

CITY OF LYNWOOD



REQUEST FOR PROPOSAL

TO

**FURNISH, INSTALL AND MAINTAIN BUS SHELTERS, BENCHES,
REFUSE CONTAINERS, AND MARKETING DISPLAYS**

Release Date:	November 8, 2012
Pre-bid Meeting upon Request:	November 29, 2012
Written Questions Deadline:	December 10, 2012
Proposal Deadline:	December 27, 2012
Finalist Interviews:	January, 2013
Selection:	February, 2013

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1. INTRODUCTION

BACKGROUND

In 1810, Don Antonio Maria Lugo received a large land grant of over 29,000 acres and named it Rancho San Antonio. Following his death, the ranch was divided among his children. Guadalupe Lugo, one of his daughters, inherited the area known today as the City of Lynwood. In 1900, C.H. Sessions had acquired approximately 400 acres of the land and established a dairy and creamery, one of the area's signature industries along with sugar beets and cattle. Session's wife's maiden name was "Miss Lynne Wood," and it was agreed to name the business "the Lynwood Dairy and Creamery." Also, at the beginning of the 20th century, the Southern Pacific Railway developed a siding near the dairy and called it the "Lynwood siding." Henry Huntington also organized a railroad company called Pacific Electric Railway, and its line connecting Los Angeles to Santa Ana passed directly through the middle of Lynwood. In 1913, seven men formed the Lynwood Company, brought potential buyers to the area, and opened 800 acres for "suburban" homes.

Lynwood's population grew rather slowly in the early years after incorporation in 1921. In 1940's there were 10,000 inhabitants and by 1960 population had increased to over 30,000. Today, Lynwood is a vibrant city with a population of over 70,000.

Lynwood is generally located on both side of the 105 freeway between the I-710 Long Beach freeway and Alameda Street. The city is conveniently located near many transportation corridors including: the Harbor and Long Beach Freeways.

Lynwood has excellent public transportation including the Metro Green and Blue commuter rail lines as well as major Metro bus lines and a local fixed route municipal bus system known as the Lynwood Trolley. As part of the City's mission, the Lynwood City government attempts to create and maintain a clean, safe, attractive, and well-informed, community that provides access to outstanding social, cultural, recreational, educational and economic opportunities for residents and businesses. It is here that the purpose of this RFP will come into focus by proposing to improve part of the City's transportation system

2. SCOPE OF WORK

The purpose of this Request for Proposal ("RFP") is for the City of Lynwood (the "City") to enter into an agreement with a professional service provider who is experienced in public outdoor furniture and marketing and submits a proposal in response to the RFP (the "Contractor") to furnish and maintain bus shelters, benches, and refuse containers in Lynwood.

The agreement is intended to provide the City with incremental revenue from commercial advertisements on City bus shelters. In exchange for the permission

to post certain commercial advertisements on the City's bus shelters, the Contractor will provide for the routine maintenance of the bus shelters. The new bus shelters are intended to complement key areas of the City as well as provide a service to City system bus shelters.

The City of Lynwood is seeking an exclusive advertisement agreement with a qualified advertisement firm to provide all labor and materials to design, replace and maintain the existing 60 bus shelters located throughout the City (see attached city map). The selected advertisement firm will be granted exclusive rights to advertise on the new bus shelters.

As such, the City is seeking proposals from qualified advertising firms for the following:

Bus Shelter Structures Design and Replacement:

The design shall achieve aesthetic excellence, and will be evaluated based on functional efficiency, aesthetics, security and safety, consideration of the needs of people with disabilities, flexibility to relate to various built environments and environmental conditions. The City shall approve final design of bus shelters prior to fabrication and installation.

All components of the bus shelters will be fabricated of high quality, durable and vandal resistant materials (anodized).

Surface of the structure shall be graffiti resistant.

Adequate lighting of the structures shall be solar powered sources and to be incorporated with the design.

Install new bus shelters and trash receptacles at 60 locations as specified by the City.

Maintenance:

The Advertising Company shall be required to submit a description of maintenance and operational services to be provided over the term of the contract and shall provide maintenance and trash removal at no cost to the City.

The Advertising Company shall be responsible for the complete Maintenance of the structures which include inspecting, repairing, cleaning and removing of graffiti from the structures within 24 Hours at no cost to the City.

Advertising:

The maximum size of advertising panels allowed on the bus shelters structure shall be 68.5" h x 47.5" w. The display of tobacco and alcohol advertising shall

not be placed within school zones and shall require approval by City Council prior to installation.

Advertising panels shall be displayed in a manner that does not cause glare, dazzle or otherwise distract drivers of vehicles or affect the amenity of the area.

Bus Shelters and Advertising Panels Illumination:

The existing Bus shelter structures shall be replaced with the New Bus Shelters and will be installed at locations approved by the City Engineer at no cost to the City.

Illumination of the Advertising panels shall not exceed the appropriate levels as stated by the City.

Flexible solar panels shall be attached to the roof of the shelter which harnesses the sun's energy throughout the day, this energy shall be stored by the long life AGM batteries. At dusk the innovative Energy Management System (EMS) releases the stored energy and uses it to power high intensity Light Emitting Diodes (LED's)

The system shall maintain a constant low level of illumination until a passenger enters the shelter and activates the built in Passive Infra Red technology (PIR).

Outdoor Furniture is intended to be nonpublic forums and any advertising displays are for purposes of generating revenue only and are not for providing a forum for expression. Displays of political advertisements or other noncommercial, issue-oriented advertisements are strictly prohibited. Outdoor Furniture is not available to a designated class of speakers. As such, individual advertisers must first qualify and obtain permission to advertise and the burden is on the Contractor to make sure advertisements comply with city policy and guidelines.

All advertisements must be in accordance with City policies enumerated herein. The Contractor shall provide the City with all necessary installations, and refuse containers, with the media affixed, within 90 days from the date of the execution of the Agreement.

In addition, the Contractor will be responsible for the regular maintenance of these components including the regular collection of refuse from the refuse containers. With regard to refuse containers, commercial advertisement panels will be affixed to the container at designated locations, adding aesthetic appeal to otherwise uninteresting "trash cans."

The locations of the new bus shelters shall be determined by the City with due consideration to the advice of the Contractor.

Bus shelters will not be permitted in any residentially zoned streets.

A. City Responsibilities:

- 1) Provide or make available upon request reports, documents, records and other data deemed useful for project development.
- 2) Provide contact for project focal point for progress reporting.
- 3) Provide the Contractor with exclusive rights to procure refuse containers.
- 4) Issuance of a written notice to proceed.
- 5) Designate locations for all new bus shelters.
- 6) Notification to the Contractor for the removal of any damaged refuse containers.
- 7) Choose new bus shelter design.
- 8) Review applications from individual advertisers.
- 9) Approval of all advertisements proposed to be affixed to the bus shelters for compliance with City's policies as set forth herein.

B. The Contractor's Responsibilities:

- 1) Procurement of up to approximately **60** transit shelters, **4** bus panels or wraps, and **60** refuse containers, in types and sizes specified by the City.
- 2) Provide regular maintenance and cleaning of Outdoor Furniture, which consists of all bus shelters (including City-owned and non-advertising), bus benches, transit signage, and the immediate surrounding area on a regular as needed basis. This includes sweeping, cleaning, emptying refuse containers and keeping all of the new bus shelters free of graffiti, stickers, litter and debris. The sidewalks at bus shelter locations should also be steam cleaned on a regular as needed basis.
- 3) Promptly remove or relocate any bus shelter within thirty (30) days of receiving written notification from the City.
- 4) Obtain prior written approval of the order specifications for signage from the City before placing the order for the materials.
- 5) Submit the commercial advertising prototype to the City for approval and permission prior to affixing it on new bus shelters.
- 6) Affix the approved commercial advertising to each transit shelter, bus panel, transit bench and bench back, pole fixture for banners, and refuse container.

- 7) Remove any media within twenty-four (24) hours of receiving verbal notification. Written notification will follow upon request.
- 8) Compliance with all federal, state, and local laws, ordinances, and requirements.
- 9) Provide repair or replacements for any damaged bus shelters and bus benches owned or installed by the Contractor within twenty-four (24) hours of notification of such damage by the City. All repairs and replacements shall be the sole cost and responsibility of the Contractor.
- 10) The Contractor shall not solicit or sell media that contains any of the following:
 - A. Alcohol, Tobacco and Firearms. Advertisements for all liquor, tobacco, or firearms are prohibited within school zones as mentioned previously (see advertising section).
 - B. Defamatory Advertising. Advertisements that are defamatory or appear to personally attack, disparage, or damage the reputation of any individual, company, product, or institution are prohibited.
 - C. Obscene Advertising. Advertisements that contain certain obscene matter or matter harmful to minors, as defined in California Penal Code section 311 and 313 are prohibited.
 - D. Offensive Advertising. Advertisements that are or might be interpreted to be offensive to any religious, ethnic, racial or political group are prohibited.
 - E. Adult Advertisement. The display of adult themed advertisement shall not be placed within school zones and shall require approval by City Council prior to installation.
 - F. Advertising Condoning Criminal Conduct. Advertisements that are or might be interpreted as condoning or soliciting criminal conduct, that portray violence, or that depict violence, or that are likely to incite or produce imminent unlawful activity are prohibited.
 - G. Profanity. Advertisements that include language that is obscene, vulgar, profane, or scatological is prohibited.
 - H. False Advertising. Advertisements that contain false or misleading information are prohibited.
 - I. Political or Religious Advertising. Advertisements for religious groups, interest groups, or political groups are prohibited.

- J. Existing Laws. All advertisements must comply with all federal, state, and local rules and regulations.
- K. No advertising signs or devices shall be permitted on bus shelters or other outdoor furniture which:
 - a) Display the words “Stop”, “Drive In”, “Danger”, or any other word, phrase, symbol or character which, as determined by the City, may interfere with, mislead or direct vehicular traffic; and/or
 - b) Comprise rotating, revolving, or flashing light devices or any moving parts.

All advertisements shall be submitted to the City for approval before being affixed to any and all new bus shelters. The City may make a demand for the removal of any advertisement that does not conform to this policy.

3. SCHEDULE OF RFP EVENTS

The City reserves the right to amend, withdraw, or cancel this RFP. The City reserves the right to reject all Proposals at any time prior to execution of the Agreement. The City reserves the right to request or obtain additional information about any and all Proposals. The City seeks to select the contractor on or about February - March 2013.

Written questions will be accepted and responses will be made available to all bidders.

Proposals and Statements of Qualifications are due no later than:

Thursday, December 27, 2012 at 5:00PM, PST. Submittals received after the time and date specified will be rejected. No e-mail submittals will be accepted.

Finalist Interviews will be conducted for the top ranked Contractors in **January 2013.**

Pre-bid meetings will be conducted by the City Public Works Department upon request on **Thursday, November 29, 2012.**

All questions, requests for clarifications, changes, exceptions or deviations to the Scope of Work or terms and conditions set forth in this RFP must be submitted to the City Public Works Department via email by **December 10, 2012.**

City of Lynwood Public Works Department:

Title: Elias Saikaly, P.E.
Public Works Engineering Manager
Mail Address: City of Lynwood Public Works Department
11330 Bullis Road
Lynwood, CA 90262
Telephone: (310) 603-0020, Ext. 287
Fax Number: (310) 639-6957
E-mail: esaikaly@lynwood.ca.us

Mr. Saikaly will respond to all written questions by issuing a written addendum, which will be e-mailed to all contractors who register a request for such addendum.

4. PERIOD OF PERFORMANCE

Performance under the Agreement awarded pursuant to this RFP is intended to commence upon execution of an agreement and extend for a period of ten (10) years with an option to renew for an additional five (5) years.

The City reserves the right to modify the composition of and the scope of services of this project.

5. PROPOSAL AND STATEMENT OF QUALIFICATIONS

Interested parties are to respond to the Proposal and Statement of Qualifications within a maximum of 50 pages. Three (3) CD copies of the Proposal and Statement of Qualifications, and one (1) hardcopy containing an original signature, must be submitted no later than **Thursday, December 27, 2012 at 5:00pm, PST**. The Proposal and Statement of Qualifications packages received after this time will not be accepted and will be returned unopened. The Proposal should be submitted to:

Title: Elias Saikaly, P.E.
Public Works Engineering Manager
Mail Address: City of Lynwood Public Works Department
11330 Bullis Road
Lynwood, CA 90262
Telephone: (310) 603-0020, Ext. 287
Fax Number: (310) 639-6957
E-mail: esaikaly@lynwood.ca.us

6. COST OF RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any contractor or by any selected contractor. The Contractor shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses incurred by, or on behalf of, the person(s) and entities participating in

the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by the Contractor, if any, in:

Preparing the Proposal and Statements of Qualifications and related information in response to this RFP;

Negotiations with the City on any matter related to this procurement;

Costs associated with interviews, meetings, travel or presentations; and,

All other expenses incurred by the Contractor prior to the date of award and a formal notice to proceed.

7. WITHDRAWAL OF PROPOSAL AND STATEMENT OF QUALIFICATIONS

The Proposal and Statements of Qualifications may be withdrawn by written notice received by the City at any time prior to the submittal deadline.

8. GENERAL TERMS AND CONDITIONS

Through a negotiation process, the City and the Contractor will define the final Agreement terms and conditions. The intent of the City is to enter into the Agreement with the Contractor as soon as possible.

9. KEY PERSONNEL

The City reserves the right to approve all of the Contractor's personnel assigned to the Agreement. The Proposal must identify the Project Manager and all proposed key personnel. The Proposal and Statement of Qualifications shall include an estimated weekly time table for all assigned personnel (those who report directly to the Sponsorship Project Manager).

All key personnel must be named in the Proposal. After the Agreement is signed, the Contractor may not replace key staff without written approval by the City. The City must approve replacement staff before a substitute person is assigned to the team. The City reserves the right to request that the Contractor replace a staff person assigned to the Agreement, should the City consider that such a replacement would improve the results. Replacement staff will be subject to City approval prior to assignment to the team.

10. OFFICE LOCATION/TRAVEL

It is not the City's intention to house consultant or sponsorship program personnel in city facilities or offices; however, workspace necessary for acquiring information will be made available. The City does not intend to reimburse the Contractor for personnel relocation under the Agreement. Specialty staff identified in the Proposal that are needed for specific assignments on the

Agreement may, with advance City approval, be eligible for reimbursement for normal costs associated with travel outside their home office.

11. AGREEMENT AND REVENUE FEE

The annual revenue fee for the Agreement will be negotiated for a period of ten (10) years with an option for renewal for an additional five (5) years. Each calendar year the fee shall be paid in four equal installments on the first day of February, May, August and November. The fee payment shall be prorated for any partial year of the Agreement term. The fee to be paid shall be \$100.00 per month, per shelter or twenty percent (20%) with a one (1) percentage point increase per year from net advertising revenue which ever is greater.

12. TRADEMARKS AND PATENTS

The Contractor shall include in the price of any bid any patent fees, royalties, and charges on any patented article, process designs, graphics, or artwork to be furnished or used in the prosecution of the work.

13. NEGOTIATIONS AND AWARD

A panel comprised of City staff from relevant departments will evaluate the Proposal. The City will negotiate with the person or entity whose Proposal and Statement of Qualifications best meet the needs of the City.

14. PREPARATION AND FORMAT OF PROPOSAL AND STATEMENT OF QUALIFICATIONS

Cover letter

The cover letter shall include a summary of the Proposal and Statement of Qualifications, including a brief description of the Project Manager and key personnel. It shall make a commitment to accept the terms and conditions in the RFP, including acknowledgment of receipt of all amendments and/or addenda to the RFP. Any requests for exceptions should be noted in the cover letter and include alternatives where applicable. Exceptions will be submitted to the City Attorney for review.

Project Approach

This section should demonstrate an understanding of the scope of work. It should describe the general approach, organization, and staffing. All sub-consultants and their roles should be identified. The Contractor shall include a matrix/summary identifying key personnel assigned to all phases of the Agreement.

Each Contractor shall visit the City and submit with the Proposal a prototype or photograph of the proposed media, and a description of the proposed media target market.

Timeline

The Contractor shall identify a projected timeline outlining the major steps of each component of the program, application of the media, and the estimated length of time required to complete each step.

15. PROJECT SUMMARY

Product and Installation Costs.

Shelter Site Selection and Permitting:

Shelter sites shall be inspected by the City for ADA compliance.

Submit drawings and or “typical”, based on the City’s requirements.

All shelters, benches, trash receptacles shall be installed using approved anchor bolts and assembly methods.

All traffic control plans shall be signed by a professional Traffic Engineer.

Shelters Installation:

Shelters will be assembled in house or on-site contingent on the model (s) choice by the City.

Fiscal Review:

See Item No. 11 – Agreement and Revenue Fee

Fiscal Impact:

Advertising Company shall submit a table illustrating all contributions to the City of Lynwood including monthly average, six month average and yearly average.

Fiscal Projection:

Advertising company shall submit a table that illustrates the payment arrangements from Advertising Company to the City of Lynwood.

Data and Reporting:

Advertising/Revenue Tracking

Maintenance, Operation and Activities

Project Management:

Provide resumes for the Management team which illustrate all necessary qualifications.

Proposed Design of Outdoor Furniture

The Contractor should describe its design concept for the bus shelters; refuse containers, and bus benches. Special consideration will be given to designs that feature solar powered lighting, unique and innovative designs should meet American with Disabilities Act of 1990 ("ADA"), 42 U.S.C.A. §12132, et. seq., requirements. The final design shall be stamped by a California Registered Civil or Structural Engineer before they will be accepted by the City for approval.

Maintenance

The Contractor shall submit a maintenance, repair, and replacement plan for all bus shelters, benches, and refuse containers. The Contractor shall provide a detailed maintenance cycle which will include graffiti abatement and the replacement of any and all glass/plastic panels that have been scratched or otherwise made to receive graffiti. The Contractor should also submit a plan for refuse collection.

Advertising Component

The Contractor should describe the content of the advertising that will be allowed in keeping with the City community standards. All advertisers will be pre-screened by the Contractor. In addition, the Contractor should describe the design and amount of advertising panels per location.

Requirements for RFP

Each person or entity submitting the Proposal must have the capability to provide the full range of required services as detailed in the Scope of Work for this RFP. If a team submits the Proposal, one person or entity must be designated as the lead.

Previous professional work in the area will be a heavily weighted factor in the selection process. Quality of performance on previous agreements, ability to

meet project schedules, ability to communicate well with both field staff and office personnel will be some of the attributes and factors considered.

The Proposal shall include the following information:

1. Legal name of person or entity, address, telephone number, and fax number.
2. Names, titles and resumes of the individuals that will be assigned to this project, including the project manager.
3. Include the corporate history, years in business, applicable experience, size of corporation, and provide other relevant documentation.
4. Current number of personnel and the high and low variations during the last five years.
5. Description of the structure of the Contractor (i.e., whether an individual, partnership, corporation, joint venture, etc.).
6. A proprietary financial statement (separately sealed and marked "confidential"). The statement should include a full detailed and audited presentation of the true condition, including the last two fiscal years, of the Contractor's assets, liabilities, and net worth. The statement should include balance sheets and income statements.
7. A list of agreements with the City during the past five years, if any.
8. The identification of the principal contact with the City.
9. The name, address, and telephone number of the person to whom correspondence should be directed.
10. A representative listing of all clients in the past five years that have received similar service reviews as described in this RFP.
11. References that the City may contact concerning the Contractor's performance on all other similar agreements in the past five years. Include project descriptions and year completed.
12. At least two contact reference names per project, titles of contact references, e-mail addresses and phone numbers, including current client references.
13. If the Contractor is a Disadvantaged, Minority, or Woman-Owned Business Enterprise, list of agencies with whom the Contractor is certified. If the Contractor is a DBE, MBE, or WBE yet not certified, please indicate.

14. A list of all sub-consultants by company name, address, contact person, telephone number and project function and describe the Contractor's experience working with each sub-consultant.
15. A statement that this RFP shall be incorporated in its entirety as a part of the Lynwood Bus Shelter and Advertisement Display quote.
16. A statement that this RFP and the Lynwood Bus Shelter and Advertisement Display proposal will jointly become the Scope for Services for this project.
17. A statement that the services to be provided, and therein, will be in accordance with the City's RFP except as otherwise specified in the quote under the heading "Exceptions to the City's Request for Proposals."
18. A single and separate section with the heading "Exceptions to the City's Request for Proposals" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Outdoor Advertising proposal is contingent and which shall take precedent over this RFP.
19. A Statement of Qualifications applicable to this project including the names, qualifications and proposed duties of the Outdoor Advertising staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons which the City can contact.
20. A statement that all charges for services will be at "No Cost to the City" in exchange for granting an exclusive interest to sell and place advertising within the City transit shelters and a "Guaranteed Compensation per Month", submitted with and made part of said Outdoor Advertising quote.
21. For the duration of the Contract, the Outdoor Advertising company shall maintain commercial liability and workers compensation insurance coverage, no less in the sum of one million dollars (\$1,000,000) Advertising company shall clarify that the City shall have no responsibility to the cost of such insurance.
22. A written statement by the Outdoor Advertising that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.
23. A written statement by the Advertising company shall allow all authorized federal, state, county, and the City of Lynwood official's access to place of work, books, documents, papers, fiscal, payroll materials, and other

relevant contract records pertinent to this project. All relevant records shall be retained for at least three years.

24. A written statement that the Advertising Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or physical status.
25. A written statement that the Advertising Company shall comply with the California Labor Code. Pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.
26. A written statement that the Advertising Company shall comply with the Copeland Anti-kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
27. The Advertising Company must complete the application process for a City of Lynwood Business License/Temporary Sales Permit. The annual cost for a business license is \$180.00, which must be paid at time of awarding contract. Advertising Company is responsible for verification of current business license fees.
28. A description of Advertising Company approach to the work and a complete analysis of staff hours required of each individual to be assigned to the project. The estimated hours shall identify each task to be done and the assigned individual's level of effort.
29. A proposed schedule of work. The proposed work schedule shall show a total time of no more than ninety (90) days from the City's "Notice to Proceed" to completion of all work including plans, specifications and estimate, ready for bidding. Any exception to this schedule must be submitted with a written explanation detailing any request for time extension. NOTE: It is anticipated that the City's "Notice to Proceed" will be issued on or about February - March, 2013.

16. EVALUATION PROCESS AND CRITERIA

A selection panel will be comprised of City staff from relevant departments. Each member of the selection panel will evaluate the Proposal using the evaluation criteria listed below and rank the Proposals.

1. Completeness and appropriateness of the Proposal.
2. Qualifications and experience of the Contractor and Project Manager in providing the required services as described in the Scope of Work.
3. Team organization, qualifications, and experience of key personnel to provide the required services.

4. Project management methodology and schedule controls.
5. References and performance record on similar projects.
6. Knowledge and understanding of project needs, issues, and approach.
7. Innovative product design and manufacturing concepts.
8. Proposed design of the Outdoor Furniture.
9. Start up plan and operation and maintenance system.
10. Compensation to the City.

The top ranked contractors will be invited to participate further in the selection process in an oral interview. Presenters will be expected to participate to the degree commensurate with their role in the Contractor's Proposal. Notification to those contractors invited to the oral interview will include a time limit for the presentation.

The selection panel will utilize the following criteria to rank the contractors.

1. Overall qualifications of proposed team and experience in the required areas.
2. Demonstrated prior experience with Outdoor Furniture, marketing, and/or sponsorship.
3. Project management acumen including ability to effectively work together with City staff, customers and stakeholders.
4. Oral communication/interpersonal skills.

The selection panel will determine the highest qualified Contractor based on the rankings of the oral interviews. Upon selection of the Contractor and prior to the start of the Agreement negotiations, the Contractor shall submit to the City the required insurance certificates.

17. RESERVATIONS

The City reserves the right to reject any and all bids to this RFP.

18. INSURANCE REQUIREMENTS

The Contractor will be required to obtain and maintain, at its sole expense, for the entire term of the Agreement, the following liability insurance, in compliance acceptable to the City:

1. At its own expense, the Contractor shall obtain, pay for and maintain during the life of the agreement an "occurrence" policy for Commercial General Liability

(including Contractual Liability) and for Automobile Liability which shall protect it and the City from claims for injuries and damages. The policy shall add the City of Lynwood, its officers, agents and employees as additional named insureds under the policy in the following amounts:

Commercial General Liability Insurance:

Commercial General Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence and in the annual aggregate. The policy must include contractual liability coverage, coverage for bodily injury and property damage, and coverage for personal and advertising injury (i.e. trademark and trade name infringement claims); and

Automobile Liability Insurance:

Automobile Liability Insurance endorsed for all vehicles (whether rented, leased, hired, scheduled, owned or non-owned), in an amount not less than One Million Dollars (\$1,000,000) per occurrence for personal injuries, including accidental death, to any one person; property damage insurance in an amount not less than One Million Dollars (\$1,000,000) and subject to the above limits and combined single limit of insurance in an amount not less than One Million Dollars (\$1,000,000).

2. Worker's Compensation Insurance:

The Contractor will be required to affirm that it understands and agrees that all persons furnishing services to the City under the Agreement are, for the purpose of workers' compensation liability, employees solely of the Contractor and not of the City. The Contractor will be expected to bear the sole responsibility and liability for furnishing workers' compensation benefits to its employees, or anyone it directly or indirectly employs, for injuries arising out of or connected with services performed on behalf of the Contractor.

At its own expense, the Contractor will be required to obtain, pay for, and maintain for the duration of the Agreement, complete workers' compensation insurance. The Contractor will be required to provide proof of workers' compensation coverage by delivering to the City either an insurance certificate or a certificate of consent to self-insure. The City of Glendale shall not be responsible for any claims at law or in equity caused by the Contractor's failure to comply with this paragraph.

All workers' compensation insurance policies shall bear an endorsement, or shall attach a rider, which provides that the insurer will notify the City by registered mail, at least thirty (30) days in advance of the policy's expiration, termination or cancellation.

3. Professional Liability:

The Contractor will be required to and shall assume all responsibility for damages to property and injury to persons, including accidental death, which may arise out of or may be caused by the Contractor's performance of the Agreement, by its subcontractors or by anyone the Contractor directly or indirectly employed, and whether such damage or injury may accrue, or may be discovered, before or after termination of the Agreement.

Coverage limits shall not be less than Two Million Dollars (\$2,000,000) per claim and in the annual aggregate. Professional Liability policy limits shall apply specifically to the services provided under this Agreement. In addition, the following three conditions must be met:

- (i) The claims-made policy must have a retroactive date that coincides with, or is earlier than, this Agreement's effective date;
- (ii) The claims-made policy must include an endorsement that adds an "extended reporting period" (ERP) or a discovery feature, in order to report a claim, for a period of not less than three (3) years following the initial policy's expiration, or following this Agreement's termination or expiration, whichever date is later; and,
- (iii) The endorsement for the ERP or discovery feature must provide identical policy limits, and meet the conditions, described above.

4. Insurance Policy Requirements:

At all times, the insurance company issuing said policy shall be an "admitted" insurer in the State of California; shall be domiciled within, and organized under the laws of, a state of the United States; and shall carry an A.M. Best & Company minimum rating of "A:VII."

All policies shall contain a "Primary Coverage" clause and a "Separation of Insured" clause for any loss arising out of or caused by the Contractor's performance of the Agreement. In addition, the policies shall contain a statement of obligation on the insurance carrier's part to provide written notice to the City, by registered mail, at least ten (10) days in advance of any cancellation, termination or (30) days in advance of any reduction in the amount of coverage of the policy or an election by the insured to not renew a continuous policy.

The Contractor will be required to deliver to the City a “certificate of insurance” **and** an “additional insured endorsement”, both documents countersigned by the insurance carrier or its authorized representative, on forms satisfactory to the City Attorney, which set forth the above provisions. The “additional insured endorsement” must be provided for both the Commercial General Liability and Automobile Liability Insurance.

The countersigned certificate, along with the additional insured endorsement, shall state: “The City of Lynwood, its officers, agents and employees are added as additional named insured under this policy. This insurance is primary to the coverage of the City of Lynwood. Neither the City nor any of its insurers shall be required to continue to any loss. The insurance applies separately to each insured. The issuing company shall mail thirty (30) days advance written notice to the City of any reduction in the amount of coverage and ten (10) days advance written notice of any policy cancellation or termination.”

Additionally, the certificate of insurance shall state if any claim has been paid or is currently pending under the policy, and if so, the amount of the claim(s). Any deductibles or self-insured retentions shall be set forth on the certificate and shall be subject to the City’s review and approval.

The Contractor will be required to deliver to the City the required certificate(s) of insurance and endorsement(s) before the City signs the agreement.

Should the Contractor at any time fail to obtain, pay for, or maintain any required insurance, it shall constitute a material breach upon which the City may immediately terminate or suspend the Agreement. In the event of any termination or suspension, the City may use the services of another consultant or consultants, without the City incurring any liability to the Contractor.

19. INDEMNITY

The Contractor will be required to indemnify, defend and hold harmless, to the maximum extent permitted by law, the City and its officers, agents, employees, and representatives, from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney’s fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part arise out of or are connected with, the Contractor’s performance of this Agreement (including performance by it’s agents, employees, subcontractors or by anyone the Contractor directly or indirectly employed).

The Contractor's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the Contractor whether such injury or damage shall accrue, or may be discovered, before or after termination of this agreement.

The Contractor's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

EXHIBITS

- A. Company Profile**
- B. City Map – Bus Shelter Locations**
- C. Non-Collusion Affidavit**

B. Anti-Trust Claim

EXHIBIT "A"

COMPANY PROFILE

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL

Proposal Submitted By

Name of Company

Address

City/State/Zip Code

Telephone Number

Fax Number

Printed Name/Title

Authorized Signature

Business History

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

Number of employees: _____

Contractor's License No.: _____ Class: _____

- a. Date first obtained: _____
- b. Has License ever been suspended or revoked? _____
If yes, describe when and why:

- c. Any current claims against License? _____
If yes, describe claims:

References

Please supply the names of companies/agencies for which you recently/currently supply services as requested in this Proposal.

Name of Company/Agency
Contact/Telephone Number

Address

Name of Company/Agency
Contact/Telephone Number

Address

Name of Company/Agency
Contact/Telephone Number

Address

Name of Company/Agency
Contact/Telephone Number

Address

EXHIBIT "B"

City Map – Bus Shelter Locations

EXHIBIT “C”

1.3.5 NON-COLLUSION AFFIDAVIT

**(To be Executed by Bidder and Submitted with Bid Pursuant to
Public Contract Code Section 7106)**

State of California, County of _____

_____, being first duly sworn, deposes and says that he
or she is _____ of
_____ the party making the foregoing bid that
the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation; that the bid is genuine and not collusive or
sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a
false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with
any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature

Typed or Printed Name

Title

Contractor / Company / Bidder Name

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the State of California

My Commission Expires: _____

EXHIBIT “D”

ANTI – TRUST CLAIM

1.3.4 ANTI-TRUST CLAIM

Pursuant to Public Contract Code Section 7103.5, upon acceptance of its bid, Contractor agrees to the following: “In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

RESPECTFULLY SUBMITTED:

Contractor Name

Signature

Date

Address

City, State, Zip

Telephone (with area code)

Title

Contractor's License No.

Type of License

Federal I.D. No.

(SEAL--if Bid is by a corporation)

ATTEST _____