



Dear Prospective Vendor:

If you intend to submit a proposal, please contact Sandra Hernandez at (805) 583-6761 or shernandez@simivalley.org and provide your name, address, telephone number, fax number, and E-mail address.

The City will use this information to notify you of any addenda to these documents. Without this information, the City has no way of identifying who may have outdated or incomplete copies. It is the prospective vendor's responsibility to ensure the most complete and current versions of the documents are obtained, including any addenda.

REQUEST FOR PROPOSALS

The City of Simi Valley, Department of Community Services/Transit Division, is requesting proposals pursuant to Specification No. CST 2016-05 for professional consultant services to assess and make recommendations regarding the City of Simi Valley Transit (SVT) Division's: Fixed-Route and ADA/DAR systems, financial sustainability, fare structure, ridership, regional transportation, facilities, equipment, and communications, as detailed in the *Scope of Work* section of this document. The consultant's final report on this project will be utilized as a Short Range Transit Plan for the future of the City of Simi Valley's Transit Division.

Additional information may be obtained by contacting:

City of Simi Valley
Community Services Department
Sommer Barwick, Director
(805) 583-6754

One complete original, one complete electronic and five (5) additional copies of the proposal must be sealed and submitted at or before 3:00 p.m., October 31, 2016 to the following:

Sommer Barwick, Director
Department of Community Services
City of Simi Valley
2929 Tapo Canyon Road
Simi Valley, CA 93063

NOTE: Please mark the outside of the envelope (and express shipment envelope, if applicable):

Professional Consultant Services
Short Range Transit Plan
Specification No. CST 2016-05
October 31, 2016 3:00 p.m.

CITY OF SIMI VALLEY

• SPECIFICATION NO. CST 2016-05 •

PROFESSIONAL CONSULTANT SERVICES TO ASSESS AND MAKE RECOMMENDATIONS REGARDING THE CITY OF SIMI VALLEY TRANSIT DIVISION'S: FIXED-ROUTE AND ADA/DAR SYSTEMS, FINANCIAL SUSTAINABILITY, FARE STRUCTURE, RIDERSHIP, REGIONAL TRANSPORTATION, FACILITIES, EQUIPMENT, AND COMMUNICATIONS

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SCOPE OF SERVICES, PROPOSAL CONTENT AND PROPOSAL EVALUATION

• SPECIFICATION NO. CST 2016-05 •

INTRODUCTION

The City of Simi Valley (City) is requesting proposals for professional consultant services to assess and make recommendations regarding the City of Simi Valley Transit Division's: Fixed-Route and ADA/DAR systems, financial sustainability, fare structure, ridership, regional transportation, facilities, equipment, and communications. Consultant will advise on how to strategically position the City over the both the short-term and long-term for increasing and maintaining the Fare Box Recovery Ratio (FBRR), providing enhanced transit service, taking advantage of the latest technological and policy trends, and capturing regional and federal funding to improve the City's transportation system. The consultant's final report on this project will be utilized as a Comprehensive Five-Year Plan for the future of the City of Simi Valley's Transit Division.

This project utilizes funding provided through California Transportation Development Act (TDA) and potentially Federal Transit Administration (FTA) funding. All appropriate state and federal regulations shall apply to this contract.

CITY OF SIMI VALLEY OVERVIEW

With an estimated population of 126,733 (as of February 2014), the City of Simi Valley is the third largest of Ventura County's ten cities. Occupying an area of approximately 42 square miles, it is located in Southeast Ventura County, adjacent to the northwestern perimeter of the San Fernando Valley, approximately 37 miles northwest of downtown Los Angeles. The City was incorporated in 1969 under the general laws of the State of California and operates under a General-Law/council-manager form of government. The residents of Simi Valley are represented by a five member, part-time City Council, composed of the Mayor and four City Council Members. The Mayor is elected at large to a two-year term, and each Council Member is elected at-large to staggered four-year terms.

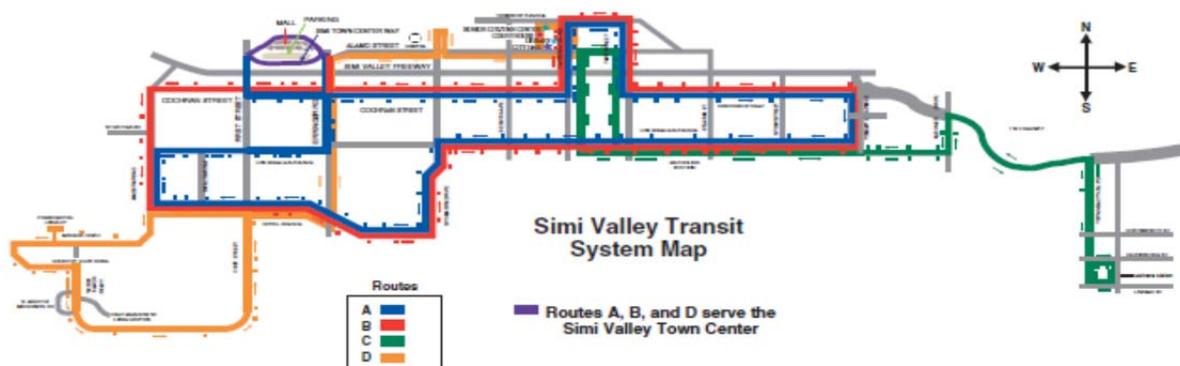
The City's Transit system is operated by a Division of the City of Simi Valley's Community Services Department, which is located at City Hall, 2929 Tapo Canyon Road, Simi Valley, CA, 93063. The Transit Division occupies the Transit Maintenance Facility, located at 490 West Los Angeles Avenue, Simi Valley, CA 93065. The selected consultant shall coordinate with staff at both locations.

CITY OF SIMI VALLEY: TRANSIT DIVISION OVERVIEW

The City of Simi Valley Transit Division has provided fixed-route and Americans with Disabilities Act Paratransit/Dial-A-Ride (ADA/DAR) services throughout Simi Valley for over 40 years. The City of Simi Valley's public transportation system currently operates 16-hours/day, 6-day/week (Monday through Saturday).

Fixed-Route Service

The City's fixed-route service provides connections with Ventura County's VCTC/VISTA service and Los Angeles County's METRO in the San Fernando Valley community of Chatsworth. The City provides approximately 300 days of fixed-route public transportation services to the community, and provides an estimated 333,000 passenger trips annually. The City's Transit fleet of fixed-route buses combined travels approximately 430,000 system revenue miles annually. Reduced fares on the City's fixed-route bus service are offered to individuals age 65 and above, and to individuals with disabilities. Only certified service animals, or animals confined in an approved animal carrier, are allowed on City Transit vehicles.



Fixed-route schedules and related information are available on the City's website: www.simivalley.org/BusSchedules.

ADA/DAR Service

Americans with Disabilities Act Paratransit/Senior Dial-A-Ride services (ADA/DAR) are provided within Simi Valley on a "curb to curb" basis to ADA Certified individuals and to seniors aged 65 and over. This service also connects with Los Angeles County's ADA transportation service at the Chatsworth Metrolink station. The City of Simi Valley Americans with Disabilities Act (ADA) Paratransit Advisory Committee consists of seven individuals who hold quarterly public meetings to review and discuss ADA Paratransit issues such as service policies, service availability, accessibility, safety, and training. It is estimated that approximately 43,000 ADA Paratransit/Senior Dial-A-Ride trips are provided to the Senior and special needs population annually. ADA/DAR services are provided within 3/4 of a mile of the City's Fixed-Route service on a "curb to curb" basis, or to connections, as scheduled for certified passengers.

CONNECT InterCity ADA/DAR Service

A new service was launched August 3, 2015, allowing Simi Valley seniors age 65 and older, and ADA certified passengers to travel to the communities of Moorpark, Thousand Oaks, Camarillo, and surrounding Unincorporated County areas, for a flat rate of \$5. This new service is funded through Transportation Development Act funds paid to the City of Thousand Oaks to operate on behalf of the East County Transit Alliance (ECTA), through its contract with MV Transportation. The fare revenues for Simi Valley residents are credited to the City of Simi Valley.

Simi Valley is one of five agencies participating in the ECTA which was formed to coordinate transportation services in the eastern portion of Ventura County. In 2012 the East County Cities (Thousand Oaks, Simi Valley, Moorpark, and Camarillo) as well as the County of Ventura agreed to develop an MOU that allows the cities to pool resources and become more cost effective.

FACILITIES/EQUIPMENT INFORMATION

The Simi Valley Transit Maintenance Facility (TMF) and adjacent Garage are located at 490 West Los Angeles Avenue, Simi Valley, CA 93065. These facilities were originally constructed in 1989, and expanded/modernized in 2011, via a \$2.4 million project fully funded through the Federal Transit Administration and American Reinvestment and Recovery Act funds. The project earned a prestigious GOLD LEED® (Leadership in Energy and Environmental Design) certification from the United States Green Building Council. In order to be LEED certified, projects must have met stringent environmental and energy design requirements.

The project also included modernization and safety upgrades to the garage for maintaining the City's compressed natural gas (CNG) bus fleet and installation of a modern bus wash that filters and recycles wash water to conserve water and accelerates the wash process. Upgrades to the CNG fuel dispensing area will add efficiency for the expanded use of CNG vehicles in the East County, including the neighboring City of Moorpark through a cooperative agreement, and vehicles in the Anderson Rubbish, Waste Management, and Simi Valley Unified School District fleets, via additional agreements.

The complement of vehicles in Simi Valley Transit's fleet include: nine 40-foot and two 35-foot CNG buses used in fixed-route operations; ten 24½-foot CNG paratransit vehicles used in ADA/DAR operations; and, eight standard vans and sedans used by supervisory staff and for coach operator exchanges. All vehicles are routinely fueled and maintained on City property by City staff.

Communication with all SVT vehicles/drivers is via two-way radio equipment. The fixed-route buses and paratransit vehicles are equipped with video monitoring devices.

SECURITY

The Simi Valley Transit Maintenance Facility (TMF) and adjacent yard are enclosed by an electronic security fence. The driveway gate to the yard is activated by touch pad security code. Entry to the TMF is also via touch pad security code; access to specific areas of the building (e.g., Lounge/Gilley Room, Dispatch area, administrative area, vault) is electronically restricted by employee assignment.

As previously noted, SVT's busses and paratransit vehicles are equipped with video surveillance equipment, which is monitored by supervisory and management staff. All SVT vehicles are equipped with two-way radio capability.

SVT staff works in close contact with the City’s Risk Manager and City Attorney’s Office staff. The California Highway Patrol conducts regular inspections of SVT’s Garage and equipment.

FINANCIAL SUSTAINABILITY

SVT’s Operating Budget for FY 2015-16 was \$7,444,000; FY 2015-16 Transit revenues are estimated at \$14,331,235; FY 2015-16 Capital Projects are budgeted at \$6,887,235. Current and past budget reports can be viewed at <http://www.simivalley.org/Budget>.

Table 1 – Estimated 2015-16 Fare Box Recovery Ratios

	State Mandate	Estimate Simi Valley	Difference	Estimated Gap in Fares
Fixed-Route	20%	16%	(4%)	\$134,100
ADA/DAR	10%	7%	(3%)	\$96,600
Total				\$230,700

SVT is financed through a combination of State and Federal Grants, and local funds. Transit Administration staff, the Community Services Administrative Officer and the Community Services Director prepare and oversee the Division’s annual budget, and grant applications and reports. Expenditure of all funds is completed in compliance with the City’s Purchasing Ordinance and Federal regulations that detail the use of Federal funds.

The City’s financial activity is reviewed and certified annually by an independent auditor. Furthermore, the Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2013. This was the thirty-fourth consecutive year (fiscal years ended 1980-2013) that the City has received this prestigious award. In order to be awarded a Certificate of Achievement, a government agency must publish an easily readable and efficiently organized CAFR. This report must satisfy both GAAP and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. Electronic copies of the City’s Annual Budget and CAFR are available on the City’s website: www.simivalley.org/CAFR. In addition to its finances being part of the City’s annual audit process, SVT is routinely audited by the FTA, and any/all other agencies from which it may receive grants.

SCOPE OF SERVICES/OBJECTIVES

The Consultant will be expected to build on these efforts to update the Short Range Transit Plan (SRTP). **For infrastructure**, the most relevant issues include how to improve the finances to better position SVT to become financially self-supporting, meeting the Fare Box Recovery Ratios (FBRR) required by the Transportation Development Act, as well as upgrading the organizing structure and support systems utilized to monitor and maintain SVT services to better support the frequency and reliability of transit. **For operations**, the most relevant issues are to increase efficiency, increase access to transportation, to examine routes to increase ridership, to enhance services, reduce transit travel times and improve reliability so that transit will be a more competitive option to driving for more people in the City.

The selected consultant shall conduct a comprehensive review and assessment of the City of Simi Valley's Transit system as detailed below in the following areas, but not limited to:

1. Financial Sustainability:

The Consultant will recommend how best to manage transportation funds and requirements to address the development that has taken place and the changing profile of the community, and, to advise the City on how to most effectively support transit. The SRTP strategies will focus on changing travel behaviors of not only residents and employees in the newest developments, but also of existing residents and employees, in an effort to meet the overarching goals mentioned above. Some of the key considerations for the Consultant to address include:

- a. Provide viable solutions to achieve or exceed fare box recovery ratio mandates to maintain eligibility for Transportation Development Act (TDA) Allocation.
- b. Identify untapped revenue and funding opportunities.
- c. Identify available funding sources and recent trends in operating assistance. Project available operating and capital funding for the next five years.
- d. Evaluate the efficacy of SVT's current grant application, management, and reporting processes and use of related funding, and make recommendations for improvement.
- e. Identify additional potential uses of TDA Article 4 funds, and assess what next level options are working for other jurisdictions.

2. Fixed-Route System

- a. Focusing on the current City fixed-route system, take a hard look at system performance and evaluate strengths, weaknesses, and opportunities for improved performance in all areas.
- b. Provide recommendations for adding or eliminating route sections, shortening or extending routes, or altering headways where applicable, for

optimum system effectiveness, while allowing for projected changes in ridership, traffic congestion, and development over the plan period. All of the above must be constantly balanced against the priority of operational efficiency and cost control given current and projected fiscal constraints at the City, State and Federal levels.

- c. Identify strategies to achieve seamless intermodal connectivity, including other public and/or private transportation providers, and to improve transit access to key origins and destinations. Additional consideration should be given to the pedestrian/bike pathways to ensure that ridership opportunities for the City's pedestrians and bicyclists are consistent and complementary.
- d. Identify a methodology and benchmark standards for the on-going reporting, analysis, and evaluation of the fixed-route system.
- e. Evaluate optimal staffing levels and staff scheduling to meet the needs of the fixed-route system, and incorporating staff break times and locations to meet the needs of staff.

3. Americans with Disabilities Act Paratransit/Senior Dial-A-Ride Service

- a. Evaluate methods of scheduling trips, dispatching, and productivity levels and provide recommendations for increasing efficiencies, improving effectiveness, and meeting rider demand.
- b. Evaluate opportunities, including but not limited to, improved, automated scheduling and dispatching system, online reservation capability for the public, and recommendations for staff training.
- c. Identify a methodology and benchmark standards for the on-going reporting, analysis, and evaluation of the paratransit system to support on-time service, capacity thresholds, productivity standards, etc.
- d. Evaluate optimal staffing levels and staff scheduling to meet the needs of the ADA/DAR paratransit system, and incorporating staff break times and locations to meet the needs of staff.

4. Ridership

- a. Determine current demand for public transportation services within Simi Valley and anticipated future demand (i.e. five year period). The analysis should include a profile of existing City ridership to include fixed route, and Paratransit service; identification of the proportion of ridership that is transit dependent, and a profile of the probable travel patterns and service needs of existing and projected City ridership.
- b. Recommend opportunities to increase ridership; including marketing the City's transit system, identify untapped ridership population, recognize partnership opportunities, etc.
- c. Draft a comprehensive Public Involvement Plan that outlines how the City communicates information to the public about SVT and how interested parties can communicate with the City/SVT.
- d. Make recommendations to enhance ease of service use, transit information available to the public, customer service, etc.

5. Fares

- a. Evaluate Fare structure and make recommendations for enhancements, and additions of promotional fares, passes, transfers, etc. based on best practices, revenue needs, and specific to the Simi Valley potential ridership base.
- b. Evaluate current and potential ITS technology systems (AVL, electronic “Next bus” info, transfer of “open data” to personal smart phones, etc.) into a Transit Management System & existing fleet. Evaluate suitability for a system our size.

6. Regional Transportation

- a. Evaluate opportunities and provide recommendations to enhance regional connectivity for Simi Valley residents, including fixed-route connectivity with other local jurisdictions incorporating other modes of transit such as bikes, taxi and transportation network companies, as well as connections for high-frequency destinations within Los Angeles and Ventura County, including Woodland Hills Kaiser, Moorpark Community College, California State University, Northridge and Channel Islands campuses, California Lutheran University, and Ventura County Courthouse.
- b. Explore additional efficiency opportunities through regional partnerships, such as cooperative purchasing, etc.
- c. Assess the feasibility of seasonal routes to accommodate transportation to local regional events such as the Cajun and Blues Festival, Fourth of July Celebration, Ventura County Fair, Strawberry Festival, Los Angeles County Fair, Camarillo Air Show, and beach access.

7. Fleet and Fleet Services Evaluation

- a. Make recommendations on fleet size and fleet specifications to maximize efficiency including specific recommendations on fuel efficiency, seating for ambulatory/non-ambulatory passengers, and maintenance costs.
- b. Identify enhancements and/or additions to the maintenance facility to optimize operational performance.
- c. Evaluate the existing fueling station, ancillary equipment, and existing upgrade project and recommend improvements and technological upgrades to improve fueling reliability, safe operations, increased access for public use, and future anticipated improvements needed to meet future transit system needs and revenue opportunities.
- d. Provide recommendations related to the use and financial impact of biogas and food waste gas production facility.

8. Public Outreach Coordination

Consultant to provide a proposal that includes proven strategies for effective public engagement tailored to the Simi Valley community, and identifies essential and additional functionalities for inclusion in a Transit Management System to enhance communication with the public for scheduling and reservation management, public outreach and education, to enhance and

maintain ridership, Nextbus, SMS messaging, Twitter, Nixle, Facebook, NextDoor, integrated phone system, demand response dispatching, etc.

9. Miscellaneous

Proposer may also provide planning and technical assistance in the areas of coordinating services in a multi-agency environment, system and/or facility security, fare policies and procedures, negotiation strategies for facility use. Other services may include assessment of City and/or regional staffing requirements for transit services, operations and/or specific projects.

MILESTONES

The following is a sample process and approach to completing the SRTP. Proposers are encouraged to submit a similar process map inclusive of work scope & deliverables schedule based on proposers experience and knowledge of proven best practices. We are looking for the Proposer to bring tools and methodology to help the City to improve overall Transit services.

Task 1: Initiate Project

The Consultant will work with the City of Simi Valley to initiate the planning effort and to gain a thorough understanding of the key issues for the City's SRTP. The Consultant will review and consider any of the City's planning documents deemed appropriate for the project.

Deliverables (Project Initiation):

A. Project Initiation

B. Work Scope/Schedule

Completion Date (Project Initiation): Within months 1 to 2 of project

Task 2: Analyze Existing Conditions

Based on the Task 1 analysis, the Consultant will prepare a written description of the existing conditions, opportunities and constraints in the City of Simi Valley that is inclusive of, but not limited to, financial sustainability, equipment and communications, ADA Compliance, regional transportation/route configuration, development, inter-city access/egress and any other areas of concern.

Stakeholder Outreach - Round #1: The Consultant/City staff will schedule and facilitate meetings with key stakeholders such as local transportation-related groups, schools, business associations and outside transit agencies.

Deliverables (Existing Conditions):

A. Memo: The Consultant will develop a draft and revised draft memo on the existing conditions

B. Stakeholder Outreach – Round #1

Completion Date (Existing Conditions): Within months 1 to 3 of project

Task 3: Prepare Objectives and Evaluation Criteria

Based on the analyses in Tasks 1 and 2 and on the goals stated in the Scope of Work of this RFP, the Consultant will prepare objectives and evaluation criteria for the Simi Valley Transit SRTP.

Community Engagement (Objectives and Evaluation Criteria):

Focus Groups/Market Research: The Consultant will measure public opinion on transportation in Simi Valley based on the information collected in Tasks 1 through 3. The main purpose is to reach out to individuals who currently use the service, and potential servers who aren't using the service, to determine what would motivate local residents to use transit, carpool, bicycle or walk instead of driving their automobiles for their commutes, especially for out of city commutes during peak times. The research should be designed to explore the following issues:

- Use and opinion of the local transportation network;
- Current travel behaviors, especially during peak commute times;
- Transportation improvement priorities, especially for inter-city access/egress;
- City role or involvement in transit;
- Response to potential projects and programs that enhance multimodal mobility.

Deliverables (Objectives and Evaluation Criteria):

A. **Measurable results from community research.**

B. **Memo:** Revised draft and final goals and objectives memo.

C. **City Council Meeting - Round #1:** The purpose of this meeting is to introduce existing conditions and the draft objectives and evaluation criteria based on community input to date. Consultant will assist City staff in the preparation of the staff report and the overall presentation. The Consultant will present at the meeting, as needed.

Completion Date (Objectives and Evaluation Criteria): Within months 3 to 5 of project

Task 4: Analyze Strategies

In this task, the Consultant will analyze strategies for public consideration. The Consultant will analyze the feasibility of potential transportation demand management and other transit options that arose in Tasks 1 through 3 and will present the options in a memo. After public review, the Consultant will refine the strategies for inclusion into the draft City's SRTP in Task 5.

Community Engagement (Strategies Analysis):

Stakeholder Outreach – Round #2: The Consultant/City staff will schedule and facilitate meetings with key stakeholders such as local transportation-related groups, schools, business associations and outside transit agencies to review the draft strategies memo for the City's SRTP.

Community Outreach – Round #2: The Consultant will work with City staff to identify and facilitate community outreach methods to discuss potential strategies for the City's SRTP in a community workshop. Outreach should be inclusive of, but not limited to, the City's ADA Committee, Council on Aging (COA), Youth Council, and Neighborhood Councils.

City Council Meeting – Round #2: The purpose of these meetings is to discuss the strategies to help direct the Consultant Team/City staff on how to proceed.

Deliverables (Strategies Analysis):

- A. **Memo:** The Consultant will develop a draft and revised draft strategies memo.
- B. **Stakeholder Outreach – Round #2:** The Consultant will provide the agenda, meeting materials and notes for up to three meetings.
- C. **Community Outreach Workshop– Round #2:** The Consultant will provide the flyer, advertisement, PowerPoint slides, handout materials/boards and other related media, comment cards and a compilation of comments, and will attend/present at the workshop, as needed. City staff will secure the meeting location, will update the contact list for the City's SRTP, and will create and distribute the press release/community advisory and letter notifications, when appropriate.
- D. **City Council Meetings – Round #2:** Consultant will assist City staff in the preparation of the staff report and the overall presentation. The Consultant will present at the meeting, as needed.

Completion Date (Strategies Analysis): Within months 3 to 7 of project

Task 5: Prepare Draft Plan

Based on previous task memos and community input to date, the Consultant will prepare Administrative Draft Plans for City staff and stakeholder review. The City's SRTP is envisioned as a "user friendly," easy to understand document that is organized around graphics, tables and charts. One of the purposes of the City's SRTP is to provide City representatives with talking points about the existing and proposed transportation network – both supply and demand – so as to help key stakeholders and decision makers better understand the need for transportation infrastructure and operational improvements.

Community Engagement (Draft Plan):

Stakeholder Outreach – Round #3: The Consultant/City staff will schedule and meet with key stakeholders such as local transportation-related groups, schools, business associations and outside transit agencies to review the City’s SRTP Public Review Draft.

City Council Meeting – Round #3: The purpose of these meetings is to discuss the Draft SRTP.

Deliverables (Draft Plan):

A. **Administrative Draft:** The Consultant will provide an Administrative Draft for administrative review (ten hard copies and an electronic copy).

B. **Public Review Draft:** The Consultant will provide a Public Review Draft (20 hard copies and an electronic copy) for local entities such as City’s Planning Commission, ADA Advisory Committee and Neighborhood Councils. The Consultant will be responsible for the management of an ongoing list of staff and public comments and associated changes to the Public Review Draft.

C. **Stakeholder Outreach – Round #3:** The Consultant will facilitate, provide agenda, meeting materials and notes for up to three meetings.

D. **City Council Meetings – Round #3:** Consultant will assist City staff in the preparation of the staff report and the overall presentation. The Consultant will present at the meeting, as needed.

Completion Date (Draft Plan): Within months 3 to 10 of project

Task 6. Prepare Final Plan

The Consultant will incorporate the comments from the public review process in its preparation of a Final Draft of the City’s SRTP (Final Draft) for administrative review. Based on the City staff comments of the administrative draft, the Final Draft will be produced for approval. Possible entities reviewing draft approval may be the Planning Commission, ADA Advisory Committee and Neighborhood Councils. The Final Draft then will be presented to the City Council for final adoption, and will include a summary of Transportation Commission, Planning Board and community comments and revisions as an addendum. The Consultant will produce revisions to key graphics for the City Council meeting, but not a revised Final Draft. Based on the cumulative input and comments received by staff, the public, and the City Council, the Consultant will prepare adopted Final City of Simi Valley SRTP.

Community Engagement (Plan):

City Council Meeting – Round #4: The purpose of this meeting is to approve the Final City of Simi Valley SRTP.

Deliverables (Plan): Three versions of the Final City of Simi Valley SRTP:

A. **Administrative Draft:** The Consultant will develop a Final Draft City of Simi Valley SRTP for administrative review (electronic copy only).

B. **Public Review Draft:** The Consultant will develop a Final Draft City of Simi Valley SRTP for public review (20 hard copies for the City Council meeting). The Consultant will compile the comments and associated changes from the City Council meeting.

C. **City Council Meeting #4:** Consultant will assist City staff in the preparation of the staff report and the overall presentation. The Consultant will present at the meeting, as needed.

D. **Final:** The Consultant will develop an adopted Final City of Simi Valley SRTP (20 hard copies) incorporating text and graphic changes from the Planning Commission, Neighborhood Council and City Council meetings.

Completion Date (Plan): Within months 10 to 13 of project

The intent of these proposed planning efforts is to create implementation-focused plans that translate to meaningful short and long-term enhancements and a clear set of priorities spanning the next several years.

The City strives for a transportation system that is cost effective, high quality, community oriented and financially and environmentally sustainable. The overarching goals of the City's SRTP are to take a holistic and integrative citywide approach to improving the overall reach and management of the Transit system. The Consultant will be tasked with assessing and making recommendations for reducing costs, streamlining processes, increasing efficiencies, and enhancing service levels. The SRTP will act as a tool for management and planning over the next five years.

The Consultant must have proven expertise in transportation planning, transit operations and infrastructure, transportation demand management coordination and implementation. The Consultant must also demonstrate familiarity with the City of Simi Valley and community outreach and consensus building.

CONSULTANT'S REPORTS

The Consultant's investigation for this project should examine SVT's current status and include all possible alternatives to address and define an ongoing methodology for operational assessment and enhancement.

Within thirty days of completing all tasks defined in the *Scope Of Services* for this project, the Consultant should prepare a DRAFT report. The DRAFT should be submitted to the Director of Community Services. The City will review the DRAFT and request any additional clarification(s) that may benefit the final product.

The Consultant's FINAL report on this project should be submitted to the Director of Community Services within thirty days of receiving the City's comments on the DRAFT

document, and not later than November 21, 2017.

The FINAL report will be utilized as a *Comprehensive Five-Year Plan* that will guide the future of SVT.

PROPOSALS

The proposal should describe your approach to the Scope of Services and should provide sufficient detail to enable the selection committee to thoroughly evaluate and compare it with other proposals. The proposal should include the following information and any other information you believe is pertinent to this study.

1. Provide a detailed description of your work approach to the tasks and objectives as identified in the Scope of Services. In addition, identify the experience of your proposed principal on this study as well as your firm's experience with potential route and/or service structures that may have applicability in Simi Valley. Any concepts, techniques and tools which you intend to utilize in preparing the reports should be included.
2. Name, titles, and responsibilities of key staff members who will be assigned to the study. The information should include staff member qualifications and expertise.
3. Identify data that your study team will use to conduct the study. The City intends to supply data to the consultant as needed wherever possible.
4. Describe the intended relationship of the study team with City staff.
5. A brief description of the methodologies and applications to be used for this project should be included.
6. Describe your intended relationship with stakeholders and other interested groups/citizens and private transportation providers as related to plan development and public engagement activities, as well as recommendations for City staff in the public engagement process.
7. Provide a description of sub-contracts and associations with other firms you propose to use to complete this project. Information shall include the name and address of the any sub-contractors, and résumés of the key staff proposed for the project. Explain fully the intended working relationships and responsibilities of each firm. Address your plans to assist the City in meeting its Disadvantaged Business Enterprise (DBE) goals.
8. Federal Transit Administration (FTA) Third Party Contract Clauses. As this project will be financed by funds from the FTA accordingly, the third-party contract clauses included within the scope of this Request for Proposals are applicable to all contracts. The successful proposer is required to comply with all associated laws and regulations. To that end all proposers must acknowledge this by signing and submitting the Proposal Submission form on page 32 of this RFP package.

9. Provide a list of references for projects similar in scope which you have conducted in other communities similar in size and character to Simi Valley. The dates over which the projects were conducted and the implementation of plan recommendations should also be included in the proposal. In particular, provide references for any projects which you have conducted in the state of California in the past five (5) years. The Consultant shall provide reference information by submitting a Proposer's Qualifications and References form provided on page 33 of this RFP package.
10. Provide one to three samples of comparable studies that your company has completed, preferably undertaken by the project manager proposed for this project. The samples will be returned to you at your request.
11. Provide detail on the proposed deliverables and timeline.
12. Provide a cost proposal of professional fees to undertake each task outlined in the scope of services and/or your proposal. The cost proposal should include direct expenses such as transportation, lodging, printing, and per diem. A breakdown of the labor costs, including position, hours, and hourly rate of pay should be provided.
13. A description of present activities of key personnel assigned to the City project and their availability to accomplish the required services.
14. Ability of firm to meet the City's timeline.
15. Proposed fixed, not-to-exceed price for each task.
16. Listing of any other costs charged by firm in providing technical services.
17. Current fee schedule of hourly rates.
18. Cost to conduct proposed surveys.

PROPOSAL SUBMISSIONS

The Proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the Proposer contractually, and shall contain a statement that the proposal is a firm offer for a 90-day period. The letter accompanying the Technical Proposal shall also provide the following: Name, Title, Address and Telephone Number of individuals with the authority to negotiate and contractually bind the Proposer. An unsigned proposal, or one signed by an individual not authorized to bind the Proposer may be rejected.

One complete original, one complete electronic and five (5) additional copies of the Proposal must be submitted at or before 3:00 p.m., on Monday, October 31, 2016. Late proposals will not be accepted. Late proposals will not be accepted.

We ask that all PROPOSERS submit their proposals using the following methodology:

- List and prioritize each task by the important or high priority items that will enable the CITY achieve our long-term goals or can have other meaningful and significant long-term benefits.
- Include analysis and rationalization.
- Include the base cost for each listed task.

Using this method will enable the CITY to better assess each proposal based on what will be determined to be the high priority tasks and, if needed, negotiate and modify the scope.

Any restrictions on the use of data must be clearly stated in the proposal. Any exceptions to the City's standard contract (attached) must be included in the proposal. The consultant must be prepared to sign the contract immediately upon staff making the recommendation to award to your firm. The consultant should be prepared to discuss the level of effort and associated cost to complete the scope of work at the interview. The City of Simi Valley reserves the right to reject any or all proposals.

PROPOSAL EVALUATIONS

The Proposal will be evaluated by a Selection Advisory Panel, which will be comprised of City Staff and may include Council Members, and other concerned community members. Evaluations will be based on the following criteria:

- Understanding of the scope of work;
- Demonstration of professional skill and credentials of the staff to be assigned;
- Related experience and references;
- Approach to performing this type of service;
- The Consultant's ability to meet the City's proposed timeline; and
- Cost

Rating percentages are included to assist the CITY in evaluating proposals as "Best Value" per the FTA Best Practices Manual. The rating percentages have been applied to the stated criteria on page 20 of the RFP.

- Understanding and ability to meet of the scope of work (30%)
- Demonstration of professional skill and credentials of the staff to be assigned (20%)
- Related experience and references (15%)
- Approach to performing this type of service (15%)
- The Consultant's ability to meet the City's proposed timeline (10%)
- Cost (10%)

The City may elect to conduct interviews with the top-rated proposers to finalize ratings.

The award of the contract will be based on a combination of all of the above factors. The City reserves the right to reject any and all proposals.

The Consultant acknowledges that all recommendations included in their reports to the City shall meet the requirements of all of the applicable jurisdictions, codes, and regulations including but not limited to those related to the Federal Transit Administration and the Americans with Disabilities Act and Title 24 of the California State Building Code.

ESTIMATED SCHEDULE

The City reserves the right to make changes to the below schedule, but plans to adhere to the implementation of this RFP process as follows:

RFP released: October 11, 2016

Deadline for receiving questions: October 18, 2016

Pre-Proposal Meeting: October 20, 2016

Response to questions: October 20, 2016

RFPs due: October 31, 2016 at 3:00pm (PST)

INTERVIEWS

Proposers may be required, and shall be prepared to attend an interview with a Review Committee. The Project Manager must be available to answer questions at the interview. The CITY also reserves the right to select a firm or individual directly after review of the proposals, or may determine it advisable to conduct interviews prior to the award of the contract.

Firms submitting proposals for this project must be available should the City decide to schedule an interview. The following information should assist you with interview preparations.

- A Selection Advisory Panel will be assessing the proposals and conducting the interviews. This panel may be comprised of staff, partners, public, and Council Members.
- The individual proposed as the Project Manager for this study is expected to take an active part in making the presentation at the firm's interview. The Project Manager is defined as the person having the day-to-day responsibility of conducting the study or supervising the work of others in developing the study. Other key project team members may also be included in the interview process
- The interview will last approximately one hour. Presentations will be limited to approximately 20 minutes; the remaining time will be reserved for follow-up discussion and questions.
- The presentations will be in Simi Valley City Hall, 2929 Tapo Canyon Road, Simi Valley, CA 93063, or at an alternate City location.

SELECTION PROCESS

A review committee shall score each proposal to determine the "Best Value" and shall make a recommendation to the CITY based on the criteria set forth in the RFP. The

CITY also reserves the right to accept the firm or individual's proposed fees or to enter into competitive negotiations with two or more qualified Proposers. If negotiations are conducted, all affected firms or individuals will be notified in writing when to submit their best and final offer. If this step is to be included, detailed instructions will be provided at the time of the request. Proposed price, both initial and over the term of the Agreement, is a consideration that will be weighed in relation to other evaluation criteria. Costs making up the price will be evaluated to determine reasonableness and that all costs are allowable.

The CITY may reject any or all proposals submitted, or, at its sole discretion, award an Agreement to the best Proposer without any interviews. The CITY will make the award consistent with the Federal guidelines in order to assure funding.

- Best Value – Proposals will be evaluated as “Best Value” per the FTA Best Practices Manual, defined as follows: Best Value is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

The CITY reserves the right to introduce additional terms and conditions at the time the final Agreement is negotiated. Any additional terms or conditions would be limited to ones having the effect of clarifying the RFP language and or correcting defects, such as omissions or misstatements, which are discovered after the RFP is issued.

PROPOSAL TERMS AND CONDITIONS

• SPECIFICATION NO. CST 2016-05 •

Requirement to Meet All Request for Proposals Provisions - Each proposer shall meet all of the workscope/specifications and Request for Proposals Terms and Conditions. By virtue of the proposal submission, the proposer acknowledges agreement with and acceptance of all provisions of the workscope/specifications except as expressly qualified in the proposal. Nonsubstantial deviations may be considered provided that the proposer submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is acceptable will be determined by the City of Simi Valley in its sole discretion.

Communications Regarding Proposal - All timely requests (timely requests are those which the City, in its sole judgement, can reasonably respond to before the proposal submittal deadline) for information submitted in writing will receive a written response from the City. Telephone communications with City staff is not encouraged but will be permitted. However, any such verbal communication shall not be binding on the City.

Proposal Submission - One complete original, one complete electronic and five (5) additional copies of the proposal must be submitted as described in the Scope of Services and General Conditions and addressed to the City of Simi Valley, Attention: Sommer Barwick, Director, Community Services Department, 2929 Tapo Canyon Road, Simi Valley, CA 93063. The proposal shall be clearly labeled with the proposal title, name of PROPOSER, and date and time proposals are due. If proposal is delivered to the CITY via express delivery or other priority mail service, the above information must also be included on the outside shipment envelope.

Submission of One Proposal Only - No individual, or business entity of any kind shall be allowed to make or file or to be interested in more than one proposal, except an alternative proposal when specifically requested. However, an individual who has quoted prices on materials to a firm submitting a proposal is not thereby disqualified from quoting prices to other firms submitting proposals.

Proposal Withdrawal - Proposers may withdraw their proposal without prejudice prior to the time specified as the due date by submitting a written request to the Director of Community Services for its withdrawal. If this occurs, the proposal will be returned to the proposer unopened. No proposal received after the time specified or at any place other than the place stated in the Request for Proposals will be considered.

Proposal Retention and Award - The City reserves the right to retain all proposals for a period of 120 days for examination and comparison. The City also reserves the right to determine and waive nonsubstantial irregularities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that the proposals are qualified by specific limitations, and to make award as the interest of the City may require based on the criteria identified in this Request for Proposals.

Labor Actions - In the event that the successful proposer is experiencing a labor action at the time of the award of the bid (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said proposer is no longer the lowest responsible proposer and may accept the next acceptable low bid from a proposer that is not experiencing a labor action and declare it to be the lowest responsive and responsible proposer.

Contract Requirement - The proposer to whom award is made shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to the address given in the proposal or within ten (10) calendar days after receipt by proposer of verbal communication of the intent to award, whichever occurs first. The Contract shall be made in the form adopted by the City and incorporated in these specifications. The proposer warrants that proposer possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable; and further, proposer shall comply with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

Failure to Accept Contract - If upon notification of intent to award the proposal by the City, the proposer fails to enter into the Contract within the specified time period, the pending award will be annulled. Any security will be forfeited in accordance with these Proposal Terms and Conditions if a bond or security is required. An award may be made to the next most qualified proposer who shall fulfill every term and condition of the Request for Proposals.

Business Tax - The City's Business Tax Ordinance requires that a Business Tax Receipt be obtained before any business, trade, profession, enterprise, establishment, occupation, or calling is conducted within the City. The amount of the tax is based on gross receipts resulting from business conducted in the City of Simi Valley and is required to be paid when business is conducted in the City even though the principal location of the business may be outside of the City or a Business Tax Receipt has been issued to them by another city. Issuance of a Business Tax Receipt is only evidence of the fact that the tax has been paid. It does not sanction or approve any operation not otherwise permitted. The City will verify that the proposer has a valid City of Simi Valley Business Tax Receipt prior to the execution of the Contract. Additional information regarding the City's Business Tax program may be obtained by calling (805) 583-6736.

Recycled Purchase Requirement - Proposers are hereby notified that pursuant to the provisions of Sections 22150 – 22154 of the California Public Contract Code the City is required to purchase recycled products as defined in Section 12200 of the same Code if the product fitness and quality are equal to the non-recycled product and available at the same or a lesser total cost than non-recycled items. Proposers shall offer products and prices to the City that meet these requirements.

Submission of References - Each proposer shall submit a statement of qualifications and references on the form provided in the Request for Proposals package.

Disadvantage Business Enterprises (DBE) - The City hereby notifies all proposers that it will affirmatively ensure that Disadvantage and Women's Business Enterprises will be afforded full opportunity to submit proposals on response to this invitation and will not be discriminated against on the grounds of race, color creed, sex, age, disability or national origin in consideration for an award.

INSURANCE REQUIREMENTS

Insurance - The Contractor shall meet the following provisions (Sections 1 through 7) relating to insurance coverages.

1. General Conditions - Without limiting the Contractor's indemnification of City, Contractor shall provide and maintain at its own expense the insurance listed under Section 7 (Evidence of Coverages) covering its operations, subject to the following conditions:
 - a) The City, its Boards, Officers, Agents, and Employees shall be included as additional insureds in all liability insurance policies and endorsements thereto except for Workers' Compensation and Professional Errors and Omissions. The City shall be named Loss Payee as its interest may appear in all property insurance.
 - b) Such insurance shall be primary with respect to any insurance maintained by City and shall not call on City's insurance for contributions.
 - c) With respect to the interests of the City, the Contractor's insurance shall not be canceled nor reduced in coverage or limits until after thirty (30) days written notice shall have been sent by certified mail (return receipt requested) to Sommer Barwick, Director, Department of Community Services, 2929 Tapo Canyon Road, Simi Valley, California 93063, and shall contain an unequivocal clause so stating.
 - d) A City approved endorsement or certified copy of insurance policy providing coverage shall be submitted to and approved by the City's Risk Manager prior to commencement of any work or tenancy.

2. Workers' Compensation - The Contractor shall procure and maintain, during the life of the Contract, workers' compensation insurance or a valid certificate of consent to self-insure for all its employees engaged on or at the site of the project. In case any of the work is sublet, the Contractor shall require all subcontractors to similarly provide workers' compensation insurance for all the latter's employees unless such employees are covered by protection afforded by workers' compensation insurance carried by the Contractor.

By submitting a proposal pursuant to these specifications, Contractor hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation.

3. Aggregate Limits/Blanket Coverage - If any of the required insurance coverages contain aggregate limits or apply to other operations or tenancy of the Contractor outside these specifications, Contractor shall give City prompt, written notice of any incident, occurrence, claim, settlement, or judgement against that insurance which may diminish the protection that such insurance affords the City. Contractor shall further take immediate steps restoring such aggregate limits or shall provide other insurance protection for such aggregate limits.

4. Modification of Coverage - The City reserves the right at any time during the term of any contract executed with the Contractor pursuant to these specifications (Contract) to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days written notice. If such change should result in a premium increase in excess of ten percent (10%) to Contractor, City agrees to

negotiate additional compensation proportional to the increased benefit to the City.

5. Failure to Procure or Maintain Insurance - Contractor's failure to procure or maintain required insurance program shall constitute a material breach of Contract under which the City may immediately terminate the Contract or, at its discretion, procure or renew such insurance to protect the City's interests and pay any and all premiums in connection therewith, and recover all monies so paid from Contractor, or deduct all monies so paid from payments due Contractor.
6. Underlying Insurance - Contractor shall be responsible for requiring indemnification and insurance from its employees receiving mileage allowance, consultants, agents, and subcontractors, if any, to protect the Contractor's and the City's interests, and for ensuring that such persons comply with any applicable insurance statutes. Contractor is encouraged to seek professional advice in this regard.
7. Evidence of Coverages - Evidence of coverages (as identified below) having as a minimum the limits shown must be submitted and approved prior to commencement of work or any tenancy. Amounts shown are Combined Single Limit (CSL). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

<u>Description</u>	<u>Limits</u>
<u>X</u> Workers' Compensation	Statutory
(x) Employer's Liability	<u>\$500,000</u>
(x) Waiver of Subrogation	
<u>X</u> General	
Liability (must be written on an Occurrence Form)	<u>\$1,000,000</u>
(x) Premises and Operations	
(x) Contractual Liability	
(x) Independent Contractors	
(x) Products/Completed Operations	
(x) Broad Form Property Damage	
(x) Personal Injury	
(x) Broad Form Liability Endorsement	
<u>X</u> Automobile Liability (must be written on an Occurrence Form)	<u>\$1,000,000</u>
(x) Owned Automobiles	
(x) Nonowned/Hired Automobiles	
() Garagekeeper's Legal Liability	

REQUIRED FTA THIRD-PARTY CONTRACT CLAUSES

• SPECIFICATION NO. CST 2016-05 •

This project may be financed by funds from the Federal Transit Administration (FTA). Accordingly, the following third-party contract clauses are applicable to all contracts. Federal requirements apply to this contract and if those requirements change then the most recent requirements shall apply to the project as required.

By signing and including the Proposal Submission form (page 29) with proposal, PROPOSER certifies that they have read, understand and will comply with the Federal contract requirements identified below.

A. Fly America Requirements

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

B. Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

C. Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are

forwarded from tier to tier up to the recipient.

D. Access to Records and Reports

The following access to records requirements apply to this Contract:

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

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

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11)

E. Federal Changes

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the grant agreements between the City of Simi Valley and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Failure by the Contractor to so comply shall constitute a material breach of this Contract.

F. Recycled Products/Recovered Materials

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

G. No Government Obligations to Third Parties

The City of Simi Valley and the Contractor acknowledge and agree that, notwithstanding any occurrence by the Federal Government in or approval of this solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City of Simi Valley, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

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

H. Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

I. Termination

1. Termination for Convenience: The City of Simi Valley may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Simi Valley to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Simi Valley, the Contractor will account for the same, and dispose of it in the manner the City of Simi Valley directs.
2. Termination for Default: If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Simi Valley may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Simi Valley that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Simi Valley, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience

J. Government-wide Debarment and Suspension

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

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

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

The certification in this clause is a material representation of fact relied upon by the City of Simi Valley. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Simi Valley, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The

proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

K. **Civil Rights Requirements**

The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor

agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

L. Breaches and Dispute Resolution

Disputes – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of Simi Valley's Community Services Department. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Director, Community Services. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director, Community Services shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City of Simi Valley, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Simi Valley and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Simi Valley is located.

Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Simi Valley, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

M. Disadvantaged Business Enterprises (DBEs)

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is in development. A separate contract goal has not been established for this procurement.
2. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City of Simi Valley deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
3. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Simi Valley. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the City of Simi Valley and contractor's receipt of the partial retainage payment related to the subcontractor's work.
4. The contractor must promptly notify City of Simi Valley, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City of Simi Valley.

N. Incorporation of Federal Transit Administration (FTA) Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding provisions. All contractual provisions required by the DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the City of Simi Valley, which would cause the City of Simi Valley to be in violation of the FTA terms and conditions

These Federal contract requirements will be included as Exhibit "D" in any contract resulting from this RFP process.

CITY OF SIMI VALLEY • SUMMARY PROPOSAL SUBMISSION FORM

• SPECIFICATION NO. CST 2016-05 •

Dated: _____

TO: Sommer Barwick, Director
Department of Community Services
City of Simi Valley
2929 Tapo Canyon Road
Simi Valley, CA 93063

The undersigned declares that he or she has carefully examined Specification No. CST 2016-05 accompanying the Request for Proposals (RFP) and is thoroughly familiar with the contents thereof; is authorized to represent the proposing firm; and proposes to provide services in accordance with the specification referenced above.

A. Total Maximum Fee \$_____

B. THE ONLY EXCEPTIONS FROM THE SPECIFICATIONS ARE:

C. FTA Third Party Contract Clause Certification:

By signing below, PROPOSER certifies that they have read, understand and will comply with the Federal contract requirements identified in the FTA Third Party Contract Clauses included within the scope of this RFP and which will be included as Exhibit "D" in any contract resulting from this RFP process.

Signature of Authorized Proposer

Title

Signature of Authorized Proposer

Title

Firm Name: _____ Phone No: _____

Address: _____

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES

• SPECIFICATION NO. CST 2016-05 •

The proposer is required to state the proposer's financial ability and a general description of similar work performed.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: _____.

List and describe fully the last three contracts performed by your firm, which demonstrate your ability to complete the work included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done: _____

Reference No. 2

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done: _____

Reference No. 3

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done: _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE

• SPECIFICATION NO. CST 2016-05 •

Section 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

“I am aware of the Provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

By _____

Date: _____

Title _____

By _____

Date: _____

Title _____

INSERT AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

• SPECIFICATION NO. CST 2016-05 •

INSERT GENERAL LIABILITY SPECIAL ENDORSEMENT

• SPECIFICATION NO. CST 2016-05 •

CONTRACT BETWEEN THE CITY OF SIMI VALLEY AND _____
FOR PROFESSIONAL CONSULTANT SERVICES TO ASSESS AND MAKE
RECOMMENDATIONS REGARDING THE CITY OF SIMI VALLEY TRANSIT
DIVISION'S: FIXED-ROUTE AND ADA/DAR SYSTEMS, FINANCIAL
SUSTAINABILITY, FARE STRUCTURE, RIDERSHIP, REGIONAL
TRANSPORTATION, FACILITIES, EQUIPMENT, AND COMMUNICATIONS

THIS CONTRACT is made and entered into in the City of Simi Valley on this _____ day of _____ 2016, by and between the CITY OF SIMI VALLEY, a municipal corporation, hereinafter referred to as CITY, and _____, hereinafter referred to as CONSULTANT.

RECITALS

WHEREAS, on October 11, 2016, CITY requested Proposals for professional consultant services to assess and make recommendations regarding the City of Simi Valley Transit (SVT) Division's: organizational structure, management and staffing, Fixed-Route and ADA/DAR systems, financial sustainability, fare structure, ridership, regional transportation, facilities, equipment, communications, and security, pursuant to Specification No. CST 2016-05; and

WHEREAS, pursuant to such request, CONSULTANT submitted a proposal, which was accepted by CITY for the services.

NOW, THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are a part of this CONTRACT.

2. **Term.** The term of this CONTRACT shall be from the date this CONTRACT is made and entered, as first written above, until the completion of services and acceptance by the CITY of the deliverable products and services as specified in this CONTRACT, which shall be no later than November 21, 2017. CITY may terminate this CONTRACT at any time prior to the expiration date by giving thirty (30) days advance written notice thereof to CONSULTANT.

3. **Description of Services.** The services to be performed by CONSULTANT are as follows:

Assess and make recommendations regarding the City of Simi Valley Transit Division. CONSULTANT agrees to perform the services more specifically set forth in the "Scope of Services" attached hereto and incorporated herein as Exhibit "A".

4. **Compensation and Payment.**

A. The total compensation payable to CONSULTANT by CITY for services under this CONTRACT shall not exceed the sum of \$_____, and shall be earned as the work progresses. Payment will be made based on the rates contained in the "Summary Proposal Submission Form" as set forth in Exhibit "B" attached hereto and incorporated herein. CONSULTANT acknowledges that CONSULTANT is not guaranteed to receive the Not-To-Exceed Amount or any particular or minimum amount of compensation or work under this CONTRACT

B. After CONSULTANT has performed the services as specified in this CONTRACT, CITY shall be obligated to pay CONSULTANT based upon the actual CITY-authorized services received by CITY at the rates established as a part of this CONTRACT. In no event shall the total amount paid exceed the CONTRACT Not-to-Exceed Amount unless otherwise agreed to by the parties in writing.

C. Payments to the CONSULTANT shall be made within 30 days after receipt of an original invoice from the CONSULTANT and acceptance of the services by CITY.

D. CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification will be in a form satisfactory to CITY. Invoices shall include the work performed including a list of hours worked by personnel.

5. **CONSULTANT's Representations and Obligations.**

A. CONSULTANT shall perform as required by this CONTRACT. CONSULTANT also warrants on behalf of itself and all subcontractors engaged for the performance of this CONTRACT that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B. CONSULTANT shall obey all Federal, State, local, and special district laws, ordinances, and regulations.

C. CONSULTANT agrees to abide by CITY's Business Tax Ordinance, of which proof of payment must be obtained prior to performance of this CONTRACT.

D. CONSULTANT acknowledges CITY may contract with other parties for the performance of services or supplemental services as they relate to the work during the term of this CONTRACT.

6. **Audit.**

A. At any time during normal business hours and as often as the CITY may deem necessary, CONSULTANT shall make available to CITY for inspection its records pertaining to this CONTRACT. CONSULTANT shall permit CITY to audit, examine

and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least (3) years after termination or final payment under this CONTRACT. This paragraph shall survive for three (3) years after termination of this CONTRACT.

B. CITY shall have the option of inspecting and/or auditing all records and other written materials used by CONSULTANT in preparing its statements to CITY as a condition precedent to any payment to CONSULTANT.

7. **Hold Harmless and Indemnification.** CONSULTANT shall defend, indemnify, and hold harmless CITY, its agents, officials, officers, representatives, and employees, from and against all claims, lawsuits, liabilities or damages of whatever nature arising out of or in connection with, or relating in any manner to any act or omission of CONSULTANT, its agents, employees, and subcontractors, and employees thereof, pursuant to the performance or non-performance of this CONTRACT. The CONSULTANT shall thoroughly investigate any and all claims and indemnify the CITY and do whatever is necessary to protect the CITY, its agents, officials, officers, representatives, and employees as to any such claims, lawsuits, liabilities, expenses, or damages arising out of this CONTRACT. The CITY shall be included as an Additional Insured in the automobile/liability insurance policies and endorsements of the CONSULTANT. The CONSULTANT must select an attorney acceptable to the CITY who will defend such proceeding and the CITY will control any litigation thereof. Such approval by the CITY will not be unreasonably withheld. This paragraph shall survive the termination of this CONTRACT.

8. **Amendments.** Any amendment, modification, or variation from the provisions of this CONTRACT shall be in writing and shall be effective only upon mutual written approval by the Director of Community Services and CONSULTANT.

9. **Anti-Discrimination.** In the performance of the terms of this CONTRACT, CONSULTANT shall not engage in, nor permit subcontractors to engage in, discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

10. **Personal Services.** This Agreement is for professional services, which are personal to CITY. _____ is deemed to be specially experienced and is a key member of CONSULTANT'S firm, and shall be directly involved in performing, supervising, or assisting in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this CONTRACT

11. **Termination.** If, during the term of this CONTRACT, CITY determines that CONSULTANT is not faithfully abiding by any term or condition contained herein, CITY may notify CONSULTANT in writing of such defect or failure to perform. The notice must give to the CONSULTANT a ten (10) day period of time thereafter in which to perform the work or cure the deficiency. If CONSULTANT has not performed the work or cured the deficiency within the ten (10) days specified in the notice, such failure shall constitute a breach of this CONTRACT, and CITY may terminate this CONTRACT immediately by

written notice to CONSULTANT. In addition, CITY, if it terminates this CONTRACT for cause, may withhold as an offset from payments due CONSULTANT damages occasioned by such breach, including liquidated damages, if so provided herein. For Convenience: CITY may terminate this contract, in whole or in part, at any time by written notice to the CONSULTANT when it is in the Government's best interest. The CITY shall be liable to the CONSULTANT only for those fees accrued by the CONSULTANT to the date CONSULTANT receives the notice of termination. In such event, CONSULTANT shall be entitled to the reasonable value of its services. In no event, however, shall CONSULTANT be entitled to receive in excess of the CONTRACT amount.

12. **Delivery of Reports in Cases of Termination.** If this CONTRACT is terminated pursuant to any of the provisions contained hereinabove, and if requested to do so in writing by the CITY, the CONSULTANT shall, within fourteen (14) calendar days after receipt of such written request, deliver and turn over to the CITY all of its preparation and work on the project which were done to the date of the receipt of the notice of termination. The terms "preparation" and "work" as used in this paragraph, shall refer to and include all data and materials of whatever type that have been gathered by the CONSULTANT, and contemplated to be used or actually used, in the provision of the services as specified in this CONTRACT.

13. **Complete CONTRACT.** This CONTRACT and its accompanying exhibits shall constitute the complete CONTRACT between the parties hereto. No verbal agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such verbal agreement, understanding, or representation be binding upon the parties hereto.

14. **Independent Contractor.** It is expressly understood between the parties to this CONTRACT that no employee/employer relationship is intended. CONSULTANT is not an agent or employee of the CITY and it is not entitled to participate in any pension plan, insurance or other benefits CITY provides for its employees. CONSULTANT is an independent contractor in performing the Services required under this CONTRACT and will have control of all work and the manner in which it is performed. Any provision of this CONTRACT that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work required herein or to exercise a measure of control over the work means that the CONSULTANT will follow the direction of the CITY as to the results of the work only.

15. **Time of Performance.** Time is of the essence in this CONTRACT.

16. **Insurance.** CONSULTANT shall, at CONSULTANT'S sole cost and expense, provide insurance as contained in Exhibit "C", incorporated herein. CONSULTANT shall not commence work on the Services to be performed, until it submits proof of all insurance coverage as required.

17. **Third Party Contract Clauses.** As the CONSULTANT'S services will be financed by funds from the Federal Transit Administration, CONSULTANT is required to comply with the Third-Party Contract clauses, attached hereto and incorporated herein as Exhibit "D".

18. **Ownership of Reports and Data.** The originals of all studies, reports, exhibits, documents, data, and other work or materials prepared for, or used to comply with any term of this CONTRACT, plus any copies of same required by this CONTRACT to be furnished to the CITY by any of the other party(ies) with whom the CONSULTANT may have contract(s) pertaining to this project, shall be deemed to be public records open to inspection by the public and, as such, to be and remain the property of the CITY.

19. **Conflict of Interest.** Neither CONSULTANT nor any employees, agents, or subcontractors of CONSULTANT who will be assigned to this project, to the best of CONSULTANT'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this CONTRACT. Should one party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict, CITY may terminate the CONTRACT immediately for non-performance pursuant to Section 11 herein.

In accordance with California Government Code Section 87306, CONSULTANT shall provide, if requested by CITY, a Conflict of Interest Statement, Form 700 no later than 30 days after execution of this CONTRACT, and annually thereafter prior to April 1st of each year for the duration of the CONTRACT. Failure to file any of the required statements will result in withholding payment for services rendered.

20. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, and any such assignment without said consent shall be void.

21. **Authority to Execute CONTRACT.** Both CITY and CONSULTANT do covenant that each individual executing this CONTRACT on behalf of each party is a person duly authorized and empowered to execute contracts for such party.

22. **Jurisdiction and Venue.** Jurisdiction is in an appropriate court in the State of California and venue lies in Ventura County, and the parties do not consent to arbitration. In the event of any dispute, each party shall bear its own fees and costs (including attorneys' fees). This CONTRACT shall be governed by California law, without regard to conflict of law principles.

23. **Non-Appropriation of Funds.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this CONTRACT shall cover only those costs incurred up to the conclusion of the current fiscal year.

24. **Taxpayer Identification Number.** CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, form W-9 (latest revision), as issued by the Internal Revenue Service.

25. **Permits and Licenses.** CONSULTANT, at its sole cost and expense, shall obtain and maintain during the term of this CONTRACT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of this CONTRACT.

26. **Waivers.** The waiver by one party of any term or condition of this CONTRACT, or any breach thereof, shall not be construed to be a general waiver by the party or as a waiver of any other term or breach.

27. **Statement of Experience.** CONSULTANT warrants that it will perform its Services with at least the due care, diligence and expertise generally accepted in its industry. CONSULTANT also understands and agrees that it is being employed to perform the Services provided for by this CONTRACT because of CONSULTANT'S professed expertise and experience in performing such Services. In addition, CONSULTANT understands and agrees that while CITY or CITY'S officers, employees, agents or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by CONSULTANT pursuant to this CONTRACT. As a consequence, CONSULTANT waives any right of contribution against CITY or any of CITY'S officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by CONSULTANT pursuant to this CONTRACT.

28. **Notices.** All written notices required by, or related to this CONTRACT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this CONTRACT shall refuse to accept such mail; the parties to this CONTRACT shall promptly inform the other party of any change of address. All notices required by this CONTRACT are effective on the day of receipt, unless otherwise indicated herein. The mailing address of each party to this CONTRACT is as follows:

CITY	Department of Community Services City of Simi Valley 2929 Tapo Canyon Road Simi Valley, CA 93063 Attn: Sommer Barwick Director of Community Services (805) 583-6754
------	---

CONSULTANT

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

Attest:

City of Simi Valley, A Municipal Corporation

Ky Spangler, Deputy Director/City Clerk

By: _____
Robert O. Huber, Mayor of the City of
Simi Valley, California

Approved as to Form:

Lonnie J. Eldridge, City Attorney

By: _____
Print Name: _____

Approved as to Content:

Title: _____

Eric J. Levitt, City Manager

By: _____
Print Name: _____

Connie Henes-Baird
Deputy Director/Support Services

Title: _____

Sommer Barwick, Director Community Services

EXHIBIT A
SCOPE OF SERVICES

PROFESSIONAL CONSULTANT SERVICES TO ASSESS AND MAKE RECOMMENDATIONS REGARDING THE CITY OF SIMI VALLEY TRANSIT DIVISION'S: FIXED-ROUTE AND ADA/DAR SYSTEMS, FINANCIAL SUSTAINABILITY, FARE STRUCTURE, RIDERSHIP, REGIONAL TRANSPORTATION, FACILITIES, EQUIPMENT, AND COMMUNICATIONS

SPECIFICATION NO. CST 2016-05

(The following space is reserved for the Exhibit details to be included in final contract.)

EXHIBIT B

SUMMARY PROPOSAL SUBMISSION FORM

PROFESSIONAL CONSULTANT SERVICES TO ASSESS AND MAKE RECOMMENDATIONS REGARDING THE CITY OF SIMI VALLEY TRANSIT DIVISION'S: FIXED-ROUTE AND ADA/DAR SYSTEMS, FINANCIAL SUSTAINABILITY, FARE STRUCTURE, RIDERSHIP, REGIONAL TRANSPORTATION, FACILITIES, EQUIPMENT, AND COMMUNICATIONS

SPECIFICATION NO. CST 2016-05

(The following space is reserved for the Exhibit details to be included in final contract.)

EXHIBIT C

INSURANCE REQUIREMENTS

PROFESSIONAL CONSULTANT SERVICES TO ASSESS AND MAKE RECOMMENDATIONS REGARDING THE CITY OF SIMI VALLEY TRANSIT DIVISION'S: FIXED-ROUTE AND ADA/DAR SYSTEMS, FINANCIAL SUSTAINABILITY, FARE STRUCTURE, RIDERSHIP, REGIONAL TRANSPORTATION, FACILITIES, EQUIPMENT, AND COMMUNICATIONS

SPECIFICATION NO. CST 2016-05

(The following space is reserved for the Exhibit details to be included in final contract.)

EXHIBIT D

REQUIRED
THIRD-PARTY CONTRACT CLAUSES

PROFESSIONAL CONSULTANT SERVICES TO ASSESS AND MAKE RECOMMENDATIONS REGARDING THE CITY OF SIMI VALLEY TRANSIT DIVISION'S: FIXED-ROUTE AND ADA/DAR SYSTEMS, FINANCIAL SUSTAINABILITY, FARE STRUCTURE, RIDERSHIP, REGIONAL TRANSPORTATION, FACILITIES, EQUIPMENT, AND COMMUNICATIONS

SPECIFICATION NO. CST 2016-05

(The following space is reserved for the Exhibit details to be included in final contract.)