

**PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT SUMMARY**

<b>Name of Contractor:</b>	LAZ Transportation Services LLC
<b>City Department in charge of Contract:</b>	Public Works
<b>Contact Person for City Department:</b>	Tra'a Bezdecny
<b>Period of Performance for Contract:</b>	July 1, 2024 - June 30, 2027
<b>Not to Exceed Amount of Contract:</b>	\$3,724,205.32
<b>Scope of Work for Contract:</b>	Operation and Maintenance of Public Transit and Transportation Services

**Insurance Requirements for Contract:**

yes  no - Is General Liability insurance required in this contract?

yes  no - Is Auto insurance required in this contract?

yes  no - Is Professional insurance required in this contract?

**California requires Worker's Compensation insurance. If the vendor has no employees, a Worker's Compensation Affidavit is required.**

Other:

**Proper documentation is required and must be attached.**

**PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES**  
(City of Calabasas / LAZ Transportation Services LLC)

**1. IDENTIFICATION**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the last date indicated below by and between the City of Calabasas, a California municipal corporation (“City”), and LAZ Transportation Services LLC a California limited liability company (“Consultant”) (collectively, “parties”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: operation and maintenance of public transit and transportation services, as more fully described on Exhibit B attached hereto.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3 Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant risk of the disclosure of confidential information.
- 2.4 Campaign Contributions - This Agreement is subject to Government Code Section 84308, as amended by SB 1439. That statute requires Consultant to disclose any campaign contribution by the Consultant or the Consultant’s agent to City Councilmembers or other City officials of more than \$250 in the aggregate in the preceding 12 months. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form with Consultant’s execution of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1 “Scope of Services” means such professional services as are set forth in Consultant’s May 20, 2024 proposal to City as described on “Exhibit A” and fully incorporated herein by this reference.

- 3.2 “Approved Fee Schedule” means such compensation rates as are set forth in Consultant’s May 20, 2024 fee schedule to City attached hereto as “Exhibit B” and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.3 “Commencement Date” means July 1, 2024.
- 3.4 “Termination Date” means June 30, 2027.
- 3.5 “City Agreement Administrator” means Tra’a Bezdecny.
- 3.6 “Consultant Project Administrator” means Ryan Dollar and Paula Henry.

#### 4. **TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 18 (“Termination”) below.

#### 5. **CONSULTANT’S SERVICES**

- 5.1 Time is of the essence in Consultant’s performance of services under this Agreement.
- 5.2 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of three million seven hundred twenty-four thousand two hundred five dollars and thirty-two cents (**\$3,724,205.32**) unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount payable above.
- 5.3 Consultant shall perform all work to the highest standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict-of-interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).

- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Ryan Dollar and Paula Henry shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.
- 5.6 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 5.7 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.
- 5.8 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.9 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.
- 5.10 Pursuant to California Labor Code Sections 1773.2 and 1775, the Consultant shall forfeit as a penalty to City \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Contract employed in the

execution of the work by Consultant or by any Subcontract under Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

5.11 Pursuant to Labor Code § 1776, each consultant and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

The payroll records enumerated under subdivision (a) shall be verified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.”

## **6. COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.

6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

6.4 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis pursuant to the Approved Fee Schedule and without amendment of this Agreement, so long

as such payment does not cause the maximum amount payable above to be exceeded.

**7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

**8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers’ compensation, and other applicable federal and state taxes.

**9. AGREEMENT ADMINISTRATOR**

In performing services under this Agreement, Consultant shall coordinate all contact with City through its City Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the City Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

**10. INDEMNIFICATION**

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible

under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.
- 10.7 In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 10.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

## 11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.
- 11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.
- 11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
- 11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.



- 11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.
- 11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.
- 11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.
- 11.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of

cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

- 11.10 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers shall be in excess of Consultant’s insurance and shall not contribute with it.
- 11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.
- 11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.
  - 11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
  - 11.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.
- 11.15 City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

## **12. MUTUAL COOPERATION**

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.
- 12.2 If any claim, action, or proceeding is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any

reasonable assistance that City may require in the defense of that claim, action, or proceeding.

**13. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

**14. RECORDS AND INSPECTIONS**

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

**15. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

**16. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Tra'a Bezdecny  
Assistant Engineer  
100 Civic Center Way  
Calabasas, CA 91302  
Telephone: (818) 224-1600

If to Consultant:

Ryan Dollar  
LAZ Transportation Services LLC  
1200 Wilshire Blvd., Suite 100B  
Los Angeles, CA 90017  
Telephone: (904) 718-6853

With courtesy copy to:

Matthew T. Summers, City Attorney  
Colantuono, Highsmith & Whatley, PC  
790 E. Colorado Blvd, Suite 850  
Pasadena, California 91101  
Telephone: (213) 542-5719  
Facsimile: (213) 542-5710  
Email: msummers@chwlaw.us

## **17. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 10, Section 13, Paragraph 12.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

## **18. TERMINATION**

- 18.1 City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be promptly returned to City upon the termination or expiration of this Agreement.
- 18.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 5.2 above and as otherwise provided in this Agreement.

**19. GENERAL PROVISIONS**

- 19.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 19.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 19.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.
- 19.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los

Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

- 19.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 19.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 19.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.
- 19.10 Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. 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; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 19.12 This Agreement shall be binding on successors and assigns of the parties.
- 19.13 Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 19.14 **Recitals.** The Recitals are incorporated herein by this reference.

(Signature page follows)

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

**“City”**

**“Consultant”**

**LAZ Transportation Services LLC**

By \_\_\_\_\_  
Alicia Weintraub, Mayor

By: \_\_\_\_\_  
Ryan Dollar, Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_  
Kindon Meik, City Manager

By: \_\_\_\_\_  
Paula Henry, Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_  
Curtis Castle, Public Works Director

Date: \_\_\_\_\_

Attest:

By \_\_\_\_\_  
Analuz Mendoza, Interim City Clerk

Date: \_\_\_\_\_

Approved as to form:

By \_\_\_\_\_  
Matthew T. Summers, City Attorney

Date: \_\_\_\_\_



**“EXHIBIT A”  
SCOPE OF WORK**



CITY *of* CALABASAS

## **Request for Proposal (RFP)**

**for**

### **The Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas**

**Issued on:**

April 8, 2024

**SUBMITTAL DEADLINE:**

Monday, April 29, 2024 at 2:00 p.m.

---

Curtis Castle, P.E.  
Public Works Director

CITY OF CALABASAS  
Public Works Department  
100 Civic Center Way  
Calabasas, CA 91302

## Request for Proposal for Public Transportation Services

### INTRODUCTION

The City of Calabasas is soliciting proposals from interested, qualified companies to provide services for a variety of transportation programs. The Request for Proposals (RFP) is to provide the City with a set of transit operation services while maintaining a cost-effective approach. The City intends to award one contract to provide the requested services for a three-year term, with up to two one-year extensions.

### REQUEST FOR PROPOSAL (RFP)

The City of Calabasas (“City”) is soliciting Proposals from qualified transit service providers (“Contractor”) for **Public Transportation Services**. Proposals must be submitted at or before **2:00 p.m. on April 29, 2024**. Proposals and amendments to Proposal received after the date and time specified above will not be considered.

Proposals submitted to City must comply with Section I and Section II, and must be based on the Scope of Services provided in Attachment A. Proposals will be evaluated and awarded in accordance with Section IV: Evaluation and Selection. The selected company or companies must be willing to sign an agreement with the terms and conditions shown in the City model Professional Service Agreement (PSA), attached herein as Attachment B. Contractors are encouraged to promptly notify City of any apparent major inconsistencies, problems, or ambiguities in the Scope of Services.

### REQUEST FOR INFORMATION (RFI)

In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the City Public Works Department at the following address: 100 Civic Center Way, Calabasas, CA 91302, Attention: Tra’a Bezdecny. Contractors are specifically directed NOT to contact any City Council members or personnel, other than specified in this RFP, for meetings, conferences, or technical discussions that are related to the RFP.

All inquiries must be submitted in writing via email at [tbezdecny@cityofcalabasas.com](mailto:tbezdecny@cityofcalabasas.com) and must be received at the City by the end of business on **April 22, 2024 at 5:00 p.m.** Please note that City will not be responsible for mailing any addendums. All addendums and notifications will be made available on the City’s webpage: <http://www.cityofcalabasas.com/public-notices.html>. Contractors are encouraged to check the website regularly since each Contractor will bear sole responsibility for having the RFP and all addendums.

### CONFIDENTIAL MATTERS

All data and information gathered by the Contractor and its agents, including this RFP and all supplement information, shall be treated by the Contractor and its agents as confidential. The Contractor and its agents shall not disclose or communicate the aforesaid matters to a third part or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from City.



### MODIFICATIONS/WITHDRAWAL OF PROPOSALS

Modifications will be accepted by City, and binding upon the responding company, where the modification:

- Is received by City at the place designated for submission of RFP responses prior to the deadline; and
- Is clearly labeled “Modification” with the name of the responding Contractor; and
- Is signed by the same individual who signed the original submittal.

At any time prior to scheduled closing time for receipt of RFP submittals, any responding Contractor may withdraw their submittal, either personally or by written request. However, a proposal may not be withdrawn after opening without the written consent of City.

Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the Public Works Department.

All Contractors are required to certify that they are not debarred, suspended, or otherwise excluded from participating in this project. All Contractors will be required to certify that they are not on the Comptroller General’s list of ineligible Contractors.

### SELECTION PROCESS

A “Shortlist” of Contractors will be developed by City and “Shortlisted” Contractors will be notified by City Staff of their status on **May 2, 2024**. Interviews of the “Shortlisted” Contractors will be required for City’s final selection. The interviews will be held the week of **May 6 to May 10, 2024**. Failure to appear at the interview will cause the Contractor to be eliminated from further evaluation.



## Calendar of Events\*

Distribution of RFP _____	April 8, 2024
Final Date to Submit RFI _____	April 22, 2024
Proposal Due Date _____	April 29, 2024
Development of Shortlist _____	May 2, 2024
Interviews of Selected Contractors _____	May 6 – May 10, 2024
Contractor Selection _____	May 13, 2024
Contract Documents Submitted to City _____	May 23, 2024
Council Approval of Professional Services Agreement _____	June 12, 2024
Transition Period _____	June 17 – June 30, 2024
New Contract in Effect _____	July 1, 2024

\*Subject to change



## SECTION I: PROPOSAL PACKAGE

### A. **Background Information**

The City of Calabasas (“City”), is soliciting proposals from interested, qualified companies (“Contractor”) to provide services for a variety of transportation programs. Calabasas is a low density city of 24,000 residents, with hilly terrain, plenty of open space and transitions to rural, suburban design.

The Request for Proposals (RFP) is to provide the City with a defined level of services, while maintaining the most cost-effective approach possible. The City intends to award one contract to provide the requested services for a three-year term, with up to two one-year extensions.

Visit the following link for current Calabasas Shuttle and Trolley Services information: <https://www.cityofcalabasas.com/government/public-works/transportation-transit/public-transit-services>.

### B. **General Scope of Services**

The operation of the Calabasas Transit Program currently consists of the following:

- Seven (7) fixed-route lines. Refer to *Attachment A: Scope of Services* for details. Note that Attachment A will be included in the PSA awarded to the successful proposer.
  - One (1) Citywide fixed transit route within Calabasas City Limits
  - Four (4) peak-service routes during a.m. and p.m. peak transit demand (tripper service)
  - One (1) summer fixed-route Weekend Trolley (Memorial Day to Labor Day)
  - One (1) summer fixed-route Beach Bus (10-week operation)

During the summer, transportation services change due to a shift in demand. A revised route and schedule will be provided by City one month before route changes go into effect for drivers to accommodate changes and learn the route. There are periodic and random special events that occur throughout the year which require transportation; the awarded company will be required to provide those transportation services.

The City of Calabasas shall be responsible for all costs associated with major repairs including but not limited to the following: engine, transmission, and major drive train components, based on approval of City. All repairs and parts shall pertain to the manufacturer’s warranty and shall be serviced per manufacturer’s service intervals. The Contractor shall cover the cost and replacement of all wearable items. The City shall be responsible for all costs associated with vehicle fuel.

### C. **Information Provided by City**

Contractors are solely responsible for conducting their own independent research, due diligence or other work necessary for the preparation of proposals, negotiation of agreements, and the subsequent delivery of services pursuant to any agreement. In no event may Contractors rely on any oral statements.



Should a Contractor find discrepancies in, or omissions from, this RFP and related documents, or should Contractor be in doubt as to meaning, Contractor shall immediately notify the City's designated representative and, if the point in question is not clearly set forth, a written addendum or bulletin of instructions will be made available on the City's website: <http://www.cityofcalabasas.com>. Each person requesting an interpretation will be responsible for the delivery of such requests to the City's designated representative in writing as outlined in this RFP. The City will not be bound by, or responsible for, any explanation or interpretation of the proposed documents other than those given in writing.

The City will not compensate Contractors for the cost of preparing a response to this RFP.

**D. Intent**

It is the intent of the City to award the contract to the most qualified, responsible Contractor as detailed in the Scope of Services, and with consideration of the potential costs for services. The City will negotiate with the Contractor deemed most qualified by the City to address the specific services to be provided, the time and order of services, staffing, areas of responsibility and proposed fee structure, including the amount and method of payment.

## SECTION II: PROPOSAL CONTENT

The Contractor shall prepare a Statement of Qualifications and a detailed fee schedule for the work to be performed. These proposals shall contain the following information:

### 1. **Statement of Qualifications:**

#### a. Company Information

- i. Company Name
- ii. Doing Business As Name
- iii. Address
- iv. Company Website URL
- v. Diversity Certifications (if applicable)

#### b. Company Contact Person

- i. Contact Name
- ii. Contact Telephone Number
- iii. Contact Email
- iv. If different from above, provide all contact information for person authorized to execute agreements.

#### c. Staffing Plan and Organization Chart

Provide a staffing plan and organization chart that identifies the key members of the management team that will oversee the Calabasas Transit Service, their responsibilities, and reporting relationships.

- i. At minimum, this will include the general manager, assistant general manager (if proposed), administrative manager, operations manager, maintenance manager, and technology manager.
- ii. The responsibilities of each person should be outlined.
- iii. The staffing plan should document the support and reporting relationships within the company's broader hierarchy.
- iv. If any functions will be subcontracted, these should be identified, along with full documentation of the subcontractor.
- v. Resumes for each of the identified staff members should be provided as an attachment to the proposal.
- vi. The plan should show who will be the main point of contact(s) for City and who will be support staff.

#### d. Firm Background and Experience

Specific aspects of the firm's experience and philosophy that merit City's consideration during the proposal evaluation process should be included.

#### e. Reference

The names, addresses, and telephone numbers of three (3) former or current clients who have contracted with the Contractor for services similar to those described in this Request for Proposals. Provide a contact person, telephone number and email address. The City reserves the right to contact clients for reference. A description of similar projects that were successfully completed by the Contractor may be included in this section. Samples of similar work described in this section shall be attached.



f. Qualifications

- i. Contractor shall have no outstanding or pending complaints as determined through the State of California Department of Consumer Affairs.
- ii. Contractor must be licensed to operate public transportation in the State of California, pursuant to the requirements of applicable Local, State, and Federal ordinances, regulations, and statutes.
- iii. Contractor shall submit with their proposal, a summary of technical competence and qualifications of the firm, based on similar services provided to government entities by the Contractor.
- iv. Contractor shall have a minimum of five (5) years previous experience in providing public transit services.
- v. Contractor must have the proper operational resources and personnel to provide the services and to meet all requirements of this RFP.

**2. Scope of Services**

Provide a description of the approach and methodology to be used to provide the required transit services. Provide any relevant examples of previous work and/or review for any/all of the desired goal areas. See Attachment A for specific scope of services to be accomplished under this contract.

a. Services Needs Summary

Summarize the Contractor's understanding of Calabasas' needs and the proposed strategy for meeting those needs. Proposed changes to current operating practices should be identified in this section.

b. Service Plan

This section should detail the Contractor's understanding of Calabasas' needs, and commitment to fulfilling those needs. Where changes to current operating practices are proposed, those changes should be fully documented.

- i. Fixed Route – The proposal should identify how the service will be provided and discuss any technology elements that the Contractor is proposing.
- ii. Communications – Describe how the Contractor will communicate with and dispatch drivers in the course of their duties. This includes:
  1. Radio
  2. Telephone
  3. Internet and Intranet
  4. Print Communications
- iii. Customer Information – How will communications systems be used to keep customers informed about the system?
  1. General information
  2. Status of trip requests
  3. Emergency information
- iv. Contractor and Staff Training – Fully describe all training programs that will be implemented (see Attachment A)
- v. Administration and Operational Resources – Summarize the administrative and operational resources plan by position code and number of employees planned for each code.
- vi. Customer Service and Complaints – How will the City's requirements be satisfied?



- vii. Safety – How will the Contractor satisfy State, Federal, and City safety requirements?
- viii. Startup and Transition Plan – The Contractor should identify issues that will be encountered during the service startup phase and how they will be addressed. These will include:
  - 1. Administrative offices – Has the Contractor secured office space that is located within or near the City? If so, where is it located? If not, how will the firm go about securing adequate facilities? A full description of appropriate facilities should be included in this section.
  - 2. Summarize the hiring plan, and how the Contractor will ensure that: experienced, motivated, and knowledgeable employees are ready to provide service on the first day.
    - a. Verification that all staff has cleared background checks to work with children.
  - 3. How will the Contractor coordinate with the current Contractor during the transition period?
- ix. Coordination with City staff – How will Contractor ensure that timely and candid two-way communications are maintained with City staff throughout the duration of the contract? How will the Contractor ensure that the fee at risk included in the contract is fully earned?
- x. Reporting – How will Contractor ensure any and all necessary reporting is provided to City in an efficient manner while maintaining the highest level of accuracy? And provide the following items:
  - 1. Preventative Maintenance Checklist
  - 2. Daily Vehicle Inspection Checklist

### **3. Implementation Timeline**

Please describe the critical path and milestones you will observe when preparing for the service startup date.

### **4. Labor Hours**

Provide a preliminary scope of services and estimate the labor hours separated by task to fulfill requirements as laid forth in the scope of services. Provide information regarding your firm's current staffing, current workload, and availability to provide the subject services in a consistent and reliable manner.

Provide information regarding a system that will be put into place if the initial system is non-operational or overloaded. This includes backup vehicles, personnel, or other pertinent system requirements to be provided at an acceptable cost. Provide information on maximum response time available for riders to continue on their destination. Describe how routes will be covered should there be call-outs, inoperable equipment, or another unforeseen event.

### **5. Statement of Economic Interest**

The Contractor shall disclose any financial, business or other relationships with the City that may have an impact on the outcome of this contract. The Contractor shall also list current clients who may have a financial interest in the outcome of this contract (see Attachments C and D).



**6. Fee Schedule**

The City has determined that the proposed program is subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage rates for all work performed under the Contract. Accordingly, the proposed project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

- a. The fee schedule shall be submitted for the Contractor services outlined in the scope of work. The basis of payment for the services provided under this agreement shall be a maximum not-to-exceed fee. The fee proposal shall be identified for each phase of review.
- b. The proposals submitted for transportation services should be for all transportation programs included in Attachment A. Companies must bid on an hourly service format per program since additional services will be billed to the City at an hourly rate per program.
- c. Provide a sample invoice for one month of service utilizing the information provided in this request.

**7. Submittal**

The Statement of Qualification and Fee Schedule shall be transmitted with a cover letter that must be signed by an official authorized to bind the Contractor contractually, and shall contain a statement that the proposals are valid for a one hundred twenty (120) day period. The letter accompanying the Statement of Qualifications shall also provide the following: name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the Contractor. The cover letter constitutes certification by Contractor, under penalty of perjury, that the Contractor complies with nondiscrimination requirements of the State and the Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the Contractor may be rejected.



## SECTION III: GENERAL PROPOSAL TERMS AND CONDITIONS

### 1. **Communications Regarding RFP**

If a Contractor is in doubt as to the true meaning or intent of any part of the Contract Documents, they may submit to Tra'a Bezdecny, via email ([tbezdecny@cityofcalabasas.com](mailto:tbezdecny@cityofcalabasas.com)), a written request for an interpretation or a correction thereof. Interpretation or corrections of the Contract Documents shall be made only by addendum duly issued by Tra'a Bezdecny, a copy of such addendum will be made available on the City webpage at: <http://www.cityofcalabasas.com/public-notices.html>. Such addendum shall be considered a part of, and incorporated in, the Contract Documents. All timely requests for information submitted in writing will receive a written response from the City.

### 2. **Contract Requirement**

The Contractor to whom the contract is awarded shall execute a written contract with the City within ten (10) calendar days after Notice of Award has been sent by mail to the Contractor at the address given in the Proposal. The contract/agreement shall be made in the form adopted by City and incorporated in these specifications. The Contractor represents that they possess, or have 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.

### 3. **Contract Assignment**

The Contractor shall not assign, transfer, convey, or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City of Calabasas.

### 4. **Non-Discrimination**

In the performance of the terms of this contract, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons because of age, race, color, sex, national origin, or ancestry, or religion of such person(s).

### 5. **Payment Terms**

The City's payment terms are 30 days from the receipt of an original invoice referencing the City's PSA and acceptance of the services.

### 6. **Ownership of Reports and Data**

The originals of all studies, reports, exhibits, documents data and/or material(s) prepared and/or used to comply with any section/condition of these specifications, plus any copies of same required by the agreement to be furnished to the City, shall be deemed to be public records which shall be open to inspection by the public and, as such, shall become and remain the Property of the City.

### 7. **Modification or Withdrawal of Submittals**

Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the Contractor. To be considered, however, the modified proposal must be received by the time and date specified.

### 8. **Property Rights**

Proposals received within the prescribed deadline become the property of the City and all rights to the contents therein become those of the City.



**9. Confidentiality**

Prior to award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

**10. Amendments to Request for Proposals**

The City reserves the right to amend the Request for Proposal by addendum prior to the final proposal submittal date.

**11. Contract Term**

This contract will cover services provided from the date the contract is signed by all parties through the completion of the Services, and may be extended upon mutual consent of the parties. The fee proposed by Contractor must be valid for the entire period unless otherwise conditioned in the Proposal.

**12. Insurance**

The Contractor shall meet the insurance requirements as outlined in the Professional Service Agreement, Section 11: Insurance.

**13. Non-commitment of Department**

This Request for Proposal does not commit the City to award a contract, to pay any costs incurred in the preparation of a Proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified company or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interests of the City to do so.

**14. Public Domain**

All products used or developed in the execution of any contract resulting from this Request for Proposal will remain in the public domain at the completion of the contract.

**15. Termination**

The City reserves the right to terminate this agreement upon thirty (30) calendar days from written notice to the Contractor.

**16. Required Timeframes**

The Contractor office hours shall be open from 7:30 a.m. to 5:30 p.m., Monday through Friday, excluding City holidays, so that the Contractor will be available to City staff.

**17. Statement of Economic Interest**

In accordance with California Government Code Section 87306, the Contractor awarded a contract may be required to file a Statement of Economic Interest, Form 700. If such requirement is made, the filing must be no later than 30 days after the execution of the contract, annually thereafter prior to June 30th of each year for the duration of the contract, and within 30 days of termination of the contract. Failure to file any required statements will result in withholding payment for services rendered (See Attachment C).

**18. Inspections**

City reserves the right to inspect the work being accomplished by the Contractor at any time.

**19. Prevailing Wage**



The City has determined that the proposed program is subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage rates for all work performed under the Contract. Accordingly, the proposed project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

## SECTION IV: EVALUATION AND SELECTION

**Proposals must be submitted by email on or before 2:00 p.m. on April 29, 2024. Proposals received after the date and time specified will not be considered.** Electronic Submittals must be received in the e-mail box listed below. Submittals sent to any other box will NOT be forwarded or accepted. Please use the Delivery Receipt option to verify receipt of your email.

E-mail - [tbezdecny@cityofcalabasas.com](mailto:tbezdecny@cityofcalabasas.com)

Proposals submitted to City must comply with and contain all of the information requested in this RFP. The selected companies must sign an agreement with the terms and conditions shown in the Professional Services Agreement, (Attachment A). Firms are encouraged to promptly notify the City of any apparent inconsistencies or ambiguities found in the scope of services so that an appropriate amendment may be issued. The subject line of the email shall be:

**“Request for Proposal for Public Transportation Services”.**

The City will accept proposals from firms having specific experience, resources and qualifications in the proposed scope of services. Proposals for consideration for this project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed services. Other information required by the City to be submitted in response to this RFP is included elsewhere in this solicitation.

A selection committee will review and evaluate all accepted proposals, and may conduct oral presentations or a combination of both, unless otherwise indicated in this solicitation. The selection committee will have only the response to this solicitation to review for selection of finalists and, therefore, it is important that Contractors emphasize specific information considered pertinent to the services to be provided. Evaluation of the responses will be based on the following criteria:

- Adequacy of proposed approach to the tasks described in Scope of Services
- Experience and qualifications of Contractor to perform tasks described in this RFP
- Adequacy of operational resources and personnel to provide the services in this RFP
- Cost

The company rated as most qualified to provide the requested services will be invited to negotiate a final contract. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified company.

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 proposal.

A Sample Evaluation scoring is provided below. Contractors are encouraged to utilize this to ensure a complete proposal.



Item	Description	Weight
Approach and Deliverables	Proposers are scored on their response to each of the tasks identified in the Scope of Services	20%
Experience, Qualifications, and References	Proposers are scored on the experience of the company and its staff, their qualifications related to providing transit services, and information provided by their references	30%
Operational Resources	Proposers are scored on their financial and operational resources	20%
Cost		30%



ATTACHMENT A: SCOPE OF SERVICES

**1. Project Scope:**

The operation of the Calabasas Shuttle Program consists of the following:

The operation of the Calabasas Transit Program currently consists of the following:

- Seven (7) fixed-route lines (see Attachment **D**: Routes)
  - One (1) Citywide fixed transit route within Calabasas City Limits
  - Four (4) peak-service routes during a.m. and p.m. peak transit demand (tripper service)
  - One (1) summer fixed-route Weekend Trolley (Memorial Day to Labor Day)
  - One (1) summer fixed-route Beach Bus (10-week operation)
- Special Events
  - Periodic and random special events occur throughout the year requiring transportation. Information for these events will be provided on a quarterly basis and no less than 30 days prior to the event.
- Maintenance
  - Nine (9) Shuttle Busses
    - Three (3) Gasoline
    - Two (2) Diesel
    - Four (4) CNG

Insurance requirements for running transit services:

- \$1,000,000 for Comprehensive General Liability
- \$5,000,000 (per occurrence) for Auto Liability.
- \$1,000,000 for Worker’s Compensation
- \$1,000,000 for Pollution Liability

**Bid Schedule**

Item	Description	Unit	Quantity (Annual)	Unit Cost	Item Total Cost
<b>Driver Hours</b>					
1	Line 1 Fixed Route	Hours			
2	Peak Service Route #2	Hours			
3	Peak Service Route #3	Hours			
4	Peak Service Route #4	Hours			
5	Peak Service Route #5	Hours			
6	Trolley	Hours			
7	Beach Bus	Hours			
8	Allowance for Special Events (City-controlled)	Hours	250		
<b>Maintenance to be Provided by Contractor (Section 4)</b>					
9	Maintenance – Oil Changes	EA	40		
10	Maintenance – Tire Rotation	EA	40		
11	Maintenance – Engine & Cabin Air Filter Change	EA	20		
12	Maintenance – Other Fluids (Top-off or Change)	EA	20		
13	Maintenance Allowance – City-controlled (Towing, etc.)	LS	1	\$5,000	\$5,000
14	CNG Fueling Allowance – City-controlled (Section 6.9)	LS	1	\$75,000	\$75,000
15	Cleaning (Section 4)	LS	1		
<b>Administration (Overhead, Office Staff, Customer Support, Invoicing, Revenue Tracking)</b>					



16	Transit Administration (Refer to Sections 2 & 3 below)	LS	1		
17	Reporting (All Required Reporting)	LS	1		
<b>Year 1 Total</b>					
18	Year 2 Increase	%	Year 2 Total		
19	Year 3 Increase	%	Year 3 Total		
<b>Grand Total (3 Year Base Contract)</b>					
20	Year 4 Increase (upon City approval of extension)	%	Year 4 Total		
21	Year 5 Increase (upon City approval of extension)	%	Year 5 Total		
<b>Grand Total (5 Year Contract w/extension)</b>					

City reserves the right to reduce, eliminate, or modify route services at any time during the contract

**2. General Contractor Responsibilities:**

Contractor shall be responsible for the management and operation of the Calabasas Shuttle Program and any optional services purchased by City. Contractor shall manage service in accordance with the guidelines and parameters established herein and the attachments hereto. The omission of a duty or responsibility herein below shall not relieve Contractor of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted with the public transportation industry as being an integral element of operating a transit service.

All facilities, equipment, and services required in the operation and management of said services shall be furnished by Contractor unless specifically identified to be contributed by City in this RFP.

Contractor shall coordinate, manage, and control all necessary program activities which shall include: maintain all vehicles, provide vehicle Contractors and all project personnel, train personnel as necessary, develop administrative procedures, compile financial and non-financial records, and develop methods to improve effectiveness and maximize service efficiency.

Contractor will obtain and provide all required federal, state, and local approvals and permits and will ensure that all vehicle Contractors are properly licensed for the services they are providing. Contractor must also have all applicable state and local business licenses or procure same prior to the start of service. City will provide vehicle licenses and registrations.

**3. Legal & Regulatory Requirements:**

**3.1 Drug and Alcohol Testing:**

The Contractor will be required to comply with FTA drug and alcohol testing regulations in compliance with FTA Master Agreement Section 40, and with other drug and alcohol testing rules and regulations as may be required by the FTA. The Contractor will provide City with any necessary information and documentation in a timely manner to enable City to comply with FTA reporting requirements.

**3.2 Americans with Disabilities Act:**

All service provided by the Contractor on behalf of City shall comply with the applicable requirements of the Americans with Disabilities Act (ADA). The Contractor will submit for City’s review and approval an ADA program and documents used for driver (“Operator”) training.



### 3.3 Reporting:

The City is required by Los Angeles County Metropolitan Transportation Authority (Metro) guidelines to submit accurate data to Metro for multiple reporting submittals throughout the year to the Federal Transportation Administration (FTA). The City participates in these programs with both the Shuttle and Dial-A-Ride programs. The City is subject to significant financial penalties for failure to report auditable data.

The Contractor is responsible to become familiar with all reporting requirements for the Calabasas Shuttle program and to supply accurate financial and operating data which complies with the above described requirements. The City's monthly report requirements have been structured to ensure the collection of data required for the reports; however, the type of information and the reporting format is changed by the FTA on a regular basis. The Contractor shall work with the City to keep up to date on all reporting requirements. This will require Contractor staff to attend meetings with City staff hosted by Metro.

Contractor shall be required to work with City to prepare for the audit; this includes, but is not limited to, pre-audit meetings to ensure all records are current and available. Contractor will also be responsible for meeting with the auditor(s) and making all records available.

### 3.4 Title VI Requirements:

The City is required by Metro to submit triennial Title VI Reports, indicating the City does not discriminate in its provision of services based on race, color, or national origin. The Contractor agrees to abide by the policies set forth in the City's Title VI Notice to Beneficiaries, Public Participation Plan, and Service Standards and Policies document as applicable. A copy of the City's current Title VI Program can be found on the City's Website at <https://www.cityofcalabasas.com/government/public-works/transportation-transit/public-transit-services/civil-rights-program>.

### 3.5 Other Federal Requirements:

The City of Calabasas is a recipient of Federal Transit Administration (FTA) funding for both capital and operating expenses. As a result, the Contractor agrees to comply with all federal regulations as applicable, necessary, or required. Compliance may be audited, and Contractor shall be required to retain and provide any and all records proving compliance.

### 3.6 Other State Requirements:

The City of Calabasas is a recipient of State funding for both capital and operating expenses. As a result, the Contractor agrees to comply with all state guidance and regulations as applicable, necessary, or required. Compliance may be audited, and Contractor shall be required to retain and provide any and all records proving compliance.

### 3.7 Other Local Requirements:

The City of Calabasas is a recipient of Metro and Local Return funding for both capital and operating expenses. As a result, the Contractor agrees to comply with all local guidance and regulations as applicable, necessary, or required. Compliance may be audited, and Contractor shall be required to retain and provide any and all records proving compliance.



NOTE: Contractor shall be liable for the cost of any funding penalties imposed on the City or loss of funds that the City would have otherwise received due to the Contractor's failure to comply with any of the above mentioned reporting requirements.

#### **4. Maintenance Requirements:**

Vehicles provided for revenue service of the Calabasas Shuttle Program are owned by the City. All vehicles and vehicle equipment required by this RFP shall be maintained by the Contractor in good repair and in a condition satisfactory to the City. The Contractor shall assume all responsibility for the proper maintenance of the vehicles. The Contractor will be responsible for licensing of this equipment and must comply with all applicable federal and other statutes and regulations governing its use.

It shall be the expressed responsibility of the Contractor to assume all coordination with the original manufacturer of the vehicles and equipment used for service operations if necessary to keep the vehicles and equipment in safe and good operating condition; this applies to any City-owned, Contractor-owned, or leased vehicles. This shall include negotiating and processing all vehicle warranty claims through the manufacturer's own warranty department, and responsibility for collection of any monies, extended warranties, or credits as a result, for the length of time the warranty is in effect.

Proposers experienced in operating and maintaining alternative fuel vehicles should indicate so in their proposal. The City currently owns vehicles fueled by compressed natural gas (CNG), diesel, and unleaded gas and has a Zero-Emission Vehicle Plan in place which calls for the introduction of electric vehicles during the proposed contract period.

Contractor shall perform the duties and accept responsibilities set forth below in connection with the maintenance and repair of Revenue and Non-Revenue Vehicles, Equipment, and Facilities. All non-revenue vehicles, equipment, tools, spare parts and facilities required to operate the service will be provided by the Contractor.

Contractor shall not defer maintenance and repair for reasons of shortage of maintenance staff or operable buses, nor shall service be curtailed for the purpose of performing maintenance and repair without prior written consent of the City. Contractor shall adjust the work schedules of employees as necessary to meet all scheduled services and complete preventive maintenance and repair activities to the schedule approved by the City.

The City will not be responsible for payment of any traffic or parking ticket fines incurred by any of the Contractor's employees. Contractor shall be responsible for the total cost of repairing physical damage to buses that occurs under Contractor's control, whether or not Contractor's employees were at fault.

##### **4.1 Preventative Maintenance:**

The Contractor shall be responsible for the preventative maintenance of all vehicles. Preventative maintenance inspections must occur every 45 days or 3,000 miles, whichever comes first. These inspections must be completed in compliance with Federal Preventative Maintenance Inspection requirements and be reported to City monthly.



4.2 Daily Vehicle Servicing:

The Contractor shall perform and record daily vehicle servicing on all vehicles used in revenue service. Contractor shall detail in the Work Plan what daily servicing will occur in order to maintain vehicles in proper working condition.

4.3 Vehicle Cleaning:

The Contractor shall maintain vehicles in a clean and neat condition at all times. A record of interior and exterior vehicle cleaning shall be maintained in the Maintenance Manager's office, or other designated maintenance shop location, and reported to City monthly. At a minimum, the following cleaning procedures must be completed during the intervals as noted, or as otherwise deemed required.

4.3.1 Daily Cleaning:

- Vehicle Sweeping
- Litter and Debris Removal
- Spill Cleaning
- Interior and Exterior Graffiti Removal

4.3.2 Weekly Cleaning:

- Exterior Washing
- Interior Vehicle Cleaning (unless needed more frequently)
- Window replacement if glass is scratched (if the glass is broken or cracked, it must be repaired/replaced immediately)

4.3.3 Quarterly Cleaning:

- Deep Cleaning
- Waxing

4.3.4 As Needed Cleaning:

- Fumigation
- Seat Cleaning or Replacement

4.4 Mechanic:

All mechanics need to have any applicable certifications required to perform work associated with maintenance of the fleet. The Contractor shall provide technical training of maintenance and repair personnel necessary to ensure a consistent level of current, thorough knowledge in the maintenance and repair of the vehicles, including air conditioning systems, wheelchair lifts/ramps, electronically controlled engines and transmissions, CNG engines, and other ancillary equipment.

4.5 Demand Maintenance:

The Contractor shall be responsible for the maintenance and repair of all vehicles, communication systems, and all other equipment, furnishings and accessories required in connection with its operation of the service in a clean, safe, sound, and proper operable condition at all times and fully in accord with any manufacturer recommended maintenance and repair procedures and specifications, as well as with the applicable requirements of any federal, state or local statute. All repairs shall be performed by Contractor or by other vendors and suppliers designated by the Contractor. Repairs shall include,



but not be limited to, work to correct loss or damage; adjustments due to normal wear and tear; and overhaul, rebuilding, or replacement of components (i.e. lubrication, brakes, tires, and other soft components to vehicles). Repair work shall be conducted as soon as practicable upon learning that such work is required.

The City of Calabasas shall be responsible for all costs associated with major repairs including but not limited to the following: engine, transmission, and major drive train components. All repairs and parts shall pertain to the manufacturer's warranty.

#### 4.6 Mechanical Road Calls Response Time:

The Contractor shall be responsible for dispatching a replacement bus within 10 minutes in the event a vehicle deployed for or in-revenue service becomes disabled due to mechanical breakdown or accident. If the delay of service is 20 minutes or longer, the Contractor shall notify the City's Transit Manager via the agreed upon communication protocol.

#### 4.7 Vehicle Towing:

In the event that towing is required due to mechanical failure or damage, the Contractor shall be responsible to provide towing at the City's expense (see line item 13 above).

#### 4.8 Maintenance Records:

As required by California Code of Regulations 13 (13 CCR), the Contractor shall maintain a current vehicle file in chronological order. At a minimum, the following information must be kept in this file:

- Maintenance Repair Work Orders
- Preventive Maintenance Schedule Reports
- Contractor's Defect Report (Pre-operation and Maintenance Record cards)
- Report of Trouble
- Quality Assurance Inspection Reports
- CHP Terminal Inspection Reports
- Vehicle Smoke Emissions records

All maintenance work orders and report files shall become a permanent part of the Contractor's file. Records shall be made available to the City or its representative monthly, and the California Highway Patrol and/or such other regulatory agencies with jurisdiction when requested. Original copies of all such records shall remain on file at all times at the Contractor's local facility. Contractor shall provide the original copies to the City at the termination of the Agreement.

#### 4.9 Vehicle Systems:

##### 4.9.1 Wheelchair Lift/Ramp/Securement Systems:

The Contractor will ensure that wheelchair lifts, ramps, and securement systems are operational on all vehicles in the fleet. All broken systems must be repaired within 24 hours.

##### 4.9.2 Climate Control:

Contractor shall maintain the heating and air conditioning units in proper working condition so that they are available at any time during the service hours and offer the most comfortable environment inside the vehicle regardless of the outside climatic conditions. Contractor shall require that drivers continually monitor climate control units during the day to ensure that they are operating properly. In-



service vehicles without working heating or air conditioning will be exchanged within one round trip or sooner. In April of each year of the contract, Contractor will provide the City's Transit Manager with a schedule for inspection of air conditioning units to ensure they are ready for late spring and summer heat conditions.

4.9.3 Fare/Passenger Collection:

The City is responsible for selling annual passes and/or individual tickets to the public. The drivers must verify that every passenger presents a pass and or a shuttle ticket at the time of boarding the buses. The drivers shall not accept money as a form payment for the fare.

4.9.4 Real-Time Transit Vehicle Arrival Information Systems:

The Contractor shall maintain the City's Real-Time Information Systems and ensure proper use by drivers of the system.

4.9.5 Fire Suppression Equipment:

Contractor is responsible for obtaining regular certifications as required for fire extinguishers and fire suppression equipment installed on the vehicles in the fleet.

4.9.6 Bike Racks:

Contractor is responsible for replacing any bike rack damaged during the Agreement. Contractor shall maintain a sufficient spare parts inventory to ensure that racks damaged are replaced within two (2) weekdays.

4.9.7 Engine, Transmission, and Differential:

Contractor shall be responsible to monitor the condition and performance of vehicle engines, transmissions and differentials so as to maximize useful life and avoid costly catastrophic failures. At a minimum, the Contractor's monitoring and reporting program shall consider miles accumulated; fuel, oil transmission fluid and differential oil consumption trends; loss of power; and erratic performance.

4.10 Body Damage:

Contractor is responsible for repairing all vehicle body damage in a timely manner. Should the vehicle need extensive body repairs, the Contractor shall provide the City with a timeline for the repairs to be completed. Normal body damage must be repaired within 72 hours of occurrence.

4.11 Revenue Vehicle Paint & Decals:

All vehicles utilized in the fixed-route fleet are required to have each service's logo/decal on them and the approved artwork as well. The City will provide the paint color-scheme, logo/decal design, and artwork for each service as needed. Contractor is responsible for the expense of the fabrication of these items and placing Contractor's logos/decals on the vehicles. Contractor shall be responsible for the maintenance and upkeep of the logo/decal and artwork on the vehicles. Vehicles currently in service already have the required logo/decal and artwork and current Contractor logo and information. For any additional vehicles provided by the Contractor, the City will work with the Contractor to identify the equipment for the vehicle including but not limited to headsigns, ad racks, schedule holders, and bike racks, as required.



Contractor must paint all damaged vehicles to match the original color scheme. Contractor shall also procure a supply of decals to replace any damaged decals during the term of the Agreement.

4.12 Inspections:

4.12.1 City Vehicle Inspections:

City shall have the right to inspect any and all vehicles or cause same to be inspected at any time, with or without prior notice to Contractor, provided, however, that unless City determines in its sole discretion that emergency conditions or factors affecting safety or security require otherwise, City shall give at least 24 hour notice of any such inspection.

4.12.2 CHP Terminal Inspection:

The Contractor must make all vehicles available for inspection by the California Highway Patrol (CHP) as necessary. The Contractor must also follow CHP maintenance record guidelines and make all records available for inspection. The Contractor must notify the City within 24 hours when a CHP inspection has occurred.

4.13 Return of Revenue Vehicle Audit:

At least thirty (30) days prior to the termination date of the Agreement, the City, the Contractor, and the new Contractor (if any) taking over operations and maintenance responsibility, shall participate in a revenue vehicle audit. The audit will be performed by an independent Contractor, selected by the City, which is experienced in transit vehicle operations and maintenance and vehicle inspections. This audit will occur regardless of whether a new contractor is taking over operations and maintenance. The Contractor shall pay all costs associated with hiring the audit Contractor.

The audit will establish the condition of the Revenue Vehicle fleet, as of the audit date, and to determine the specific repairs and maintenance that needs to be performed, by vehicle, in order to assure that all Revenue Vehicles will meet the vehicle condition requirements specified in the Agreement. The Contractor shall be solely responsible for promptly completing all repairs and/or maintenance identified in the audit as necessary to meet such vehicle condition requirements; and shall also be solely responsible for the cost of all such repairs and maintenance. If at the time there are also leased vehicles being used for revenue service, where applicable, these terms shall also apply to the leased vehicles, unless otherwise covered in the lease agreement.

**5. Facility Requirements:**

5.1 General Requirements:

Contractor shall establish and maintain its operations headquarters at the Contractor's supplied operations and maintenance building. Contractor shall, as an integral part of the operating headquarters, equip and furnish the office, dispatch area, operator, training, and maintenance areas with all equipment required to conduct business. Contractor must disclose any other transit services which they intend to operate out of the chosen facility.

5.2 Administrative Offices:

The Administrative Offices must, at a minimum, have the following components:

- Key Personnel Offices
- Dispatch Area
- Driver Room





- Meeting Area for ten (10) or more people

### 5.3 Maintenance Area:

Contractor shall provide a facility with sufficient repair bays to maintain the vehicle fleet. The facility must meet all requirements for the maintenance of all vehicles, including any special requirements for CNG and electric vehicles. Contractor shall equip the facility with all the tools, equipment, and spare parts necessary for the maintenance and repair of Revenue and Non-Revenue Vehicles in accordance with the Agreement.

### 5.4 Vehicle Parking and Deployment:

The City is currently storing all its vehicles at a City-owned Old Town Park-and-Ride on Calabasas Road between Park Granada and El Canon Avenue. The Contractor may continue to use this site to park City vehicles. The Contractor shall provide a parking plan of fleet to the City upon award of Agreement. Such plan may propose a different site if available to the Contractor. The City reserves the right to store the vehicles at a different location within the City of Calabasas.

Contractor is responsible for addressing employee parking. Contractor employee parking must abide by all parking regulations and will not receive any exemptions.

### 5.5 Communication Equipment:

At a minimum, Contractor must ensure that phone and internet services provided are sufficient to effectively and efficiently support the shuttle system. Contractor must have the following phone and Internet services available from their facility:

- Phone Lines- Sufficient number of phone lines for Contractor's internal and customer service functions.
- Computer Network- Contractor shall have a standing (fixed) IP address and coordinate with City to have the address added to the City's Firewall. Contractor is required to have high-speed internet that will allow for the Transit Vehicle Arrival Information System to be used properly by Contractor.

During the duration of the contract, the City may provide city-owned and maintained fare collection and route management hardware and software. The City will be responsible for the installation of any such equipment. The Contractor's drivers and staff shall operate the equipment and the City would provide the required training.

## 6. Vehicle Operator:

Contractor will operate Calabasas shuttle services as specified by City and in strict accordance with the operating schedules and routes set forth in this document, and shall provide such service in a safe, professional, and courteous manner. Contractor shall ensure a sufficient number of operators, both regularly-scheduled and extra board (cover or relief), to provide consistent and reliable service.

### 6.1 Vehicle Operator Requirements:

#### 6.1.1 Proper Licenses:

All Operators must have a current, valid Class B license with Passenger Endorsement, a current Transit Training Certificate (VTT), and Medical Card. In addition, at least one office staff member on duty must have all above licenses and certifications.



6.1.2 Contractor ID Cards:

Operators must always wear a shoulder patch on the right arm, easily visible to boarding passengers, which contains the following: Employee Name or Employee Number, and Contractor Name. This requirement further applies to any shirt, sweater, or jacket worn on the outermost layer by an operator.

All Contractor employees must be clearly identifiable at all times while providing services under the Agreement.

6.1.3 Drug and Alcohol Testing:

Contractor shall develop, implement, and maintain an employee alcohol and substance abuse testing program, subject to the City or its representative approval, for all employees in safety-sensitive positions including personnel engaged in the operation, maintenance and repair, and control of vehicles and equipment. Such program will comply with all applicable requirements as established by the Federal Transit Administration or by other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991.

6.1.4 Background Check:

Contractor shall use appropriate employee screening and selection criteria to assure the employment of the best qualified applicants available, emphasizing competence, courtesy, reliability and good customer service skills. It is also important to the City that employees can communicate in English with customers and complete written reports in a clear, concise, and legible manner. These criteria shall include but not be limited to checking an applicant's driver's license records through the California Department of Motor Vehicles, pre-employment physical examinations, and drug/alcohol screening tests.

Contractor shall make all reasonable efforts to ensure that employees having contact with the public in the course of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude during the time of their employment shall not be permitted to continue to hold a position of employment involving contact with the general public. Contractor shall conduct a "Live Scan" DOJ & FBI check to determine criminal background of employees. The background checks must be completed prior to hiring and every two years by the Contractor.

At change of Contractor, or at any point during the term of this Agreement, the City reserves the right to review all employees who may be retained from the old Contractor and to ask they be reassigned to other duties within the Contractor's organization if the City believes, based on past performance, the employee is not well-suited for the duties required in their current position.

6.2 Vehicle Operator Responsibilities and Procedures:

6.2.1 General Duties:

In addition to the safe operation of the vehicle, Operators must also perform the following general duties:

- Operate wheelchair lift and secure wheelchair passengers.



- Record passenger counts.
- Change Destination Sign information as needed.
- Data collection as necessary.
- When requested, provide passenger assistance during boarding or alighting.
- Other duties as necessary.

#### 6.2.2 Communication Skills:

Operators must uphold the City's high-quality customer service expectations by performing the following duties:

- Effectively communicate using English both verbally and in writing as solely determined by the City.
- Provide assistance to passengers of limited English proficiency, including directing such passengers to where they can receive more information regarding Calabasas's shuttle service.
- Proactively communicate with passengers to disclose, explain, or answer questions about unscheduled stops, recovery points, driver switches, or other interruptions to service, including the approximate amount of time each occurrence will last.
- Proactively communicate with passengers when passengers board a bus that is either going out of service or completing its last trip of the day.

#### 6.2.3 Distribution of Materials:

Operators will, when requested by the City, hand out notices to passengers or otherwise render assistance in customer relations, promotion, marketing, monitoring and supervisory functions.

#### 6.2.4 Pre-Trip Inspections:

Operators must conduct a Pre-Trip inspection prior to taking a vehicle into revenue service. The inspection must meet the federal and state requirements for commercial vehicle inspections. Contractor must allow sufficient time to conduct this inspection without delaying scheduled revenue service. Contractor must provide pre-trip records to City monthly.

#### 6.3 Operator Uniforms:

The City and the Contractor shall agree upon a standard uniform. Operators shall be in uniform at all times while in service or otherwise on duty. Contractor shall provide Operator uniforms to its employees. Contractor shall be responsible to ensure that Operators wear these uniforms and maintain a neat and clean appearance while on duty.

#### 6.4 Safety:

Operators are required to follow all local, state, and federal road, driving, and traffic laws, including but not limited to wearing a seatbelt and refraining from cell phone usage while the vehicle is in motion.

#### 6.5 Revenue Service:

Contractor should differentiate between in-revenue service and out-of-revenue service when supplying any pertinent information per the FTA's definition of revenue service.



## 6.6 Lost and Found

The Contractor is responsible for storing lost and found items in a secured location for 30 days. The Contractor will keep a log that has information about who found the item, where it was found, and the date and time it was found. After 30 days, the Contractor must donate any unclaimed items to a local charity and report this information to the City.

## 6.7 Operator Training and Performance:

### 6.7.1 General Performance and Procedures

The Contractor shall provide Operator training and retraining that shall meet generally accepted transit industry standards and in compliance with 13 CCR as it relates to transit bus vehicle laws and regulations. An outline of the training program, including periodic updates, shall be on file in the office of the City's Transit Manager. All Operators, dispatchers, customer information personnel, and supervisors shall participate in the program.

Driver training shall at a minimum include the following components:

- Vehicle Operation:
  - Includes training on vehicle orientation, safe bus operation and pre-trip inspections, route and schedules orientation, and on-time performance.
- Safe Vehicle Maneuvering
- Defensive Driving Training:
  - Program must include the National Safety Council's defensive driving instruction.
- Federal Drug & Alcohol Regulations:
  - All necessary employees shall be trained about the requirements contained in the DOT Drug & Alcohol regulations.
- General Vehicle Handling and Safety
- Passenger Assistance Techniques
- Passenger Relations, including knowledge of how passengers can file complaints
- Comprehensive knowledge of City's transit system including routes, stops, transfer locations with other agencies such as Metro and LADOT, and familiarity with key points of interest, and general route frequency and hours of operation for all City transit.
- Farebox Training, including full understanding of fare policies of the City
- ADA Requirements & Sensitivity Training:
  - All drivers must be trained to comply with Title II of the Americans with Disabilities Act (ADA) of 1990, and any additional ADA or Federal Transit Administration (FTA) training or testing that may be required by law.
- Usage of Transit Vehicle Arrival Information Systems components on vehicles

### 6.7.2 Route Training

Each Vehicle Operator will be trained on each Route operated by the Contractor for the City. This training must include driving each Route completely in Non-Revenue and Revenue service with a Road Supervisor or Trainer. When service changes are made, Contractor shall ensure that all Operators are familiar with the new routes and/or schedules.



## 6.8 Schedule Adherence:

### 6.8.1 Operating Ahead of Schedule – Fixed Route

In the event that a route operates ahead of its scheduled time (a.k.a., “runs hot” or “early”), Contractor shall take all available steps to restore on-time performance. Contractor shall establish procedures, subject to City review and approval, to restore on-time performance while keeping service interruptions at a minimum. Contractor shall contact the City as soon as possible through the designated communication protocol of any service running ahead of schedule.

### 6.8.2 Operating Behind Schedule – Fixed Route

In the event that a route operates more than ten minutes behind schedule, Contractor shall take all available steps to restore on-time performance. Contractor shall establish procedures, subject to City review and approval, to restore on-time performance while keeping service interruptions at a minimum.

Contractor shall contact the City as soon as possible through the designated communication protocol of any late or missed service. Failure to do so will result in Fines (Section 9.2).

## 6.9 Fueling:

The City is in an agreement with the **Malibu Canyon Shell gas station located on Las Virgenes Road to provide fuel for the City vehicles.** The City receives invoices directly from the gas station. Should it become necessary for the Contractor to purchase fuel for vehicles, the City will reimburse the cost. The cost of the purchased fuel must be reflected on the monthly invoice to be paid by the City.

The Contractor shall make arrangements for fueling CNG busses. There are 4 fueling stations between 7 and 15 miles of City Limits that can be utilized. Contractor shall ensure no disruption to service due to fueling. The cost of purchased CNG fuel shall be billed to line item 14 above.

### 6.9.1 Travel Time:

City will only pay for revenue service hours. City will not pay for time spent going to and from fueling facilities or time spent fueling vehicles. The City will audit and inspect the use of fuel by Contractor and shall deduct from payments due Contractor any fuel, at City's cost plus a charge for administrative overhead, provided by the City and not used for services hereunder.

The Contractor shall account for revenue time in accordance with procedures established for NTD reporting.

## 6.10 Exterior / Interior Advertising & Public Notices:

The City reserves the exclusive right to place advertising material on the interior and/or exterior of the Revenue Vehicles. Contractor shall not install any advertising material on the interior or exterior of the bus except as directed by the City. Should the City choose to have an advertising program, the Contractor shall cooperate with the City's advertising vendor and shall make reasonable efforts to allow the vendor to install and remove advertising at the Contractor's maintenance facility.



The City of Calabasas does not own a transit operations and maintenance facility for its shuttle and Dial-A-Ride services. To date, the operations and maintenance facility has been provided by the contractor per their agreement with the City.

**7. Management Responsibilities:**

**7.1 Supervisor Responsibilities:**

**7.1.1 Accidents**

All traffic accidents involving transit system vehicles, regardless of injury, shall be immediately reported to the appropriate law enforcement agency. The City's Transit Manager shall be notified via the agreed upon communication protocol (email and/or phone) by Contractor of all accidents and incidents within four (4) hours. In cases involving injuries where person(s) are transported for medical attention, the Contractor shall notify the City's Transit Manager immediately.

The Contractor shall have an accident investigation program that identifies the roles and responsibilities of the individuals responsible for investigating accidents, including notification, response, and investigation. The accident investigation program must be designed to identify the root cause of accidents and provide a path to eliminate the root cause and prevent similar types of accidents in the future.

Contractor will request that the law enforcement agency respond to investigate the accident. Contractor will supply the City with copies of all accident and incident reports and photos within twenty-four (24) hours of the occurrence. Reports shall include, at minimum, line and route information, name of driver, actions leading up to, during, and after the accident, information for each passenger onboard, and information of how passengers made it to their final destination.

**7.1.2 Incidents**

Contractor is responsible for responding to passenger incidents. All incidents must be logged and a legible, concise corresponding report must be filed. City must be notified no later than close of the business day of an incident occurring with follow-up of any applicable Operator, Field Supervisor, and other incident reports electronically scanned and sent by email the following business day.

**7.1.3 Detours, Stop Closures, and Temporary Stops**

Contractor will deviate from established routes when necessary to avoid construction, detours, and vehicles or other obstructions within the public right-of-way. Contractor is responsible for routing of any detours and must post temporary out-of-service signs and/or temporary stop signs at stops as necessary. Contractor shall notify City by the agreed upon communication protocol (email and/or phone) of such obstruction-caused deviation(s) or stop closures as soon as is practicable upon learning that the deviations or stop closures are or may become necessary.

**7.2 Dispatcher and Customer Service Representative Responsibilities:**

Contractor shall provide sufficient personnel during non-peak and peak hours of operation. Personnel shall be trained in customer service techniques and to be sensitive to the special needs of the elderly and individuals with disabilities. City and Contractor will arrive at a mutually agreed



upon protocol for answering the phone, including, but not limited to, the standard verbal greeting and how to handle placing customers on hold. Personnel shall have access to [tracking] software to provide efficient and concise information. Contractor shall report weekly a summary of all communication received.

#### 7.2.1 Telephone Service

Contractor shall provide trained personnel to answer telephone requests for service for fixed-route service. Contractor shall provide a phone system that includes multiple lines sufficient to handle the expected call volume, recording capability, and timing capability. Hold times may not exceed 60 seconds for any call. Personnel will be responsible for the following inquiries:

- Scheduling information
- Questions concerning delays
- Lost items
- General complaints

#### 7.2.2 Customer Service

The City will email all customer correspondence to the Contractor as they are received. The Contractor shall make at least three documented attempts to contact each customer filing a complaint within five calendar days in order to discuss the complaint and resolution if any. The Contractor shall also provide the complaint resolution to the City via the agreed upon communication protocol no later than five calendar days from receipt of the information.

Contractor shall report to the City all customer correspondence or complaints received directly to or at their offices. The Contractor shall inform the City within one working day of the communication and shall follow the procedures noted above for resolution of any complaints, including weekly reporting of correspondence.

Resolution of any customer complaints including employee discipline is the sole and complete responsibility of the contractor. Contractor shall notify the City of any discipline imposed on an employee which discipline arises from a customer complaint or any other issue directly related to the performance of this contract.

### **8. Safety and Emergency Procedures:**

Contractor shall assume full responsibility for ensuring that the safety of passengers, operations personnel, and all vehicles and equipment are maintained at the highest possible level throughout the term of the Agreement. Contractor shall comply with all applicable California Highway Patrol and OSHA requirements, including pull notices. Contractor shall furnish the City with copies of annual CHP vehicle/equipment inspections and CHP safety compliance reports within five working days of the inspection.

Contractor shall develop, implement and maintain, in full compliance with any applicable local, state, or federal regulations or requirements, a formal safety and accident prevention program including monthly safety meetings, participation in safety organizations, safety incentives offered by Contractor to Operators and other employees, and participation in risk management activities under the auspices of the Contractor's insurance carrier or other organization. Contractor shall



provide a copy of said Safety Program and subsequent program updates to the City or its representative.

Contractor shall participate in the State of California Department of Motor Vehicles “Employer Pull Notice Program” for appropriate monitoring of employee driver license activity.

Contractor will require all Operators, control room personnel, vehicle maintenance and repair mechanics, and supervisors to participate in the safety program and ensure all records are current and available.

8.1 Accident, Emergency, and Incident Procedures – General:

The Contractor shall be responsible for the enforcement of policies with regard to operational emergencies. The City may revise or establish additional policies. The Contractor shall notify through the City agreed upon communication protocol of each occurrence as soon as possible but no later than the end of the day of the occurrence, unless otherwise specified in this RFP. A written incident report will be transmitted to the City by the following business day. The Contractor shall be responsible for the handling and resolution of all operational emergencies and contingencies including, but not limited to, the following subsections.

8.1.1 Hazardous Conditions

Vehicle Operators shall report all hazardous road conditions or observed issues with furniture in bus zones (e.g., downed trees, missing or downed bus signs, graffiti on bus benches, malfunctioning signals, broken curbs at bus stops, etc.) in the City to the Contractor’s supervisor. Contractor, in turn, shall immediately notify the City of such conditions and shall take necessary precautions to safeguard passengers and personnel.

8.1.2 In-Service Vehicle Failures

The Contractor shall require the vehicle Operators to report any in-service vehicle failure to the Contractor’s supervisor. The supervisor will attempt to ascertain the problem, use good judgment, and instruct the vehicle Operator to take appropriate corrective action. If necessary, the supervisor will immediately send a spare vehicle to the location and the Operator and passengers will change vehicles and continue in service. The Contractor, if necessary, shall send a mechanic to the location in order to take corrective measures and/or supervise the towing of the vehicle.

8.1.3 Wheelchair Lift/Ramp Failure

The Contractor shall be responsible for the proper operation and maintenance of all wheelchair lifts or ramps. The Contractor shall require vehicle Operators to report all in-service lift or ramp failures to the Contractor’s supervisor. Wheelchair lifts and ramps shall be inspected daily as part of pre-trip inspections. If the lift or ramp fails while attempting to board a wheelchair passenger, the supervisor shall promptly arrange for alternate transportation for the passenger in the wheelchair inconvenienced by the equipment failure. If the lift or ramp fails while attempting discharge of a wheelchair passenger, the Operator shall manually operate the equipment and notify the supervisor. The supervisor shall arrange a vehicle change as quickly as reasonably possible following any lift or ramp failure.





8.1.4 Passenger Disturbances

The Contractor shall instruct vehicle Operators to report nonpayment of fares; graffiti or other vandalism on the vehicles; pushing, shoving and other disturbing or dangerous conduct; and other serious passenger disturbances to the vehicle Operator's supervisor. The supervisor shall use good judgment in handling passenger disturbances which occur on the bus or at the bus stop by appraising the situation, issuing appropriate instructions to the Operator and requesting law enforcement assistance if necessary.

8.1.5 Medical Assistance to Passengers

The Contractor's employees shall use good judgment in responding to passenger accidents, injuries, or illnesses occurring on the vehicles. In the event of a passenger requiring medical assistance, the vehicle Operator shall immediately advise the Contractor's supervisor of the situation and location of the vehicle and the supervisor shall notify the appropriate fire department, police department, or paramedics for assistance.

8.1.6 Accidents

The City requires the Contractor to have an accident and emergency notification program that keeps the City notified of accidents or emergencies and the progress of claims to assure City that claims are promptly and fairly handled. The Contractor shall require all vehicle Operators to report any accident or incident involving the vehicle to the Contractor's supervisor. The supervisor shall use good judgment in handling the situation, and shall immediately notify Sheriff or Fire department if necessary or if passengers were onboard at the time. The Contractor will complete an accident report approved by City with a copy sent to the City no later than the start of the next service day. The Contractor shall submit all accident-related reports to the DMV as required. Contractor must assume all liability for accidents and workers' compensation claims, etc.

8.1.7 Emergencies and Natural Disasters

In the event of an emergency or natural disaster, Contractor shall make available, to the maximum extent possible, transportation and communications services and facilities to assist the City in ameliorating such incidents. To the extent the City requires Contractor to provide such emergency services and facilities, Contractor shall be relieved of the obligation to fulfill the duties and responsibilities to operate services herein above contained. Further, Contractor shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by Contractor and the City following the conclusion of the emergency or disaster, or at such other time as they may mutually agree.

**9. Performance Standard and Fines:**

The Contractor will strive at all times to provide service in a manner which will ensure responsive service to transit customers, while at the same time maximizing service reliability and safety. In order to identify key areas of concern to the City, various performance standards are described below for which fines may be assessed when service falls below the standards. The City may elect to change, modify or add performance measures during the term of the contract to ensure a high level of customer service.



9.1 Fixed Route Minimum Performance Standards:

<b>Service Operation</b>	Vehicles shall be operated with primary regard for the safety, comfort, convenience, and overall satisfaction of passengers and the general public.
<b>Service Schedule</b>	Service shall be provided as scheduled or according to any adjusted schedule established by the City, including route modifications required as a result of construction, special events, or declared emergency
<b>On-Time Performance</b>	<p>A vehicle will be noted as “on-time” if it leaves a stop no sooner than one minute before the scheduled time and no later than five (5) minutes after the scheduled departure time.</p> <ul style="list-style-type: none"> <li>• 85% of departures must be made “on-time.” If at more than 15% of scheduled departures do not occur within five minutes after the scheduled departure time, On-Time Performance will be considered insufficient and subject to notice.</li> <li>• There will be zero tolerance for vehicles running more than one minute ahead of schedule (“hot”).</li> <li>• There will be zero tolerance for On-Time Performance violations on the first trip of any route.</li> </ul>
<b>Missed Trips</b>	<p>Operational difficulties that result in missed or delayed trips or vehicles not operating as required by the Agreement must be reported immediately to the City.</p> <ul style="list-style-type: none"> <li>• 90% of cumulative distance (in miles) will be met per single trip; when more than 10% of a trip distance (in miles) is not completed, it will be considered a missed trip unless otherwise approved by the City.</li> <li>• All timepoints will be met per single trip; unless otherwise approved by the City.</li> </ul>
<b>Communication Between City and Contractor</b>	City and Contractor shall develop agreed upon communication protocol detailing how information is conveyed and will establish time periods for different events. These procedures are intended to ensure that City Staff is aware of passenger concerns, complaints, and operational problems. Vehicle operators are to report passenger complaints or operational problems immediately to Contractor staff who will ensure that appropriate measures are taken to correct the problem.



## 9.2 Fines:

Any breach of this Agreement by Contractor could result in substantial damages and injury to the public and City in amounts which are difficult to ascertain with specificity at this time. Therefore, certain dollar amounts are established here for the identified standards. Fines may be waived if due to a manufacturer defect existing in a vehicle or series of vehicles.

The fines described below may be instituted by the City no sooner than two months after the initiation of the service, with the exception of the On-Time Performance Failure described below.

The City's may elect to not assess a penalty at any occurrence; however, this does not prohibit the City from assessing a penalty in the future for a similar occurrence. In addition, the fines detailed in this section shall not relieve Contractor of its obligations to satisfy each and every requirement under the terms of the Agreement.

The invalidity or unenforceability of any particular assessment established in this Section shall not affect the validity or enforceability of other assessments established in this Agreement.

The City's Transit Manager (or other city representative as determined by the Public Works Director) and Contractor's General Manager will meet per a mutually agreed upon schedule to review potential deficiencies. At the close of each of these meetings, a determination will be made as to what, if any, fines will be assessed. The Transit Manager's decision with regard to the assessment of payment reductions is final and may not be appealed. After fines are assessed, the rate of consideration shall revert to the rates specified in the Compensation section of the Agreement until the next assessment is made.

This Program does not lessen City's right to declare a material breach of contract for non-compliance reasons, nor does it constitute a waiver of any other remedies provided by law. This program is in addition to, and not in lieu of, all other City remedies for failure to perform the Agreement.



	<b>Item</b>	<b>1<sup>st</sup> Offense</b>	<b>2<sup>nd</sup> Offense</b>	<b>3<sup>rd</sup> or More</b>
1	On-Time Performance (per Section 9.1): Failing to maintain 85% on-time performance by leaving at a timepoint earlier than one minute or later than 10 minutes and/or failure to complete 90% of the miles of a route.	Warning	\$25 per On-Time Performance Violation	\$50 per On-Time Performance Violation
2	Reporting (per Section 7): Failing to submit reports and/or data when requested.	Warning	\$500 per report	\$1,000 per report
3	Vehicle Systems (per Section 4)	Warning	\$250 per incident, per vehicle, per day until completed	\$500 per incident, per vehicle, per day until completed
4	Vehicle Condition (per Section 8)	Warning	\$25 per incident, per vehicle, per day until completed	\$50 per incident, per vehicle, per day until completed
5	Body Damage (per Section 9)	Warning	\$250 per incident, per day until completed	\$500 per incident, per day until completed
6	Pre-Trip Inspection (Per Sections 6 and 8)	Warning	\$100 per inspection not completed	\$500 per inspection not completed
7	Operator Uniforms (Per Section 6)	Warning	\$25 per incident	\$50 per incident
8	Supervision Responsibilities (Per Section – All Section)	Warning	\$100 per incident	\$200 per incident
9	Safety and Emergency Procedures (Per Section 8)	Warning	\$500 per incident	\$1,000 per incident

ATTACHMENT D: TRANSIT ROUTES

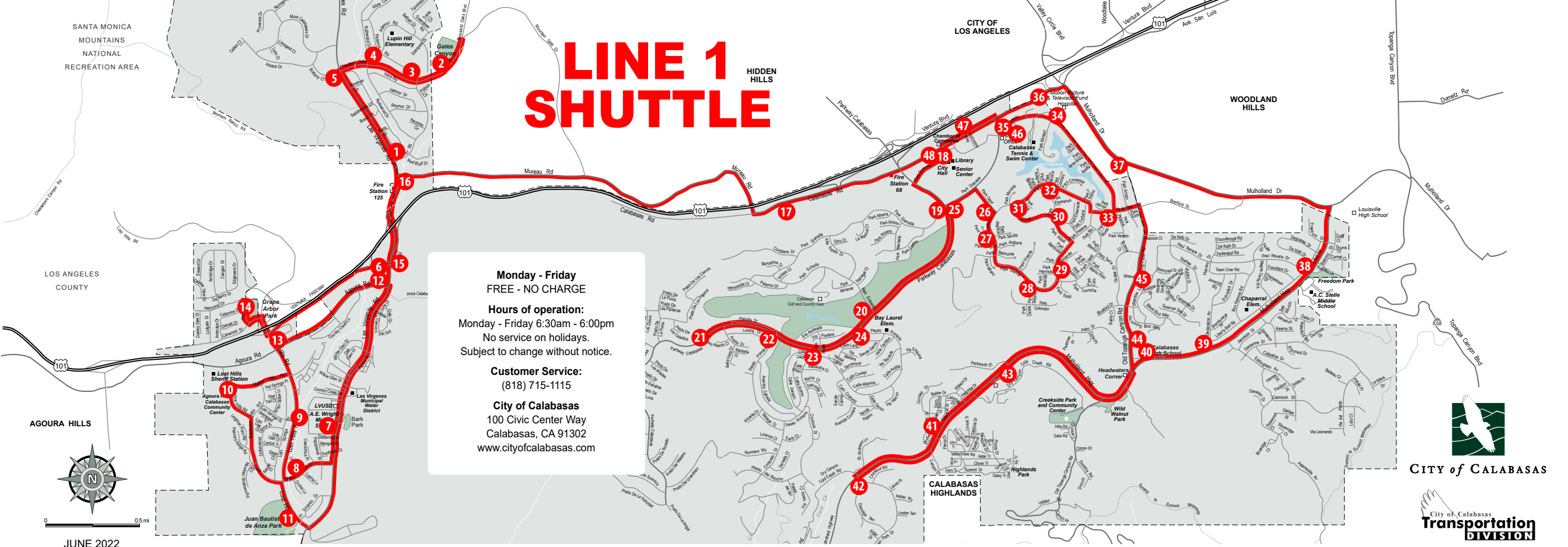
# LINE 1 SHUTTLE

**Monday - Friday**  
**FREE - NO CHARGE**

**Hours of operation:**  
 Monday - Friday 6:30am - 6:00pm  
 No service on holidays.  
 Subject to change without notice.

**Customer Service:**  
 (818) 715-1115

**City of Calabasas**  
 100 Civic Center Way  
 Calabasas, CA 91302  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)



JUNE 2022



STOP	LOCATION	TIME	TIME	TIME	TIME	TIME	TIME
1	Las Virgenes Road at Parkmor Road	6:30 AM	8:22 AM	10:12 AM	12:14 PM	2:06 PM	3:58 PM
2	Thousand Oaks Boulevard at Gates Canyon Park	6:34 AM	8:26 AM	10:16 AM	12:18 PM	2:10 PM	4:02 PM
3	Thousand Oaks Boulevard at Parkmor Road	6:35 AM	8:27 AM	10:17 AM	12:19 PM	2:11 PM	4:03 PM
4	Thousand Oaks Boulevard at Ruthwood Drive	6:36 AM	8:28 AM	10:18 AM	12:20 PM	2:12 PM	4:04 PM
5	Las Virgenes Road at Thousand Oaks Boulevard	6:38 AM	8:30 AM	10:20 AM	12:22 PM	2:14 PM	4:06 PM
6	Las Virgenes Road at Shell Station	6:41 AM	8:33 AM	10:23 AM	12:25 PM	2:17 PM	4:09 PM
7	Las Virgenes Road at A.E. Wright Middle School	6:44 AM	8:35 AM	10:36 AM	12:28 PM	2:20 PM	4:22 PM
8	Meadow Creek Lane at Oleander Court	6:45 AM	8:36 AM	10:37 AM	12:29 PM	2:21 PM	4:23 PM
9	Lost Hills Road at Cold Springs Street	6:46 AM	8:37 AM	10:38 AM	12:30 PM	2:22 PM	4:24 PM
10	Malibu Hills Road at Agoura Hills/Calabasas Community Center	6:49 AM	8:40 AM	10:41 AM	12:33 PM	2:25 PM	4:27 PM
11	Lost Hills Road at Juan Bautista de Anza Park	6:52 AM	8:43 AM	10:44 AM	12:36 PM	2:28 PM	4:30 PM
12	Agoura Road at Las Virgenes Road (Metro)	6:57 AM	8:48 AM	10:49 AM	12:41 PM	2:33 PM	4:35 PM
13	Agoura Road at Lost Hills Road (Metro - Summit)	6:59 AM	8:50 AM	10:51 AM	12:43 PM	2:35 PM	4:37 PM
14	Parkville Rd. at Grape Arbor Park	7:01 AM	8:52 AM	10:53 AM	12:45 PM	2:37 PM	4:39 PM
15	Las Virgenes Road at Southbound US 101	7:05 AM	8:56 AM	10:57 AM	12:49 PM	2:41 PM	4:43 PM
16	Las Virgenes Road at Mureau Road	7:07 AM	8:58 AM	10:59 AM	12:51 PM	2:43 PM	4:45 PM
17	Calabasas Road between BMW/Audi Dealerships	7:17 AM	9:05 AM	11:06 AM	12:58 PM	2:50 PM	4:52 PM
18	Park Sorrento at Civic Center Way (City Hall)	7:16 AM	9:07 AM	11:08 AM	1:00 PM	2:52 PM	4:54 PM
19	Parkway Calabasas at Park Granada	7:17 AM	9:08 AM	11:09 AM	1:01PM	2:53 PM	4:55 PM
20	Parkway Calabasas at Park Entrada	7:19 AM	9:10 AM	11:11 AM	1:03 PM	2:55 PM	4:57 PM
21	Parkway Calabasas at the Oaks Gate	7:23 AM	9:14 AM	11:15 AM	1:07 PM	2:59 PM	5:01 PM
22	Parkway Calabasas at Paseo Primario (South)	7:24 AM	9:15 AM	11:16 AM	1:08 PM	3:00 PM	5:02 PM
23	Parkway Calabasas at Camino Portal	7:25 AM	9:16 AM	11:17 AM	1:09 PM	3:01 PM	5:03 PM
24	Parkway Calabasas at Paseo Primario (North)	7:26 AM	9:17 AM	11:18 AM	1:10 PM	3:02 PM	5:04 PM

STOP	LOCATION	TIME	TIME	TIME	TIME	TIME	TIME
25	Park Granada at Parkway Calabasas	7:29 AM	9:20 AM	11:21 AM	1:13 PM	3:05 PM	5:07 PM
26	Park Sienna at Park Capri	7:30 AM	9:21 AM	11:22 AM	1:14 PM	3:06 PM	5:08 PM
27	Park Sienna at Park Antigua	7:31 AM	9:22 AM	11:23 AM	1:15 PM	3:07 PM	5:09 PM
28	Park Sienna at Park Antonio	7:32 AM	9:23 AM	11:24 AM	1:16 PM	3:08 PM	5:10 PM
29	Park Helena at Park Hacienda	7:33 AM	9:24 AM	11:25 AM	1:17 PM	3:09 PM	5:11 PM
30	Park Alisal at Park Corona	7:34 AM	9:25 AM	11:26 AM	1:18 PM	3:10 PM	5:12 PM
31	Park Sienna at Park AilsaI	7:35 AM	9:26 AM	11:27 AM	1:19 PM	3:11 PM	5:13 PM
32	Park Sienna at Park Cordero	7:36 AM	9:27 AM	11:28 AM	1:20 PM	3:12 PM	5:14 PM
33	Park Sorrento at Park Ora	7:37 AM	9:28 AM	11:29 AM	1:21 PM	3:13 PM	5:15 PM
34	Park Sorrento at Park Mirasol	7:39 AM	9:30 AM	11:31 AM	1:23 PM	3:15 PM	5:17 PM
35	Park Sorrento at Park Granada	7:40 AM	9:31 AM	11:32 AM	1:24 PM	3:16 PM	5:18 PM
36	Calabasas Road at El Canon Avenue	7:41 AM	9:32 AM	11:33 AM	1:25 PM	3:17 PM	5:19 PM
37	Mulholland Drive at Valmar Road	7:43 AM	9:34 AM	11:35 AM	1:27 PM	3:19 PM	5:21 PM
38	Mulholland Highway at Paul Revere Drive	7:48 AM	9:38 AM	11:40 AM	1:32 PM	3:24 PM	5:26 PM
39	Mulholland Highway at Declaration Avenue	7:50 AM	9:40 AM	11:42 AM	1:34 PM	3:26 PM	5:28 PM
40	Mulholland Highway at Calabasas High School	7:51 AM	9:41 AM	11:43 AM	1:35 PM	3:27 PM	5:29 PM
41	Mulholland Highway at Mobile Home Estates	7:56 AM	9:46 AM	11:48 AM	1:40 PM	3:32 PM	5:34 PM
42	Mulholland Highway at Mountain Park Drive	7:58 AM	9:48 AM	11:50 AM	1:42 PM	3:34 PM	5:36 PM
43	Mulholland Highway at Viewpoint School	8:01 AM	9:51 AM	11:53 AM	1:45 PM	3:37 PM	5:39 PM
44	Old Topanga Canyon Road at Calabasas High School	8:04 AM	9:54 AM	11:56 AM	1:48 PM	3:39 PM	5:41 PM
45	Old Topanga Canyon Road at Wrencrest Drive	8:05 AM	9:55 AM	11:57 AM	1:49 PM	3:41 PM	5:43 PM
46	Park Sorrento at Park Granada	8:08 AM	9:58 AM	12:00 PM	1:52 PM	3:44 PM	5:46 PM
47	Calabasas Road at Commons Way	8:10 AM	10:00 AM	12:02 PM	1:54 PM	3:46 PM	5:48 PM
48	Park Sorrento at Civic Center Way (City Hall)	8:11 AM	10:01 AM	12:03 PM	1:55 PM	3:47 PM	5:49 PM

**CALABASAS PUBLIC TRANSPORTATION  
SHUTTLE SERVICE**

**LINE  
2AM**

**With Stops at A.E. Wright & Lupin Hill**

**Hours of operation:**  
Monday - Friday  
Transit Pass or Transit tickets required.  
No service on holidays.  
Subject to change without notice.

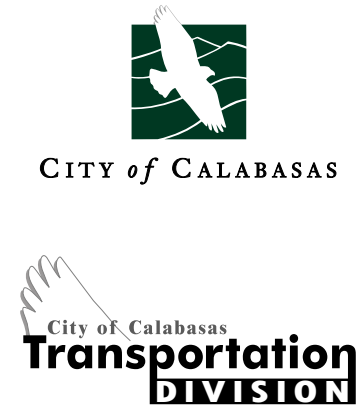
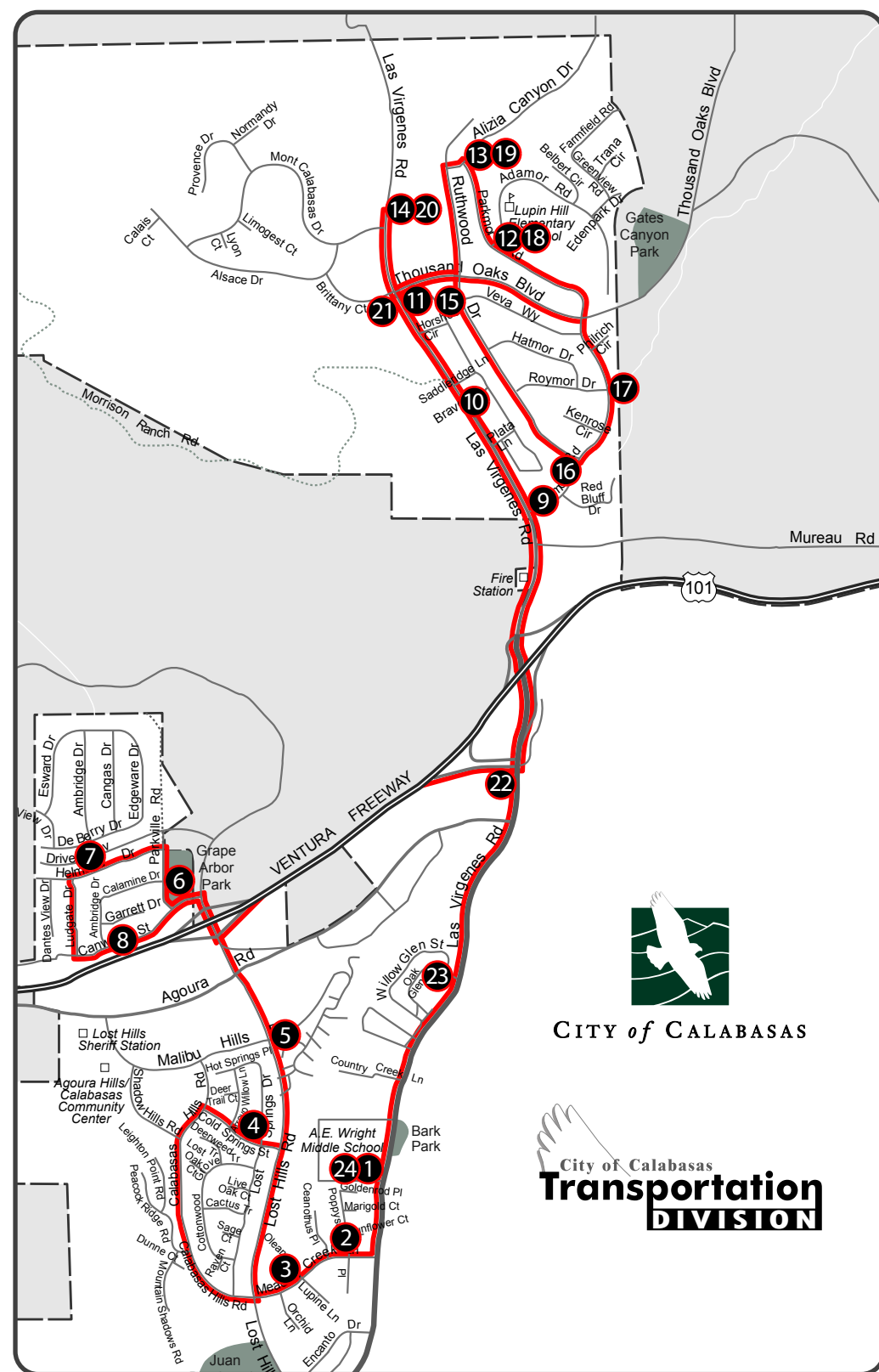
**Public Information Available:**  
Customer Service:

(818) 715-1115  
100 Civic Center Way  
Calabasas, CA 91302  
www.cityofcalabasas.com

Updated: August 2021

**LINE 2 PEAK ROUTE AM**

STOP	LOCATION	TIMES	TIMES	TIMES
1	Las Virgenes Rd. @ A.E. Wright (South Driveway)	7:07	-	-
2	Meadow Creek Ln. @ Poppyseed Pl.	7:08	-	8:10
3	Meadow Creek Ln. @ Oleander	7:09	-	8:12
4	Lost Springs Rd. @ Cold Springs St.	7:11	-	8:14
5	Lost Hills Rd. @ Malibu Hills Rd.	7:14	-	8:16
6	Parkville Rd. @ Calamine Dr.	7:17	-	8:18
7	Helmond Dr. @ Ludgate Dr.	7:18	-	8:19
8	Canwood St. @ Ambridge Dr.	7:19	-	8:20
9	Las Virgenes Rd. @ Parkmor Rd.	7:23	-	8:24
10	Las Virgenes Rd. @ Bravo Ln.	7:24	-	8:25
11	Las Virgenes Rd. @ Thousand Oaks Blvd. (SE)	7:25	-	8:26
12	Parkmor Rd. @ Adamor Rd. (Lupin Hill)	7:30	-	8:29
13	Parkmor Rd. @ Alizia Canyon Dr.	7:31	-	8:30
14	Las Virgenes Rd. @ Malibu Cyn. Apts. Leasing Ct.	7:34	-	8:32
15	Ruthwood Dr. @ Veva Way	7:40	7:48	-
16	Ruthwood Dr. @ Parkmor Rd.	7:42	7:49	-
17	Parkmor Rd. @ Roymor Dr.	7:44	7:51	-
18	Parkmor Rd. @ Adamor Rd. (Lupin Hill)	7:46	-	-
19	Parkmor Rd. @ Alizia Canyon Dr.	7:47	-	-
20	Las Virgenes Rd. @ Malibu Cyn. Apts. Leasing Ct.	-	7:55	-
21	Las Virgenes Rd. @ Thousand Oaks Blvd. (SW)	-	8:01	8:33
22	Las Virgenes Road @ Shell Station	-	8:05	8:36
23	Las Virgenes Rd. @ Willow Glen St.	-	8:08	8:38
24	Las Virgenes Rd. @ A.E. Wright (South Driveway)	-	8:09	8:40



**CALABASAS PUBLIC TRANSPORTATION  
SHUTTLE SERVICE**

# LINE 2PM

**With Stops at A.E. Wright & Lupin Hill**

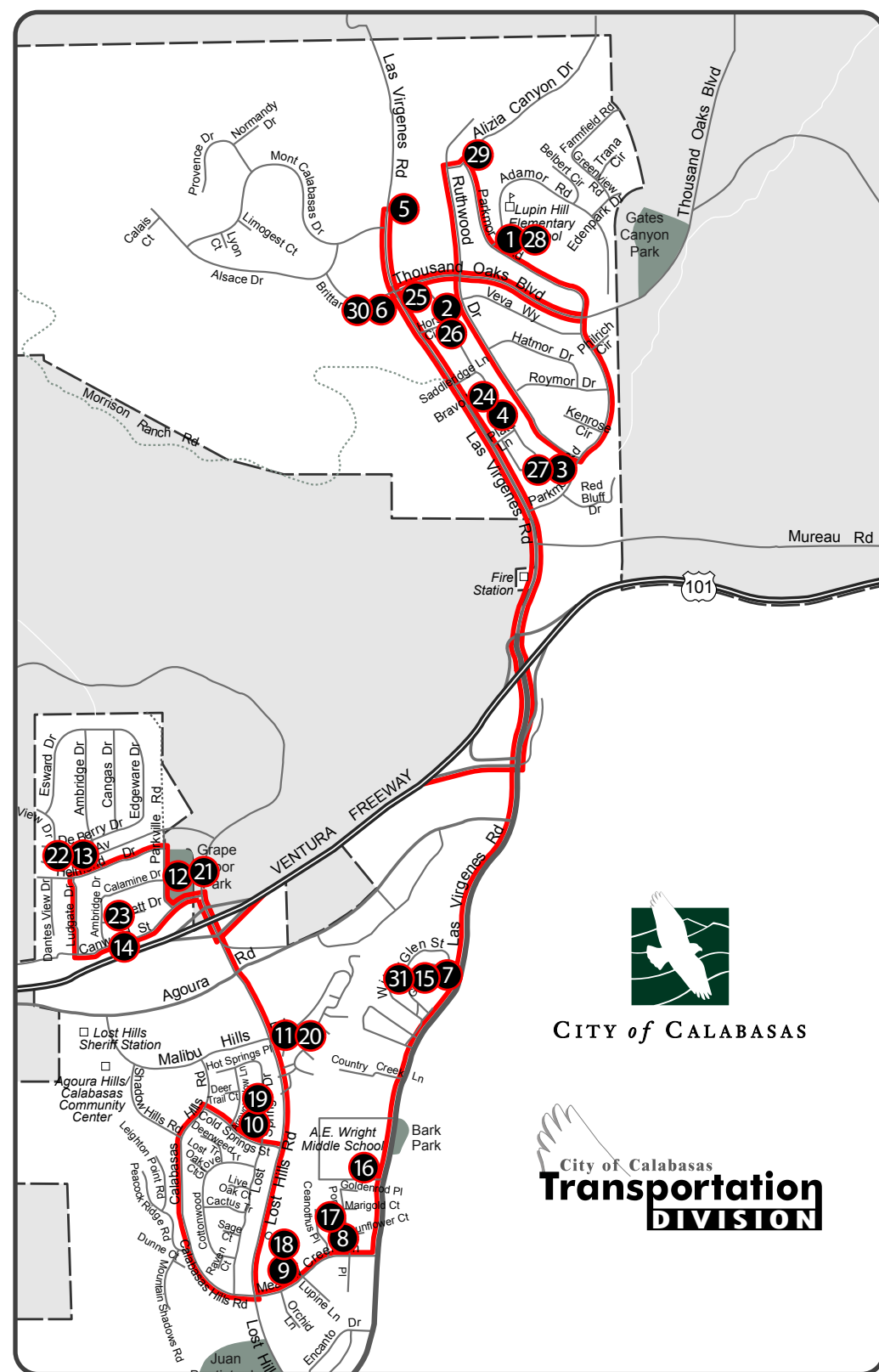
**Hours of operation:**  
Monday - Friday  
Transit Pass or Transit tickets required.  
No service on holidays.  
Subject to change without notice.

**Public Information Available:**  
Customer Service:

(818) 715-1115  
100 Civic Center Way  
Calabasas, CA 91302  
www.cityofcalabasas.com

Updated: August 2021

LINE 2 PEAK ROUTE PM				
STOP	LOCATION	TIMES	TIMES	WED
1	Parkmor Rd. @ Adamor Rd. (Lupin Hill @ top of the hill)	2:15	2:40	12:30
2	Ruthwood Dr. @ Veva Way	2:16	2:41	12:31
3	Ruthwood Dr. @ Parkmor Rd.	2:17	2:42	12:32
4	Las Virgenes Rd. @ Bravo Ln.	2:19	2:44	12:34
5	Las Virgenes Rd. @ Malibu Cyn. Apts. Leasing Ct.	2:20	2:44	12:35
6	Las Virgenes Rd. @ Thousand Oaks Blvd. (SW)	2:22	2:46	12:36
7	Las Virgenes Rd. @ Willow Glen St.	2:24	2:48	12:39
8	Meadow Creek Ln. @ Poppyseed Pl.	2:25	2:49	12:40
9	Meadow Creek Ln. @ Oleander	2:26	2:50	12:41
10	Lost Springs Rd. @ Cold Springs St.	2:27	2:51	12:43
11	Lost Hills Rd. @ Malibu Hills Rd.	2:32	2:56	12:48
12	Parkville Rd. @ Calamine Dr.	2:35	2:59	12:52
13	Helmond Dr. @ Ludgate Dr.	2:36	3:00	12:53
14	Canwood St. @ Ambridge Dr.	2:37	3:01	12:54
15	Las Virgenes Rd. @ Willow Glen St.	-	3:06	12:59
16	Las Virgenes Rd. @ A.E. Wright (South Driveway)	-	3:20	2:20
17	Meadow Creek Ln. @ Poppyseed Pl.	-	3:21	2:21
18	Meadow Creek Ln. @ Oleander	-	3:22	2:22
19	Lost Springs Rd. @ Cold Springs St.	-	3:23	2:23
20	Lost Hills Rd. @ Malibu Hills Rd.	-	3:26	2:26
21	Parkville Rd. @ Calamine Dr.	-	3:29	2:29
22	Helmond Dr. @ Ludgate Dr.	-	3:30	2:30
23	Canwood St. @ Ambridge Dr.	-	3:31	2:31
24	Las Virgenes Rd. @ Bravo Ln.	-	3:36	3:36
25	Las Virgenes Rd. @ Thousand Oaks Blvd. (SE)	-	3:37	2:37
26	Ruthwood Dr. @ Veva Way	-	3:39	2:39
27	Ruthwood Dr. @ Parkmor Rd.	-	3:40	2:40
28	Parkmor Rd. @ Adamor Rd.	-	3:42	2:42
29	Parkmor Rd. @ Alizia Canyon Dr.	-	3:43	2:43
30	Las Virgenes Rd. @ Thousand Oaks Blvd. (SW)	-	3:45	2:45
31	Las Virgenes Rd. @ Willow Glen St.	-	3:48	2:48



CITY of CALABASAS

City of Calabasas  
**Transportation  
DIVISION**



**CALABASAS PUBLIC TRANSPORTATION SHUTTLE SERVICE**

# LINE 3AM

**Hours of operation:**  
Monday - Friday  
Transit Pass or Transit tickets required.  
No service on holidays.  
Subject to change without notice.

**Public Information Available:**  
Customer Service:  
(818) 715-1115

100 Civic Center Way  
Calabasas, CA 91302  
www.cityofcalabasas.com

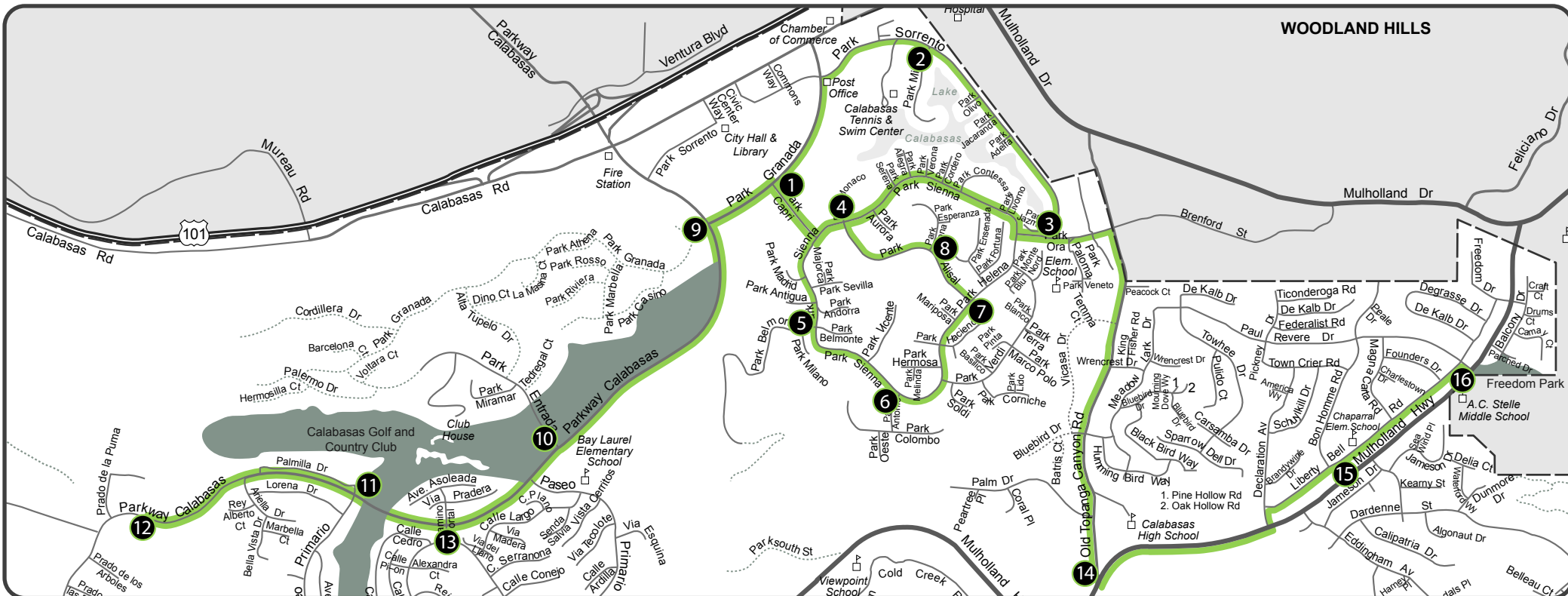
**With Stops at Chaparral, A.C. Stelle, Calabasas High**



CITY of CALABASAS

LINE 3A + 3B AM PEAK ROUTE		
CHAPARRAL, A.C.STELLE, CALABASAS HIGH		
STOP	LOCATION	TIMES
1	Park Granada @ Park Capri	7:15 AM
2	Park Sorrento @ Park Mirasol	7:17 AM
3	Park Ora @ Park Sorrento	7:19 AM
4	Park Sienna @ Park Monaco	7:20 AM
5	Park Sienna @ Park Belmonte	7:21 AM
6	Park Sienna @ Park Antonio	7:22 AM
7	Park Helena @ Park Alisal	7:23 AM
8	Park Alisal @ Park Corona	7:24 AM
9	Parkway Calabasas @ Park Granada	7:26 AM
10	Parkway Calabasas @ Park Entrada	7:27 AM
11	Parkway Calabasas @ Palmilla Dr.	7:29 AM
12	Parkway Calabasas @ Oaks Gate	7:30 AM
13	Parkway Calabasas @ Camino Portal	7:31 AM
14	Old Topanga Canyon Rd. @ C.H.S.	7:45 AM
15	Liberty Bell Rd. @ Chaparral School	7:50 AM
16	Mulholland Hwy @ Paul Revere Dr. (A.C. Stelle)	8:00 AM

Updated: August 2021



# CALABASAS PUBLIC TRANSPORTATION SHUTTLE SERVICE

# LINE 3PM

**Hours of operation:**  
 Monday - Friday  
 Transit Pass or Transit tickets required.  
 No service on holidays.  
 Subject to change without notice.

**Public Information Available:**  
 Customer Service:  
 (818) 715-1115

100 Civic Center Way  
 Calabasas, CA 91302  
 www.cityofcalabasas.com

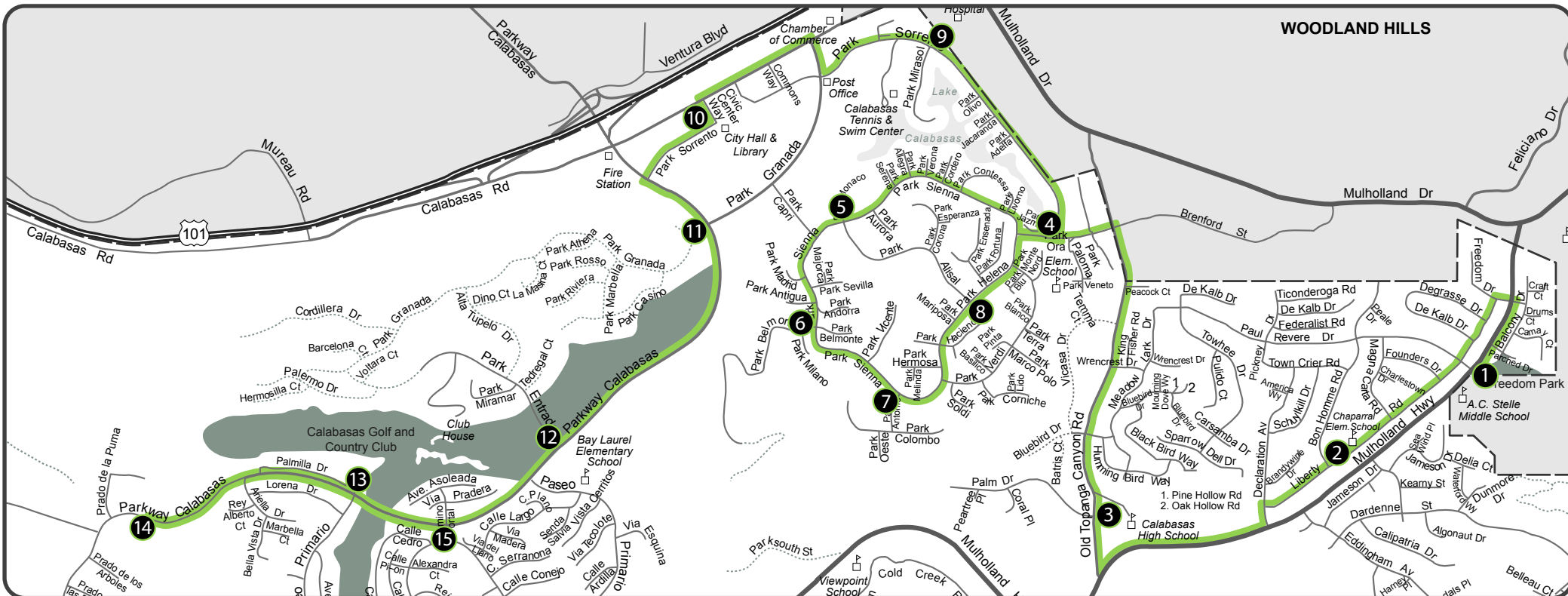
**With Stops at Chaparral, A.C. Stelle, Calabasas High**



CITY of CALABASAS

Updated: August 2021

LINE 3PM PEAK ROUTE				
Chaparral, A.C. Stelle And Calabasas High				
STOP	LOCATION	M,T,TH,F	M-F	Wed
1	Mulholland Hwy. @ Paul Revere Dr. (A.C. Stelle)	2:40	-	12:35
2	Liberty Bell Rd. @ Chaparral School	2:45	-	12:40
3	Old Topanga Canyon Rd. @ C.H.S.	-	3:40	-
4	Park Ora @ Park Sorrento	2:55	3:45	12:45
5	Park Sienna @ Park Monaco	2:56	3:46	12:46
6	Park Sienna @ Park Belmonte	2:57	3:47	12:47
7	Park Sienna @ Park Antonio	2:59	3:49	12:49
8	Park Helena @ Park Alisal	3:02	4:02	12:52
9	Park Sorrento @ Park Mirasol	3:07	4:07	12:57
10	Civic Center Way @ Park Sorrento (City Hall)	3:10	4:10	1:00
11	Parkway Calabasas @ Park Granada	3:12	4:12	1:02
12	Parkway Calabasas @ Park Entrada	3:13	4:13	1:03
13	Parkway Calabasas @ Camino Portal	3:14	4:14	1:04
14	Parkway Calabasas @ Oaks Gate	3:15	4:15	1:05
15	Parkway Calabasas @ Palmilla Dr.	3:16	4:16	1:06
16	Mulholland Hwy @ Mobile Home Estates	-	4:30	-



# CALABASAS PUBLIC TRANSPORTATION SHUTTLE SERVICE

# LINE 4AM

**Hours of operation:**  
 Monday - Friday  
 Transit Pass or Transit tickets required.  
 No service on holidays.  
 Subject to change without notice.

**Public Information Available:**

www.cityofcalabasas.com

(818) 715-1115

100 Civic Center Way  
 Calabasas, CA 91302  
 www.cityofcalabasas.com

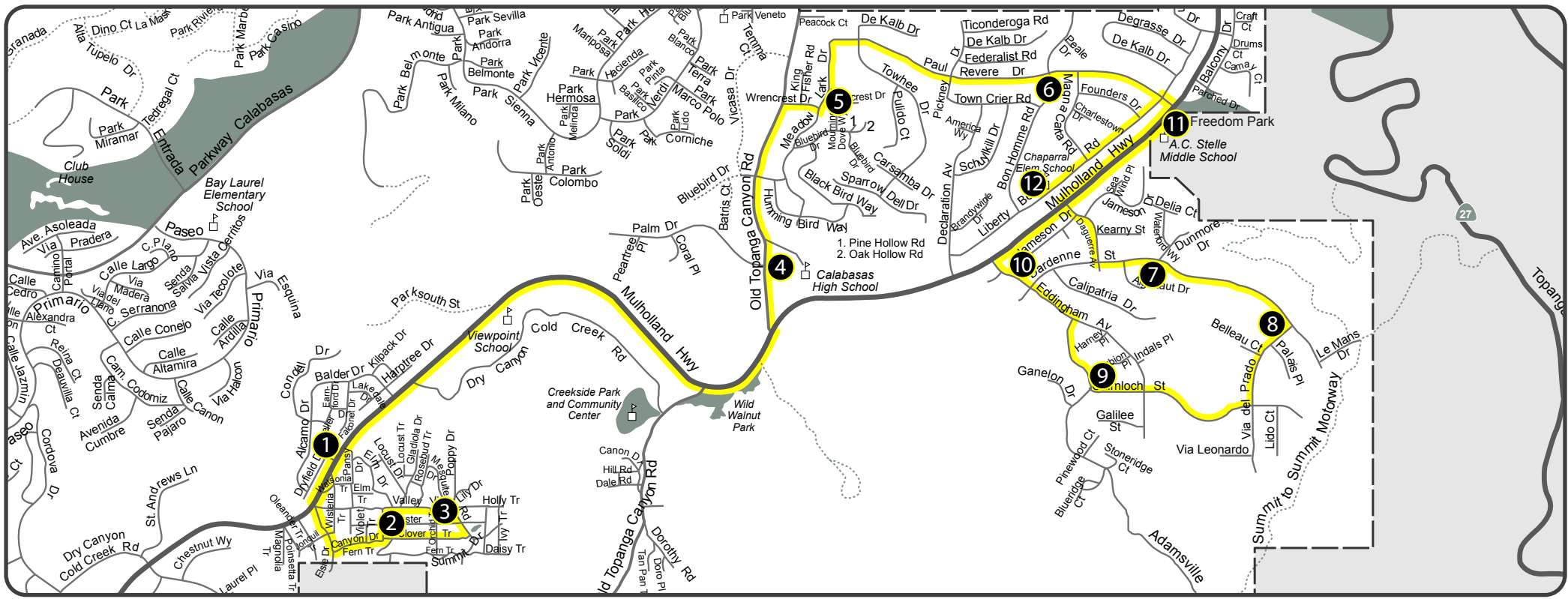
**With Stops at Chaparral and A.C. Stelle**



CITY of CALABASAS

Updated: August 2021

LINE 4A AM PEAK ROUTE		
CHAPARRAL AND A.C.STELLE ONLY		
STOP	LOCATION	TIMES
1	Mulholland Hwy. @ Mobile Home Estates	7:15
2	Canyon Dr. @ Aster Tr.	7:17
3	Valley View Rd. @ Poppy Dr.	7:18
4	Old Topanga Canyon Rd. @ C.H.S.	7:23
5	Meadow Lark Dr. @ Wrencrest Dr.	7:25
6	Paul Revere Dr. @ Bon Homme Rd.	7:26
7	Dardenne St. @ Dunmore Dr.	7:29
8	Dardenne St. @ Via del Prado	7:31
9	Cairnloch St. @ Adamsville Av.	7:33
10	Eddingham Av. @ Jameson Dr.	7:35
11	Mulholland Hwy. @ Paul Revere Dr. (A.C. Stelle)	7:38
12	Liberty Bell Rd. @ Chaparral Elementary School	7:40



**CALABASAS PUBLIC TRANSPORTATION SHUTTLE SERVICE**

# LINE 4PM

**Hours of operation:**  
 Monday - Friday  
 Transit Pass or Transit tickets required.  
 No service on holidays.  
 Subject to change without notice.

**Public Information Available:**  
 Customer Service:

(818) 715-1115  
 100 Civic Center Way  
 Calabasas, CA 91302  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)

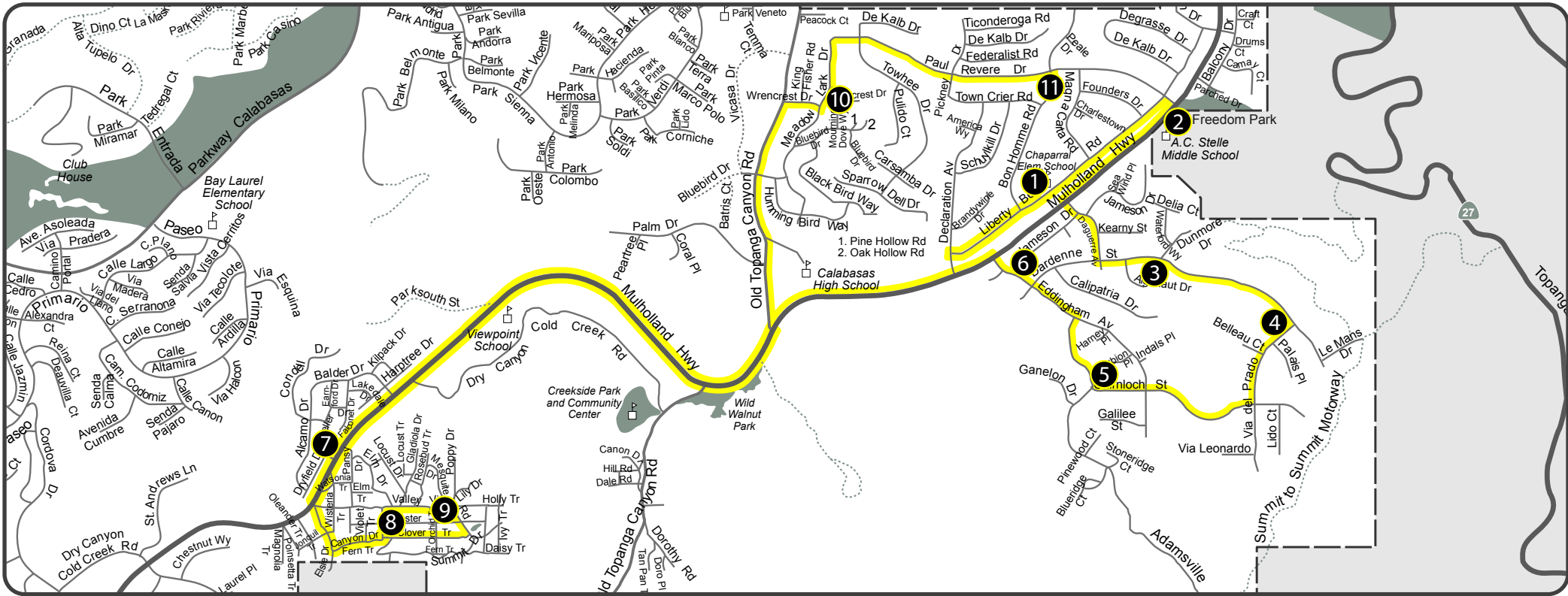
**With Stops at Chaparral and A.C. Stelle**



CITY of CALABASAS

Updated: August 2019

LINE 4A PM PEAK ROUTE			
CHAPARRAL AND A.C. STELLE ONLY			
STOP	LOCATION	M,T,TH,F	WED
1	Liberty Bell Rd. @ Chaparral Elementary School	2:40	12:35
2	Mulholland Hwy. @ Paul Revere Dr. (A.C. Stelle)	2:45	12:40
3	Dardenne St. @ Dunmore Dr.	2:49	12:44
4	Dardenne St. @ Via del Prado	2:50	12:45
5	Cairnloch St. @ Adamsville Av.	2:52	12:47
6	Eddingham Av. @ Jameson Dr.	2:54	12:49
7	Mulholland Hwy. @ Mobile Home Estates	2:59	12:54
8	Canyon Dr. @ Aster Tr.	3:01	12:56
9	Valley View Rd. @ Poppy Dr.	3:03	12:58
10	Meadow Lark Dr. @ Wrencrest Dr.	3:11	1:06
11	Paul Revere Dr. @ Bon Homme Rd.	3:12	1:07



**CALABASAS PUBLIC TRANSPORTATION  
SHUTTLE SERVICE**

**LINE  
5 AM**

**With Stop at C.H.S.**

**Hours of operation:**  
Monday - Friday  
Transit Pass or Transit tickets required.  
No service on holidays.  
Subject to change without notice.

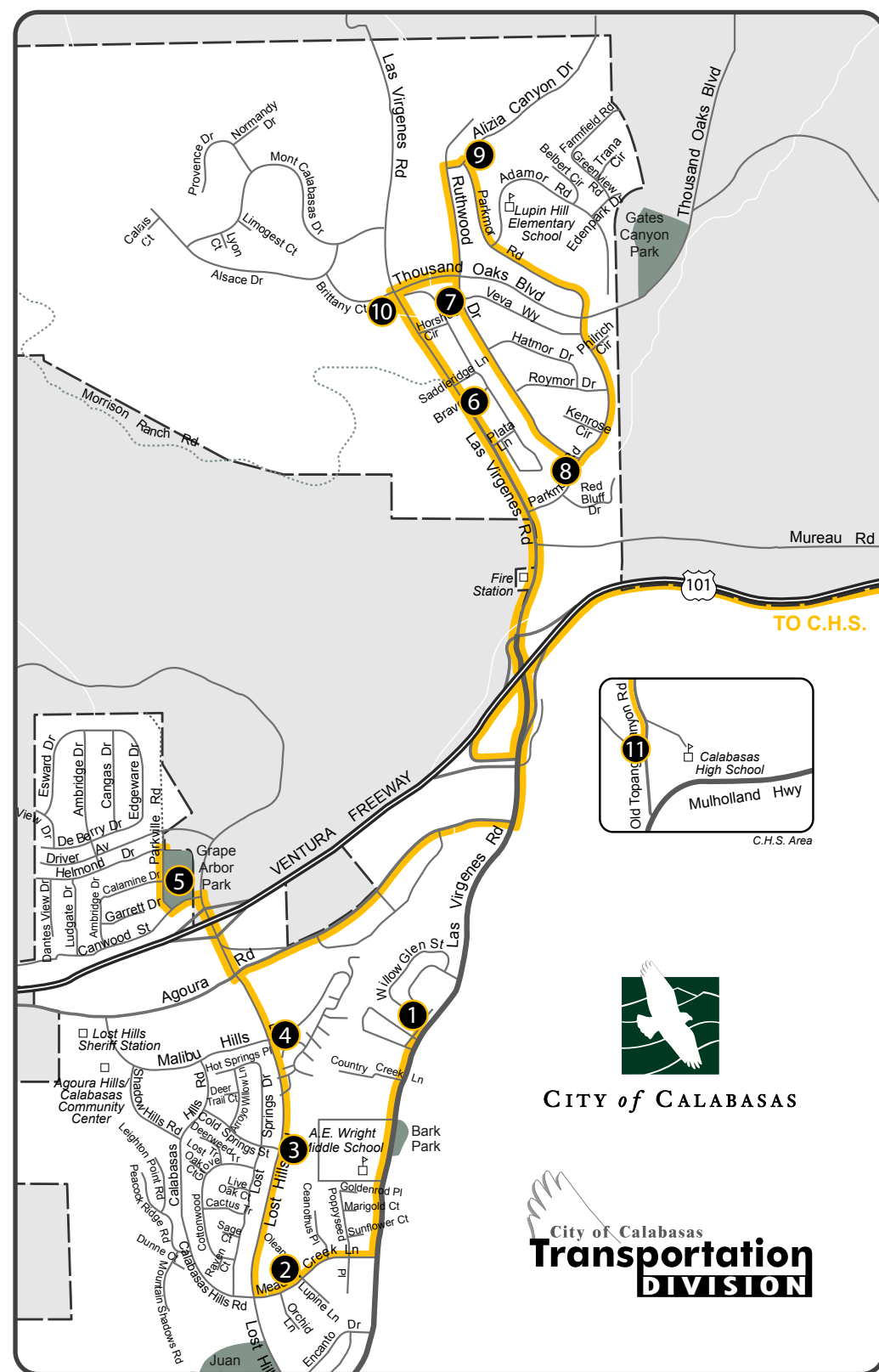
**Public Information Available:**

www.cityofcalabasas.com

(818) 711-1111  
100 Civic Center Way  
Calabasas, CA 91302  
www.cityofcalabasas.com

Updated: August 2021

LINE 5 AM PEAK ROUTE		
CALABASAS HIGH SCHOOL ONLY		
STOP	LOCATION	M-F
1	Las Virgenes Rd. @ Willow Glen St.	7:10
2	Meadow Creek Ln. @ Oleander	7:12
3	Lost Hills Rd. @ Cold Springs St.	7:13
4	Lost Hills Rd. @ Malibu Hills Rd.	7:14
5	Parkville Rd. @ Grape Arbor Park	7:17
6	Las Virgenes Rd. @ Bravo Ln.	7:22
7	Ruthwood Dr. @ Veva Way	7:24
8	Ruthwood Dr. @ Parkmor Rd.	7:25
9	Parkmor Rd. @ Alizia Canyon Dr.	7:27
10	Las Virgenes Rd. @ Thousand Oaks Blvd. (SW)	7:30
11	Old Topanga Canyon Rd. @ C.H.S.	7:55



CITY of CALABASAS

City of Calabasas  
**Transportation  
DIVISION**

**CALABASAS PUBLIC TRANSPORTATION  
SHUTTLE SERVICE**

**LINE  
5 PM**

**With Stop at C.H.S.**

**Hours of operation:**  
Monday - Friday  
Transit Pass or Transit tickets required.  
No service on holidays.  
Subject to change without notice.

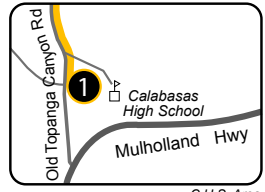
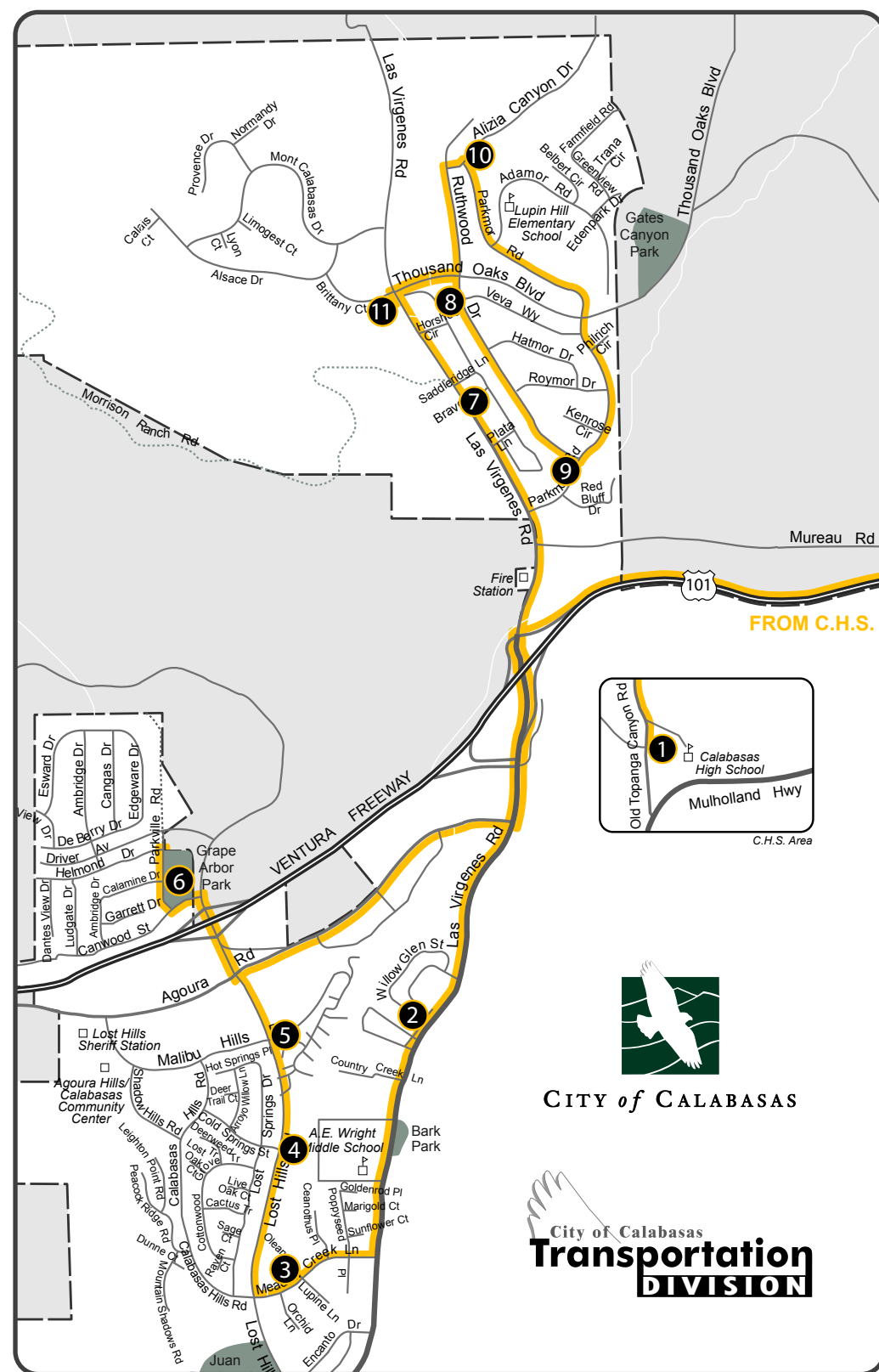
**Public Information Available:**  
www.cityofcalabasas.com  
(818) 711-1111  
100 Civic Center Way  
Calabasas, CA 91302  
www.cityofcalabasas.com

Updated: August 2021

**LINE 5 PM PEAK ROUTE**

**CALABASAS HIGH SCHOOL ONLY**

STOP	LOCATION	M-F
1	Old Topanga Canyon Rd. @ C.H.S.	3:35
2	Las Virgenes Rd. @ Willow Glen St.	3:50
3	Meadow Creek Ln. @ Oleander	3:53
4	Lost Hills Rd. @ Cold Springs St.	3:55
5	Lost Hills Rd. @ Malibu Hills Rd.	3:56
6	Parkville Rd. @ Grape Arbor Park	3:59
7	Las Virgenes Rd. @ Bravo Ln.	4:05
8	Ruthwood Dr. @ Veva Way	4:08
9	Ruthwood Dr. @ Parkmor Rd.	4:09
10	Parkmor Rd. @ Alizia Canyon Dr.	4:13
11	Las Virgenes Rd. @ Thousand Oaks Blvd. (SW)	4:17



CITY of CALABASAS

City of Calabasas  
**Transportation  
DIVISION**

# CALABASAS TROLLEY SCHEDULE



**For Saturday  
Service**

**FREE - NO CHARGE**



**Hours of operation are:  
Saturdays: 10am to 2pm**

The Calabasas Trolley performs a loop route in one direction throughout the City. A route map is included on the backside of this schedule for your convenience.

There is no charge to ride the Calabasas Trolley. For more information, contact the Calabasas Transportation/ Transit Division at (818) 224-1673.



CITY of CALABASAS

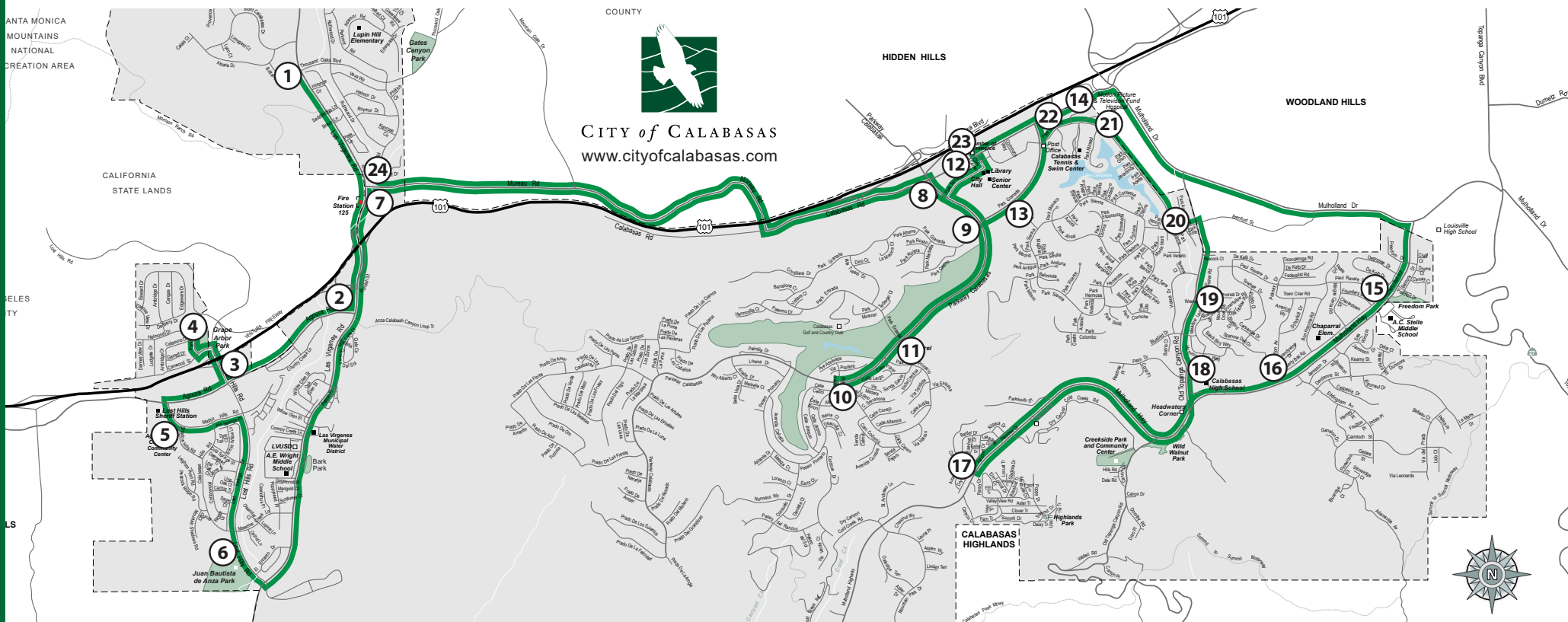
100 Civic Center Way,  
Calabasas CA 91302  
www.cityofcalabasas.com  
(818) 224-1600

STOP	LOCATION	TIME
1	Las Virgenes Road @ Thousand Oaks Boulevard	0:00
2	Agoura Road @ Las Virgenes Road (Albertson's)	0:03
3	Agoura Road @ Lost Hills Road (Summit)	0:04
4	Parkville Rd. @ Grape Arbor Park	0:05
5	Malibu Hills Rd. @ Agoura Rd. (Community Center)	0:08
6	Lost Hills Rd. @ Las Virgenes Rd. (de Anza Park)	0:10
7	Mureau Road @ Las Virgenes Road	0:16
8	Parkway Calabasas @ Calabasas Road	0:22
9	Parkway Calabasas @ Park Granada	0:23
10	Parkway Calabasas @ Camino Portal	0:25
11	Parkway Calabasas @ Paseo Primario (North)	0:26
12	Park Sorrento @ Civic Center Way (Civic Center)	0:28
13	Park Granada @ Park Capri	0:29
14	Calabasas Road @ El Canon (Old Town)	0:31
15	Mulholland Highway @ Paul Revere Drive	0:36
16	Mulholland Highway @ Declaration Avenue	0:37
17	Mulholland Hwy @ Mobil Home Park	0:40
18	Old Topanga Cyn @ Calabasas High School	0:43
19	Old Topanga Cny @ Wrencrest Drive	0:44
20	Park Sorrento @ Park Ora	0:45
21	Park Sorrento @ Park Mirasol (Tennis & Swim Center)	0:47
22	Park Sorrento @ Park Granada	0:48
23	Park Sorrento @ Civic Center Way (Civic Center)	0:51
24	Mureau Rd. @ Las Virgenes Rd. (NE)	0:58

7/2023

All times noted are minutes after each hour.  
Subject to change without notice.

# CALABASAS TROLLEY



7/2023

STOP	LOCATION	TIME
1	Las Virgenes Road @ Thousand Oaks Boulevard	0:00
2	Agoura Road @ Las Virgenes Road (Albertson's)	0:03
3	Agoura Road @ Lost Hills Road (Summit)	0:04
4	Parkville Rd. @ Grape Arbor Park	0:05
5	Malibu Hills Road @ Agoura Road (Community Center)	0:08
6	Lost Hills Road @ Las Virgenes Road (de Anza Park)	0:10
7	Mureau Road @ Las Virgenes Road	0:16
8	Parkway Calabasas @ Calabasas Road	0:22
9	Parkway Calabasas @ Park Granada	0:23
10	Parkway Calabasas @ Camino Portal	0:25
11	Parkway Calabasas @ Paseo Primario (North)	0:26
12	Park Sorrento @ Civic Center Way (Civic Center)	0:28

STOP	LOCATION	TIME
13	Park Granada @ Park Capri	0:29
14	Calabasas Road @ El Canon (Old Town)	0:31
15	Mulholland Highway @ Paul Revere Drive	0:36
16	Mulholland Highway @ Declaration Avenue	0:37
17	Mulholland Hwy @ Mobil Home Park	0:40
18	Old Topanga Cyn @ Calabasas High School	0:43
19	Old Topanga Cny @ Wrencrest Drive	0:44
20	Park Sorrento @ Park Ora	0:45
21	Park Sorrento @ Park Mirasol (Tennis and Swim Center)	0:47
22	Park Sorrento @ Park Granada	0:48
23	Park Sorrento @ Civic Center Way (Civic Center)	0:51
24	Mureau Rd. @ Las Virgenes Rd. (NE)	0:58

**Saturday Trolley hours: 10am to 2pm**

- Subject to change without notice.  
 - Public information available at the Calabasas Transportation / Transit Division (818) 224-1673



April 11, 2024

Distribution/Proposer

SUBJECT: ADDENDUM #1 FOR REQUEST FOR PROPOSAL FOR THE  
OPERATION AND MAINTENANCE OF PUBLIC TRANSIT AND  
TRANSPORTATION SERVICES FOR THE CITY OF CALABASAS

Attached is the Addendum # 1 for the subject Request for Proposals.

Changes include extending the Request for Information (RFI) and proposal due dates.

A signed copy of this, and any further addendum with your proposal to acknowledge receipt of any and all addenda is required to be included with your proposal.

If you have any further questions, please feel free to email or call Assistant Engineer Tra'a Bezdecny at [tbezdecny@cityofcalabasas.com](mailto:tbezdecny@cityofcalabasas.com) or at (818) 224-1673.

Sincerely,

\_\_\_\_\_  
Curtis Castle  
Director of Public Works

Acknowledgment of Receipt of Addendum

\_\_\_\_\_



CITY *of* CALABASAS  
ADDENDUM No. 1

**FOR NOTICE INVITING SEALED BIDS FOR REQUEST FOR PROPOSAL FOR THE  
OPERATION AND MAINTENANCE OF PUBLIC TRANSIT AND TRANSPORTATION  
SERVICES FOR THE CITY OF CALABASAS**

**PROPOSAL DUE: Monday May 13<sup>th</sup>**

THE FOLLOWING CHANGES, ADDITIONS, AND CLARIFICATIONS ARE HEREBY MADE PART OF THE CONTRACT DOCUMENTS FOR THE ABOVE REFERENCED NOTICE AND SHALL BE TAKEN INTO ACCOUNT IN THE PREPARATION OF ALL PROPOSALS AND THE EXECUTION OF ALL WORK. WORK SHALL CONFORM TO THE REQUIREMENTS OF THE ORIGINAL CONTRACT DOCUMENTS AND ADDENDA WHEREVER THEY APPLY.

The Request for Proposals will be modified as follows:

- On **page 1**: The Calendar of Events was changed, affecting the RFP and RFI sections on this page; changes are in bold and red:

REQUEST FOR PROPOSAL (RFP)

The City of Calabasas (“City”) is soliciting Proposals from qualified transit service providers (“Contractor”) for **Public Transportation Services**. Proposals must be submitted at or before **2:00 p.m. on ~~April 29, 2024~~ May 13<sup>th</sup>, 2024**. Proposals and amendments to Proposal received after the date and time specified above will not be considered.

Proposals submitted to City must comply with Section I and Section II, and must be based on the Scope of Services provided in Attachment A. Proposals will be evaluated and awarded in accordance with Section IV: Evaluation and Selection. The selected company or companies must be willing to sign an agreement with the terms and conditions shown in the City model Professional Service Agreement (PSA), attached herein as Attachment B. Contractors are encouraged to promptly notify City of any apparent major inconsistencies, problems, or ambiguities in the Scope of Services.

REQUEST FOR INFORMATION (RFI)

In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the City Public Works Department at the following address: 100 Civic Center Way, Calabasas, CA 91302, Attention: Tra’*a* Bezdecny. Contractors are specifically directed NOT to contact any City Council members or personnel, other than specified in this RFP, for meetings, conferences, or technical discussions that are related to the RFP.



## CITY *of* CALABASAS

All inquiries must be submitted in writing via email at [tbezdecny@cityofcalabasas.com](mailto:tbezdecny@cityofcalabasas.com) and must be received at the City by the end of business on ~~April 22, 2024~~ **May 6, 2024 at 5:00 p.m.** Please note that City will not be responsible for mailing any addendums. All addendums and notifications will be made available on the City's webpage: <http://www.cityofcalabasas.com/public-notices.html>. Contractors are encouraged to check the website regularly since each Contractor will bear sole responsibility for having the RFP and all addendums.

- On **page 3**: The Calendar of Events was changed; changes are in bold and red:

### Calendar of Events\*

Distribution of RFP _____	April 8, 2024
Final Date to Submit RFI _____	<del>April 22, 2024</del> <b>May 6, 2024</b>
Proposal Due Date _____	<del>April 29, 2024</del> <b>May 13, 2024</b>
Development of Shortlist _____	<del>May 2, 2024</del> <b>May 16, 2024</b>
Interviews of Selected Contractors _____	<del>May 6 – May 10, 2024</del> <b>May 20-23, 2024</b>
Contractor Selection _____	<del>May 13, 2024</del> <b>May 28, 2024</b>
Contract Documents Submitted to City _____	<del>May 23, 2024</del> <b>June 3, 2024</b>
Council Approval of Professional Services Agreement _____	June 12, 2024
Transition Period _____	June 17 – June 30, 2024
New Contract in Effect _____	July 1, 2024

\*Subject to change

May 3, 2024

Distribution/Proposer

SUBJECT: ADDENDUM #2 FOR REQUEST FOR PROPOSAL FOR THE  
OPERATION AND MAINTENANCE OF PUBLIC TRANSIT AND  
TRANSPORTATION SERVICES FOR THE CITY OF CALABASAS

Attached is the Addendum # 2 for the subject Request for Proposals.

Changes include extending the proposal due date, providing specific information regarding the fleet, providing current revenue hours and miles of service, adding the City's holidays, adding the Performance Bond requirement, and clarification on the term *billable hour* and clarifying that current operators are not part of a collective bargaining agreement.

A signed copy of this, and any further addendum with your proposal to acknowledge receipt of any and all addenda is required to be included with your proposal.

If you have any further questions, please feel free to email or call Assistant Engineer Tra'a Bezdecny at [tbezdecny@cityofcalabasas.com](mailto:tbezdecny@cityofcalabasas.com) or at (818) 224-1673.

Sincerely,



Curtis Castle  
Director of Public Works

Acknowledgment of Receipt of Addendum

---



CITY *of* CALABASAS  
ADDENDUM No. 2

**FOR NOTICE INVITING SEALED BIDS FOR REQUEST FOR PROPOSAL FOR THE  
OPERATION AND MAINTENANCE OF PUBLIC TRANSIT AND TRANSPORTATION  
SERVICES FOR THE CITY OF CALABASAS**

**PROPOSAL DUE: Monday May 20<sup>th</sup>**

THE FOLLOWING CHANGES, ADDITIONS, AND CLARIFICATIONS ARE HEREBY MADE PART OF THE CONTRACT DOCUMENTS FOR THE ABOVE REFERENCED NOTICE AND SHALL BE TAKEN INTO ACCOUNT IN THE PREPARATION OF ALL PROPOSALS AND THE EXECUTION OF ALL WORK. WORK SHALL CONFORM TO THE REQUIREMENTS OF THE ORIGINAL CONTRACT DOCUMENTS AND ADDENDA WHEREVER THEY APPLY.

The Request for Proposals will be modified as follows:

- On **page 1**: The Calendar of Events was changed, revising the RFP section on this page; changes are in bold and red:

REQUEST FOR PROPOSAL (RFP)

The City of Calabasas (“City”) is soliciting Proposals from qualified transit service providers (“Contractor”) for **Public Transportation Services**. Proposals must be submitted at or before **2:00 p.m. on ~~May 13th, 2024~~ May 20<sup>th</sup>, 2024**. Proposals and amendments to Proposal received after the date and time specified above will not be considered.

Proposals submitted to City must comply with Section I and Section II, and must be based on the Scope of Services provided in Attachment A. Proposals will be evaluated and awarded in accordance with Section IV: Evaluation and Selection. The selected company or companies must be willing to sign an agreement with the terms and conditions shown in the City model Professional Service Agreement (PSA), attached herein as Attachment B. Contractors are encouraged to promptly notify City of any apparent major inconsistencies, problems, or ambiguities in the Scope of Services.

- On **page 3**: The Calendar of Events was changed; changes are in bold and red:



CITY of CALABASAS  
Calendar of Events\*

Distribution of RFP _____	April 8, 2024
Final Date to Submit RFI _____	May 6, 2024
Proposal Due Date _____	<del>May 13, 2024</del> <b>May 20, 2024</b>
Development of Shortlist _____	<del>May 16, 2024</del> <b>May 23, 2024</b>
Interviews of Selected Contractors _____	<del>May 20 – May 23, 2024</del> <b>May 28-30, 2024</b>
Contractor Selection _____	<del>May 28, 2024</del> <b>May 31, 2024</b>
Council Approval of Professional Services Agreement _____	June 12, 2024
Transition Period _____	June 17 – June 30, 2024
New Contract in Effect _____	July 1, 2024

\*Subject to change

- On **page 12**: An additional subsection has been added to *Section III. General Proposal Terms and Conditions*:

20. Performance Bond

Within ten (10) calendar days after the date of the Notice of Award, the Selected Contractor shall execute a Faithful Performance Bond. The bond shall remain in force until the date of termination of the contract. All bonds must be accompanied by a Power of Attorney.

- On **page 15**: Additional information for *Section 1. Project Scope*:



CITY of CALABASAS

Fleet Inventory Table

Transit Agency Vehicle ID	Bus Make	Bus Model	Bus Length (ft.)	Bus Fuel Type	Bus GVWR (lbs.)	Bus Manufacture Year	Engine Manufacturer	Engine Model	Engine Model Year	Odometer (March 2024)
3	FORD	E450	18	Gasoline	19500 lbs	2010	FORD	FORD	2003	325753
6 (TROLLY)	FORD	F550	22	Gasoline	22000 lbs	2005	FORD	FORD	2004	325500
9	FORD	E450	18	Gasoline	14050 lbs	2005	FORD	FORD	2006	OOS
10	CHEVY	C5500	26	Diesel	22000 lbs	2009	CHEVY	CHEVY	2009	210442
11	FORD	E450	18	Diesel	14050 lbs	2003	FORD	FORD	2003	215336
12	FORD	F550	22	CNG	16500 lbs	2016	FORD	FORD	2015	83187
13	FORD	F550	22	CNG	16500 lbs	2016	FORD	FORD	2016	59141
14	FORD	F550	22	CNG	19500 lbs	2019	FORD	FORD	2019	30485
15	FORD	F550	22	CNG	19500 lbs	2019	FORD	FORD	2019	28822

- On **page 15**: Additional information for *Section 1. Project Scope*:

Annual Hours and Miles

Vehicle Revenue Miles: 86,000

Vehicle Revenue Hours: 9,500

- On **page 16**: Additional information for *Section 1. Project Scope*:

A billable hour is the amount of time a driver requires to complete the agreed upon work.

- On **page 23**: Additional information for *Section 6. Vehicle Operator*, additions are in bold and red:

6. Vehicle Operator:

Contractor will operate Calabasas shuttle services as specified by City and in strict accordance with the operating schedules and routes set forth in this document, and shall provide such service in a safe, professional, and courteous manner. Contractor shall ensure a sufficient number of operators, both regularly-scheduled and extra board (cover or relief), to provide consistent and reliable service.

**Operators under this contract are not subject to a Union or Collective Bargaining Agreement.**



CITY *of* CALABASAS

- **Attachment D:** Additional information for *Attachment D Transit Routes* has been added:

City Holidays are as follows:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve (1/2 Day)



Response to Questions April 22, 2024

1. With the questions deadline being so close to the deadline, can you please extend the deadline?	We have extended the deadline – see Addendum #2.
2. Could you please provide an inventory of the fleet	See Addendum #2.
a. Relevant information includes: Year, make, model, maintenance records etc.	
b. Does the fleet count include spare vehicles?	
3. Who is the current operator?	Refer to the attached Contract Award Staff Report .
a. How many vehicles are they using for each service type they operate?	See Addendum #2. The City owns nine buses and all nine buses will be utilized by the selected Contractor for transit services provided under this contract.
b. What has been successful about the service and current operator?	The City does not release information regarding an active contract.
c. What has been a challenge for the service and current operator?	The City does not release information regarding an active contract.
4. What is the annual budget by service type?	Please see the City’s annual budget (page 123 of FY24 Budget): <a href="https://www.cityofcalabasas.com/government/finance/annual-budgets">https://www.cityofcalabasas.com/government/finance/annual-budgets</a> .
5. Does Calabasas Transit have any data related to annual hours and miles operated by service?	Yes, see Addendum #2.
6. Are the personnel under this contract subject to a Union or Collective Bargaining Agreement?	No, see Addendum #2.
7. If answer to question 14 is “Yes”, then please indicate Union associated with personnel?	N/A
8. Is there a bid bond and/or performance bond requirement?	A performance bond is required, a bid bond is not, see Addendum #2.
9. Please clarify if there is office space available for the contractor?	City will not provide office space for contractor.
10. Is the vehicle parking secure?	Yes.
11. Please provide the schedule for the Summer fixed “beach” bus.	Historically, the Beach Bus has provided service from Calabasas to Topanga State Beach five days a week between 10 am and 7 pm for ten weeks from June to early August...
12. How many revenue hours per route per year?	See Addendum #2.

13. How many total miles per route per year? And how many hours per route per year?	See Addendum #2.
14. How many total drivers are there currently?	The selected contractor will need to determine the appropriate number of drivers to meet the scope requirements, see RFP Section 6.
15. What were the punitive damages/fines total for the previous operator?	The City does not release information regarding an active contract.
16. Please provide invoices for last year (monthly if possible)	The City does not release information regarding an active contract.
17. Do you want/need automated passenger counting?	If it is an option, please provide it in the proposal for consideration.
18. What technology requirements does the operator have right now?	The City does not release information regarding an active contract, please refer to the Contract Award Staff Report.
19. Are we able to include our financial statements as a substitute for Form 700 Statement of Economic Interests?	The Form 700 will be required at the time of contract award.
20. Are electronic signatures acceptable instead of wet signatures?	Yes.

Response to Questions April 29, 2024

<p>1. RFP #6, page 10/60: Please provide all bidders with the appropriate current employee's position, wages, hire date and benefits information in accordance with the stated Labor Code §1720 requirement.</p>	<p>The City does not release information regarding an active contract.</p>
<p>2. Labor Code 1070: For bidders to comply with Labor Code 1070/1072 bidders will need the following information:</p> <p>A. seniority list for the current employees for this contract with position, full time or part time status, length of service, and current rate of pay.</p> <p>B. current rates/benefits of the current employees with specific information regarding co-pays, dependent coverage and amount of premium paid by employer.</p> <p>C. information regarding retirement plans.</p> <p>D. Any applicable collective bargaining agreements for employees of these services and any applicable MOUs or side letters of agreement</p>	<p>The City does not release information regarding an active contract.</p> <p>D. See Amendment #2.</p>
<p>3. RFP, Attachment A, page 16/90: Please provide all bidders with a full fleet list including year, make, model and current mileage so that bidders can produce accurate vehicle maintenance projections.</p>	<p>See Amendment #2.</p>
<p>4. RFP, Attachment A, page 16/90: Please provide bidders with information regarding fleet replacement expected over the life of the contract including which vehicles are going to be replaced, when and what vehicles are going to purchased (year/make/model).</p>	<p>See Amendment #2. While the City is pursuing transition to a zero-emission fleet, Proposers shall assume that the current fleet will be utilized for the duration of the contract.</p>
<p>5. RFP, Attachment A, page 16/90: Please provide the definition of a billable hour as listed in the Bid Schedule of Attachment A on page 16/90.</p>	<p>See Amendment #2.</p>
<p>6. RFP, Attachment A, page 16/90: Please provide all bidders with the quantity of required billable hours for each service requested to ensure that the City can compare bidders' prices</p>	<p>Bidders should review the current shuttle routes provided on the City's website to develop the proposed service hours required based on their understanding of the contract requirements.</p>
<p>7. RFP, Attachment A, page 16/90: The table in Attachment A provides bidders a section to price the costs associated with certain but not all vehicle maintenance related work, where should costs for other maintenance related work be included in this Bid Schedule table?</p>	<p>Maintenance activity not specified in the Bid Schedule table will be part of the Maintenance Allowance (Item 13).</p>

8. RFP, Attachment A, #9.2, page 34/90: Please provide a detailed list of fines charged to the current contractor over the last 3 years.	The City does not release information regarding an active contract.
9. RFP, Attachment A, page 16/90: Please confirm for all bidders which vehicles operate on which routes.	See Addendum #2. The City owns nine buses and all nine buses will be utilized by the selected Contractor for transit services provided under this contract.
10. RFP, Attachment A, page 16/90: Please provide all bidders with billable hours, total hours and mileage information for each of the last 3 calendar years.	The City does not release information regarding an active contract.
11. RFP, #2. b. viii, pg. 9/90: In the event of a contractor transition with the new contract will the City provide an incoming contractor with training vehicles to use?	The selected Contractor will work with existing Contractor to utilize the existing fleet. The City will assist with making a bus available for training.
12. Attach. A, #4, pg. 19/90: The RFP mentions the possibility of implementing Zero-Emission vehicle in the term of the new contract. Who will be responsive for charging infrastructure and charging fees?	The City will be responsible for infrastructure and costs in the event of implementing Zero-Emission technology and the Contractor shall be responsible for training drivers of the use of the technology.
13. RFP Section II.1.e. Reference: Please clarify the City's requirement: "Samples of similar work described in this section shall be attached."	Proposer shall include a narrative in their Proposal describing similar work performed for other agencies.
14. RFP Section II.2.b.v. Administration and Operational Resources: Please clarify what proposers are to submit for the required "position code(s)."	Position code refers to employee classification or title. Proposals shall provide a detailed staffing plan for this Project, including employee classifications.
15. RFP Section II.6. Fee Schedule: Please provide the required Fee Schedule in Excel format.	See Fee Schedule Template on the Public Notices page of the City's website.
16. Addendum 1: No signature block is provided in Addendum 1. Please confirm proposers are to submit signed copies of all addenda, and if the requirement is to return the cover page or the entire document	Signature block has been added to both addendums. Proposers are to submit signed copies of all cover page of addenda.
17. 11.1.4 Worker's Compensation insurance, page 43: This section states: If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.  Will the City revise this language to the following?	City may negotiate certain terms with the selected Contractor. Proposers are encouraged to submit suggested contract revisions with their Proposal.

<p>If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker’s Compensation law, Contractor shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.</p> <p>Contractor does not provide coverage to subcontractors; however, Contractor will ensure subcontractors are insured properly, indemnifying Contractor and City</p>	
<p>18. 11. Insurance Page 43: This section states: 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.</p> <p>Will the City revise this language to the following?</p> <p>11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets applicable law.</p> <p>Insurance coverage types and limits may not be applicable to or not reasonably available to disadvantaged business enterprises (DBE) and smaller subcontractors. Contractor prefers to allow its vendors to maintain insurance coverage that is applicable by law.</p>	<p>City may negotiate certain terms with the selected Contractor. Proposers are encouraged to submit suggested contract revisions with their Proposal.</p>
<p>19. 11. Insurance Page 43: This section states: 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.</p> <p>Will the City add the following language to this section?</p> <p>11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A: VII in the latest edition of Best’s Insurance Guide or coverage is provided by a qualified self-insurance program approved by the state of California.</p> <p>Contractor is a qualified self-insurer, which is authorized by the State of CA Department of Industrial Relations and approved annually by the Office of Self-Insured Plans (OSIP). Qualified self-insurers, however, do not have an AM Best Rating.</p>	<p>City may negotiate certain terms with the selected Contractor. Proposers are encouraged to submit suggested contract revisions with their Proposal.</p>
<p>20. 11. Insurance Page 43: 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and</p>	<p>City may negotiate certain terms with the selected Contractor. Proposers are</p>

<p>effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.</p> <p>Will the City revise the language in this section to the following?</p> <p>11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may immediately terminate this Agreement.</p> <p>Contractor's failure to secure the required insurance would be a material breach and the City would have the legal right to terminate the contract and seek damages from Contractor resulting for such breach.</p>	<p>encouraged to submit suggested contract revisions with their Proposal.</p>
<p>21. 11. Insurance Page 43: This section states: 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.</p> <p>Will the City revise the language in this section to the following?</p> <p>11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished prior to the expiration of the coverages.</p> <p>Contractors cannot guarantee that Certificates of Insurance will arrive two weeks prior to their expiration.</p>	<p>City may negotiate certain terms with the selected Contractor. Proposers are encouraged to submit suggested contract revisions with their Proposal.</p>
<p>22. 11. Insurance Page 43: This section states: 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation,</p> <p>23. and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association</p>	<p>City may negotiate certain terms with the selected Contractor. Proposers are encouraged to submit suggested contract revisions with their Proposal.</p>

<p>must be listed as an additional insured in addition to the City.</p> <p>Will the City revise the language in this section to the following?</p> <p>11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled except on thirty days' prior written notice to City, unless cancellation is due to non-payment of premium, which will require a ten (10) days written notice to City. Contractor does not have the authority to make these requirements of our carriers. HOA verbiage is not applicable to Contractor. Please remove.</p>	
<p>11. Insurance Page 43: This section states: 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or          Consultant shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.</p> <p>Will the City revise the language in this section to the following?</p> <p>11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. As is customary for large companies, to maintain qualified self-insurance and large deductibles, insurance programs that are reviewed annually and secured by the insurance carrier. Contractor's risk management team evaluates the appropriateness of such deductibles or self-insurance programs annually and retains the right to make business decisions of this nature for the company.</p>	<p>City may negotiate certain terms with the selected Contractor. Proposers are encouraged to submit suggested contract revisions with their Proposal.</p>
<p>24. Attachment D, Transit Routes, page 79/90: Please provide a list of City of Calabasas Holidays.</p>	<p>See Amendment #2.</p>
<p>25. Attachment D, Transit Routes, page 79/90: Please provide the Schedule for the One (1) summer fixed-route Beach Bus (10-week operation).</p>	<p>Historically, the Beach Bus has provided service from Calabasas to Topanga State Beach five days a week between 10 am and 7 pm for ten weeks between LVUSD term end (mid-June) to LVUSD term begin (late August).</p>

Response to Questions May 6, 2024  
RFI 3

<p>1. Price Adjustment: Will the City include a provision that provides for price adjustments if Contractor's costs increase or revenues decrease as a result of (i) changes to the scope of work/service hours requested by the City, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the minimum wage in the City or surrounding jurisdictions; and (iv) costs incurred in response to a federal, state, or local state of emergency (including the COVID-19 pandemic or similar national emergency), including providing personal protective equipment, supplies, staffing, and additional services (including additional health and safety services or requirements)? If the parties are unable to agree on a rate adjustment, then either party may terminate the contract upon 120 days written notice to the other party.</p> <p>The contractor needs price protection for changes requested by the City or matters that were not contemplated at the time of the Contractor's proposal.</p>	<p>City may negotiate certain terms with the selected Contractor. Proposers are encouraged to submit suggested contract revisions with their Proposal.</p>
<p>2. Vehicle Acceptance Standards: Will the City include the Contractor's vehicle acceptance standards as the applicable standard against which all vehicles will be inspected and include the Contractor's vehicle acceptance agreement as an exhibit to the Agreement?</p>	<p>City may negotiate certain terms with the selected Contractor. Proposers are encouraged to submit suggested contract revisions and exhibits with their Proposal.</p>
<p>3. Force Majeure: Will the City include a force majeure provision relieving both parties from performance under the Contract for circumstances beyond their reasonable control (acts of God, war, labor strikes or disputes, terrorism, etc.)? The contractor should be excused from performance under the contract for circumstances beyond the Contractor's control.</p>	<p>City may negotiate certain terms with the selected Contractor. Proposers are encouraged to submit suggested contract revisions with their Proposal.</p>
<p>4. Termination for Convenience: The RFP indicates the City may terminate at any time upon 30 days' notice to the Contractor. Will the City revise to provide written notice 60 days prior and payment of the Contractor's close-out costs? The contractor will have contract termination costs and employment termination obligations required by law (WARN Act, etc.).</p>	<p>City may negotiate certain terms with the selected Contractor. Proposers are encouraged to submit suggested contract revisions with their Proposal.</p>
<p>5. Proposal: Notwithstanding the Contractor's delivery of a proposal, the Contractor reserves the right to withdraw its bid and/or reject a contract award if the Contractor</p>	<p>City will only award a contract to a Contractor after successful negotiation</p>



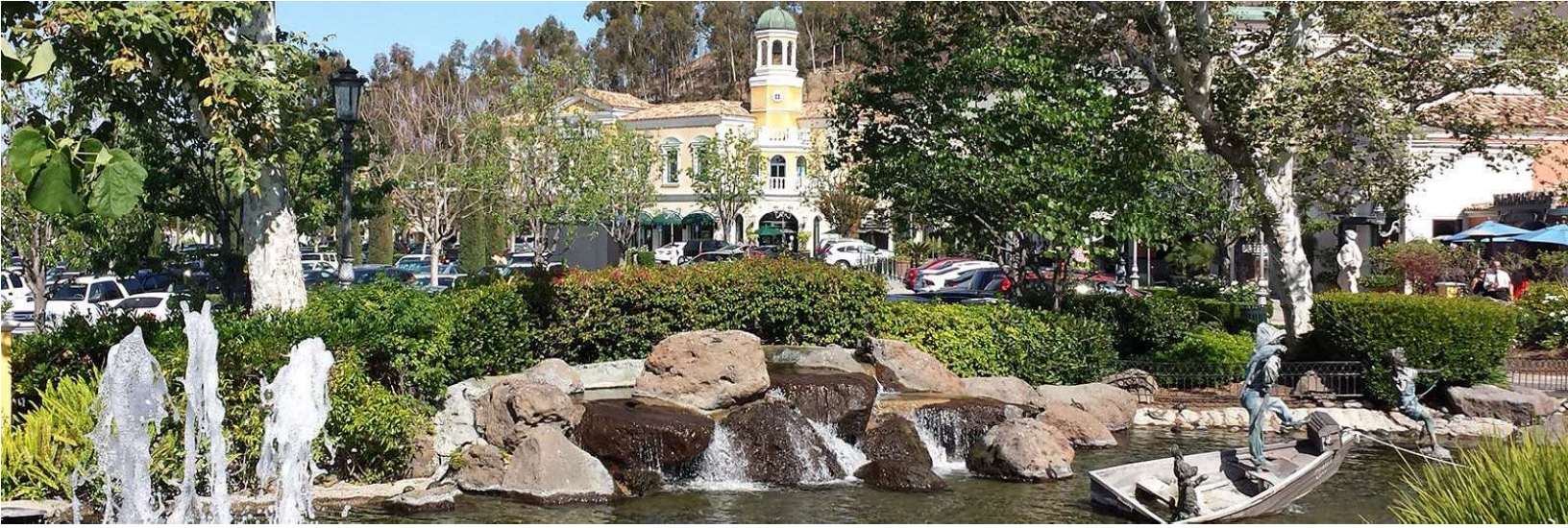
<p>and the City cannot negotiate a satisfactory resolution to the Contractor's submitted exceptions. Will the City agree that the Contractor's proposal and acceptance of an award is subject to and conditioned on the negotiation of the Contractor's exceptions?</p>	<p>of terms and conditions to which both parties agree.</p>
<p>6. RFP Section IV, page 13: Please provide the maximum file size accepted by the City's email system for proposal submission.</p>	<p>15GB</p>
<p>7. RFP Section III, page 11, 9. Confidentiality. This section states: Before the contract award, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the award of the contract, or if not awarded, after the rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded. Please confirm that post-award, the City will keep the proposers' proprietary trade secret information exempt from public disclosure in accordance with the CPRA.</p>	<p>Proposals will be subject to the Public Records Act. Information deemed to be proprietary would not be released.</p>
<p>8. Attachment A. 4., page 18: Please provide the schedule for the City's Zero-Emission Vehicle Plan implementation.</p>	<p>Please view the <a href="#">City's ZEB Rollout Plan</a></p>
<p>9. Attachment A. 5.3., page 23: Is the City or Contractor responsible for the costs of the City's Zero-Emission Vehicle infrastructure and maintenance?</p>	<p>City shall be responsible for costs associated with infrastructure for ZEV; the Contractor shall be responsible for the maintenance of the vehicles.</p>
<p>10. 4.9.4 Real-Time Transit Vehicle Arrival Information Systems: Please provide the type, specifications, and details on the City's system that the Contractor is required to maintain.</p>	<p>City has not purchased the systems at this time.</p>
<p>11. Fleet: Can you please provide the year, make, model, and miles for each vehicle?</p>	<p>See Addendum #2.</p>
<p>12. Billing: With some routes being less than two hours, please confirm that contractors should plan to bill a minimum of the required two hours.</p>	<p>Proposers should include minimum number of proposed billing hours.</p>
<p>13. Vehicle Parking: Please advise if the City will provide secure fencing around the provided vehicle parking location. Also, can potential bidders place an office at the parking location? Or is one provided by the City?</p>	<p>City transit vehicles are parked in a designated area; however, it is not secured. An office at the parking area will not be permitted.</p>
<p>14. 4.9.4 Real-Time Transit Vehicle Arrival Information Systems: Is the Real-Time Information System the City's CAD/AVL software? If so, will the City provide tablets and/or MDTs and data plans for the tablet / MDT, or does the City require the Contractor to provide this equipment?</p>	<p>City has not purchased the systems at this time.</p>
<p>15. Electric Vehicles: The City's Zero-Emission Bus Rollout Plan states two battery electric cutaways will be</p>	<p>The buses have not been purchased at this time.</p>

<p>purchased in 2024. Please provide the following information for this and future purchases:</p> <ul style="list-style-type: none"> <li>• Make / Model</li> <li>• Range Assumption</li> <li>• Battery Capacity (kWh)</li> <li>• Battery Consumption (kWh)</li> <li>• Battery Warranty</li> <li>• Battery cell chemistry and manufacturer</li> <li>• Will there be access/software to the battery monitoring and reporting system?</li> </ul>	
<p>16. Electric Vehicles: Will the City provide the charging infrastructure, or is this the contractor's responsibility? If the City has procured any, please provide the following information, if available:</p> <ul style="list-style-type: none"> <li>• Number of chargers</li> <li>• OEM</li> <li>• Level 1 or Level 2 chargers</li> <li>• Rated Power (kW)</li> <li>• Access to charger monitoring and reporting system.</li> <li>• Charger compatibility standard</li> <li>• Power source: fully utility or microgrid</li> </ul>	<p>City will provide the necessary infrastructure.</p>
<p>17. Electric Vehicles: Has the local utility been engaged to determine whether the grid can handle the facility load? Is the City working on a resiliency plan if the grid goes down? Is the City considering opportunity charging?</p>	<p>The City has engaged SCE, however planning and design for the charging infrastructure have not started.</p>
<p>18. Does the City approve of using their logo in the bid response?</p>	<p>Proposers may include their logo in their proposal.</p>
<p>19. Incumbent: Please provide a copy of the current contract for this service.</p>	<p>The City does not release information regarding an active contract.</p>
<p>20. Incumbent: Please provide copies of the last three months of management reports and invoices from the contractor for this contract.</p>	<p>The City does not release information regarding an active contract.</p>
<p>21. Revenue Hours: Please provide a copy of each route's current pull-out and return-to-yard times. Please clarify the operating hours for each service by day of the week. Please clarify if "billable time" continues past "scheduled hours" due to exterior factors (traffic, weather delays, etc.) that are beyond the control of the contractor.</p>	<p>The City does not release information regarding an active contract. See Amendment #2.</p>
<p>22. IT: Is there a need for TDD/TTY?</p>	<p>No.</p>

Response to Questions May 6, 2024  
RFI 4

<p>1. The RFP states in different locations that Form 700 is required of bidders (II Proposal Content, pg8) but in a separate section on contract award (III-17, pg11). Can you please clarify if the Statement of Interests Form is required in the proposal submission for interested parties?</p>	<p>The Form 700 will be required at the time of contract award.</p>
<p>2. Please clarify the schedule for “Line 2 PM”. Is the Wednesday schedule in addition to a Monday through Friday schedule or is it the Mon, Tues, Thu, Fri and the Wednesday schedule is different similar to the Line 3 PM and Line 4 PM?</p>	<p>Line 2PM on Wednesdays only follows the “Wednesday” schedule, similar to Line 3PM and Line 4PM.</p>

**“EXHIBIT B”  
APPROVED FEE SCHEDULE**



## 5. FEE SCHEDULE

LAZ has prepared and included the Transit – Fee Schedule Template as requested.

Should the City prefer an all-inclusive per hour rate, our rate would be \$115.00 per hour for year one with an annual escalator of 3%. The per hour rate was based on the fixed and variable cost associated with the providing facilities, staff, drivers, and maintenance as outlined in the RFP. We applied the estimated annual hours and miles as referenced in Addendum # 2, 9500 hours and 86,000 miles, as a baseline. Our maintenance assumptions are based on normal preventative maintenance of the mechanical features of the vehicles operating approximately 86,000 annual miles.

Item	Description	Unit	Quantity (Annual)	Unit Cost	Item Total Cost
<b>Driver Hours</b>					
1	Line 1 Fixed Route	Hours	5000	\$ 47.50	\$ 237,500.00
2	Peak Service Route #2	Hours	1737.5	\$ 47.50	\$ 82,531.25
3	Peak Service Route #3	Hours	1000	\$ 47.50	\$ 47,500.00
4	Peak Service Route #4	Hours	562.5	\$ 47.50	\$ 26,718.75
5	Peak Service Route #5	Hours	625	\$ 47.50	\$ 29,687.50
6	Trolley	Hours	200	\$ 47.50	\$ 9,500.00
7	Beach Bus	Hours	450	\$ 47.50	\$ 21,375.00
8	Allowance for Special Events (City-Controlled)	Hours	250	\$ 47.50	\$ 11,875.00
<b>Maintenance to be Provided by Contractor (Section 4)</b>					
9	Maintenance - Oil Changes	EA	40	\$ 215.00	\$ 8,600.00
10	Maintenance - Tire Rotation	EA	40	\$ 230.00	\$ 9,200.00
11	Maintenance - Engine & Cabin Air Filter Change	EA	20	\$ 297.00	\$ 5,940.00
12	Maintenance - Other Fluids (Top-Off or Change)	EA	20	\$ 178.00	\$ 3,560.00
13	Maintenance Allowance - City-controlled (Towing, etc.)	EA	1	\$ 5,000.00	\$ 5,000.00
14	CNG Fueling Allowance - City-controlled (Section 6.9)	EA	1	\$ 75,000.00	\$ 75,000.00
15	Cleaning (Section 4)	EA	1	\$ 24,300.00	\$ 24,300.00
<b>Administration (Overhead, Office Staff, Customer Support, Invoicing, Revenue Tracking)</b>					
16	Transit Administration (Refer to Sections 2 & 3 below)	LS	1	\$ 562,120.00	\$ 562,120.00
17	Reporting (All Required Reporting)	LS	1	\$ 44,486.00	\$ 44,486.00
<b>Year 1 Total</b>				<b>\$</b>	<b>1,204,893.50</b>
18	Year 2 Increase	%	Year 2 Total	3%	#####
19	Year 3 Increase	%	Year 3 Total	3%	#####
<b>Grand Total (3 Year Base Contract)</b>				<b>\$</b>	<b>3,724,205.32</b>
20	Year 4 Increase (upon City approval of extension)	%	Year 4 Total	3%	#####
21	Year 5 Increase (upon City approval of extension)	%	Year 5 Total	3%	#####
<b>Grand Total (5 Year Contract w/ Extension)</b>				<b>\$</b>	<b>6,396,943.23</b>

In addition to the above Fee schedule, an anonymized sample invoice for one month of a similar service has been provided in the attachments section. *(Please note that all expenses are dependent upon the specifics of each contract)*

**NON-COLLUSION DECLARATION**

TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].”

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Signatory

**WORKERS' COMPENSATION**  
**INSURANCE CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Contractor

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Attest:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

**Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.**

No City Councilmember or other City official shall accept, solicit, or direct a campaign contribution of more than \$250 from any party<sup>1</sup> or agent<sup>2</sup> for 12 months after the City approves a contract. This prohibition commences when an application is filed, or a proceeding is otherwise initiated.

A party to a City proceeding shall disclose on the record of the proceeding any campaign contribution of more than \$250 by a party or agent to any City Councilmember or other City official during the preceding 12 months. No party to a City proceeding, or agent, shall make a campaign contribution to a City Councilmember or other City official during a proceeding and for 12 months after the City approves a contract.

A City Councilmember or other City official who received a campaign contribution of more than \$250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall abstain from participating in the proceeding. However, if he or she returns the portion of a campaign contribution in excess of \$250 within 30 days of knowing about the contribution and the relevant proceeding, he or she may participate in the proceeding.

\_\_\_\_\_

<sup>1</sup> "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

<sup>2</sup> "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether you or your agent made a campaign contribution of more than \$250 to a City Councilmember or other City official within the preceding 12 months, you must aggregate all such contributions.

Names of current City Councilmembers and other City officials are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

**(a) Document:**

- License
- Lease
- Permit
- Franchise
- Other Contract
- Other Entitlement

**Name and address of any party, or agent, who has contributed more than \$250 to any City Councilmember or other City official within the preceding 12 months:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**(b) Date and amount of contribution:**

Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

**(c) Name of City Councilmember or other City official to whom contribution was made:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

(d)  Check here If no contributions have been made to any Councilmember or other City official in the preceding 12 months.

(e) I certify that the above information is provided to the best of my knowledge.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_ Phone \_\_\_\_\_