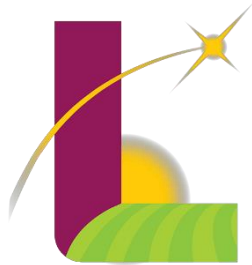

City of Lompoc



REQUEST FOR PROPOSALS TRN 1-24

Transit Reimagined Study

ISSUING OFFICE: City of Lompoc
Public Works Department
Transit Division
100 Civic Center Plaza
Lompoc, CA 93436

SUBMITTAL: PROPOSALS must be in hard copy (with CD or USB thumb drive included), sealed, and received no later than 2:00 p.m., March 19, 2024.

PROPOSALS RECEIVED AFTER THE TIME AND DATE STATED ABOVE SHALL BE DEEMED UNRESPONSIVE AND RETURNED UNOPENED TO THE PROPOSER.

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Table of Contents

REQUEST FOR PROPOSAL	1
SECTION 1 - INSTRUCTIONS AND CONDITION	2
1.1 Project Description	3
1.2 Information	3
1.3 Important Notice	3
1.4 Definitions	3
1.5 Contracting Agency	4
1.6 Legal Responsibilities	4
1.7 Joint Offers	4
1.8 Business Tax Certificate	4
1.9 Withdrawal of Proposals	5
1.10 Rejection of Proposals	5
1.11 Evaluation/Award of Contract	5
1.12 Proposal Pricing Guidelines	6
1.13 Proprietary Information	6
1.14 Tentative Selection Schedule	7
SECTION 2 – PROJECT OVERVIEW	8
2.1 Background/Introduction	9
2.2 Term of Contract	9
2.3 Scope of Work	10
2.4 Minimum Qualifications	18
2.5 Competitive Selection	18
2.6 Selection and Evaluation Factors	19
2.7 Inquiries	19
2.8 Proposal Acceptance Period	19
2.9 Contract Incorporation	19
2.10 Negotiations	19
2.11 Disadvantaged Business Enterprise (DBE)	20
2.12 Proposal Format	20
SECTION 3 - AGREEMENTS	23

PUBLIC NOTICE

**REQUEST FOR PROPOSAL
TRANSIT REIMAGINED STUDY**

PROPOSALS must be in hard copy (with CD or USB thumb drive included), sealed, and received no later than 2:00 p.m., March 19, 2024 at:

City of Lompoc
Transit Division
Attn: Richard Fernbaugh
100 Civic Center Plaza
Lompoc, CA 93436

No proposer shall discriminate in employment practices based on race, color, national origin, ancestry, disability, gender, or religion.

No qualified handicapped person shall, based on handicap, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any matter leading to the award of contract.

The right is reserved by the City of Lompoc to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of the City.

The complete RFP can be found on the City website, at:

<https://www.cityoflompoc.com/government/departments/management-services/purchasing-division/current-bid-opportunities>

Date: This 16th day of February 2024 at Lompoc, California

By: Richard Fernbaugh, Transit/Airport Administrator, City of Lompoc

City of Lompoc, California

Publication Date: [02/21/24]

**SECTION 1 - INSTRUCTIONS AND
CONDITIONS**

1.1 Project Description

The City of Lompoc (City) is requesting proposals from qualified and experienced proposers to prepare a Transit Reimagined Study for the City of Lompoc. This contract represents a two-part engagement. The first component is the Transit Reimagined Study, while the second is a Request for Proposals (RFP) development and procurement support for the City's Transit Operations and Maintenance contract. It is the City's intent to award a single contract inclusive of both project components.

1.2 Information

The City of Lompoc Public Works Department, Transit Division is issuing this Request for Proposals. Unless otherwise directed, all communications regarding this Request for Proposals shall be directed to Richard Fernbaugh, Transit/Airport Administrator, at r_fernbaugh@ci.lompoc.ca.us.

Any revisions to the Request for Proposals will be issued and distributed as Addenda. Bidders are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Request for Proposals. Failure to adhere to this policy may be grounds for rejection of proposal.

1.3 Important Notice

The City of Lompoc will not be responsible for oral interpretations given by any City employee, representative, or others. Bidders are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the City will attempt to notify all prospective bidders who have secured same. However, it will be the responsibility of each prospective bidder, prior to submitting its proposal, to contact Richard Fernbaugh, Transit/Airport Administrator, via email at: r_fernbaugh@ci.lompoc.ca.us with the City of Lompoc, 100 Civic Center Plaza, Lompoc, CA 93436, (805) 875-8228, to determine if addenda were issued, and to make such addenda a part of their proposal.

1.4 Definitions

1. "Agency" refers to the City of Lompoc, an Agency established under the laws of the State of California.
2. "Days" refers to working days of the City of Lompoc when used in context with Agency's bid protest procedures.

3. The terms “file” or “submit” refer to the date of receipt by Agency.
4. "Interested party" includes all bidders on the contract or procurement. The term may also include a subcontractor or supplier at any tier who shows that it has a substantial economic interest in a provision of the Invitation for Bid (IFB) or the Request for Proposals (RFP) or of the interpretation of such a provision.
5. "Local" as used herein refers to the County of Santa Barbara and the State of California. When used in conjunction with the phrase "laws and regulations" it is construed to mean only those laws or regulations associated with the provision of public mass transportation and the use of public funds. It is not construed to include the purchasing and/or protest procedures used by either of the entities.
6. “RFP” as used herein, also includes the term "offer" or “RFP” as used in the context of negotiated procurements.
7. "Administrator" or “Manager” as used herein refers to the project manager of the City of Lompoc.

1.5 Contracting Agency

The City of Lompoc will administer the contract resulting from this Request for Proposals.

1.6 Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature, whether the same or expressly referred to herein or not.

1.7 Joint Offers

Where two or more Offerors desire to submit a single proposal in response to this RFP, they shall do so on a prime-subcontractor basis rather than as a joint venture. The Agency intends to contract with a single firm and not with multiple firms doing business as a joint venture.

1.8 Business Tax Certificate

Possession of a City of Lompoc Business Tax Certificate is not required to submit a proposal in response to this invitation. However, Contractor shall be required to possess, at its own expense, a valid and current City of Lompoc Business Tax Certificate prior to commencing work. Fee is based on gross receipts for all business transactions in the City of Lompoc. For additional information, contact the City of Lompoc Clerk at (805) 875-

8241.

1.9 Withdrawal of Proposals

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals only by written request filed with the City of Lompoc Project Manager. The request shall be executed by the offeror or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the offeror to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

1.10 Rejection of Proposals

Failure to meet the requirements of the Request for Proposals (RFP) will be cause for rejection of the proposal. The City may reject the proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. The City reserves the right to reject all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the sole opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

1.11 Evaluation/Award of Contract

Evaluation and selection of proposals will be based on the qualifications and evaluation criteria outlined in the RFP. Brochures or other promotional presentations beyond that which is deemed sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary and will not affect the evaluation process.

The City of Lompoc reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipate initiative and ability of the proposer to perform the services set forth herein.

The City of Lompoc reserves the right to reject any or all proposals, to waive any requirements, both the City's and those proposed by the proposer; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of the City to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered; and to evaluate in its absolute discretion, the proposal of each proposer, so as to select the proposer which best serves the requirements of the City, thus providing that the best interest of the City will be served. The proposer's past performance, and the City's assurance that each proposer will provide

service as bid, will be taken into consideration when proposals are being evaluated.

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or the bid of any bidder who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the City in the proposer's bid submission, or at any point in the bid evaluation process, including any interview conducted, is grounds for rejection of the bid. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the bid submission is material shall be made solely in the exercise of the City's sole discretion. The City expressly reserves the right to reject the bid of any bidder who is in default on the payment of taxes, licenses, or other monies due the City of Lompoc.

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

1.12 Proposal Pricing Guidelines

Contractor shall provide proposed fees and cost information by task for the completion of the proposed scope of work as a part of this Request for Proposals. Fee schedules submitted in response to this Request for Proposals shall identify hourly rates and hours dedicated to project and be no higher than the bidder's standard commercial rates for same services. Fees submitted may be used as a basis of negotiation with the successful contractor.

1.13 Proprietary Information

The proposals received shall become the property of the City of Lompoc and are subject to public disclosure. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the bidder as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets," "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or all of their proposal as exempt from disclosure may be deemed non-responsive.

1.14 Tentative Selection Schedule

Issuance of RFP	February 21, 2024
Question/clarification deadline	March 5, 2024, 2 pm PT
Responses to questions	March 11, 2024
Proposal submittal deadline	March 19, 2024, 2:00 pm PT
Interviews (if needed)	Week of March 25, 2024
Contract award	April 2024

SECTION 2 – PROJECT OVERVIEW

PROJECT OVERVIEW

2.1 Introduction & Background

The City of Lompoc (“City”) is in Santa Barbara County along the California Central Coast. Situated approximately 10 miles from the Pacific Ocean, the City encompasses approximately 11.7 square miles with an estimated population of 43,834 with its main entrances accessed from two major State Highways (Highway 1 and Highway 246).

The City of Lompoc currently operates a public transit service known as City of Lompoc Transit (COLT). COLT provides the following services:

- A. Fixed route: A public service currently consisting of four (4) fixed routes.
- B. ADA: A destination-to-destination service operating in city limits and portions of the adjacent unincorporated areas of Santa Barbara County. The ADA service is available to persons with disabilities.
- C. Santa Barbara Shuttle: Twice weekly, demand-responsive/public service linking Lompoc with the Santa Barbara/Goleta area.
- D. Wine Country Express: Daily (Monday-Saturday) fixed-route service linking Lompoc with the cities of Buellton and Solvang, as well as Santa Ynez Valley Transit.

The City of Lompoc is requesting proposals from qualified and experienced proposers to prepare a Transit Reimagined Study for the City of Lompoc. The study will function as a blueprint for future service development, shaped by innovative community engagement.

This contract represents a multi-part engagement. The first component is the Transit Reimagined Study and development of the website and mobile application(s), the second is the RFP development and procurement support for the City’s Transit Operations and Mobility Services contract, additionally the consultant shall implement and deploy the website and mobile application(s) and shall continue to monitor, maintain, support, update, and ensure proper function of the website and mobile application(s) through June 30, 2035. It is the City’s intent to award a single contract inclusive of all project components.

2.2 Term of Contract

The term of the Study and RFP portions of the contract are expected to be approximately 12 months, including the procurement support services, in accordance with Section 2.3 of this RFP. The Transit Reimagined Study and RFP shall both be

completed in January 2025 so the Transit Operations and Mobility Services contract can be awarded with sufficient time to facilitate a July 1, 2025 service start, unless otherwise directed by the City. The term of the website and mobile app development and deployment services shall continue through deployment in July 2025. The term of the monitoring, maintenance, support, updates, and ensuring proper function of the website and mobile app(s) shall extend through June 30, 2035.

2.3 Scope of Work

Scope of Services

The City of Lompoc's transit program has been operating for more than 30 years. Over time, the program has evolved to meet the mobility needs of persons residing and/or working in Lompoc, Vandenberg Village, and other adjoining portions of unincorporated Santa Barbara County.

As Lompoc and northern Santa Barbara County continue to experience changes in population demographics, employment centers, and housing, it is time for a comprehensive evaluation of the program particularly given changes arising from the recent COVID-19 pandemic.

The Transit Reimagined Study (Study) will be a comprehensive forward-looking assessment of the City's current public transit program that will likely result in significant recommended changes to how publicly funded mobility services are provided/operate reflective of future as well as current mobility demand, needs, and priorities. In addition to evaluating the City's transit service, the study will consider how City-funded services optimally integrate with the larger framework of northern Santa Barbara County public, private, and hybrid mobility services.

The study will function as the "blueprint" for future service development, shaped in large part by objective analysis as well as innovative community engagement including community leaders, activists, transit riders, and support organizations. A full evaluation will be conducted to evaluate route alignments, structure, and connectivity; service span and frequency; funding, farebox recovery, and program sustainability; land-use development; ease and speed of trip booking, trip planning, and management of accounts by customers, including website and app-based tools; anticipated technology advancement; integration with current third-party, app, and web-based transit solutions; and climate change. During preparation of the Study, the consultant will develop an updated website and mobile device applications (apps) to improve the ease, speed, and abilities of customers, the City, and its operations contractor in using and managing the City's transit services.

After completion of the Transit Reimagined Study, the consultant will prepare a Request for Proposals for a new City transit operations contract incorporating the service revisions, website, and app tools developed in the Study. The City's existing

Transit Operations contract ends June 30, 2025. The consultant's Study and RFP work must be completed to facilitate a July 1, 2025, service start for the new City transit operations contract.

PART I – TRANSIT REIMAGINED STUDY

Task 1. Project Management

Within five (5) business days of receipt of a Notice to Proceed, the selected consultant will conduct an in person, project initiation meeting with the City's Transit/Airport Administrator. The purpose of the meeting will be to clarify communication protocols as stated in this RFP, review how the consultant will develop and implement the scope of work, review with the consultant the project schedule, discuss the consultant's data needs, and further develop details and consensus as to community engagement activities and timeline.

Project status meetings shall be conducted on a regular basis, no less than once monthly.

Invoicing shall take place no more frequently than monthly. Each invoice shall be accompanied by a memo detailing activities undertaken during the billing period, as well as anticipated activities for the upcoming billing period. Any anticipated challenges shall also be detailed within the memo.

Deliverables: Project initiation meeting agenda and summary; regular project status meetings; project memos and invoices.

Task 2. Existing Conditions

In this task, the consultant will evaluate existing market demand, historic travel patterns, and factors (influences and barriers) impacting the use of public transit to identify current and projected demand for transit as well as other mobility services. The City will provide prior relevant studies and reports to the extent practical.

Deliverable: Technical Memo #1 – Existing Conditions. Due to City no later than July 22, 2024.

Task 3. Transit Service Evaluation

The consultant will conduct a quantitative and qualitative analysis of the City's current public transit program. The evaluation will include, at a minimum, quantitative performance metrics (such as ridership; passengers per vehicle service hour; passengers per vehicle service mile; cost per vehicle service hour; on-time performance; vehicle load; cost per ride; duration of rides from origin to destination including typical trips involving transfers between routes; headways;

minimum, maximum, and average time prior to departure by which reservations for demand response trips must be made; revenue service hours paid for demand response service during which no rides were provided; and farebox recovery ratio) as well as address the following qualitative issues:

- What about the current service works well and why?
- What about the current service does not work well and why?
- What are future factors which could impact the provision of transit service?
- What impact will/do land-use policies have on public transit?

While a review of pre-pandemic data may be informative with respect to prior service performance, the focus of the evaluation should be FY 2021/22 and later.

Deliverable: Technical Memo #2 – Evaluation of Current Transit Service. Due to City no later than July 22, 2024.

Task 4. Community and Stakeholder Engagement

For this project, the City is looking to engage the community as a whole, not just current transit riders. The consultant will develop an engagement strategy that places the project at the forefront of community awareness and discussions, using tactics that result in the broadest potential community participation. Community and stakeholder engagement shall include outreach to current transit riders, historically mobility-disadvantaged populations, employers and other stakeholders, local decision-makers, and the community at large.

Community and stakeholder engagement shall take place in two phases. The first phase will include initial outreach for input that will be used in the development of service options. The second phase will take the preliminary service options back to the community and stakeholders for further input and prioritization.

Deliverables: Project Engagement Strategy (memo); outreach materials and promotion; outreach activities; Technical Memo #3 – Summary of Community and Stakeholder Engagement. Due to City no later than September 6, 2024.

Task 5. Summary of Preliminary Findings, Website and App Development and Real Time Service Information

In this task, the consultant will summarize preliminary findings developed through research and community engagement and prepare preliminary service options/alternatives with clear quantitative and qualitative discussion of differences between the options and the consultant's recommendations. The discussion shall address and compare the performance metrics listed in Task 3

as well as the estimated total cost and corresponding ridership for each service; the recommended fare structure and fare values for each service; other elements of revenue and cost pertaining to each service; recommended fixed routes, paratransit, microtransit, and partnerships with private service providers/fleet vendors; recommended vehicle types and sizes for each service; and any other capital or operational needs and costs to operate each service. Upon approval or comments from City staff, and completion of any necessary revisions, these findings and preliminary scenarios will be presented to the community as part of one or more information-sharing sessions as part of Phase 2 of Task 4.

The consultant shall also evaluate, offer recommendations to the City, and after receiving direction from the City, include in the preliminary service options/alternatives the integration of fleet vendors (e.g., Lyft, Uber, and local taxi cabs) into COLT services, while complying with applicable FTA and other transit regulations.

Deliverable: Technical Memo #4 – Summary of Findings and Preliminary Service Options. Due to City no later than September 20, 2024.

Task 5A. Website and Mobile App

The selected consultant shall design, fully develop, integrate with necessary hardware and software, deploy, and continue to support and ensure proper function of a transit website and mobile app(s) on behalf of the City of Lompoc's public transit and community mobility programs. The scope and content of the transit website and mobile app(s) will reflect those programs and services selected by the City for implementation as a result of the Transit Reimagined Study.

The transit website and mobile app(s) shall be free and readily available for the public to download, use, and update user information. The transit website and mobile app(s) shall include user friendly features and tools such as:

- A transit website which functions well with common internet browsers, and mobile app(s) that are compatible with and function well on all common mobile devices (including at least Apple IOS and Google Android operating systems). The transit website and app(s) shall have links to the City of Lompoc website. The transit website and mobile app(s) should be integrated with accessibility from the current City of Lompoc website.
- The transit website and mobile app shall include maps which provide an overview of the service area, and through zooming, sufficient detail to see routes, transit stops, streets, real-time locations of transit vehicles

which are available for service at that time and ability to click on those vehicles' icons to view service options and link to purchase trips, and important points of interest.

- A concise set of navigation links inclusive of the most common (that is, frequently used) service information (e.g., service maps, schedules, fare info). Navigation elements shall repeat on each page. Schedules shall be directly available from the transit website (on html pages, and as PDFs). The schedules shall be capable of being downloaded directly to common handheld devices.
- The transit website and mobile app shall allow for the creation of secure intuitive user accounts for repeatable users as well as options for one time uses. These accounts shall allow the user to purchase, modify, and cancel trips and multi-trip passes; schedule repeating trips and one time trip(s); arrange notifications, integrate trips into personal calendars; manage and view past and future trips and payments, manage account preferences, ask questions and report concerns to the operations contractor and to the City, and related features. The user accounts shall allow for the City of Lompoc and its transit Operator to easily communicate with and serve its customers as well as access and manage user accounts. Customers shall receive clear and accurate automated notifications from their accounts through their choice of email, text, call, and/or message through their account app of service alerts and account notifications, including impacts or schedule changes to specific trips purchased by the user, trip reminders, and other notifications they choose from a menu of options.
- Consultant shall provide payment processing and disbursement of funds to City on a schedule approved by the City, unless the City elects to process payments directly, in which case Consultant shall redirect payments to City system.
- User interface shall include user friendly tools which seamlessly integrate and allow users to progress from one action to any other action without losing their data entry or selections, such as: trip planning, purchasing, modification of trip(s), cancelation of trip(s), report concerns, and secure account management.
- The trip planning component on the website and in the app shall provide search filters for and offer a range of the most reasonable COLT service options to meet the riders' travel needs, including but not limited to, cost, departure time and location, arrival time and location, vehicle type, single duty (travel alone) or shared trip with other riders, fixed-route only trip, demand response only trip, fixed-route plus demand response trip, and other relevant options.

- Trip planning shall include a component whereby riders can identify start and destination by landmark, street intersection, or specific street address. All trip purchases shall offer and provide to users real time location of their transit service vehicle(s) as well as trip reminders and service alerts. Trip reminders shall by default be sent to users at the following times prior to their scheduled trips and may be adjusted by users: 1 day in advance, 15 minutes in advance, 1 minute in advance. Service alerts shall include all delays, location changes, route adjustments, changes to vehicle type, and any other changes affecting the trip; and all service alerts shall be provided to the affected users in real time, resulting in immediate and clear notification.

The consultant shall continue to monitor, maintain, support, update, and ensure proper function of the transit website and mobile app(s) through June 30, 2035. Such work shall include but not be limited to regularly confirming the accuracy and proper function of the systems, including the real-time vehicle information, notifications, service alerts, and all aspects of the customer interface and the City and operations contractor interfaces. The consultant shall deliver to the City monthly summaries of the monitoring, maintenance, support, and update work, including confirmation of accuracy and proper function as well as explanation of any issues and ongoing corrective actions.

Task 5B: Real-Time Service Information

Market research confirms access to accurate real-time service information is a key influencer when considering selection of public transit as a travel option. As such, the selected consultant will prepare a “white paper” discussing recommended hardware and software options necessary for implementation of the real-time bus/vehicle location and arrival technology specific to the City’s public transit program. The analysis will include relative merits, detailed cost, availability, compatibility with existing City systems, compatibility with fleet vendors (e.g., Lyft, Uber, and local taxi cabs), ease of use, implementation plan, and timeline. The consultant shall revise the white paper based upon City comments and any additional necessary analysis in order to present a complete supporting discussion of the recommended hardware and software necessary to fulfill all real-time vehicle location functions required by this RFP.

The selected consultant will be responsible for creating the GTFS “feed” required to support the real-time service information needed to support implementation of the service recommendations arising from the “Transit Reimagined” study. This feed relates to the City’s proposed transit website and mobile app tools (Task 5A).

The selected consultant is responsible for integrating any software necessary

to fulfill all real-time vehicle location functions required by this RFP to work seamlessly with the webpage and mobile app(s) developed in Task 5A, and with any necessary hardware, and with existing City systems. The real-time software shall integrate with the City's existing vehicle telematics hardware and software already in use, and/or any upgrades to City hardware and software as needed. The consultant shall deploy the real-time software, support the real-time software, and update the real-time software.

The selected consultant will be responsible for coordinating with Google for successful integration with Google Transit, along with any required troubleshooting and corrective actions to provide complete functionality per this RFP.

Consultant shall include in its proposal an explanation of its cybersecurity plan and proposed framework of system and operation.

Deliverables: Task 5A and 5B – 1) Submit progress reports via email to Richard Fernbaugh each month, beginning at execution of contract. 2) Submit working beta of webpage and mobile apps, due by March 18, 2025. City staff will validate webpage and mobile apps. 3) Consultant shall submit revised beta webpage and mobile apps by May 1, 2025 for testing. 4) Submit public release for City preparation June 1, 2025. 5) Consultant shall prepare, coordinate, and facilitate full public launch available via app store and website on July 1, 2025.

Task 6. Draft Service Plan

Taking into account feedback received from the community and direction from the City, the consultant will revise and further refine the proposed service options/alternatives into the Draft Service Plan. The options/alternatives from Task 5 which the City considers to be most favorable shall be evaluated, defined, and explained in more detail. Each option/alternative shall include the forecast impact (performance metrics and other considerations listed in Tasks 3 and 5, such as ridership, revenue, perceived benefits, etc.) as well as capital and operating cost projections, farebox recovery ratio, and anticipated return on investment. Service options/alternatives shall also address how they will help the City achieve its sustainability targets. The Draft Service Plan shall recommend one option/alternative including the combination of services the consultant and City staff find to be most beneficial and shall clearly support and explain the reasoning for that recommendation. After revising the Draft Service Plan to address City staff comments, the consultant will present the plan to local policymakers and community stakeholders during a regularly scheduled meeting of the Lompoc City Council for further refinement, and the plan will be circulated for public and stakeholder comments outside of the City Council meeting.

Deliverables: Technical Memo #5 – Draft Service Plan; presentation to City Council/Public Hearing; summary of comments on draft plan. (1) Submit Draft

Service Plan to City, Due to City no later than October 11, 2024. (2) Revise Draft Service Plan per City staff comments and return to City by November 1, 2024. (3) Circulate for public comment, November 4 thru December 3, 2024. Present to City Council for comments and public hearing, December 3, 2024.

Task 7. Refine Service Options and Financials

Following the presentation of the Draft Service Plan, any comments or refinements will be applied to the service options/alternatives, and particularly to the recommended option/alternative comprising the combination of services deemed most beneficial. The consultant will then develop a comprehensive financial plan to support the preferred service option(s), including fully defining the operational costs, capital improvements, partnering agreements, software agreements, and other costs needed to support implementation. The consultant will also develop an effective implementation plan to guide the transition to the preferred service option(s), in order to begin operation July 1, 2025.

Deliverable: Technical Memo #6 – Revised Service, Financial, and Implementation Plan. Due to City no later than December 20, 2024.

Task 8. Publish Final Transit Reimagined Study Report

The Final Transit Reimagined Study Report will reflect all interim deliverables as well as the refined service, financial, and implementation plans. Upon approval by City staff of the draft final report, the Consultant will present the Study to the Lompoc City Council for adoption during a regularly scheduled meeting on or prior to January 21, 2025. After the presentation, the consultant will finalize the report to reflect its adoption and address any additional direction from City Council or City staff.

Deliverables: Draft final Transit Reimagined Study report to City December 20, 2024. City Council presentation January 21, 2025. Final Transit Reimagined Study report due to City no later than February 1, 2025.

Part II – Transit Operations and Mobility Services RFP and Procurement Support

Task 1. RFP Development

The consultant will prepare a Request for Proposals document specific to Transit Operations and Mobility Services on behalf of the City of Lompoc's public transit program. The RFP will address the final slate of transit and mobility services arising from the preceding Transit Reimagined Study. It will address the Consultants subsequent development and continued software support of a mobile application and web-based customer service system, as outlined in Part I Task 5, for customers to plan trips, purchase tickets and passes, manage their accounts, for the City and the Transit Operator to communicate with and serve

customers, and manage customer data through the customer service system. The RFP will conform with all relevant federal, state, and local procurement policies and guidance in effect at the time of the RFP's development. The consultant will work with City staff as well as the City's legal counsel to finalize the RFP document.

Deliverable: Request for Proposals for Transit Operations and Mobility Services for the City of Lompoc. Due to City no later than January 31, 2025.

Task 2. Procurement Support

Following City approval of the Transit Operations and Mobility Services RFP document, the consultant will work with City staff to support the required procurement activities. Among the anticipated tasks are:

- RFP promotion,
- RFP distribution,
- Organizing and facilitation assistance with a project-specific pre-bid conference,
- Preparing response to potential bidder questions and/or requests for clarification,
- Assisting with review/evaluation of bidder submittals (if so requested),
- Assisting with bidder interviews (if so requested),
- Assisting with bidder reference checks (i.e., due diligence) activities,
- Assisting with bid negotiations (as requested), and
- Assisting with transition activities (as requested).

Throughout the course of all Part 2 activities, the consultant will work solely as an agent of the City of Lompoc and agrees not to enter into any agreements with prospective and/or actual bidders.

Deliverables: Distribution database, responses to questions, bid tabulation forms, and/or other supporting materials as requested by the City, February thru April 2025.

2.4 Minimum Qualifications

Proposer's principal staff shall demonstrate competency and understanding of the tasks to be performed with examples of previous projects involving innovative transit system planning for a municipality of similar size and nature as the City of Lompoc. Proposer shall demonstrate experience in successful development of public transit webpages and mobile apps including real-time vehicle integration.

Provide contact information for current and recent agencies for which the Proposer has provided a similar work product. Provide contact name, title, agency name,

address, phone, email, dates of service, and services provided. Provide a brief scope of services that were provided for each contractual relationship.

2.5 Competitive Selection

The successful Proposer shall be selected by the City of Lompoc on a rational basis.

Evaluation factors outlined in Paragraph 2.6 below shall be applied to all eligible responsible and responsive proposers in comparing proposals and selecting the successful proposal.

A proposer may be selected without discussion after proposals are received. Therefore, proposals should be submitted on the most favorable terms.

Please review Section 2.12 for a description of the proposal format.

2.6 Selection and Evaluation Factors

Each proposal will be evaluated and ranked by City of Lompoc. Evaluation factors to be considered, and the corresponding weight for each, shall be as follows:

Qualifications and experience	30%
Technical approach	30%
Client references	25%
Price	15%
Total	100%

The City, at its sole discretion, may request an oral presentation or discussion with the most qualified proposer(s).

2.7 Inquiries

Inquiries must be submitted in writing according to the deadline identified in Section 1.14. City shall issue any necessary clarification in writing to all proposers. Proposers shall not rely on verbal discussion in lieu of written communication. Failure to adhere to this requirement could render your proposal non-responsive. All inquiries shall be directed to Richard Fernbaugh, Transit/Airport Administrator, via email at: r_fernbaugh@ci.lompoc.ca.us.

2.8 Proposal Acceptance Period

All proposals must include a statement that proposals are valid for a minimum period of ninety (90) days after the submission deadline.

2.9 Contract Incorporation

Proposer shall be aware that the City of Lompoc's attached "agreement" shall become the actual contract document. The terms and conditions defined in Section 3 are to be used as a basis for a contemplated contract. Any modifications to this recommended sample contract will require prior negotiations and approval of the City. Failure of a proposer to accept this obligation may result in the rejection of its proposal or cancellation of any award. Any damages accruing to the City because of a proposer's failure or refusal to execute a contract with the City, if awarded the contract, may be recovered from the Proposer. The requirements of this Request for Proposals are hereby incorporated by reference into the contract.

2.10 Negotiations

The City of Lompoc reserves the right to negotiate all elements which comprise the proposal to ensure the best possible consideration for all concerned.

2.11 Disadvantaged Business Enterprise (DBE)

City has established that there is no contract goal for the utilization of Disadvantaged Business Enterprises (DBE) owned, operated, and controlled by socially and economically disadvantaged individuals. Although there is no specific DBE goal established for this contract, proposers are strongly encouraged, wherever possible, DBE owned, operated, and controlled by socially and/or economically- disadvantaged individuals.

2.12 Proposal Format

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit a complete proposal in the required format shall be considered non-responsive.

Consultants must submit a sealed proposal limited to a maximum of 30 pages exclusive of proposal cover, cover letter, resumes, and references. Submittals must include one bound original, three bound hard copies, and one digital copy (.pdf format) on a USB drive. The proposal must be organized in the following format and include the information in the below outline:

1. Cover Letter

Each proposal shall include a cover letter that identifies the firm, address, phone number, and contact person of the firm. The cover letter must include acknowledgement of all addenda and provide a statement that the proposal is valid for a minimum period of ninety (90) days subsequent to the proposal

submission deadline.

The cover letter must include the signature of an individual with the authority to contractually bind the proposer, and who may be contacted during the period of proposal evaluation.

2. General Qualifications

Provide a summary of the Consultant's qualifications, general information about the firm, location of office(s), years in business, and areas of expertise. Provide a brief description of projects that involved a similar scope of services.

3. Key Staff & Subconsultants

Identify key staff and include a detailed description of their abilities, qualifications, and experience in providing similar services. Attach resumes of key staff that will be assigned to this project and include a proposed project management structure and organizational chart.

Identify any portion of the scope of work that would be subcontracted. Include firm qualifications (brief) and key personnel (detailed), telephone number, email address, contact person, and recent similar experience for all subcontractors. The City reserves the right to approve or reject all consultants, internal staff performing consulting services, or subconsultants proposed by the Consultant.

Proposals shall contain a resource allocation matrix of the consultant's proposed project team including in rows a list of the tasks for the project, and in columns the name and number and hours proposed per task for each team member proposed to provide each type of service.

4. Project Workplan

Consultant shall describe its understanding of the project, detailed work approach, and methodology. Consultant shall expand on the scope of work, if appropriate, to accomplish the overall objective of the project and provide suggestions which might enhance the results or usefulness. Include assumptions about the number of meetings needed with City staff and other stakeholders to complete the Scope of Work.

Consultant shall also include a schedule of work, including deliverables and milestones.

5. References

Consultant shall provide a list of references for the firm, for each key staff member, and for any subconsultants, including the names, addresses, email addresses, telephone numbers, dates of service(s), and project name or description, of recent clients, preferably other public agencies for which Consultant has done similar work. Include a list of specific projects associated with each reference, date work was performed, cost, and key personnel involved. Do not include the City of Lompoc as a reference.

6. Budget

The cost proposal shall include a total Not-to-Exceed fee, up to which, after inclusion in the executed Agreement for Professional Services, the City will pay the Consultant for all approved actual time and materials expended in furnishing authorized and acceptable professional services in accordance with the Agreement for Professional Services. Costs must be shown in a matrix format, by task grouping, and show hours per staff member and labor costs.

7. Agreement for Professional Services

Provide a statement that you have reviewed the Agreement for Professional Services and that your firm will be able to provide the required insurance in the amount, types, and endorsements. Alternatively, if there are provisions within the City's Standard Agreement, including insurance requirements, that are not acceptable to your firm, please clearly indicate what provisions those are and why, and describe in detail what substitution your firm would suggest.

SECTION 3 - AGREEMENTS

Sample Consultant Services Agreement With Consultant

AGREEMENT NUMBER: CS-##-##

TITLE OF AGREEMENT: TRANSIT REIMAGINED STUDY,
CITY OF LOMPOC

THIS AGREEMENT for Consultant Services is entered into on _____, 2024, by and between the **City of Lompoc**, a California municipal corporation, hereinafter called the "CITY" and **Name of Consultant** hereinafter called the "CONSULTANT." (CITY and CONSULTANT are sometimes, hereinafter, referred to, individually, as Party and collectively, as Parties.)

WITNESETH:

WHEREAS, CITY desires to secure necessary Professional Consulting services relating to the subject Transit Reimagined Study (herein called the "Project") in accordance with the terms of this Agreement, and

WHEREAS, CONSULTANT represents that it is willing and able to provide such services,

NOW, THEREFORE, for good and valuable consideration, CITY and CONSULTANT mutually agree as follows:

- CITY CONTRACT WITH CONSULTANT.** CITY hereby engages with CONSULTANT, CONSULTANT agrees to perform the services set forth herein and in Exhibit "A," "Request for Proposal;" and Exhibit "B," "Proposal," dated DATE; and CITY and CONSULTANT mutually agree to payment of CONSULTANT in the manner and amounts set forth herein and in Exhibits "A" and "B."
- DESIGNATED REPRESENTATIVE.** **Richard Fernbaugh**, Transit/Airport Administrator, (805) 875-8268 (voice), r_fernbaugh@ci.lompoc.ca.us (email), is the Designated Representative of CITY and will administer this Agreement for and on behalf of CITY. **First Last Name, Title, (805) ___-___ (voice), email address (email)**, is the Designated Representative for CONSULTANT. Changes in Designated Representative shall be made only after Official Notice to the other party. Additionally, CONSULTANT shall not change Designated Representative or staff managing the project without receiving prior written approval from CITY.
- OFFICIAL NOTICES.** Notices to either party shall be provided by personal delivery or by depositing them in the United States mail, first class postage prepaid, and addressed as identified on the signature page of this Agreement. Either party may give written notice of a change of mailing address for all purposes under this Agreement.
- STANDARDS OF PERFORMANCE.** CONSULTANT represents that it has the skills, expertise, and licenses/permits necessary to perform the Services required under this Agreement. Accordingly, CONSULTANT shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CONSULTANT shall correct or revise any errors or omissions, at

CITY's request, without additional compensation. Permits and/or licenses shall be obtained and maintained by CONSULTANT without additional compensation.

5 **TAXES.** CITY shall not be responsible for paying any taxes on CONSULTANT's behalf, and if CITY is required to do so by state, federal, or local taxing agencies, then CONSULTANT agrees to promptly reimburse CITY for those payments, plus an additional amount, based on CITY's burden rates, to cover CITY's costs for reviewing and processing those payments.

6 **RESPONSIBILITY OF CITY.** CITY shall provide all information reasonably necessary to CONSULTANT in performing the services required herein.

7 **CHANGES.** Changes involving provisions for payment or changes in the Services must be approved in writing by the Designated Representative.

8 **NOTICE OF NON-CONFORMANCE.** If CITY becomes aware of a nonconformity of the Services with this Agreement, CITY shall give prompt written notice thereof to CONSULTANT who shall promptly conform such services to the requirements of this Agreement.

9 **COMPENSATION**

9.1 For services performed per Exhibit "A," "Request for Proposal;" and Exhibit "B," "Proposal," dated DATE, the CITY agrees to pay CONSULTANT a total fee that shall not exceed \$FEE. That amount does not include Extra Services as defined in Paragraph 11 of this Agreement. The compensation for all services pursuant to this Agreement, including all reimbursable expenses and all extra services, shall be paid at the time and in the manner set forth in said Exhibits "A," and "B."

9.2 CONSULTANT shall submit itemized statements to request payment in a format approved, in writing, by the Designated Representative. CONSULTANT shall keep records concerning payment items on a generally recognized accounting basis and such records shall be maintained for a **period of 3 years** following termination of this Agreement. Such records shall be made available for copying, inspection or audit by CITY employees or independent agents during reasonable business hours.

9.3 As applicable, Federal Acquisition Regulations in Title 48, CFR 31 are the governing factors regarding allowable elements of cost.

9.4 Payment. Payment to CONSULTANT will only be made upon receipt by the CITY of acceptable satisfactory work produced by the CONSULTANT, as set forth in Exhibits "A," and "B," and as approved in writing by the Designated Representative. Such payment shall be based on an itemized statement,

filled out and signed by CONSULTANT, covering services performed during the period covered by the itemized statement and supported by such data as the Designated Representative may require.

10 **FINAL PAYMENT AND CLAIMS**

10.1.1 The final payment shall be due and payable after acceptance of the Services by Designated Representative.

10.1.2 After acceptance by CITY, CITY will make a proposed final cost in writing of the total amount payable to CONSULTANT, including therein an itemization of said amount, segregated in conformance with the price breakdown in Exhibit "B," "Proposal." All prior estimates and payments shall be subject to correction in the proposed final cost. Within 30 days after said proposed final cost has been submitted to it, CONSULTANT shall submit to CITY its written approval of said proposed final cost or a written statement of all claims it has arising under or by virtue of this Agreement.

10.1.3 On CONSULTANT's approval, or if it files no claim pursuant to Subsection 10.1.2, CITY will issue a final cost in writing in accordance with the proposed final cost submitted to CONSULTANT and within 30 days thereafter CITY will pay the entire sum so found to be due.

- 11** **EXTRA SERVICES OF CONSULTANT.** Extra Services are hereby defined as any services other than the Services, which are authorized, as provided below, by the Designated Representative and satisfactorily performed by CONSULTANT. Prior to performing Extra Services, CONSULTANT shall submit a written request for Extra Services and obtain the written approval of the Designated Representative. The request for extra services shall at a minimum include a description of the proposed Extra services to be performed, the reason why the proposed Extra Services are needed or required, a schedule of completion of the proposed Extra Services, and a not-to-exceed amount for the performance of the proposed Extra Services. Each approved Extra Services request shall be billed separately. Payment for Extra Services will not be made unless the Services are approved by the Designated Representative in writing with a not-to exceed amount prior to the Extra Services being performed. Consultant shall commence performance of the tasks identified as “Extra Services” only upon written authorization to proceed upon such tasks issued by the Designated Representative.
- 12** **CHANGES**
- 12.1 The Designated Representative must approve changes involving provisions for payment or minor changes in the Scope Of Services in writing. Major changes in the Scope Of Services shall require an amendment to this Agreement signed by both Parties.
- 12.2 **CHANGES FOR CONSULTANT’S CONVENIENCE.** CONSULTANT may make minor additions, deletions and modifications (“Changes”) to the Services that do not materially or adversely affect the Project or other CITY requirements. CONSULTANT shall provide immediate written notice to CITY of such Changes. CITY shall provide CONSULTANT with a written acceptance or dispute of such Changes within ten (10) calendar days after receipt thereof. Unless approved by CITY and CONSULTANT, no such changes shall be authorized which increase this Agreement price, completion date, or alter the payment schedule or scope of services. Errors or omissions by CONSULTANT shall not result in a Change under this paragraph and in the case of such errors or omissions, the Agreement price, completion date, and payment schedule shall not be adjusted without CITY’s written consent. CONSULTANT shall be solely responsible for correcting CONSULTANT’s errors or omissions.
- 12.3 **CHANGES FOR CITY’S CONVENIENCE.** CITY may make Changes that neither increase CONSULTANT’s costs nor adversely affect CONSULTANT’s ability to meet the completion date, nor deprive CONSULTANT of the benefits of the payment schedule, or the Agreement price. CITY may also make changes affecting the completion date, payment schedule or Agreement price, provided that CITY agrees to such modifications of the completion date, payment schedule and Agreement price as the case may be, as are established by CONSULTANT. CITY shall provide written notice to CONSULTANT of all changes. CONSULTANT shall provide CITY with a written acceptance or dispute of such changes (and provide proposed modifications of the completion date, payment schedule or Agreement price for changes affecting the same) within thirty (30) calendar days after receipt thereof.
- 12.4 **CHANGES CAUSED BY FORCE MAJEURE EVENTS.** If an event of Force Majeure affects CONSULTANT’s costs under this Agreement or CONSULTANT’s ability to meet a milestone or completion date, CONSULTANT shall propose in writing an equitable adjustment to this Agreement price, payment schedule and completion date as the case may be, and CITY shall accept or dispute such proposal in writing within thirty (30) calendar days.
- 12.5 **PERFORMANCE PENDING RESOLUTION OF DISPUTES.** If a good faith dispute is pending regarding the cost of a Change and the total value of that Change is less than five percent (5%) of the compensation described in Paragraph 9.1, as may be modified pursuant to this Agreement, then CONSULTANT shall proceed with the performance of that Change. If the parties cannot resolve that dispute, in good faith, then the amount to be paid for that Change shall be equal to the amount CITY claims, in good faith, (CITY’s Claim), plus one-half difference between the amount of CITY’s Claim and the amount CONSULTANT claims, in good faith. If a good faith dispute is pending regarding the cost of a CHANGE and the total value of that Change is five percent (5%) or more than the compensation described in Paragraph 9.1, as may be modified pursuant to this Agreement, then CONSULTANT is not required to proceed with the performance of that Change while that good faith dispute remains pending.

- 12.6 **SUPPORTING DOCUMENTATION.** Claims by CONSULTANT for adjustments to this Agreement price, completion date, and payment schedule shall be supported by documentation such as invoices from vendors and sub-consultants and CONSULTANT's man-hour breakdowns.
- 13 **CITY CAUSED DELAYS.** If an act or omission of CITY affects CONSULTANT's costs or ability to meet a milestone within the critical path of the Services that would also delay the completion date, then CONSULTANT shall propose in writing an equitable adjustment to the respective Agreement price, payment schedule and completion date, as the case may be, and CITY shall accept or dispute such proposal in writing within thirty (30) calendar days.
- 14 **AUTHORIZATION TO PROCEED.** Prior to starting any of the services under this Agreement, CONSULTANT shall be in receipt of a written Authorization to Proceed issued by the Designated Representative that identifies the specific services authorized to proceed.
- 15 **TIME OF BEGINNING AND COMPLETION.** Time is of essence for this Agreement.
- 15.1 CONSULTANT shall commence Services upon receipt of written Authorization to Proceed. CONSULTANT agrees to coordinate with CITY as to scheduling and mutually satisfactory completion of the services set forth in Exhibits "A," and "B."
- 15.2 CONSULTANT shall adhere to schedules and deadlines agreed to by CITY and CONSULTANT. CONSULTANT's failure to complete the Services within the time specified, due to avoidable delays, may at the CITY's discretion be considered a material breach of this Agreement. No extension of time to complete any portion of the services called for in this Agreement shall be allowed except upon the express, written approval of the Designated Representative. Consultant shall request, in writing, a time extension for approval by CITY, promptly upon the occurrence of any action causing delay in CONSULTANT's prosecution of the services. The nature of the delay, the corrective actions taken and the impacts on the project schedule shall be described in each request for time extension.
- 16 **OWNERSHIP OF DOCUMENTS.** All documents, computer programs, plans, designs and other intellectual property prepared by CONSULTANT specifically for this Agreement shall become the property of CITY. CONSULTANT will take such steps as are necessary to perfect or to protect the ownership interest of the CITY in such property. CONSULTANT may retain copies of original documents for CONSULTANT's file.
- 17 **ASSIGNMENT OF AGREEMENT.** CONSULTANT shall not assign, transfer, subcontract, or delegate any right, privilege or interest in this Agreement, or any part thereof, without prior written consent of CITY. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the CONSULTANT from any obligation under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing independent consultants, associates, and sub-consultants to assist in the performance of the Services.
- 18 **THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and CONSULTANT.
- 19 **INDEMNITIES.** CONSULTANT shall perform all Services in a careful, diligent and professional manner and shall indemnify, defend, and hold harmless CITY, its officials, officers, employees, and volunteers from and against all claims, damages, losses, and expenses including reasonable attorney's fees (Damages) arising out of the performance of the Services described herein, caused in whole or in part by **willful misconduct or negligent act or omission of** CONSULTANT, anyone directly or indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT may be liable; provided, that the obligation to indemnify and hold harmless is only to the extent CONSULTANT caused Damages.
- 20 **INSURANCE REQUIREMENTS.** As part of the consideration of this Agreement, CONSULTANT agrees to obtain and maintain at its sole cost and expense during the life of this Agreement the following insurance with an insurer or insurers satisfactory to the CITY:

- 20.1 Insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Services hereunder by the CONSULTANT, its agents, representatives, employees, and sub-consultants.
- 20.2 Coverage shall be at least as broad as:
 - 20.2.1 Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
 - 20.2.2 Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).
 - 20.2.3 Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- 20.3 CONSULTANT shall maintain limits not less than:
 - 20.3.1 General Liability: \$3,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 20.3.2 Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - 20.3.3 Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- 20.4 Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officials, officers, employees and volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 20.5 The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 20.5.1 The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
 - 20.5.2 For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officials, officers, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
 - 20.5.3 Each insurance policy required by this clause shall be endorsed to state coverage shall not be canceled by either party, except after thirty (30) days' (or 10-days' for non-payment of a premium) prior written notice by certified mail, return receipt requested, has been given to the CITY. In the event the said insurance is cancelled, the CONSULTANT shall, prior to the cancellation date, submit to the CITY new evidence of insurance meeting the requirements and in the amounts herein established.
- 20.6 Insurance shall be placed with insurers with a current A.M. Bests rating of no less than A:VII.
- 20.7 Professional Liability "errors and omissions" insurance shall be placed with insurer or insurers satisfactory to the CITY, with limits of liability not less than one million (\$1,000,000.00) dollars, to cover all insurable claims for professional services rendered by CONSULTANT pursuant to this Agreement.
- 20.8 CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before Consulting Services commence. The CITY reserves the right to require at any time

complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

20.9 CONSULTANT shall include all sub-consultants as insureds under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverage and limits for sub-consultants shall be subject to all the requirements stated herein.

21 **ENDORSEMENT ON PS&E/OTHER DATA.** When required, due to the nature of the Services, the responsible professional designated by CONSULTANT shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by them and where appropriate, indicate their registration number. If CITY's City Manager or Public Works Director determines a designated professional is not

providing CITY with acceptable service, then CONSULTANT shall designate another professional to service CITY within 5 days of written notice of that dissatisfaction.

22 **NONDISCRIMINATION.** During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), gender and actual or perceived sexual orientation. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all lower-tier subcontracts to perform services under this Agreement.

23 **WARRANTY AGAINST CONTINGENT FEES.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

24 **COMPLIANCE WITH LAW.** CONSULTANT shall, at its sole cost and expense, comply with all CITY, County, State and Federal rules, regulations and laws (Laws) now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONSULTANT in any action or proceeding against CONSULTANT, whether CITY is a party thereto or not, that CONSULTANT has violated any such laws, shall be conclusive of that fact as between CONSULTANT and CITY.

25 **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, Santa Maria Branch, if in State court, regardless of where else venue may lie.

26 **TERMINATION OF THIS AGREEMENT.** This Agreement may be terminated by (i) either party upon 10 days' written notice to the other party in the event of a substantial failure of performance by such other party (ii) if CITY decides to abandon or indefinitely postpone the Project or (iii) if CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of receiver for its business or assets, files for relief from creditors under any bankruptcy or insolvency law whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

26.1 In the event of such termination, CITY shall pay CONSULTANT for all services satisfactorily performed to the date of receipt of Notice of Termination. An itemized statement of the Services performed to the date of termination shall be submitted to CITY. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed Services and Services in process of completion and to completion of the incomplete drawings and other documents whether delivered to CITY or in the possession of CONSULTANT. All documents, original tracings, and specifications shall be the property of CITY and may be reused by CITY without additional compensation to CONSULTANT.

- 27** **RELATIONSHIP BETWEEN CONSULTANT AND CITY.** It is expressly understood between the Parties no employee/employer relationship is intended; the relationship of CONSULTANT to CITY being that of an independent contractor. CONSULTANT represents and warrants that the personnel used to provide services to the CITY pursuant to this Agreement are classified by CONSULTANT as employees. In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the CITY, then CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the CITY as a consequence of, or in any way attributable to, the assertion that CONSULTANT or any staff CONSULTANT used to provide services under this Agreement are employees of the CITY.
- 28** **CONFLICT OF INTEREST.** While this Agreement is in force and effect, CONSULTANT shall accept no Services or perform any services that would constitute a conflict of interest with CITY. CONSULTANT agrees to promptly notify CITY whenever CONSULTANT or a client of CONSULTANT has an interest that may constitute such a conflict of interest with CITY.
- 29** **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and or/federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONSULTANT hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONSULTANT is obligated, which breach would have a material effect hereon.
- 30** **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions in the numbered sections shall prevail over those in the Exhibits. In the event of a conflict between any of the provisions of Exhibit "A" and Exhibit "B," the provisions of Exhibit "A" shall prevail.
- 31** **EXHIBITS.** The Exhibits listed below are incorporated by reference in this Agreement:
- 31.1 Exhibit "A" - "Request for Proposal", dated DATE, totaling ## pages.
- 31.2 Exhibit "B" - "Proposal," dated DATE, totaling ## pages.

32 **INTEGRATION.** This Agreement represents the entire agreement between the Parties regarding the Project. It supersedes all prior or extemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. No amendment or modification of this Agreement shall be valid unless evidenced in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be executed and entered into this _____ day of _____ 2024.

CITY OF LOMPOC	CONSULTANT
By: _____ Dean Albro, City Manager	By: _____ _____ (Name)
ATTEST By: _____ Stacey Haddon, City Clerk	Its: _____ (Office)
APPROVED AS TO FORM: By: _____ Jeffrey M. Malawy, City Attorney	By: _____ _____ (Name) Its: _____ (Office)