Sheet from the Pre-Proposal Conference regarding RFP No. RFP B2009-23
- Torrance Transit Line Summary detailing revenue hours
- Proposed Line 5 Map
- Proposed Circulator Maps

By Order Of



Kim Turner, Transit Director
Torrance Transit System

July 10, 2009

Please return this addendum with your bid proposal.
I hereby acknowledge receipt of this addendum.

Name of Company

Name of Representative

Address

City, State, Zip Code

Signature and Date

ADDENDUM #2

CITY OF TORRANCE
3031 Torrance Boulevard
Torrance, CA 90503

RFP NO. RFP B2009-23

Request for Proposal for a Line-by-Line Analysis of the Torrance Transit System
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Torrance Transit Line-by-Line Analysis Pre-Proposal Meeting Notes

Torrance Transit operates 52 buses on 8 fixed routes. Over half of our volume is accounted for by line #3 and line #8. Another significant portion of our riders utilize line 1 and line 2 to downtown. 7 of our lines perform service on Saturdays and 3 of our lines have Sunday service.

Torrance Transit would like to get a better idea of current student ridership and potential student ridership. We are also looking to expand service. As Metro looks to reduce service, we may pick up some of that service (possibly line 444). We are also participating in the Metro Congestion Reduction Demonstration project involving the High Occupancy Transit (HOT) lane on the 110. As part of this project we will be purchasing 4 new buses. We are looking to add a rapid bus line in the not too distant future that will replicate lines on the 3. We have started the process of replacing our existing diesel fleet with gas-electric hybrids with the first batch of buses tentatively arriving in January 2010.

This Line-by-Line analysis will be very critical to our future planning needs. It will be referenced in our Strategic Plan and Marketing Plan.

A reminder to anyone submitting a proposal for this opportunity: late proposals will not be accepted. Please read the Request for Proposal (RFP) document carefully as submission of a Proposal will be considered prima facie evidence that the bidder can perform the requested work.

Torrance Transit Line-by-Line Analysis Pre-Proposal Meeting Questions

Q1: What content is required for the Audited Financial Statement? (from Doug Kim, DKA, douglaskim@verizon.net, 310-316-2800)

A1: The Audited Financial Statement is no longer a requirement of the RFP submittal.

Q2: Should we look at other municipal operating plans? (from Doug Kim, DKA, douglaskim@verizon.net, 310-316-2800)

A2: It has not been written into the specifications, but it would be helpful.

Q3: Can we receive the total platform hours by route? (from China Dungfelder, Transportation Management & Design, cdungfelder@tmdinc.net, 760-476-9600)

A3: Yes, please see the attached Line Summary detailing revenue hours for weekday, Saturday, and Sunday service.

Q4: Are any of the routes interlined? (from China Dungfelder, Transportation Management & Design, cdungfelder@tmdinc.net, 760-476-9600)

A4: Yes, but very few.

Additional Questions Submitted Via Email

(Note: questions Q5 through Q14 were submitted by Herbert Higginbotham, Connetics Transportation Group, hhigginbotham@conneticsgroup.com, 818-755-3991. Questions Q15 through Q19 were submitted by Manuel Soto, Nelson/Nygaard Consulting Associates, msoto@nelsonnygaard.com, 206-357-7523. Questions Q20

through Q29 were submitted by Kathy Chambers, Moore & Associates, Kathy@more-associates.net, 661-253-1277. Questions Q30 through Q35 were submitted by Joseph Rondon, Wilbur Smith Associates, jrondon@wilbursmith.com, 630-434-8111 Work, 312-479-6900 Cell. Questions Q36 through Q40 submitted by James McLaughlin, Wilbur Smith Associates, jmsclaughlin@wilbersmith.com, 213-627-3855 Office, 626-255-4543 Cell. Question 41 was submitted by Kelly Beddome, Transportation Management & Design, Inc., kbeddome@tmdinc.net, 760-476-9600x107)

Q5: Could you please provide current platform or revenue hours by route for weekday, Saturday and Sunday service?

A5: Yes, please see the attached Line Summary detailing revenue hours for weekday, Saturday, and Sunday service.

Q6: For all surveying tasks, is the intention for the consultant to provide all survey personnel, or would TTS prefer to use drivers and/or staff where appropriate to minimize survey costs?

A6: The consultant will provide all survey personnel.

Q7: Are route maps available for the 6 route proposals (Route 5, A-E) mentioned at the end of sec II, Task A?

A7: Yes, please see the attached Proposed Circulator Maps and the Proposed Line 5 Map.

Q8: Can you clarify the intent and desire for the GIS hosting described in Sec II, Task B, 3? Do you want a client-hosted web product to access, an in-house product, or ongoing GIS support services? As this is listed as an option to provide, do you wish to see cost associated with the proposed solutions to be separated out from the base project cost?

A8: The intent and desire for the map described in Sec II, Task B, 3 is for the map to be created in an application where Torrance Transit can adjust or make revisions as needed in the future. Please consult with Torrance Transit to determine if the application can be supported by our staff.

Q9: FTA Circular 4702.1 has been superseded by 4720.1A- is this the circular you are referring to in Sec II. Task B, 8? Do you have a preference for methodology utilized as described in this circular (mapping, survey, etc), or would you like the recommendation of the consultant?

A9: Your correction is noted. Yes, it should be per Circular 4720.1A. Any methodology that conforms with Circular 4702.1A is acceptable.

Q10: Do you have a set of peers in mind for the comparative analysis mentioned as part of the final report? Could you specify the level of detail you wish for this comparison?

A10: This is not meant as a comprehensive analysis. Peers could be identified in NTD or APTA data.

Q11: Do you have any data collected to this point that would benefit the transfer analysis, or are you looking for the consultant to begin from scratch with collecting raw transfer data?

A11: The consultant should begin from scratch collecting raw transfer data.

Q12: Should interviews be conducted in the process of awarding this contract, do you know when they would take place.

A12: If interviews will be conducted, they will likely take place in August 2009 or later.

Q13: When was the last line-by-line analysis performed for TTS? Was it similar in scope to this RFP? What was the budget for that work? Is that report available?

A13: The last Line-by-Line Analysis was performed for TTS in 2005 and was similar in scope to this RFP. The analysis can be accessed at <http://www.tmdinc.net/clients/Torrance/>.

Q14: What is the targeted budget for this line-by-line analysis?

A14: This information will not be disclosed.

Q15: On page 4, it is mentioned that the deadline for submitting questions is Thursday June 24, 2009. We hope you meant Thursday June 25, 2009(one full week before the proposal meeting), and that you will give consideration to our questions below, since we only got the RFP yesterday.

A15: Yes, there was a typo in the date listed in the RFP document. The question deadline was Thursday, June 25, 2009.

Q16: Could you confirm that the RFP is for the Torrance Transit fixed-route services and does not include: detailed analysis of MAX services and taxi services for disabled passengers and seniors?

A16: Correct, the RFP is only for Torrance Transit fixed-route service.

Q17: Could you provide an expected budget range for this project?

A17: The budget for this project will not be disclosed.

Q18: Could you provide platform hours and daily ridership for each route on the system for weekday, Saturday and Sunday?

A18: Yes, please see the attached Line Summary detailing revenue hours for weekday, Saturday, and Sunday service.

Q19: Could you provide a sketch drawing for each of the new community circulators being proposed for evaluation in this RFP?

A19: Yes, please see the attached Proposed Circulator Maps and the Proposed Line 5 Map.

Q20: The RFP specifies Thursday, June 24 as the question deadline. Assume actual question deadline is Thursday, June 25.

A20: Yes, there was a typo in the date listed in the RFP document. The question deadline was Thursday, June 25, 2009.

Q21: How many copies of the proposal are required? Page 1 of the RFP stipulates one original plus five copies, while 2 cites one original plus two copies. Please clarify.

A21: Page 2 had a typo. 1 original and 5 copies of the Proposal are required.

Q22: Regarding the Proposer's Affidavit: The top of the form requires being duly sworn yet there is no place for notary signature and commission information. Does this form need to be notarized? If so, will you provide a new form with the notary information indicated? Please clarify.

A22: The cited form does not need to be notarized. All submissions are accepted solely by the City of Torrance City Clerk.

Q23: Have any addenda been issued? If so, will it be available either on-line or electronically?

A23: The addendum will be available via fax or mail.

Q24: Can we get a copy of the pre-bid meeting sign-in sheet?

A24: Yes, please see attached.

Q25: Has the city identified a budget (or budget parameter) for this project?

A25: The budget for this project will not be disclosed.

Q26: How is this project being funded?

A26: Federal Transit Administration capital funds.

Q27: Will the city consider waiving requirements for an audited financial statement?

A27: The Audited Financial Statement is no longer a requirement of the RFP submittal.

Q28: If an audited financial statement is not available, will an unaudited statement be acceptable?

A28: The Audited Financial Statement is no longer a requirement of the RFP submittal.

Q29: On page 11, the RFP states the proper will designate a project manager, but then goes on to say the project manager is subject to the city's approval. Do multiple potential managers need to be identified (and have resumes provided) in the proposal? Please clarify the City's expectations re this requirement.

A29: It is not necessary to identify multiple potential project managers. This section is only to clarify the City's right of rejection, not its planned or intended use of such right.

Q30: What ridership data currently exist at TTS? How is it collected, and with what frequency? Will that data be made available for this study?

A30: Ridership and operating data are amassed annually for NTD, California State Controller, and local reporting requirements. A portion of this data is available on a monthly basis. This is data collected from the GFI fareboxes. This data will be made available to the successful proposer.

Q31: What running time data currently exist at TTS? What is the process for collecting and aggregating that data? Will that data be made available for this study?

A31: Running time data is reflected on run paddles and is periodically adjusted. Run cutting is not a function of the current staff. Adjustments are made based on studies such as this line-by-line analysis.

Q32: Does TTS have any adopted service planning standards that are used for route planning, specifically to determine such things as route headways, service spans, and bus stop spacing? If so, will those be made available for this study?

A32: There is no service-planning standard employed for route planning.

Q33: Can you provide a general overview of the service change process at TTS? What are the typical inputs and processes at TTS that determine how services are modified?

A33: The need for changes is initiated by route supervisors, operators, and riders. Needs are also identified on route surveying conducted during line-by-line analysis and other dedicated surveying authorized by our agency.

Q34: Other than the route adjustments discussed within the RFP that are not evaluated by the selected proposer, are there any other significant service changes in TTS operations that are planned for the near future, that will occur within the time span of this project?

A34: Yes, please see the Pre-Proposal Conference Meeting Notes section at the top of this document.

Q35: Can you provide a general overview of the route scheduling process at TTS? How many bids are conducted per year? Are any computerized software packages or processes used for schedule development and analysis?

A35: There are four bids conducted annually. Trapeze is used for support in schedule development and analysis.

Q36: The first page of the RFP indicates that submittal should include an original and five copies, the second indicates original and two copies- please clarify.

A36: The submittal should include an original and 5 copies of the proposal.

Q37: We are sending these inquires on Wednesday the 24th - document says due date for those is Thursday the 24th in several places - are there any other dates that need to be updated?

A37: No, this is the only date that needs to be updated.

Q38: We are assuming this project does not include MAX. Is that correct?

A38: Correct, this project does not include the MAX.

Q39: When was the lat line by line done, who did that work and what was contract amount?

A39: The last Line-by-Line Analysis was performed in 2005 by Transportation Management & Design, Inc. for \$69,153 in agreement executed October 26, 2005.

Q40: We recognize that competitive cost is part if the evaluation, however, are you providing any information about available funds, fund sources, etc. that could provide some project scope information?

A40: Please see A26 and A39 above.

Q41: For the Carson and Madrona Connection Points Survey – Is TTS still trying to get the Del Amo Mall to identify an area where a consolidated transfer center could be built? Would TTS prefer Surveyors to pass surveys out to patrons or to have the Surveyors interview patrons?

A41: Current plans will not locate a new transfer center at the Del Amo Mall. Distributing and collecting the surveys is the anticipated protocol.

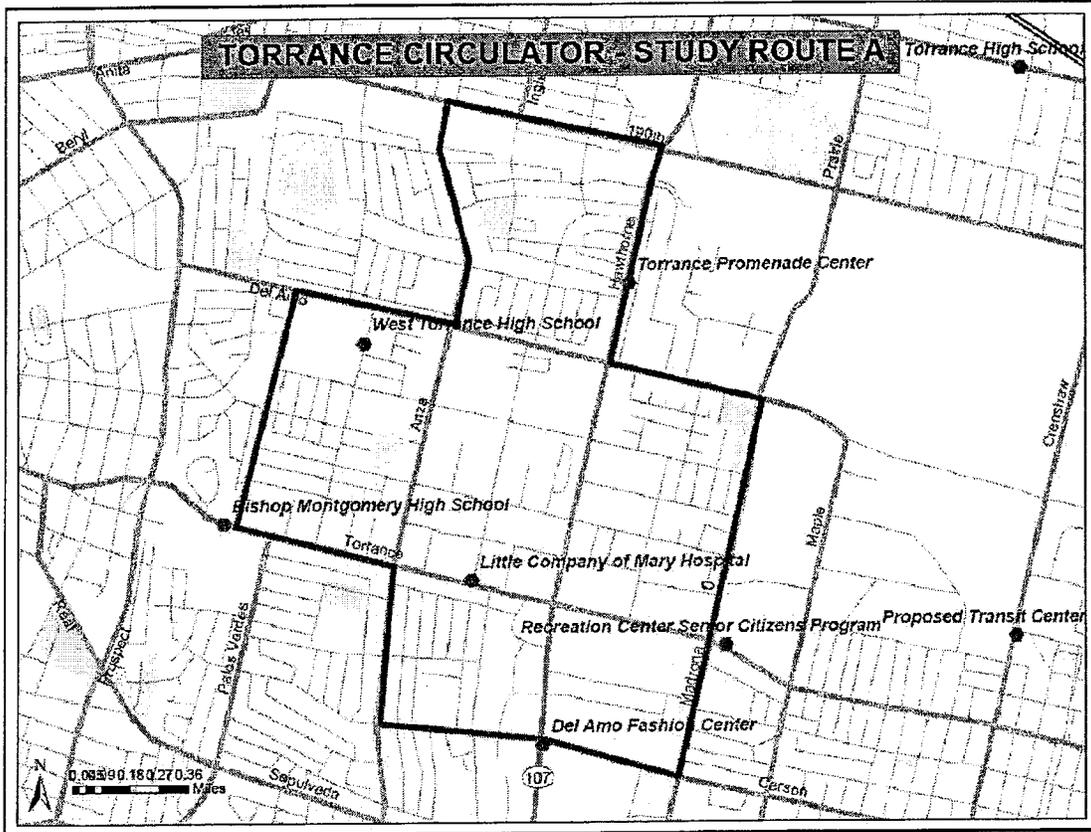
Torrance Transit Line Summary Detailing Revenue Hours

Weekday							
Line	Name	Peak Vehicle	Revenue Time	Non-Rev. Time	Recovery Time	Revenue Trips	Total Time
Rt1	Los Angeles / Torrance	7	64h42	3h15	11h02	67	78h59
Rt2	Los Angeles / Torrance	3	35h22	50	4h44	29	40h56
Rt3	Redondo Beach / Long Beach	12	153h30	4h50	28h55	130	187h45
Rt5	Torrance Local	3	34h59	1h15	8h56	39	45h10
Rt6	Compton / Torrance	3	26h00	1h10	3h04	40	30h14
Rt7	Wilmington / Redondo Beach	3	34h35	40	5h25	56	40h40
Rt8	LAX / Torrance	7	75h34	4h50	16h22	79	96h46
Rt9	Harbor City Loop	1	11h29	10	1h24	13	13h03
Total By Service			436h11	17h00	79h52	453	533h03

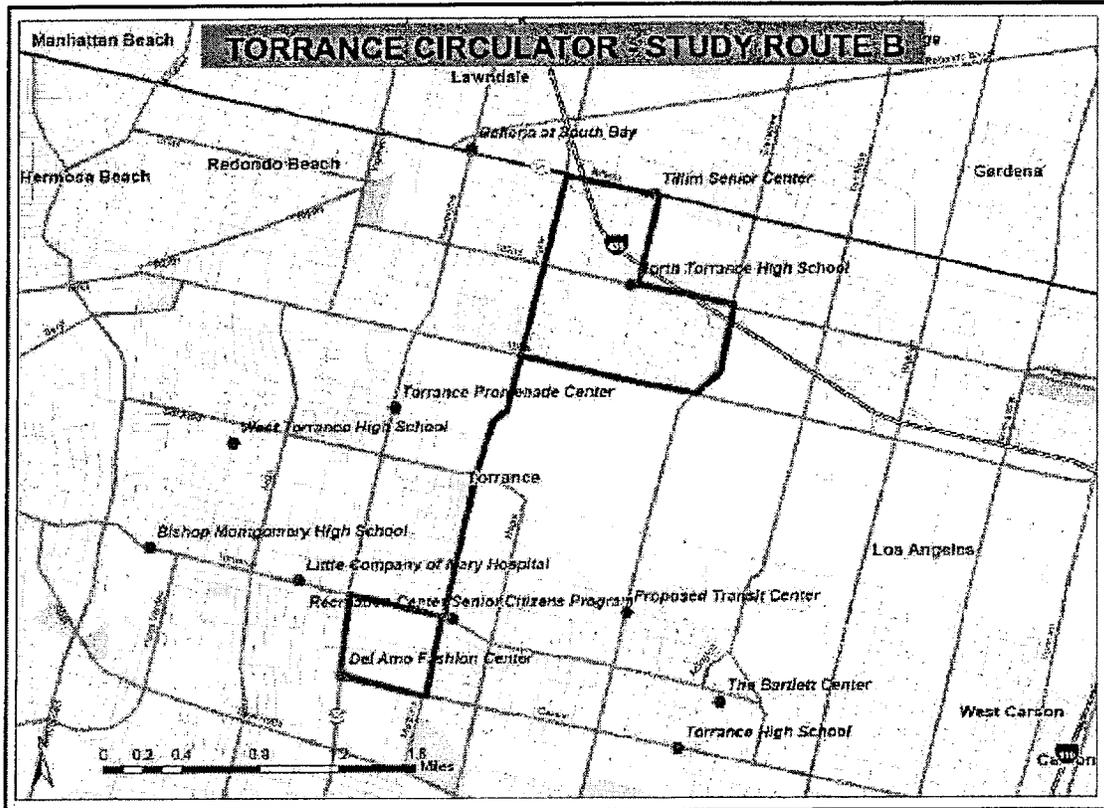
Saturday							
Line	Name	Peak Vehicle	Revenue Time	Non-Rev. Time	Recovery Time	Revenue Trips	Total Time
Rt1	Los Angeles / Torrance	2	22h40	20	8h30	32	31h30
Rt2	Los Angeles / Torrance	3	34h30	35	4h16	27	39h21
Rt3	Redondo Beach / Long Beach	6	68h30	2h25	12h00	57	82h55
Rt5	Torrance Local	2	21h00	45	4h30	28	26h15
Rt6	Compton / Torrance	0	0	0	0	0	0
Rt7	Wilmington / Redondo Beach	3	31h09	1h02	4h24	50	36h35
Rt8	LAX / Torrance	3	29h31	1h56	12h38	44	44h05
Rt9	Harbor City Loop	1	9h43	12	1h10	11	11h05
Total By Service			217h03	7h15	47h28	249	271h46

Sunday							
Line	Name	Peak Vehicle	Revenue Time	Non-Rev. Time	Recovery Time	Revenue Trips	Total Time
Rt1	Los Angeles / Torrance	2	21h15	20	7h25	30	29h00
Rt2	Los Angeles / Torrance	0	0	0	0	0	0
Rt3	Redondo Beach / Long Beach	6	58h00	2h00	14h20	53	74h20
Rt5	Torrance Local	0	0	0	0	0	0
Rt6	Compton / Torrance	0	0	0	0	0	0
Rt7	Wilmington / Redondo Beach	0	0	0	0	0	0
Rt8	LAX / Torrance	2	18h29	56	1h50	21	21h15
Rt9	Harbor City Loop	0	0	0	0	0	0
Total By Service			97h44	3h16	23h35	104	124h35

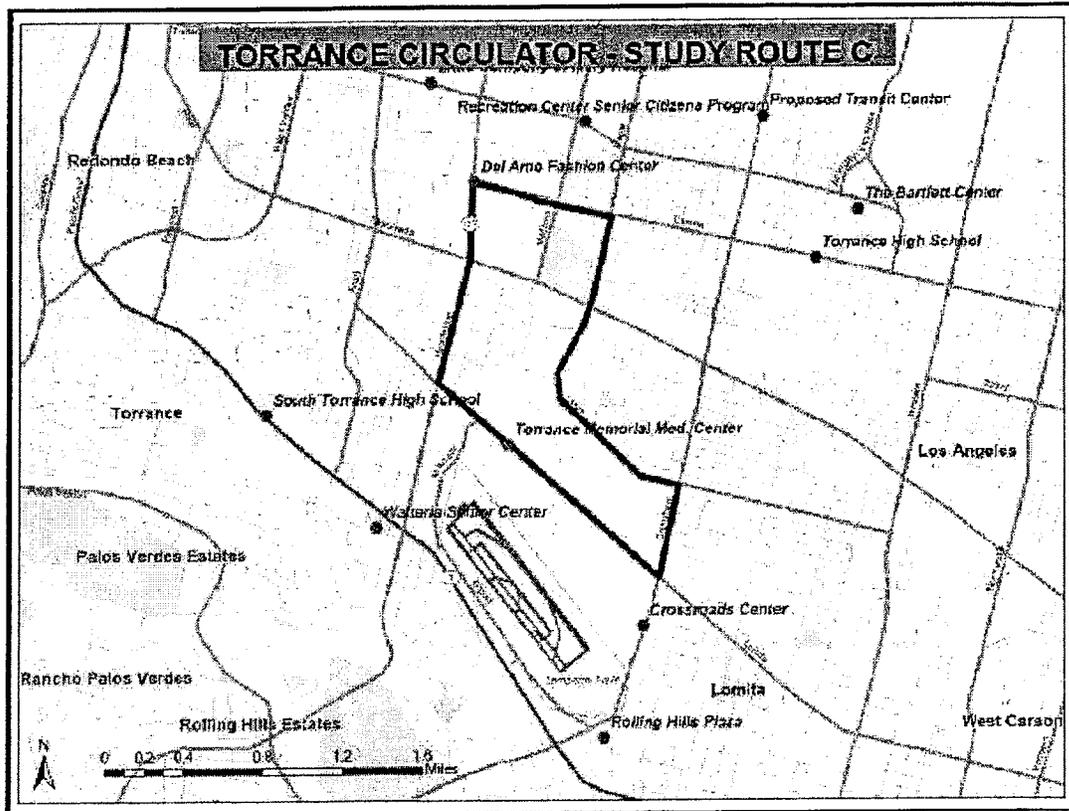
Circulator A – This 7 mile route is designed to provide service to Del Amo Fashion Center, Bishop Montgomery High School, West Torrance High School, Torrance Promenade Center, and the Torrance Promenade Center.



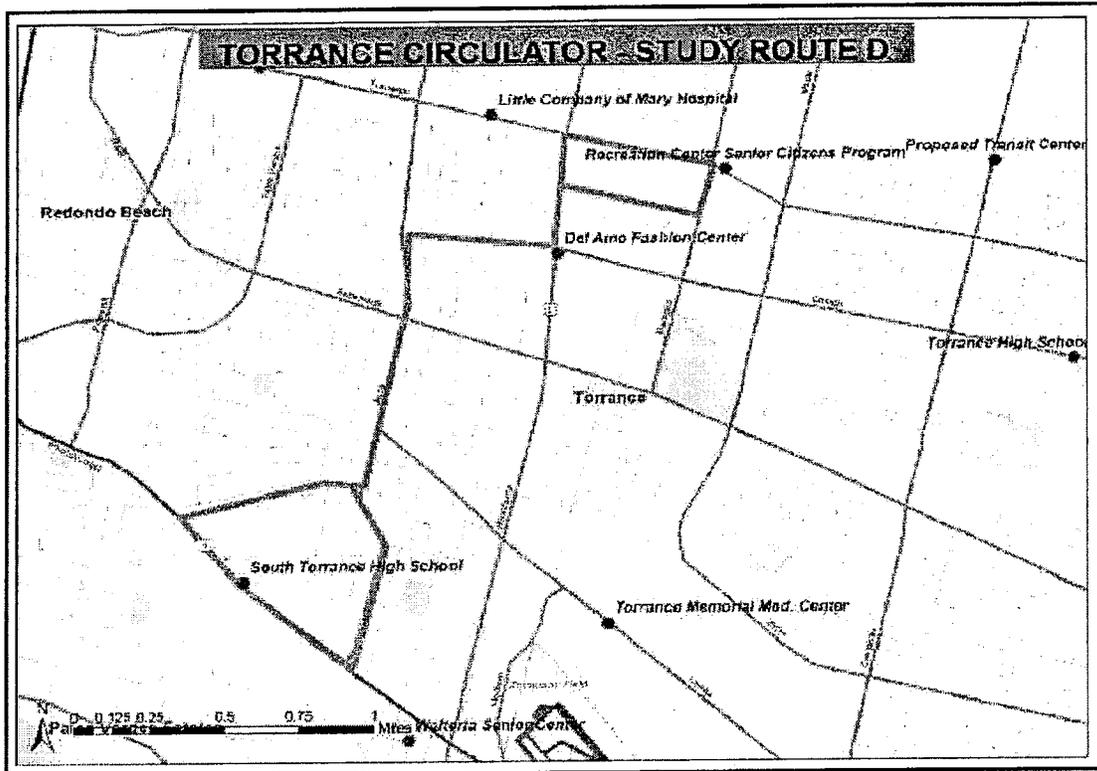
Circulator B – This 8.7 mile route is designed to provide service to Del Amo Fashion Center, Tillum Senior Center, North Torrance High School, Magruder Middle School and the unserved Prairie Avenue Corridor.



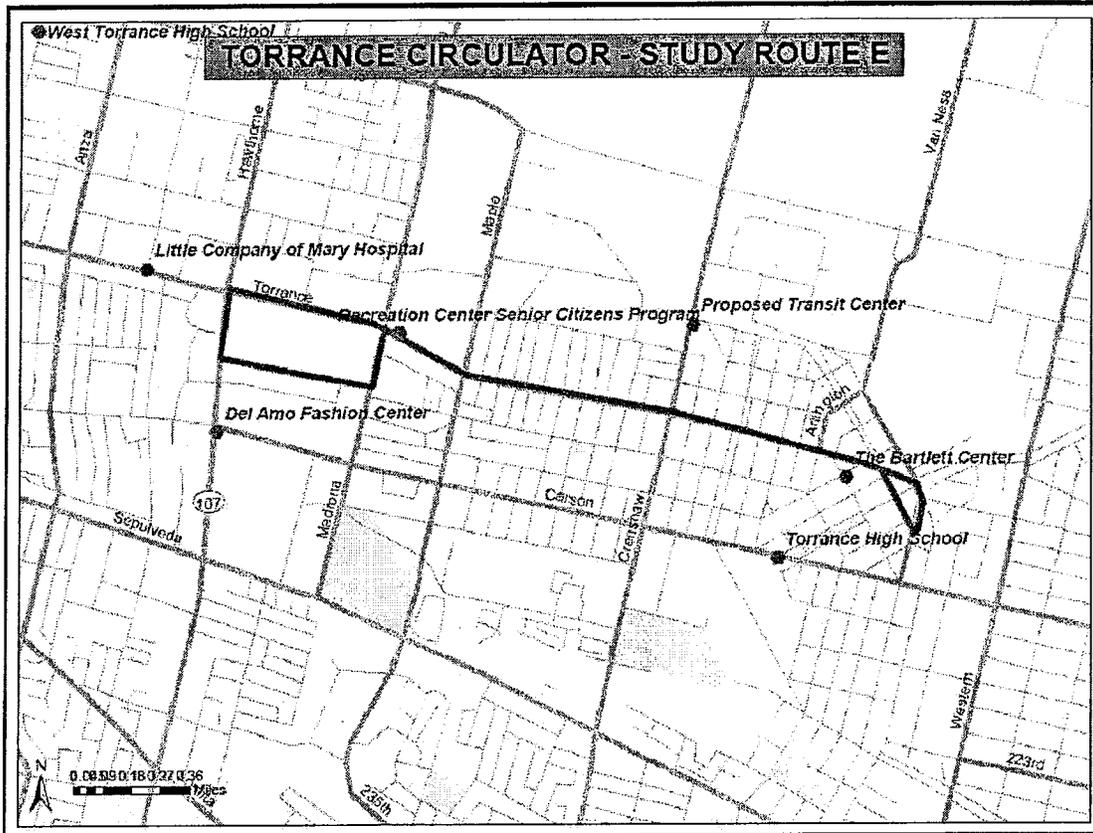
Circulator C– This 5.6 mile route is designed to provide service to Del Amo Fashion Center, Torrance Memorial Hospital, Crossroads Center, and unserved neighborhoods along Maple Avenue and 235th Street.



Circulator D – This 6.7 mile route is designed to provide service to Del Amo Fashion Center, South Torrance High School, Jefferson Middle School, Calle Mayor Middle School, and Anza Avenue.



Circulator E – This 5.1 mile route is designed to provide service to Del Amo Fashion Center, the Torrance Civic Center, Bartlett Senior Center and the Old Torrance area.



ADDENDUM #3

**CITY OF TORRANCE
3031 Torrance Boulevard
Torrance, CA 90503**

RFP NO. RFP B2009-23

Request for Proposal for a Line-by-Line Analysis of the Torrance Transit System

ADDENDUM #3

Notice is hereby given that there was an error in Addendum #2 for the Request for Proposal for a Line-by-Line Analysis of the Torrance Transit System (RFP B2009-23). The web address that was provided in A13 is not available for public viewing. To download a copy of the 2005 Line-by-Line Analysis, please visit the following website and download the three (3) documents there:

<http://www.torranceca.gov/18725.htm>

The 2005 Line-by-Line Analysis will be available for download from the above website through July 31, 2009.

As part of the protocol for this RFP, a copy of this addendum will be faxed to all Proposers who were present at the Conference or who have expressed interest in this opportunity.

By Order Of



Kim Turner, Transit Director
Torrance Transit System

July 15, 2009

Please return this addendum with your bid proposal.
I hereby acknowledge receipt of this addendum.

Name of Company

Name of Representative

Address

City, State, Zip Code

Signature and Date

EXHIBIT B
PROPOSAL

Torrance Transit

Line-by-Line Analysis of the Torrance Transit System

RFP #B2009-23



Prepared by:



**DIVERSIFIED
TRANSPORTATION
SOLUTIONS**

In Association With:

Douglas Kim & Associates, LLC

July 30, 2009



DIVERSIFIED TRANSPORTATION SOLUTIONS

July 30, 2009

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

RE: Request For Proposal – Line-by-Line Analysis of the Torrance Transit System (RFP B2009-23)

To the Office of the City Clerk:

Diversified Transportation Solutions, in coordination with our project team, is pleased to submit this proposal to the City of Torrance for a Line-by-Line Analysis of the Torrance Transit System.

Diversified Transportation Solutions is a local consulting firm specializing in transit service planning and development. Diversified Transportation Solutions assists municipalities and transit agencies in developing comprehensive service plans for the development and improvement of transportation services, and in evaluating transportation services to provide strategies to enhance the efficiency, effectiveness and quality of transit services. Diversified Transportation Solutions has a strong focus on service development and service quality from the perspective of the customer.

Roderick T. Goldman has over twenty years of experience in the development, implementation and operation of transit services to over 10 million residents of the Los Angeles area. During this period, Mr. Goldman has directed the activities of the Los Angeles County Metropolitan Transportation Authority in the areas of transit service planning and transit operations performance analysis. Mr. Goldman has extensive experience with the issues confronting Torrance Transit through his recent development of a Service Enhancement Plan for the Torrance Transit bus system. Mr. Goldman has also participated in developing a number of transit services in the Los Angeles area over the past 15 years, and has directed development of transit service policies, performance reporting, bus fleet planning, transit facility planning and multi-year transit service forecasting.

Diversified Transportation Solutions proposes to team with Douglas Kim & Associates, LLC to further enhance the level of knowledge and resources provided to Torrance Transit for this important project. Mr. Kim has a wealth of transportation planning experience, and recently directed the compilation of 2007 National Transit Database Passenger Miles reporting data for Torrance Transit, including the development of GIS mapping and geo-coding of transit data.

**7875 Sorrel Lane
Corona, CA 92880
(888) 710-0220**

City of Torrance
July 30, 2009
Page 1-2

Together, our firms provide extensive background in transit planning, the analysis of operational effectiveness, GIS mapping, and market research. Mr. Kim may be contacted by phone at (310) 316-2800, or by fax at (310) 693-2579.

The Diversified Transportation Solutions team includes transit professionals with the expertise and experience to execute a Line-by-Line analysis that provides the basis for service improvements that maximize the effectiveness of Torrance Transit's capital and operating funds. Our familiarity with Torrance Transit, local development and transit issues, and previous project work allows us to build on our past work for Torrance Transit and quickly move toward immediate and medium-range plans that can be implemented immediately. Moreover, we will ensure the hands-on involvement of our Project Manager, Roderick Goldman, and Assistant Project Manager Douglas Kim on a daily basis. Our billing rates have been reduced to ensure that ample senior-level expertise will be used to ensure the most rigorous data gathering and strategic planning.

We guarantee all work and services provided by our team to be on time, within budget and of the highest professional quality. We also state that this proposal shall remain valid for a period of no less than 90 days from July 30, 2009. Diversified Transportation Solutions acknowledges that all information contained in this proposal is true and correct as of the date of submittal.

I appreciate your consideration of the Diversified Transportation Solutions team for this important assignment, and look forward to participating further in the consultant selection process. You may contact me directly or by fax at (888) 710-0220, or by e-mail at rgoldman@dticonsult.net regarding this proposal. I, Roderick T. Goldman, am the authorized person that can bind Diversified Transportation Solutions contractually.

Sincerely,



Roderick T. Goldman
President

JUL 06 2009 MON 05:05 PM TORRANCE CITY CLERK

FAX NO. 3108182031

P. 02/02

ADDENDUM #1

CITY OF TORRANCE
3031 Torrance Boulevard
Torrance, CA 90503

RFP NO. RFP B2009-23

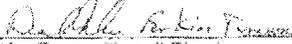
Request for Proposal for a Line-by-Line Analysis of the Torrance Transit System

ADDENDUM #1

Notice is hereby given that the due date for the Proposal for a Line-by-Line Analysis of the Torrance Transit System has been extended to Thursday, July 30, 2009. The Deadline will still be 2:00 P M LATE PROPOSALS WILL NOT BE ACCEPTED. As part of the protocol for this RFP, a copy of this addendum will be faxed to all Proposers who were present at the Conference or who have expressed interest in this opportunity.

A second Addendum will be released soon with answers to the questions that were submitted via email and at the Pre-Proposal Conference regarding RFP No. RFP B2009-23.

By Order Of



Kim Turner, Transit Director
Torrance Transit System

July 6, 2009

Please return this addendum with your bid proposal.
I hereby acknowledge receipt of this addendum.

Diversified Transportation Solutions
Name of Company

Richard T. Goldman
Name of Representative

7875 Sorrel Lane
Address

Corona, CA 92880
City, State, Zip Code

Richard T. Goldman July 6, 2009
Signature and Date

<p>ADDENDUM #2</p> <p>CITY OF TORRANCE 5931 Torrance Boulevard Torrance, CA 90503</p> <p>RFP NO. RFP 02009-23</p>
<p>Request for Proposal for a Line-by-Line Analysis of the Torrance Transit System</p>

ADDENDUM #2

Notice is hereby given that the questions submitted via email, fax, or at the Pre-Proposal Conference regarding RFP No. RFP 02009-23 for the Proposal for a Line-by-Line Analysis of the Torrance Transit System have been answered and are attached to this addendum. As part of the protocol for this RFP, a copy of this addendum will be faxed to all Proposers who were present at the Conference or who have expressed interest in this opportunity.

Also included in this addendum are copies of the following documents:

- Attendance Report from the Pre-Proposal Conference regarding RFP No. RFP 02009-23
- Torrance Transit Line Summary detailing revenue hours
- Proposed Line G Map
- Proposed Circulator Maps

By Order of

Kim Turner
 Kim Turner, Transit Director
 Torrance Transit System

July 10, 2009

Please return this addendum with your bid proposal.
I hereby acknowledge receipt of this addendum.

Diversified Transportation Solutions
 Name of Company
Robert L. T. Calloway
 Name of Representative
7875 Sunset Lane
 Address
Corning, CA 92880
 City, State, Zip Code
Robert L. T. Calloway July 12, 2009
 Signature and Date

ADDENDUM #3

CITY OF TORRANCE
3031 Torrance Boulevard
Torrance, CA 90503

RFP NO. RFP B2009-23

Request for Proposal for a Line-by-Line Analysis of the Torrance Transit System

ADDENDUM #3

Notice is hereby given that there was an error in Addendum #2 for the Request for Proposal for a Line-by-Line Analysis of the Torrance Transit System (RFP B2009-23). The web address that was provided in A13 is not available for public viewing. To download a copy of the 2005 Line-by-Line Analysis, please visit the following website and download the three (3) documents there:

<http://www.torranceca.gov/18725.htm>

The 2005 Line-by-Line Analysis will be available for download from the above website through July 31, 2009.

As part of the protocol for this RFP, a copy of this addendum will be faxed to all Proposers who were present at the Conference or who have expressed interest in this opportunity.

By Order Of



Kim Turner, Transit Director
Torrance Transit System

July 15, 2009

Please return this addendum with your bid proposal.
I hereby acknowledge receipt of this addendum.

Diversified Transportation Solutions
Name of Company

Richard T. Goldmann
Name of Representative

7875 Sunset Lane
Address

Corona, CA 92880
City, State, Zip Code

Richard T. Goldmann July 15, 2009
Signature and Date

QUALIFICATIONS & EXPERIENCE



**Diversified
Transportation
Solutions**

QUALIFICATIONS OF THE FIRMS

DIVERSIFIED TRANSPORTATION SOLUTIONS

Diversified Transportation Solutions is a local consulting firm founded in January 2007 and based in Corona, CA that specializes in transit service planning and development. Diversified Transportation Solutions assists municipalities and transit agencies in developing comprehensive service plans for the development and improvement of transit services, and in developing innovative transit services that enhance the efficiency, effectiveness and quality of transit services. Diversified Transportation Solutions has a strong focus on service development and service quality from the perspective of the customer. Services provided include:

- Service Planning
- Transit Route Design
- Scheduling
- Short-Range Transit Planning
- Capital Planning
- Bus Fleet Planning
- Multi-Modal Interface
- Feasibility Studies
- Productivity Analysis
- Strategic Planning

Diversified Transportation Solutions has a strong financial foundation, and provides clients with a high level of expertise in transit service planning and development, a proven ability to merge the needs of transit users and policymakers, and the ability to identify the most efficient use of limited resources.

Roderick Goldman of Diversified Transportation Solutions is the designated project manager who will be responsible for the delivery of services in accordance with the Torrance Transit contract. Contact information for Diversified Transportation Solutions is listed below:

7875 Sorrel Lane
Corona, CA 92880
(888) 710-0220

DOUGLAS KIM & ASSOCIATES, LLC

Douglas Kim & Associates, LLC (DKA) is a Minority-Owned Business and Small Business Enterprise firm that provides comprehensive comprehensive policy and technical analysis services in the areas of transportation, transit, and air quality planning. DKA also performs traffic, air quality, and noise analyses for CEQA and NEPA environmental documents. The company's services include:

Transportation Planning and Analysis

- Transportation plans
- Traffic impact analyses

- Traffic mitigation and control plans

Transit Planning and Analysis

- Transit needs assessments
- Transit restructuring plans
- Line-by-line analysis
- On-board surveys

FIRM EXPERIENCE AND TECHNICAL EXPERTISE

DIVERSIFIED TRANSPORTATION SOLUTIONS RELEVANT PROJECT EXPERIENCE

TORRANCE TRANSIT SERVICE ENHANCEMENT PROJECT

Roderick T. Goldman of Diversified Transportation Solutions assisted Torrance Transit in the development of a comprehensive Service Enhancement Plan. The primary objectives in the development of this plan were to improve network coverage, efficiently allocate resources, review opportunities for improved transit access, develop new services to expedite passenger travel across the South Bay sub-region, develop plans to implement a new Metro Rapid BRT route, provide convenient connections with municipal and region transit service providers, and to provide service in a cost-efficient manner.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (WMATA) OPERATIONS PLANNING SUPPORT SERVICES

Roderick T. Goldman of Diversified Transportation Solutions was retained by WMATA to provide support to the Planning and Joint Development Department. The specific tasks performed by Diversified Transportation Solutions included an organizational assessment of the service planning and scheduling units to recommend ways to improve staff effectiveness, the development of implementation strategies for new Priority Corridor Network services proposed to serve the Washington D.C. metropolitan area, and training of staff in operations planning and scheduling techniques.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) SHORT RANGE TRANSIT PLAN

Diversified Transportation Solutions assisted Metro Transit Operations in the development of a Short Range Transit Plan (SRTP) for Fiscal Years 2010 - 2014. The SRTP was designed to provide a multi-year strategic plan to improve transit quality, accessibility, cost effectiveness and efficiency. The role of Diversified Transportation Solutions was to coordinate with executive management on the development of key goals and objectives, develop a capital plan for transit facility

improvements, outline bus/rail interface plans for new rail extensions, develop strategies and recommendations for improved service reliability, smart card implementation and market development, and to prepare a final SRTP document.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS LENNOX TRANSIT NEEDS STUDY

Diversified Transportation Solutions, in association with Pacific Municipal Consultants (PMC), is currently developing a transit needs assessment for several unincorporated areas of south Los Angeles County. The study includes a review of the transit services provided in the project area, identification of unmet needs and transportation options to meet these needs, analysis of the efficiency and effectiveness of existing County-provided transit services, analysis of environmental justice issues, and the development of a transit service plan for the project area.

DOUGLAS KIM & ASSOCIATES RELEVANT PROJECT EXPERIENCE

TORRANCE TRANSIT NTD PASSENGER MILES

At PMC, Mr. Kim and Mr. Jeremy Bailey collected bus passenger miles data for Torrance Transit's annual NTD report in 2007. We utilized random sampling technique five as detailed by the UMTA in U.S. DOT Circular UMTA C 2710.1A. Plan five as detailed in the circular on page II-1, called for an observation of ten bus trips every fifth day with a total sampling of 730 trips for the year of the contract. We created an observation schedule and randomized the total trips to be observed for the entire fiscal year. Our observation staff also checked ride-check data for any anomalies. We provided Torrance Transit with monthly reports that detail and collate all of the collected data on passengers boarded, loads, bus trip distance, passenger miles, capacity miles, seat miles, and trips in each sample. We also collated this data by individual routes and time of day.

AC TRANSIT LINE-BY-LINE AND FTA TITLE VI REPORT

At AC Transit, Mr. Bailey helped managed line-by-line analyses and Title VI analyses for this Alameda County-based transit agency. This included customer surveys, GIS analysis (route planning, demographic analysis, cartography, schedule building), and performing level of service assessments and data analysis on trip generators and attractors. He updated planning department basemaps with GIS by adding paths inside all BART stations areas for the scheduling department. Mr. Bailey also created a fare structure methodology and maps for their Eco Pass program as well as new route maps in Arc View, assisted in the calibration of data from automatic passenger counters (APC), and created and implemented the Class Pass survey via The City of Berkeley and re-routed buses, moved stops and compiled a TFCA report for Coliseum BART streetscape improvements.

RIVERSIDE TRANSIT AGENCY
FTA TITLE VI REPORT

At PMC, Mr. Kim and Mr. Bailey oversaw the 2007 Title VI report ensuring that high minority population communities receive the same access to transit service as other communities. The Title VI Triennial Report included a description of RTA transit services, demographic analysis of each census tract in the service area to define the high and low minority population census tracts and distribution of transit service, an analysis of RTA's standards and policies in providing service equitably to both minority and non-minority groups throughout the service area, discussion of service changes for each service mode made for the past three fiscal years from FY 2005 to FY 2007, a description of RTA Fleet by mode/make and facilities, an assessment of RTA's compliance with Title VI, description of complaints or lawsuit, if any, filed against RTA during the prior three fiscal years, and a summary of public outreach and involvement activities undertaken by RTA for the past three fiscal years and description of steps taken to ensure that minority and low-income persons had meaningful access to these activities.

REFERENCES

DIVERSIFIED TRANSPORTATION SOLUTIONS REFERENCES

Kim Turner, Transit Director
TORRANCE TRANSIT
(310) 618-6245

James Hughes, Managing Director of Planning
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
(202) 962-1202

Carolyn Flowers, Chief Operating Officer
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
(213) 922-2170

Dana Woodbury, Transportation Planning Manager
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
(213) 922-4207

John Zeigler, Transit Manager
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
(626) 458-5914

DOUGLAS KIM & ASSOCIATES REFERENCES

James Lee, Administrative Analyst Transit Department
TORRANCE TRANSIT
(310) 781-6924

Mark Stanley, Director of Planning
RIVERSIDE TRANSIT AGENCY
(951) 565-5130

Tina Spencer, Long Range Planning Manager
AC TRANSIT
(510) 891-4754

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PROJECT STAFFING**DIVERSIFIED TRANSPORTATION SOLUTIONS**

Roderick T. Goldman, President

Roderick T. Goldman has over twenty years of experience in the development, implementation and operation of transit services to over 10 million residents of the Los Angeles area. During this period, Mr. Goldman directed the activities of the Los Angeles County Metropolitan Transportation Authority (LACMTA) in the areas of transit service planning and transit operations performance analysis. Mr. Goldman has also participated in the development of a variety of innovative transit projects in the region, including the Metro Rapid Program and the development of new fixed-route and demand-responsive services throughout the Los Angeles region.

Mr. Goldman has managed the development of five-year transit plans for both LACMTA and regional transit services. He has participated in the implementation of Metro Rapid services throughout Los Angeles County. He has also directed development of transit service policies, bus fleet planning, transit facility planning and multi-year transit service forecasting. Mr. Goldman successfully managed compliance efforts for LACMTA in its 10-year Consent Decree by developing strategic plans for long-term bus service improvement, and in developing and implementing new bus routings to address unmet service needs for the transit-dependent population. He has also participated in the implementation of both heavy and light rail services in Los Angeles.

In January 2007, Mr. Goldman formed Diversified Transportation Solutions, a consulting firm specializing in providing assistance to transit agencies and municipalities in the areas of transit planning and transit service development. Mr. Goldman provides the experience of being involved in transit planning as a member of transit agency staff as well as from the perspective of a consultant. This experience presents clients with the benefit of a broad-based perspective in the development and implementation of their transit plans.

Mr. Goldman received a B.S in Public Administration from the University of Southern California, and holds a Masters in Public Administration from California State University, Dominguez Hills.

DOUGLAS KIM & ASSOCIATES, LLC

Douglas Kim, AICP

Mr. Kim has served 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 and has worked for public agencies at the regional, county, and local level throughout California. He 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 helped develop transit needs assessments and restructuring plans for properties throughout California.

Jeremy Bailey

Mr. Bailey has five years experience in transit planning and analysis. Mr. Bailey coordinated NTD bus passenger miles counts for Torrance Transit and compiled RTA's Title VI update. 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 Bay Area Rapid Transit (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-GIS, 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 skilled 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 Transit Agency and Yuma County Area Transit (YCAT) service to the Coachella and Winterhaven tribal areas.

Jared Jerome

Mr. Jerome has performed ridership analyses for Torrance Transit, including gathering and reporting of monitoring data of bus passenger ridership and mileage. He has extensive experience with GIS and other mapping-related tools for transit analysis purposes. Mr. Jerome has an educational background in the fields of transportation, urban and population geography, and GIS.

DIVERSIFIED TRANSPORTATION SOLUTIONS

RODERICK T. GOLDMAN
President

EDUCATION

Master of Public
Administration, California
State University,
Dominguez Hills

Bachelor of Science, Public
Administration, University
of Southern California

EXPERIENCE

Diversified Transportation
Solutions

Los Angeles County
Metropolitan Transportation
Authority

- Deputy Executive
Officer for Service
Development
- Transportation
Planning Manager
- Service Operations
Planner
- Employee Relations
Analyst

Overview

Roderick Goldman has over twenty years of experience in the development, implementation and operation of transit services in the Los Angeles area. During this period, Mr. Goldman directed the activities of the Los Angeles County Metropolitan Transportation Authority in the areas of service planning and transit operations performance analysis. Mr. Goldman has also provided transit planning and strategic planning services to several transit agencies in the Los Angeles area and across the nation.

Service Development and Transit Planning

Los Angeles County Metropolitan Transportation Authority – Short Range Transit Plan

Mr. Goldman assisted Metro Transit Operations in the development of a Short Range Transit Plan (SRTP) for Fiscal Years 2010 - 2014. The SRTP was designed to provide a multi-year strategic plan to improve transit quality, accessibility, cost effectiveness and efficiency. The role of Diversified Transportation Solutions was to coordinate with executive management on the development of key goals and objectives, develop a capital plan for transit facility improvements, outline bus/rail interface plans for new rail extensions, develop strategies and recommendations for improved service reliability, smart card implementation and market development, and to prepare a final SRTP document.

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DIVERSIFIED TRANSPORTATION SOLUTIONS

Torrance Transit – Service Enhancement Project

Mr. Goldman assisted Torrance Transit in the development of a comprehensive Service Enhancement Plan. The primary objectives in the development of this plan were to improve network coverage, efficiently allocate resources, review opportunities for improved transit access, develop new services to expedite passenger travel across the South Bay sub-region, develop plans to implement a new Metro Rapid BRT route, provide convenient connections with municipal and region transit service providers, and to provide service in a cost-efficient manner.

Washington Metropolitan Area Transit Authority – Operations Planning Support Services

Mr. Goldman was retained by WMATA to provide support to the Planning and Joint Development Department. The specific tasks performed by Diversified Transportation Solutions included an organizational assessment of the service planning and scheduling units to recommend ways to improve staff effectiveness, the development of implementation strategies for new Priority Corridor Network services proposed to serve the Washington D.C. metropolitan area, and training of staff in operations planning and scheduling techniques.

Los Angeles County Department of Public Works – Lennox Transit Needs Study

Mr. Goldman coordinated development of a transit needs assessment for several unincorporated areas of south Los Angeles County. The study includes a review of the transit services provided in the project area, identification of unmet needs and transportation options to meet these needs, analysis of the efficiency and effectiveness of existing County-provided transit services, analysis of environmental justice issues, and the development of a transit service plan for the project area.

Douglas Kim, AICP

Principal

Education

B.A., Economics and City & Regional Planning, University of California, Berkeley, CA

Experience and Current Responsibilities

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 and has worked for public agencies at the regional, county, and local level throughout California. He 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 helped develop transit needs assessments and restructuring plans for properties throughout California.

Relevant Project Experience

- **National Transit Database Passenger Miles Report, Torrance Transit.** Mr. Kim oversaw the collection of bus passenger miles data for Torrance Transit's annual National Transit Database report, using random sampling technique 5 as detailed by the UMTA in U.S. DOT Circular UMTA C 2710.1A. This called for an observation of ten bus trips every fifth day with a total sampling of 730 trips for the year of the contract. Mr. Kim created the observation schedule, randomized the total trips to be observed for the entire fiscal year and provided Torrance Transit with monthly reports that detail and collate all of the collected data on passengers boarded, loads, bus trip distance, passenger miles, capacity miles, seat miles, and trips in each sample. At the request of Torrance Transit, data was collated by route and time of day. This information was used by Torrance Transit's operations department to assist in their short range transit planning needs.
- **Lennox Et Al Transit Needs Assessment, County of Los Angeles.** Mr. Kim worked with Diversified Transportation Solutions to assess the bus transit needs of several communities in unincorporated Los Angeles County in the Lennox area. This included a needs assessment of additional service, survey of the public and key stakeholders in the area, and development of service improvement plans that involve Metro and other fixed-route bus transit operators in the region.
- **Anaheim Regional Transit Intermodal Center Fixed-Guideway Program, City of Anaheim.** Mr. Kim is helping manage the alternatives analysis, environmental impact review, and engineering for a 3.3 mile fixed-guideway transit service linking the proposed ARTIC transit center with the City's Platinum Triangle and Resort Areas. In his capacity with the Project Management Consultant team, he is coordinating with the Orange County Transportation Authority and Federal Transit Administration to oversee the analysis of three rail alignments and two bus rapid transit alternatives that use fixed-guideway, exclusive right-of-way for at least a portion of the corridor. The project will help enhance Metrolink commuter ridership to the Anaheim area, while also allowing regional transit riders that use future High Speed Rail to access local destinations in Anaheim.
- **Federal Transit Administration Title VI Report, Riverside Transit Agency.** Mr. Kim helped developed RTA's triennial Title VI report, which demonstrated that RTA provided service and amenities equitably throughout its service area in compliance with all Title VI general reporting requirements. This included analysis of each census tract in the service area to delineate its high or low minority status as defined by the FTA. In addition to the demographic analysis, a rider survey garnered customer perceptions and the measure of demand for services. Recommendations from the survey were passed on to RTA's Planning and Operations Department for consideration regarding any future service changes. RTA's rider surveys revealed customer quality of service ratings as well as identifying other relevant demographic data detailing general demographics, bus fare categories, customer origins and destinations, satisfaction with RTA service, frequency of use, and other variables. This analysis also demonstrated that RTA provides services and amenities equitably throughout the service area through an examination of fleet composition and deployment, and service expansion policies.

- **Long Range Planning Transit Corridor Project Evaluations, Los Angeles County Metropolitan Transportation Authority.** Mr. Kim oversaw the evaluation of transit and highway programs for the long range and regional transportation planning department. He developed Long Range Transportation Plan for Los Angeles County that lays out a 25-year plan of transportation priorities for the agency. Mr. Kim also oversaw the State-mandated Congestion Management Program for 89 cities in Los Angeles County that assured \$93 million annually in State sales tax. 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. Mr. Kim evaluated the viability of proposed fixed guideway alignments, including the Metro Subway Westside rail extension, Burbank/Glendale light rail alignment from Union Station to the Burbank Metrolink station, Silver Line, and I-405 Corridor Busway from the San Fernando Valley to the South Bay of Los Angeles County.

Previous Experience

- **Director, Transportation and Air Quality Planning, PMC** – Mr. Kim oversaw the development of transit and multi-modal transportation plans for public agencies throughout the State. This included a spectrum of projects including a Strategic, Long Range Plan to maintain mobility through the I-8 Corridor connecting San Diego and Imperial counties to short-range transit plans for the unincorporated areas of Los Angeles County. He also oversaw numerous traffic impact analyses for projects throughout California using TRAFFIX and other travel demand models. Mr. Kim also oversaw the air quality analysis work for the firm, preparing emissions and dispersion modeling analyses for development projects, transportation infrastructure improvements, and other developments throughout the State. He also managed the Environmental Impact Reports for transportation plans, including the Sonoma County Transportation Authority, San Luis Obispo Council of Governments, and Association of Monterey Bay Area Governments.
- **Director, Long Range Planning, Los Angeles County Metropolitan Transportation Authority** – Mr. Kim oversaw the long range and regional transportation planning department with an annual operating budget of \$2 million. He developed Long Range Transportation Plan for Los Angeles County that lays out a 25-year plan of transportation priorities for the agency. Mr. Kim also oversaw the State-mandated Congestion Management Program for 89 cities in Los Angeles County that assured \$93 million annually in State sales tax. 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. He also managed the agency's air quality analysis and environmental review programs, as well as emission reduction credit trading programs. He secured funding for Freeway Service Patrol, rideshare programs, and other operational programs. At the regional level, he served as direct liaison to regional agencies, including Southern California Association of Governments, Regional Transportation Agencies Coalition, and South Coast AQMD. In these capacities, he also served in several leadership positions as Chair of the Regional Transportation Plan Technical Advisory Committee, AB 2766 Discretionary Air Quality Fund Committee, and Southern California Transportation/Air Quality Conformity Working Group. Mr. Kim oversaw the agency's Mobility 21 planning functions, including Smart Growth Partnership, an effort to merge land use and transportation planning objectives to promote transit-oriented development.
- **Board Member Consultant, South Coast Air Quality Management District** – Mr. Kim served as policy and technical advisor to AQMD Board Members on air quality issues for 61 cities in Los Angeles County. His responsibilities included policy and technical advisory function for AQMD Legislative, Administrative, Stationary Source, Technology, and Mobile Source Committees. He oversaw technical review of stationary and mobile source air quality issues and rulemaking. He managed and responded to constituent requests from member cities and private sectors.
- **Transportation Planning Manager, Los Angeles County Metropolitan Transportation Authority** – Mr. Kim served as MTA lead for planning and policy coordination with regional transportation and air quality agencies. He served as liaison to SCAG on planning and technical issues and to air quality agencies, overseeing policy and technical air quality analyses for MTA Planning and Operations. Mr. Kim was Chair of Regional Transportation Agencies Coalition TAC with authority which operated with a budget of over \$3 million. Mr. Kim supervised implementation of a \$2 million regional rideshare program. As Chair of a 6-agency Oversight Committee for Rule 2202, he oversaw financial and transportation analyses of a voluntary regional rideshare program and managed \$200,000 in consultant contracts. He was Chair of 20-member regional MSRC Technical Committee with funding authority over \$13 million annually,

- managed four staff and an annual budget of \$650,000, Mr. Kim created and oversaw \$22 million air pollution grant program and \$3 million pollution credit program, the largest programs in the State.
- **Transportation and Air Quality Planner; Monterey Bay Unified Air Pollution Control District** – Mr. Kim was agency lead for transportation, land use, and air quality analyses. He performed technical traffic and air quality analyses on regionally-significant projects. He authored the District's CEQA Guidelines for environmental review in the three-county North Central Coast, managed CEQA environmental analyses for District regulations and air quality analyses throughout the air basin, and developed the agency's transportation/air quality conformity regulations for Monterey, Santa Cruz, and San Benito Counties. Mr. Kim served as a Member of Fort Ord Reuse Authority Advisory Committee with land use and public works advisory authority over master plan for redevelopment of 28,000-acre former military base. He also served on a CAPCOA Statewide committee that developed the Air Resources Board's URBEMIS model for estimating air quality impacts of land use projects.
- **Transportation and Quality Planner; South Coast Air Quality Management District** – Mr. Kim served as agency lead for land use and transportation policy- and technical analyses. He also was AQMD representative on Orange County planning committees, including Congestion Management Program Advisory Committee. He co-authored AQMD's landmark CEQA Guidelines for performing environmental analyses. Mr. Kim managed technical planning analyses for Long Range Plan and \$150,000 consultant contracts to develop methodologies for quantifying impacts of transportation control measures. He also served as AQMD representative on SCAG technical committees for Regional Transportation Plan and Regional Transportation Improvement Program.
- **Senior Planner; Gruen Associates** – As the planner in charge of transportation, land use, and air quality analyses, Mr. Kim performed technical traffic and air quality modeling for regions and corridors. He oversaw preparation of project Environmental Impact Reports for development projects in Pico Rivera and Warner Center and analyzed regional and localized air quality impacts. He also helped develop transportation and air quality plans, including the long-range Regional Transportation Plan for the Sacramento Area Council of Governments, Culver City's General Plan revisions, and an Air Quality Element for Santa Monica.
- **Assistant Planner, City of Santa Monica Current Planning Department** – Mr. Kim processed entitlement permits and environmental clearance for the current planning division. He managed preparation of Environmental Impact Reports for Santa Monica Pier restoration and Aquarium and the preparation of Santa Monica's Land Use Plan of the Local Coastal Program for the California Coastal Commission. Mr. Kim oversaw \$250,000 in consultant contracts to prepare CEQA analyses for major development projects. He was project manager for all coastal policy planning projects in Advanced Planning Department. He also authored the unprecedented citywide transportation demand ordinance, which imposed TDM regulations on existing and new development. He also served as liaison to the City's Architectural Review Board.

Professional Affiliations

Member, American Planning Association

Member, American Institute of Certified Planners

Planning Commissioner, City of Redondo Beach

Green Task Force, City of Redondo Beach

Jeremy Bailey

Transportation Planner

Education

B.A., Liberal Studies, Minor, Geography, Sonoma State University, CA

M.A. Geography, San Francisco State University, CA

Experience and Current Responsibilities

Mr. Bailey's background includes research and reporting for AC Transit's Title VI Report, statistical analysis, customer survey implementation, and GIS analysis (route planning, demographic analysis, cartography, and schedule building). In addition, Mr. Bailey also has experience in environmental planning, data collection and interpretation, coordination, and outreach.

Relevant Project Experience

- **Torrance Transit NTD Reporting.** Managed, collected, and analyzed bus passenger miles data for Torrance Transit for inclusion in their annual NTD report to the FTA. Sampled data every week for one year, supplied monthly reports and generated final figures as specified by FTA methodology.
- **Riverside Transit Agency Title VI Report.** Compiled Riverside Transit Agency's federal Title VI report update. Based on FTA guidance the update consisted of a demographic analysis of the entire service area, comparison of supplied service between defined and identified minority and non-minority census tracts, review of existing service standards and policies and public outreach efforts, as well as any service change or transit project impacts to local minority communities.
- **City of West Hollywood Traffic Impact Analysis.** Organized a traffic impact analysis for the City of West Hollywood to assess potential circulation impacts for commercial office and restaurant development. The analysis included traffic modeling (Traffix 7.9), and analysis of roadway, transit, and non-motorized impacts from construction and operations of office space and high-end restaurant considered infill development on West Sunset Blvd.
- **Sonoma County Transportation Authority CTP EIR.** Assisted in compilation of Sonoma County's Comprehensive Transportation Plan EIR air quality, traffic, energy and population chapters. Modeled air quality impacts in Urbemis 2007 9.2.4 and compiled air basin's baseline air quality data and proposed mitigation measures where necessary. Complied and quantified each chapters existing conditions and impacts /mitigation and quantitatively compared each project alternative where appropriate.
- **Southern California Association of Governments RTP.** Conducted spatial demographic and transit performance analysis for the Regional Transit Task Force to support Regional Transportation Plan (RTP) transit section, as well as COMPASS. Analysis assisted transit operators to project their long-range operations and maintenance costs associated with projected levels of per capita transit ridership based on SCAG's Regional Transportation Plan (RTP).
- **AC Transit Title VI Report.** Research and report writing (District's Title VI Report), statistical analysis, customer survey implementation and documentation, GIS analysis (route planning, demographic analysis, cartography, and schedule building).

Jared Jerome

Transportation Planner

Education

B.A., Geography, Urban Analysis Program, California State University, Los Angeles, CA

Experience and Current Responsibilities

Mr. Jerome has a background in transportation planning, GIS, and air quality analyses. Mr. Jerome's education has been focused on transportation, GIS, urban and population geography.

Relevant Project Experience

- **City of Torrance, National Transit Database Passenger Miles Report** - Mr. Jerome collected and analyzed bus passenger miles data for Torrance Transit's annual NTD report. Mr. Jerome helped provide Torrance Transit with monthly reports that detailed all of the collected data on passengers boarded, loads, bus trip distance, passenger miles, capacity miles, seat miles, and trips in each sample.
- **Los Angeles County Lennox Transit Needs Assessment** - Mr. Jerome has assisted on data gathering, mapping needs and analysis for the Lennox area transit needs.
- **Imperial Valley Association of Governments I-8 Corridor Study** - Mr. Jerome assisted with researching and analyzing data for a corridor study for Interstate 8 in Imperial and San Diego Counties.
- **City of Santa Monica, Traffic Impact Studies** – Mr. Jerome has assisted with multiple traffic studies for the City of Santa Monica that include: BMW Dealership Expansion, Traffic study for 16th Street Medical Outpatient Facility, and Arizona Avenue Rest Home. Projects involve data collection of exiting setting, traffic generation and distribution.
- **Sonoma County Transportation Authority Comprehensive Transportation Plan EIR** - Mr. Jerome has assisted with the air quality analysis, and traffic impact analysis for the SCTA CTP EIR. He has also authored the Hydrology, and Geology and Soils chapters of the EIR.
- **Bakersfield Air Quality Planning** – Mr. Jerome assisted in drafting and analyzing air quality in Bakersfield for a freeway interchange project.
- **City of Greenfield Walnut Ave. US 101 Interchange Air Quality and Noise Analysis** - Mr. Jerome is assisting in the analysis and preparation of air quality and noise analysis chapters for the City of Greenfield's Walnut Ave. US 101 EIR. This analysis looks at a lane widening project, and its potential impacts on noise and air quality.

David Moya

Planning Assistant

Education

B.A., Geography Urban Analysis Option, California State University, Los Angeles, CA (*expected graduation Fall 2009*)

A.A., Broadcast Electronic Media Arts, City College of San Francisco, San Francisco, CA

Experience and Current Responsibilities

Mr. Moya assists with the technical analysis and research for traffic impact analyses, air quality studies, and noise impact studies. He has experience in project management using the Microsoft Project and Office suite programs, ensuring that projects are put on critical path schedules and adhere to key milestones that ensure timely completion of deliverables.

Relevant Project Experience

- **County of Imperial, McCabe Ranch II Traffic Impact Analysis.** Mr. Moya prepared the GIS database that provided the analytical base for the traffic analysis of a 443-unit residential development on 468 acres located within the Heber Specific Plan Area of Imperial County. He compiled traffic data from numerous studies in the Imperial Valley that provided information useful to the traffic analysis for this major mixed-use development.
- **City of West Hollywood, Luckman Development Traffic Impact Analysis.** Mr. Moya assisted with the traffic impact analysis for the redevelopment of the Luckman Plaza, an existing mixed-use development at the corner of West Sunset Boulevard and Cory Avenue. The project included construction of approximately 20,000 square feet of restaurant and commercial office space and an off-site parking structure. He assessed the trip generation potential of the land uses proposed for this mixed-use project.
- **City of Laguna Beach, Aliso Creek Redevelopment Plan Peer Review.** Mr. Moya assisted with the data gathering and analysis of access issues for the peer review of a traffic and parking study for proposed redevelopment of a 62-room resort hotel and golf course in the City of Laguna Beach. The project site is challenged by limited ingress/egress from Pacific Coast Highway.
- **City of San Diego, Hillel Center.** Mr. Moya assisted in the analysis of project trip generation and distribution assumptions for a new community center in the La Jolla area of San Diego. His work included coordination of field data collection and research on shared parking opportunities in the UCSD area of La Jolla.

WORK PLAN



**Diversified
Transportation
Solutions**

WORK PLAN

Background

Torrance Transit provides fixed-route bus service in the South Bay area of Los Angeles County. The system provides service to the City of Torrance as well as service linkages to the cities of Carson, Redondo Beach, El Segundo, Gardena, Compton, Manhattan Beach, Long Beach, Lawndale, Lomita, Hawthorne and unincorporated areas of Los Angeles County. Direct service is provided to key activity centers such as Downtown Los Angeles, Downtown Long Beach and Los Angeles International Airport.

In an effort to maximize transit ridership and the performance of the transit system, Torrance Transit is requesting the development of a comprehensive line-by-line analysis of the transit system. The line-by-line analysis will assess the existing performance of the transit system, analyze passenger travel patterns to better match the transit network to passenger demand, conduct surveys of passengers and non-transit users to develop service strategies, and develop a service improvement plan designed to meet passengers needs and operate transit service in the most efficient and effective manner.

Diversified Transportation Solutions Project Approach

Diversified Transportation Solutions brings a high level of experience and a solid understanding of bus service planning, performance analysis, and service implementation to the Torrance Transit Line-by-Line Analysis project. Roderick Goldman of Diversified Transportation Solutions has over 20 years of first-hand experience with transit planning and transit operations in the Los Angeles area, with a particular emphasis on the South Bay sub-region. Mr. Goldman has extensive experience with the Torrance Transit system through previous work in assessing transit system performance, outlining improvements to transit network design and resource planning, developing service enhancement plans, and performing Metro Rapid service planning for Torrance Transit. Through this experience and knowledge of service planning and the Torrance Transit system, Diversified Transportation Solutions can assist Torrance Transit in the development of a comprehensive service analysis that evaluates the performance of each bus route, assesses the needs of passengers, and develops a service plan that is efficient, effective, and customer-focused.

Diversified Transportation Solutions proposes to team with Douglas Kim & Associates, LLC to further enhance the level of knowledge and resources provided to Torrance Transit for this important project. Mr. Kim is very experienced with the Torrance Transit system through his work on the Torrance Transit 2007 National Transit Database Passenger Miles Report; County of Los Angeles Transit Needs Assessment for Lennox and other unincorporated communities; as well as his role as Director of Long Range Transportation Planning at Metro. He has also consulted with the Beach Cities Transit system that serves Redondo Beach, Hermosa Beach, Manhattan Beach, El Segundo, and Los Angeles.

With such an extensive level of experience in transit planning, transit performance analysis, and the development of multi-year service plans, the DTS Team will provide Torrance Transit with a comprehensive review and analysis of the transit system, and will work with Torrance

Transit in the development of comprehensive service plans that meet the current and future needs of system patrons.

Work Plan Objectives

In October 2009, Torrance Transit plans to begin the Line-by-Line Analysis of the Torrance Transit bus system. The role envisioned for the DTS Team in this effort includes the following:

- Develop a complete statistical outline of system ridership, productivity, and performance of existing bus routes by line and segment;
- Provide system ridership by route, stop, and direction of travel;
- Identify strengths and weaknesses of the transit system;
- Assess transit system performance and passengers travel patterns;
- Conduct passenger opinion surveys;
- Develop recommendations for modifications to the transit network and resource allocation that improve system performance;
- Participate in meetings and presentations concerning the service analysis.

The project duration will be approximately six months, with work expected to start in October 2009. The scope of work has been separated into four (4) distinct phases:

Task A – Surveys

Douglas Kim, AICP, will manage the DTS Team's ridecheck and survey of ridership, passenger travel patterns, demographic characteristics, and unmet needs in the Torrance Transit system. He will work with survey supervisors, including Jeremy Bailey and Jared Jerome to produce high-quality survey results that meet the data needs for Torrance Transit staff. The information gathered from these surveys will be instrumental in the development of transit system service improvements.

▪ Task A.I – System-Wide On-Board Ridership Survey

During a three-week period, the DTS Team will conduct a comprehensive on-board ridership count of passengers on bus trips in the Torrance Transit system for typical weekday, Saturday and Sunday. Total observations will provide at least seven full days (i.e., Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday) of on-board data and will include:

- Total daily ridership by bus route for weekday, Saturday, and Sunday service, including total ridership by direction of travel
- Total boardings and alightings by route for weekday, Saturday, and Sunday service by direction of travel
- On-board passengers loads at all bus stops
- Boardings and alightings at all bus stops, with identification of load factors for peak and off-peak periods and maximum load points by route and by direction of travel

- Identification of bus trips and portions of bus trips that exceed 110% of seated capacity
- Peak load points, including the severity and duration of overcrowding
- On-time performance by bus run and bus trip, identifying trips that exceed 5 minutes late or departing early at identified time points
- Running times between start and end of route and at intermediate timepoints

Approximately ten checkers will be available each day to conduct the ridecheck. Supervisors, including Roderick Goldman, Douglas Kim, Jeremy Bailey, and Jared Jerome will be in the field to manage personnel, and review data collection for completeness and quality.

▪ **Task A.2 – Onboard Passenger Survey**

The DTS Team will conduct an onboard passenger survey of all Torrance Transit routes to develop route-by-route passenger profiles, through an FTA-sanctioned sampling approach that produces a statistically valid sample of trips designed for a 95% confidence interval with a 5% margin of error.

Survey questionnaires will be developed in both English and Spanish, with bilingual (Spanish/English) speaking staff available at all times. The onboard survey will assess the following areas:

- General Passenger Profile
 - City of Residence
 - Race/Ethnicity
 - Income
 - Vehicle Availability
 - How Long has Passenger Been Riding Torrance Transit (years/months)
- Travel Profile
 - Trip Origin and Destination: by major intersection or landmark of trip origin, and major intersection or landmark of trip destination
 - Trip Purpose: work, educational, medical, shopping, recreational, or other purpose
 - Frequency of Transit Use (number of trips per week passengers use Torrance Transit)
 - Transfer activity (number of transfers, routes used for travel)
- Fare Profile
 - Type of Fare Paid
 - Type of Fare Media Used
- Attitudes Regarding Transit Service Quality
 - Bus Stop Facilities

- Safety of Transit System
- Comments and suggestions related to transit service and the transit system

▪ **Task A.3 - Survey of Key Connection Points**

The DTS Team will conduct a passenger survey at the key route connection locations of Madrona Avenue and Carson Street and Madrona Avenue and Fashion Way. The survey will take place over six three-hour periods to assess passenger transfer activity. The survey will assess the following:

- Trip Purpose
- Origin of trips to Del Amo Mall and destinations of trips from Del Amo Mall
- Suggestions on ways to improve passenger connections between buses service these connection points

▪ **Task A.4 - Route Modification and Circulator Survey**

The DTS Team will survey transit users and non-users regarding the potential usage of a proposed route modification and several proposed circulator routes. The purpose of the survey is to determine whether the proposed services would meet the needs of Torrance residents, if the proposed routes improve access to key activity centers, and to obtain suggestions on modifications to the proposals.

The DTS Team will coordinate with Torrance Transit to identify area senior centers and high schools (e.g., West High, South High) to administer surveys, to ensure that comments are received from these potential users of circulator services. The DTS Team will also work with the Torrance Chamber of Commerce to survey the business community regarding these proposed services.

Task B – Summary of Findings

Based on the data collected in the previous task, Mr. Goldman and Mr. Kim will lead the DTS Team in its evaluation of existing transit service performance, and provide a comprehensive profile of the Torrance Transit system, including service statistics, productivity and efficiency indicators, route mapping, ridership, and demographic data. Systemwide and route-level data will be provided through the following tasks.

▪ **Task B.1: Route-Level Service Performance Data**

The DTS Team will aggregate service performance data at the route-level, including the following information:

- In-Service, revenue, and platform hours operated by route and by day of week
- Ratio of pay hours to platform hours
- In-Service, revenue and deadhead miles operated by route and by day of week
- Ratio of revenue miles to total miles

- Operating costs per hour and mile to determine operating costs per route (data to be provided by Torrance Transit)
- Peak buses operated by day of week
- Peak hours of service by route and day of week
- Average farebox revenues by route and day of week to determine average fare revenue by route (data to be provided by Torrance Transit)
- Daily ridership by route, route segments, bus trip, and time of day for weekday, Saturday, and Sunday service

▪ **Task B.2: Route-Level Service Analysis**

The DTS Team will evaluate service performance data to develop a profile of the efficiency and effectiveness of each route in the Torrance Transit system. The route-level profile will include the following indicators by route for Weekdays, Saturdays and Sundays:

- Passengers
- Passengers per hour by route, route segment, trip, time of day, and fare category
- Passengers per mile by time of day for weekdays, Saturdays, and Sundays
- Average trip length
- Passenger miles
- Ratio of revenue miles to total miles operated
- Maximum load points, and highlight all trips or trip segments exceeding 110% of seating capacity
- On trips exceeding 110% seating capacity, the DTS Team will identify major passenger generators and activity centers, passenger impacts (number of standees), and duration of overcrowding (time period, number of stops, and number of bus trips)
- Assess on-time performance by bus run, trip, and timepoint. Late trips are defined as those arriving more than 5 minutes after scheduled arrival. Early trips are defined as trips departing more than 0 minutes before scheduled departure. The assessment will include the number of times trips are on-time, early, or late by trip and timepoint
- Document running times by route and time of day, including deadhead and recovery time, and assess schedule deviation performance (trip-by-trip schedule adherence)
- Significant origin-destination combinations
- Transfer patterns that identify issues affecting transit circulation related to potential service expansion
- Passenger service comments
- Operating cost per revenue hour, revenue mile, platform hour, and per passenger
- Revenue per revenue hour and revenue mile

- Fare recovery ratio
- Subsidy per passenger and passenger mile
- Subsidy per revenue hour and revenue mile
- Pay hours per platform hour
- Graphic comparison of demographic characteristics of riders to total population of service area by census tract
- Major ridership generators

▪ **Task B.3: Route Maps**

The DTS Team will create maps for the Torrance Transit bus system and for each Torrance Transit route. This activity will build on previous mapping that was done by the DTS Team for Torrance Transit. Maps will be prepared in ArcView GIS (Version 9.3) and will allow Torrance Transit staff the ability to modify operating data for editing purposes. Our previous work on GIS-based mapping for Torrance Transit's 2007 NTD Passenger Miles report will provide an excellent base for this further mapping analysis. Individual route maps will be prepared according to the requirements specified in the RFP and will include the following elements:

- Full color maps
- Unique color for each route (in contrast to street color)
- Weekday boardings by direction and by stop
- Conform to color scheme of current brochures
- Route alignment and bus stops with identifiers in correct pickup/drop-off locations in relation to timetable
- Local and Interagency transfer points
- Map scale of ½ mile increments
- Consistent font size (no cursive)
- Street network with street names (smaller font than city names, with first letter uppercase and remaining letters in lowercase)
- City names in bold capital letters, shadowed in a font larger than street names
- Map legend
- Landmarks (major trip generators and activity centers listed in capital letters and smaller font than street names)
- Clearly identified city boundaries
- Overlay of other Torrance Transit routes in a unique color and clearly marked
- Average number of passengers on board by route segment
- Total passenger volume by route segment
- Transfer points with Metro and other municipal and local operators

▪ **Task B.4: Prepare Line-by-Line Passenger Profiles**

The DTS Team will develop profiles of each Torrance Transit route that provides a demographic profile of Torrance Transit passengers during typical weekday AM and PM peak periods. We will also review and utilize past data from the 2007 Passenger Miles report submitted as part of the NTD report. The passenger profiles will be developed in both narrative form and summary profiles, and will include:

- Summary of passenger fare types (adult, senior, student, disabled)
- Major origins and destinations of each fare type grouping
- Transfer patterns by fare group
- Analysis of the types of trips by fare group (work, shopping, medical, etc.)
- Passengers demographics (ethnicity, gender, primary language spoken)
- Educational institution attended by students
- Other notable demographic attributes identified

Data provided from passenger surveys will be used to develop passenger profiles for each bus route. To obtain more firsthand information regarding the Torrance Transit passenger base, the DTS Team will interview Torrance Transit bus operators to develop a more complete and comprehensive profile of ridership.

▪ **Task B.5: Identify Focus Areas for Service Improvements**

The DTS Team will analyze service performance data and identify areas of focus for improvements to the Torrance Transit service network and resource planning. The analysis will review the following:

- Identify route segments and time periods that experience overcrowding (110% of a seated load); poor on-time performance (trips leaving before and/or 5 minutes after scheduled departure); and under-utilization of seated capacity.
- Identify activity centers in and near the Torrance Transit service area that may be underserved by the Torrance Transit bus network, including schools, medical facilities, and senior centers.

▪ **Task B.6: Transfer Analysis**

The DTS Team will perform an analysis of transfer patterns of Torrance Transit passengers. The transfer analysis will include the following activities:

- Coordinate with Torrance Transit management and bus operators in the collection of transfers issued and received during a one-day period to assess travel patterns
- Conduct field operations at strategic transfer connections on the day of the transfer analysis to validate the paper trail collection
- Identify significant transfer connections between transit routes
- Organize information into a transfer matrix

▪ **Task B.7: Title VI Survey**

The DTS team will implement a Title VI-quality survey that meets Federal Transit Administration (FTA) regulations that require transit agencies who are recipients of federal funds to submit an updated triennial report showing that high minority population communities receive the same access to transit service as other communities to comply with the 1964 Civil Rights Act and FTA Circular 4702.1. The Title VI Triennial Report will include discussion of the following:

- Description of TTS services:
 - fixed routes
 - dial-a-ride service
- Demographic analysis of each census tract in the service area to define the high and low minority population census tracts and distribution of transit service relating to the following:
 - service routes
 - bus stops and amenities
 - service frequency
 - most frequently traveled destinations
 - average peak/non-peak hour travel time to destination
- An analysis of TTS's standards and policies in providing service equitably to both minority and non-minority groups throughout the service area with discussion of the following:
 - bus scheduling and service frequency
 - route and bus stop spacing
 - loading standards
 - on-time performance
 - bus stop location
 - passenger amenities
 - bus maintenance
 - vehicle assignment
 - transit security
 - span of service
 - dissemination of public information and access to LEP (Limited English Proficiency) persons
 - Productivity Improvement Program performance indicators
 - Discussion of service changes for each service mode made for the past three fiscal years from FY 2005 to FY 2007 showing effects on ridership, service hours, service miles, and other performance indicators.
- Description of Torrance Transit Fleet by mode/make and facilities
- An assessment of TTS's compliance with Title VI
- Description of complaints or lawsuit, if any, filed against TTS during the past three fiscal years
- Summary of public outreach and involvement activities undertaken by TTS for the past three fiscal years and description of steps taken to ensure that minority and low-income persons had meaningful access to these activities

- Submission of the following to be included with the update:
 - Title VI Certifications and Assurances
 - Copy of TTS's plan for providing language assistance for person with limited English proficiency based on DOT LEP Guidelines or a copy of alternative framework for providing language assistance
 - Copy of TTS's notice to the public that it complies with Title VI and instructions to the public on how to file a discrimination complaint
 - Copy of TTS's procedures for tracking and investigating Title VI complaints
 - Demographic and service profile maps such as a base map of TTS's service area that includes census tract, major streets and highways, transit facilities, major activity centers, schools
 - Population/Racial Distribution Chart of each census tract within the service area that shows number of population and percentages to the total population within the census tract
 - Copy of the results of riders' onboard survey

Task C – Service Improvement Plan

Mr. Goldman will lead the DTS Team's coordination with Torrance Transit staff in the development of a Service Improvement Plan. The service improvement plan will be developed with a clear understanding of planned or contemplated service changes by other service providers in the study area, including Metro, Beach Cities Transit, and other municipal operators in the area. Our work with several of these operators on both planning and operational issues will help ensure holistic, comprehensive recommendations that minimize service overlap and maximize potential ridership. Service change recommendations will be categorized as short-term (less than 2 years), mid-term (2-3 years) or long-range (more than 3 years). The plan will address the following areas:

▪ Task C.1: Identify System Needs and Deficiencies

The DTS Team will identify transit system needs and areas in which the current transit system may be deficient, based on the data collected in Tasks A and B, an analysis of future demographic trends and travel patterns, and the DTS Team's extensive knowledge of the Torrance transit system. During this task, the DTS Team will document the following information:

- Implications of changing demographics and transit dependency characteristics of Torrance Transit passengers and the Torrance Transit service area
- Future population and employment growth in the Torrance Transit service area and changing travel patterns in trip generators
- Identification of route modifications to provide improved access to area colleges, high schools, and medical facilities, as well as service to meet the needs of the senior population
- Changes occurring in the provision of regional transit and changes in State and Federal legislation impacting transit, including implications of Measure R operational funding



▪ **Task C.2: Identify and Prioritize Key Policy Issues in Transit Service Design**

The DTS Team will identify and prioritize key policy issues facing Torrance Transit, the City of Torrance, and the Torrance Transit service area relative to the design of the transit service network. In this task, the DTS Team will build upon the analysis of the transit network that was previously undertaken by Diversified Transportation Solutions, and develop a series of service design principles based on these key policy issues. These service design principles will provide the basis for the vision and mission of the transit agency. Included in this task are the following activities:

- Meet with Torrance Transit management staff to discuss current service policies and service planning issues
- Review planning documents developed by the City of Torrance and Torrance Transit regarding future changes in land use and development patterns

▪ **Task C-3: Analyze Service Area Demographics and Employment Data**

The DTS Team will analyze the demographics characteristics of the Torrance Transit service area including data regarding area employment. The analysis will:

- Compare current transit ridership patterns to overall travel patterns in and around the service area
- Identify significant links in travel patterns where transit usage is low or is unavailable, and where transit ridership potential may exist

▪ **Task C.4: Develop Alternative Route and System Configurations**

In coordination with Torrance Transit staff, the DTS Team will develop alternatives for transit system design and operation that will best meet the needs of Torrance Transit patrons. Service alternatives will be designed to improve service efficiency, service effectiveness, enhance service quality, and improve transit access, consistent with the service design principles developed in Task C.2. The development of service alternatives will also consider implementation of future Torrance Metro Rapid service, including route configuration and scheduling impacts.

The development of service alternatives will focus on three key components: **Transit Network Design, Resource Planning and Implementation Planning**. A description of each activity is briefly outlined below.

Transit Network Design

Based on the information collected in previous tasks, and the service design principles to be outlined in Task C.2, the DTS Team will recommend alternatives for the Torrance Transit bus route network. The network design will address key travel linkages and trip patterns to be served, the structure of the route network, and modes of service to be operated. The network design will include:

- Identification of major trip attractors and activity centers in and around the service area. These centers include employment centers, shopping centers, senior centers, government agencies, schools and community centers
- Recommended route structure for new service designed to link underserved areas, major destinations and trip generators
- Recommended locations for bus stops to provide maximum passenger access to transit services
- Identification of the need for transit hubs and indicate priorities in hub development

Resource Planning

The Resource Plan identifies the resources required to operate service. The Resource Plan will address the following elements:

- Identification of the operating and capital budget available for service proposals
- Outline of the operating parameters for new and existing transit services. Operating parameters include recommended service frequencies and span of service for various times of the day and days of the week
- Estimation of potential ridership demand for each proposal
- Identification of service hours, service miles, vehicles, and operators required to operate transit service
- Estimation of boardings per vehicle hour, maximum passenger loads, operating costs and projection of passenger revenues for each proposal
- Recommendations on the types of transit vehicles best suited for each proposal
- Impacts to operating facilities

Implementation Planning

After development of the Network and Resource Plans, a multi-year Implementation Plan will be developed which describes the impacts of service implementation, outlines key issues that should be addressed prior to implementation, and identified elements that need to be in place for successful service operation. The Implementation Plan will address the following elements:

- An assessment of various alternatives for service implementation. A cost/benefit analysis of the operating requirements identified in the Resource Plan will be developed. From this analysis, the DTS Team will recommend an implementation approach that is the most effective and efficient, while meeting the overall objectives of the Line-by-Line Analysis. Evaluation criteria will be developed in conjunction with Torrance Transit staff, and will include an assessment of service effectiveness (boardings per hour of service, potential ridership, travel time savings, transfer connections and transfer volumes), service efficiency (cost per hour and mile of service, subsidy levels), resource utilization (passenger mile per seat mile, passengers

per bus trip) and service quality (service frequency, the potential for transit access, fare integration)

- Impacts to existing transit ridership and transit facilities
- Analysis of the financial impacts of proposed services, including ridership, operating and capital costs, passenger revenues, and estimated farebox recovery

As an update to the Service Enhancement Plan previously developed by Diversified Transportation Solutions, two implementation plan scenarios will be developed, one within current operational funding and a second allowing for implementation of a full master plan (if the master plan requires additional funding). The costs and potential benefits of each scenario will be compared with current service performance.

A one-day workshop will be held with Torrance Transit staff to review service alternatives and develop the final service improvement plan.

▪ **Task C.5: Review Current Operational Practices**

The DTS Team will undertake a review of the current operational and management practices of Torrance Transit, including the following elements:

- Interviews of management staff
- External reviews of the transit system, such as triennial performance audits
- Funding sources
- Training programs
- Service planning and scheduling practices
- Customer complaints
- Management structure

Upon completion of this review, the DTS Team will provide to Torrance Transit:

- A report on current operational practices, procedures and organizational structure
- Recommendations on methods to improve governance and control systems for Torrance Transit

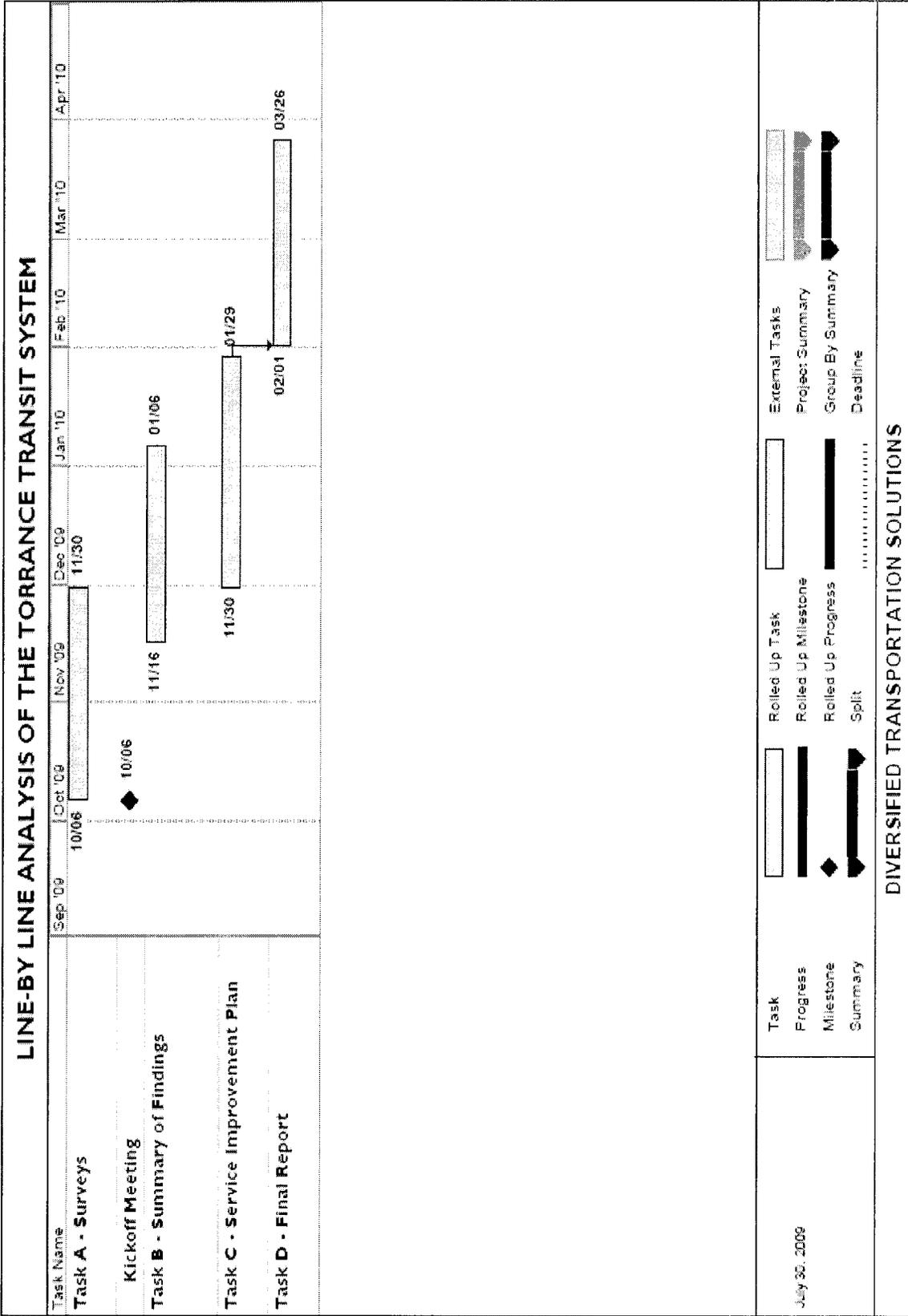
Task D – Final Report

A Draft Final Report will be submitted to Torrance Transit for review. A total of 10 report documents in hard copy format and one copy on CD-ROM disk will be submitted.

The DTS Team will be available to participate in three public meetings with community groups, committees, and governing boards to discuss the findings and recommendations of the line-by-line analysis.

After review and approval by Torrance Transit staff, a Final Report will be submitted. A total of 20 report documents in hard copy format and three copies on CD-ROM disk will be submitted to Torrance Transit. The Final Report will contain an executive summary, description of data collection and research methods used, evaluation criteria, graphic presentations and tabular reports of data collected, as well as a comparative analysis of Torrance Transit with peer transit operators in the areas of service efficiency and effectiveness.

Upon submission of the final report to Torrance Transit management, the DTS Team will present a review of the final report to a group determined by Torrance Transit.



SAMPLE DATA FORMATS



**Diversified
Transportation
Solutions**

Route 8 - Torrance/LAX

Route Characteristics

Direction of Travel:	Service Frequency:
Route Alignment:	A.M. Peak -
Span of Service:	Midday -
Weekday -	P.M. Peak -
Saturday -	Evening -
Sunday -	Saturday -
	Sunday -
Major Activity Centers Served:	

Ridership

Daily Boardings:

- Weekday -
- Saturday -
- Sunday -

Major Bus Stops:

Major Transfer Points:

Service Efficiency and Effectiveness

	<i>Weekday</i>	<i>SA</i>	<i>SU</i>
Boardings Per Revenue Hour:			
Boardings Per Revenue Mile:			
Passenger Mile Per Seat Mile:			

Most Productive Route Segment:

Least Productive Route Segment:

Financial Performance			
	<u>Weekday</u>	<u>SA</u>	<u>SU</u>
Cost Per Boarding:			
Cost Per Revenue Hour:			
Cost Per Revenue Mile:			
Operating Ratio:			
Subsidy Per Boarding:			

Passenger Loading	
Maximum Load Ratio:	
AM Peak -	
Midday -	
PM Peak -	
Saturday -	
Sunday -	
Passenger Loads Exceeding 110%:	

Schedule Adherence					
On-Time Performance (at Timepoints):					
<u>Day</u>	<u>Direction</u>	<u>Early</u>	<u>Late</u>	<u>On-Time</u>	

Other Service Notes

TORRANCE TRANSIT – 2009 RIDERS SURVEY

Your valuable opinion is needed to help Torrance Transit in its transit planning efforts. We hope you will take a few minutes to complete this brief survey, and return the completed survey to the surveyor. Thank you for your participation, and we look forward to putting your feedback to good use!

1. What is the primary purpose of your trip?

- 1 Work
- 2 School
- 3 Shopping
- 4 Medical
- 5 Recreational
- 6 Other

2. How did you get to the bus stop where you boarded this bus?

- 1 Walk
- 2 Drive
- 3 Transfer from Torrance Line _____
- 4 Transfer from other transit agency bus
- 5 Transfer from Metro Rail or Metrolink
- 6 Bicycle
- 7 Other

3. What is the closest major street intersection to where you boarded the bus?

_____ and _____

4. What is the closest major street intersection to where you will complete your trip?

_____ and _____

5. How did you pay your fare on this bus?

- 1 Cash
- 2 Torrance Transfer
- 3 Interagency Transfer
- 4 TAP Card
- 5 EZ Pass
- 6 Access Services ID
- 7 Metrolink Pass
- 8 Other

6. What will you do when you get off this bus?

- 1 Transfer to Torrance Line _____
- 2 Transfer to other transit agency bus
- 3 Transfer to Metro Rail or Metrolink
- 4 Walk
- 5 Drive
- 6 Bicycle
- 7 Other

7. Do you have a car available to make this trip?

- 1 Yes
- 2 No

8. How many days a week do you travel on the bus?

- 1 1
- 2 2
- 3 3
- 4 4
- 5 5
- 6 6
- 7 7

9. What is your gender?

- 1 Male
- 2 Female

10. What is your age?

- 1 Under 18
- 2 19-29
- 3 30-39
- 4 40-49
- 5 50-59
- 6 60 or older

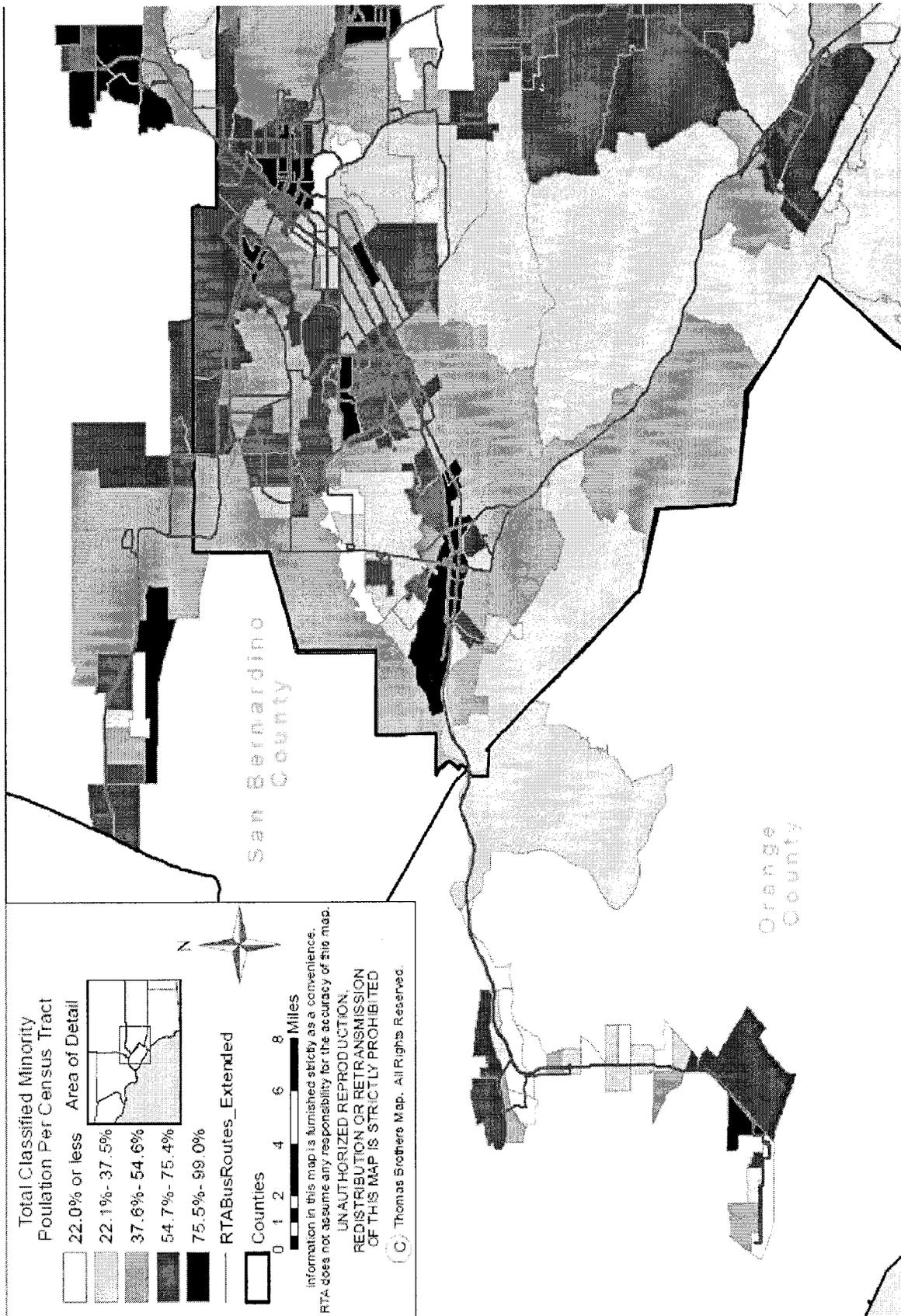
11. What is your yearly annual income?

- 1 \$25,000 or less
- 2 \$25,001-\$50,000
- 3 \$50,001-\$75,000
- 4 \$75,001-\$100,000
- 5 \$100,001-\$125,000
- 6 \$125,001 or above

12. What is your ethnicity?

- 1 White
- 2 African-American
- 3 Hispanic
- 4 Asian
- 5 Native American
- 6 Other

13. Do you have any suggestions on ways that Torrance Transit can improve bus service?



LINE	49	
Sample Size	123	
Category of Response		
Bus Service/Feature Rated as:		
Most Satisfactory (1 = very good ... 5 = very poor)	buses stop/ do not pass me by	2
Least Satisfactory (1 = very good ... 5 = very poor)	time spent waiting for the bus	2.5
Most Needed to be Improved	time spent waiting for the bus	35%
Primary Reason for Riding Bus	no driver's license	41%
Frequency Riding Bus	5 or More Days per Week	57%
	3-4 Times per Week	23%
Bus Fare Category	General	67%
	Youth	12%
	Disabled	10%
	Senior	10%
Method of Payment of Bus Fare	Cash	61%
	31-Day Pass	22%
	One-Day Pass	14%
Production/Attraction	Home/Work	33%
	Home/Shopping	6%
	Home/School	26%
Passenger Transfer Analysis	Riders Using One or More Transfers	64%
	Mean Number of Transfers per Transfer User	1.8
Ethnicity	Latino	48%
	White	26%
	African-American/Black	19%
	Asian	2%
Median Income		\$12,900

COST PROPOSAL



**Diversified
Transportation
Solutions**

LINE-BY-LINE ANALYSIS OF THE TORRANCE TRANSIT SYSTEM
Project Cost Proposal

DIVERSIFIED TRANSPORTATION SOLUTIONS	Labor	Task A Surveys	Task B Summary of Findings	Task C Service Improvement Plan	Task D Final Report	Labor Hours	Labor Rate	Total Cost
			40	60	70	30	200	\$ 162.50
Labor Hours		40	60	70	30	200		
Labor Cost		\$ 6,500	\$ 9,750	\$ 11,375	\$ 4,875			\$ 32,500
Other Direct Costs	Task 1	Task 2	Task 3	Task 4	Total Cost			
Printing				\$ 300	\$ 300			
Telephone	\$ 25	\$ 25	\$ 25	\$ 25	\$ 100			
Miscellaneous					\$ -			
Other Direct Costs	\$ 25	\$ 25	\$ 25	\$ 325	\$ 400			
Total Diversified Transportation Solutions	\$ 6,525	\$ 9,775	\$ 11,400	\$ 5,200	\$ 32,900	200		

DOUGLAS KINN & ASSOCIATES	Labor	Task 1	Task 2	Task 3	Task 4	Labor Hours	Labor Rate	Total Cost
			67	45	60	30	202	\$ 100.00
Labor Hours		67	45	60	30	202		
Labor Cost		\$ 6,700	\$ 4,500	\$ 6,000	\$ 3,000			\$ 20,300
Other Direct Costs	Task 1	Task 2	Task 3	Task 4	Total Cost			
Printing					\$ -			
Telephone	\$ 25	\$ 25	\$ 25	\$ 25	\$ 100			
Miscellaneous					\$ -			
Other Direct Costs	\$ 25	\$ 25	\$ 25	\$ 25	\$ 100			
Total Douglas Kinn & Associates	\$ 6,725	\$ 4,525	\$ 6,025	\$ 3,025	\$ 20,300	202		

RIDECHECK & MAPPING SUPPORT	Labor	Task 1	Task 2	Task 3	Task 4	Labor Hours	Labor Rate	Total Cost
	Jeremy Bailey		50	50	45	30	175	\$ 50.00
Jared Jerome		60	70	45	20	195	\$ 45.00	\$ 8,775
Ridecheck Support		1,051				1051	\$ 12.00	\$ 12,613
Labor Hours		1,161	120	90	50	1421		
Labor Cost		\$ 17,813	\$ 6,650	\$ 4,275	\$ 2,400			\$ 30,138
Other Direct Costs	Task 1	Task 2	Task 3	Task 4	Total Cost			
Printing					\$ -			
Telephone					\$ -			
Miscellaneous					\$ -			
Other Direct Costs	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Ridecheck & Mapping Support	\$ 17,813	\$ 6,650	\$ 4,275	\$ 2,400	\$ 30,138	1421.1		

LABOR COSTS	Total	Task 1	Task 2	Task 3	Task 4	Total Hours	Total Cost
	Project Fee (10%)	\$ 650	\$ 975	\$ 1,138	\$ 488		
Total Project Cost	\$ 31,713.20	\$ 20,925.00	\$ 22,837.50	\$ 11,112.50	\$ 86,588	1823.1	

REQUIRED DOCUMENTS



**Diversified
Transportation
Solutions**

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. RFP B2009-23

Request for Proposal for a Line-by-Line Analysis of the Torrance Transit System

SECTION III PROPOSAL

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

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

Proposal Submitted By:

Diversified Transportation Solutions
Name of Company

7875 Surrel Lane
Address

Corona, CA 92980
City/State/Zip Code

Roderick T. Goldman, President
Printed Name/Title

(888) 710-0220 (Telephone & Fax Number)
Telephone Number/Fax Number

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?

Two and one-half years

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

N/A

Contact for Additional Information:

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

Roderick Goldman
Name

President
Title

(888) 710-0220 (Telephone & Fax)
Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have received regarding this proposal:

Addendum No. <u>1</u>	Date Received: <u>July 6, 2009</u>
Addendum No. <u>2</u>	Date Received: <u>July 10, 2009</u>
Addendum No. <u>3</u>	Date Received: <u>July 13, 2009</u>
Addendum No. <u> </u>	Date Received: <u> </u>

No Addenda received regarding this proposal.

Payment Terms:

Are you proposing any discounts for early payments?

Yes No

If yes, what are your discounted invoice terms? _____

Delivery:

What is the lead time for delivery? 24 days/weeks

References:

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

<u>Torrance Transit</u>	<u>20500 Madrona Ave.</u>	<u>Torrance, CA 90503</u>	<u>Kim Turner</u>	<u>(310) 618-6245</u>
Name of Company/Agency	Address		Person to contact/Telephone No.	

LACMTA One Gateway Plaza Los Angeles, CA 90012 Pam Woodbury (213) 922-4207
 Name of Company/Agency Address Person to contact/Telephone No.

Riverside Transit Agency 1825 3rd St. Riverside, CA 92517 Mark Stanley (951) 565-5130
 Name of Company/Agency Address Person to contact/Telephone No.

Costs: \$ 86,588
 Additional costs (please specify) \$ N/A

Grand Total \$ 86,588

Proposer must complete each item with either a check mark to indicate that the item being proposed is exactly as specified, or enter a description in the Proposer's comments column to indicate any deviation from the specifications of the item being proposed.

SERVICE SPECIFICATION COLUMN	PROPOSER'S COMMENTS COLUMN
Task A: Surveys	✓
Task B: Summary of Findings	✓
Task C: Service Improvement Plan	✓

Submittals: Please indicate that five (5) copies of the following are included with your proposal:

Submittal Requirements	Check here if included:
Completed Proposal – Section III	✓
Narrative on Proposer's Background and Recent Experience	✓
Work Plan for Local Service Analysis Technical Memorandum	✓
Proposer's Affidavit – Attachment I	✓
Copy of Recent Audited Annual Financial Statement	N/A
Electronic Copy of Submittal on optical disk (CD-R or CD-RW)	✓

ATTACHMENT 1

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

Roderick T. Goldman being first duly sworn, deposes and says:

1. That he/she is the President of Diversified Transportation Solutions
(Title of Office) (Name of Company)

hereinafter called "Proposer", who has submitted to the City of Torrance a proposal for
Line-by-Line Analysis of the Torrance Transit System
(Title of RFP)

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

Dated this 27 day of July, 2009.

Roderick T. Goldman
(Proposer Signature)
President
(Title)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

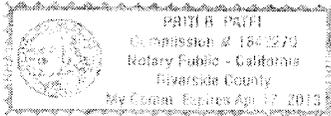
State of California

County of RIVERSIDE

On 27 JULY 2007 before me, W. B. Neal, Notary Public

personally appeared ROBERT T. GILMAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature W. B. Neal

Office Hours Set Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on this instrument and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or type of Document Assignment of Business Assets

Document Date: 07/27/2007 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: ROBERT T. GILMAN

- Individual
- Corporate Officer Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____