



Request for Proposals

For the

Management and Operation of

A Fixed-Route Municipal Transit Service for the

City of Lynwood

Under the Department of:
Department of Public Works
City of Lynwood
11330 Bullis Road
Lynwood, CA. 90262

Schedule:

Release Date: August 30, 2018

Pre-Proposal Conference September 10, 2018, at 10 am

Last Date to Submit Questions: September 17, 2018

Proposals Due Date: October 1, 2018, at 5:00p.m. (PST)

Tentative Interview Date: October 9, 2018

City Council Awarding Date: November 6, 2018

Service Start Date: February 1, 2019

CONTACT:

Lorry Hempe, Public Works Special Projects Manager
Department of Public Works
City of Lynwood
11330 Bullis Road
Lynwood, CA. 90262
(310) 603-0220, ext. 500
lhemp@lynwood.ca.us

City of Lynwood
Management and Operation
of
A Fixed-Route Municipal Transit Services

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NOTICE TO PROPOSERS

The City of Lynwood is seeking the services of a private contractor to operate its Lynwood Trolley Fixed Route System commencing on February 1, 2019. The contract will be for a five-year (5) term with provision for a two (2) year extension.

The proposal in response to this Request for Proposals (RFP) shall address the description of services presented in the Lynwood Trolley Scope of Work.

The proposer is expected to submit a detailed Proposal along with accompanying materials described herein no later than 5:00 p.m. on September 19, 2018. Two (2) flash drive submittals of the proposal, including an original must be submitted to the following address:

Maria Quinonez, City Clerk
Office of the City Clerk
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

All questions regarding the clarity or substance of this RFP must be directed to, and only to Lorry Hempe, Public Works Special Projects Manager in writing by email at lhempe@lynwood.ca.us no later than September 17, 2018. Proposers shall not contact any elected or appointed City official or other staff person at any time for discussion of any topic or question related to this RFP, unless instructed to do so by Ms. Hempe. Efforts to do otherwise shall subject that proposer's proposal to disqualification.

The City reserves the right to reject any and all proposals should it choose to do so, and to solicit additional service providers should those providers responding to this RFP be found, in opinion of the City of Lynwood, to be inadequate or not cost-effective in providing the services described herein. In addition, the City reserves the right to withdraw this RFP at any time without prior written notice, or to extend its due date.

The City of Lynwood shall not be held liable for any expenses incurred by Proposers in preparing their proposals, nor should such expenses be included in or incorporated into the cost proposal submitted herewith. Proposers also may not compensate any individuals outside the structure of their existing organizations for assistance in preparing their proposals. The City reserves the right to interview any and all proposers to verify their knowledge and understanding of the effort proposed, and their technical capabilities for performing such an effort.

An award of the contract will be made only after such contract is judged to be mutually beneficial to both parties, is approved by the City of Lynwood, and after the proposer has executed the final version of the contract.

All offers tendered in response to this RFP shall remain open for a period of not less than ninety (90) days from the date they are received by the City.

I. INSTRUCTIONS TO POTENTIAL PROPOSERS

A. Proposal Contents

Proposers must submit two (2) flash drive submittals plus an unbound original document containing, in this sequence, the following sections, and addressing the informational requests outlined in this RFP:

- Cover Letter
- Description of Proposing Organization, with referenced attachments [Exhibit A]
- Proposer Approach to Scope of Work
- Proposed Vehicles, including specifications and photographs
- Experience and Qualifications
- Cost Proposals
- Affidavit of Non-Collusion [Exhibit B]
- Resumes of Key Management Personnel

B. Cover Letter

The cover letter shall identify the proposer, cite his/her place of business and proposed operating location for the services described herein, and provide an overview of the proposer's experiences and capabilities in areas related to this proposal (limit: three pages, single-spaced type). The Cover Letter shall also contain a statement demonstrating the proposer's understanding of the nature and purpose of the services described and the proposer's commitment to providing these services as described in the proposal. Proposer shall acknowledge any addendum received.

C. Budget, Cost Proposals and Financial Statement

Proposers shall submit a cost breakdown and invoicing rates for the first year and for each subsequent year of the five-year term.

The financial statement and related documents must set forth the financial status of that entity, subsidiary, division, subdivision, or unit which will actually perform the services described in the RFP. If the proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture participant thereof. It is acceptable to provide a financial statement for the last fiscal year for the parent corporation, as long as a complete current financial report for the operating entity that will perform the service is also included.

D. Proposed Vehicles-

The Contractor shall provide the necessary vehicles for contracted transit service operations.

The Contractor shall provide five (5) new and/or used vehicles dedicated to the Lynwood Trolley Fixed Route service, painted in the City's choice of color scheme and marked with the City of Lynwood logo and Trolley logo. All vehicles shall have a capacity for thirty passengers. **All vehicles shall comply with California Air Resources Board and the South Coast Air Quality Management District requirements.**

Any used vehicles proposed shall have no more than 50,000 miles as of the first day of service under an awarded contract and shall be no older than four years (per manufacturer's model year).

Note: The City is currently proposing a route change that may require feeder buses during peak times.

E. Scope of Work

The Proposer's response shall present, in sufficient detail, the proposer's approach to the performance of service as outlined in Section II, of the RFP, Scope of Work. The proposer's response shall clearly indicate his or her understanding of the City's standards for service quality and safety reflected in the Scope of Work. Key among these standards is the requirement that 90 percent of the vehicles operate on time (zero to ten (10) minutes late) during peak periods, and that 95 percent of the vehicles operate on time (zero to five (5) minutes late) during off-peak periods. Proposers must also present a clear sequence of tasks for their implementation effort, including all preparatory tasks and activities.

F. Experience and Qualifications shall include the information and documentation of the Proposers regarding its past experiences in transportation operations similar to the proposed services and its capabilities in providing similar services for the City of Lynwood. Topics covered should include:

- General description of the Proposer's Company.
- Range of services and technologies provided (cite specific examples) and their basic Characteristics.
- Driver training.
- Unique capabilities and experiences.

G. Statement of Non-Collusion

The *Statement of Non-Collusion* (Exhibit B) must be signed and appended to the Proposer's documentation.

H. Resumes of Key Management Personnel

Proposers should consider naming key personnel particularly that of the daily manager to include resumes for any of the Proposer's staff, who might be committed to spending time on the services proposed.

I. References and Experience

The proposers shall provide reference information with current telephone numbers and contact persons within the organizations they represent for whom the proposer has performed public

transportation services. Examples of similar systems shall include brief descriptions of previously operated by the proposer which are most like the Lynwood Trolley Fixed Route System in route design, performance requirements, vehicles and duty cycles.

For those systems cited, the proposer must identify a contact person and telephone number in the lead or funding agency associated with the service.

J. Prerequisites

In order for a proposer's proposal to qualify for evaluation, the proposal must include documentation of the following:

- Experiences in the management and operation of public transit services.
- Knowledge of, and willingness to comply with, City of Lynwood licensing and insurance requirements.
- Compliance with all applicable Federal, State, County, and local laws and regulations.
- Statement of non-collusion

Proposers must complete the attached Exhibits and include with their submitted proposals:

Exhibit A Description of Organization -- Proposer must provide this information in the sequence listed but, in any format, desired.

Exhibit B Certification of Non-Collusion - signed and notarized

Any false or misleading statements included in these prerequisites or in any other portion of the proposer's proposal shall constitute grounds for the proposer's disqualification.

K. Format

All proposals shall be prepared according to the following rules:

- Proposals should be concise, brief as possible, while responding in sufficient detail to the specific technical, administrative and other topics indicated.
- Elaborate or unnecessary promotional material should not be included.
- Pages shall be numbered consecutively.

L. Addendum

It shall be the responsibility of the proposer to check the City's website to determine if any addendum has been issued prior to the proposal due date. The City's website address is www.lynwood.ca.us. Click on "City Services", and then select "Bids and RFPs"; or use the link below.

M. Pre-Proposal Conference (Non-Mandatory)

A pre-proposal conference will be held on September 10, 2018 at 10:00am at City Hall (old Council Chambers) 11330 Bullis Road, Lynwood, CA, for the purpose of receiving questions and comments regarding this RFP. Questions shall be in writing.

N. Last Date to Submit Written Questions

Proposer must submit written questions and requests for clarification or additional information regarding the meaning or intent of the RFP content, its process and enclosures to Lorry Hempe at lhemp@lynwood.ca.us. The City will not respond to questions received after September 17, 2018.

O. Protest

Any interested party who has an objection to this RFP or to the awarding of a contract to any proposer by the City, pursuant to competitive proposal procedures, shall lodge a protest in writing to the Director of Public Works at City of Lynwood, 11330 Bullis Road, Lynwood CA 90262 prior to the contract award. The protest shall clearly state the grounds and evidence upon which the protest is based. Protests based upon the recommendation for award of the contract shall be received by the Director of Public Works in writing within five business days from the date of the award. The award of contract is tentatively set for November 6, 2018 at 6:00 pm or at a time soon thereafter. Failure to comply with any of these requirements may result in rejection of the protest.

II. SCOPE OF WORK for Operation of Lynwood Trolley Services

A. Approach

Monitoring: Contractor shall establish adequate monitoring systems, both administratively and in the field, to assure the providing of quality service.

Key Staff: Contractor shall identify a key contact person with whom the City will have regular contact on daily operational issues.

B. Service

Operating Hours: Fixed-route service will be provided on the four designated routes A, B, C and D as follows:

	<u>SEP. 1 THROUGH JUN. 30</u>		<u>JUL. 1 THROUGH AUG. 30</u>		<u>HOLIDAYS</u>
	<u>WEEKDAYS</u>	<u>WEEKENDS</u>	<u>WEEKDAYS</u>	<u>WEEKENDS</u>	
ROUTES A, B & C	7:00 AM-7:00 PM	10:00 AM-4:00 PM	7:00 AM-7:00 PM	10:00 AM-4:00PM	NO SERVICE
ROUTE D	6:00 AM-7:00 PM	7:00 AM-6:00 PM	7:00 AM-7:00 PM	7:00 AM-6:00 PM	7:00 AM-6:00 PM

Holidays include New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

C. Adjustments to Services

It is expected that service will continue to be adjusted, as determined by the City. Modifications may include, but are not limited to, adding or deleting bus stops, extending, deleting or adding

routes, or parts of routes, and expanding or decreasing service hours by up to 10% in either direction without changing the revenue service hour rate proposed by the successful Contractor.

Any such modifications in the number of service hours within the 10% levels established in this Scope of Work shall not require a modification of the revenue service hour rate provided in Section VII. Part 1a. of the Agreement. Such currencies of an increase or decrease within the 10% level shall be agreed upon and provided for in writing.

Any other change by the City in the Scope of Work that results in a modification to the number of service hours outside of the proscribed 10% levels shall result in a negotiated rate between City and Contractor. Contractor shall supply City with documentation of changes in costs resulting from the modification of the number of service hours or change in the Scope of Work and City shall, in its sole discretion, determine the allowable rates to be paid for revenue service hours above the levels set forth in the Agreement, Section VII. Part 1 a. The Contractor shall be compensated for these modifications by the same terms and mutually determine how many service hours (or fractions thereof) are involved in such adjustments.

D. Resources and Facilities

The Contractor shall provide adequate resources to perform the work as described, providing the City with a quality of service that is responsive to customers. Facilities shall be located sufficiently close to the Lynwood service area to minimize the time involved in responding to road calls and exchanging vehicles. Specifically, the Contractor shall be close enough to Lynwood in order to bring a back-up vehicle into service within sixty (60) minutes of the call.

E. Personnel

The Contractor shall be solely responsible for the provision and satisfactory work performance of all employees. The Contractor is encouraged to solicit qualified personnel from within the City of Lynwood. The City shall have the right to demand removal from the project, for reasonable cause, any personnel furnished by the Contractor, throughout the term of this agreement.

Converge of Dispatch Office: Personnel with dispatch capabilities will staff the Contractor's office during regular service hours of weekdays from 5:30 a.m. to 7:30 p.m., or other times when vehicles are in revenue service. Telephone service shall be provided at Contractor's expense. This shall include special service periods, such as evening service during December and/or Saturday service, if added.

Project Manager: The contractor's named project manager shall be available to City staff during regular business hours.

Driver Qualifications: The Contractor shall furnish drivers who are at all times:

- Legally licensed to operate a bus in the State of California with a valid California Class B driver's license and medical examination certificate, as well as any other licenses required by applicable Federal, State or local regulations.
- Alert, careful, courteous and competent in their driving habits.
- Neat and clean in appearance and properly uniformed.

- Drivers, who shall each be enrolled in the DMV pull notice program, shall meet the following:

No more than three (3) moving violations during the five (5) year period preceding application for this program;

No more than one (1) moving violation within the twelve (12) month period preceding application for this program; this will continue to be monitored during each semi-annual review of the driving record;

Prior to employment must not have been convicted of any felony or drug or alcohol offense and, if convicted after employment of such offense, shall be considered grounds for immediate dismissal from this program;

No reckless driving violations shall be allowed; evidence of reckless driving violation shall be grounds for removal from this program;

Under no condition shall an applicant be accepted as a driver for this program if he or she has ever been convicted of a felony and/or he or she has ever been convicted of a drug or alcohol offense or had his or her license suspended due to a drug or alcohol offense.

Testing and Driving Records: To the extent legally permissible, Contractor shall provide a program for drug testing of drivers and other personnel in a form reasonably acceptable to the City. Contractor shall have in place pre-employment and random testing procedures in full compliance with Federal drug-testing law (40 USC, Section 702, Drug-Free Workplace Act, 1988; 40 CFR, Part 29.600-29.635, Subpart F. Drug-Free Workplace).

The Contractor shall submit to the City semi-annually, updated listings of drivers employed to provide service to the City of Lynwood. In no event shall the Contractor employ any person as a driver who possesses a driving record with a citation for driving under the influence or a history of motor vehicle moving violation or accidents.

Training: All drivers shall receive initial and ongoing training in, at minimum the following:

- defensive driving
- passenger assistance techniques, including operation of lift-equipment
- general vehicle handling and safety
- customer service & passenger relations

"New Hire" training shall be no less than the minimum required by law. The City requires that drivers receive at least 50% of their defensive driver training and the "hands on" portion of the sensitivity training prior to providing service in this program. All remaining new-hire driver training must be completed no more than thirty (30) days after any given driver begins providing service.

"Refresher" training is required for all drivers on an annual basis and may be addressed through routine safety meetings. The Contractor shall maintain records of new-hire training completion and safety meeting attendance.

Driver Wage Levels: The Contractor shall pay driver wages within the following range: Drivers shall be paid no less than the mandated minimum wage (does not apply to training rate).

Driver Responsibilities: In addition to their routine driving responsibilities, drivers shall, when requested by the City, hand out notices to passengers or otherwise render assistance in City's monitoring and marketing activities. Drivers are required to collect fares, tokens, and honor special passes, accept and distribute transfers. Should the City implement an alternative cashless fare-paying method, the drivers will be expected to attend City-provided training associated with any new fare payment/passenger data collection device and, following the training, to properly utilize such equipment on their vehicles.

City may routinely require driver cooperation with on-board passenger surveys, bus stop alighting counts, reporting of bus stops/signs conditions or similar data collection processes.

Passenger Fares: Fares of \$0.25 or transfer equivalents, will be collected from every person boarding the vehicle, with the exception of young children who are accompanied by a fare paying adult. Some exceptions in fare payment may be extended by City policy. The City reserves the right to adjust passenger fares at any time.

Fare Collection and Reporting: Contractor personnel shall be responsible daily for counting fare box revenue. Fares shall be credited to the City in the monthly invoice. City reserves the right to audit passenger fares and fare collection procedures at any time, at its sole discretion. At the City's direction, Contractor shall agree to implement a reasonable method to monitor and ensure the accurate accounting of fare collections. City reserves the right to modify or change said monitoring method at any time, as it deems necessary. The cost of implementation shall be deemed inclusive in the proposed contract hourly rates.

F. Vehicle-Related Requirements

The Contractor shall provide five (5) vehicles to be exclusively operated under this contract. Vehicles shall be thirty-passenger vehicles. Vehicles shall be powered by compress natural gas (CNG) or low emission, low sulfur diesel engines. All five (5) vehicles shall be painted with markings specific to Lynwood Trolley fixed-route service. The Contractor and/or the City shall provide any additional vehicles necessary to ensure that performance standards related to on-time performance and missed trips are met. Any used vehicles in operation under this contract shall have no more than 100,000 miles and no greater than three years old at the time they enter service.

Vehicle Configuration: All vehicles, whether new or used, shall be lift-equipped and comply with the American with Disabilities Act (1990), with seating configuration as follows:

- first four seats shall be forward-facing
- 2 wheel chair stations forward facing positions
- all remaining seats shall be either forward facing or perimeter seating

Licensing: the Contractor shall keep all vehicles fully licensed and permitted as required by the regulation of the State of California. The Contract shall comply with all state, county and local vehicle registration, permitting and regulatory requirements.

Radios: Each vehicle shall be equipped with two-way radio equipment or other communication alternative. Contractor shall ensure that drivers are trained in the proper use two-way radios.

Cameras: Each vehicle shall be equipped with security cameras to record the interior of the vehicle and outside the vehicle. The successful contractor shall be responsible for installation of all cameras and installation of proper signage.

Public Address System: Consistent with ADA requirements for new vehicles over 22 feet, all vehicles shall be equipped' with a functioning public address system.

Usage: The five (5) vehicles used in this service by the Contractor and painted in the City's color scheme shall be used exclusively for this service. Personal usage and/or Contractor use for any other purpose other than for the City is prohibited.

G. Maintenance

All vehicles used in service to the City shall be maintained in safe, comfortable and clean working order. Contractor at his sole cost and expense, shall provide all repairs, parts, lubricants and supplies required for operation of buses. Contractor shall ensure that adequate preventative maintenance is in place at reasonable intervals to prevent the need for major repairs. Contractor shall have the facilities and personnel to provide all routine and selected major repairs, although sub-contracts for bodywork or selected major repairs are acceptable. Maintenance records must be maintained and kept current.

All vehicle repair or maintenance work must be performed or approved by a certified vehicle mechanic. Contractor personnel must have the ability to repair or to procure service for accessory equipment such as, but not limited to, fare boxes, radios and lift equipment.

CHP Yard Inspections: The Contractor shall obtain satisfactory ratings from the California Highway Patrol Motor Carrier Safety inspectors on their annual terminal inspection and certification process, pursuant to the California Vehicle Code (Section 3450 1 (c) and (e)). The Contractor shall provide the City with a copy of the inspection certification and documentation of the repair or replacement of any items so cited within thirty (30) days of receipt from California Highway Patrol. The Contractor shall notify the City within forty-eight (48) hours of an "unsatisfactory" rating. In the event of such a rating, the Contractor is required to undertake actions necessary to obtain a "satisfactory" rating within thirty (30) days and to be responsible for scheduling a repeat inspection with the California Highway Patrol.

Safety Inspections: the Contractor shall perform daily safety inspections of vehicles prior to beginning each day's service. Vehicles failing the daily inspection shall not be used in service until the reason for failure is corrected. The City reserves the right to ensure that vehicles are properly maintained and in safe operating condition at all times. For passenger comfort, the heating and air conditioning units of all vehicles must be kept in proper working order. The City may inspect vehicles at any reasonable time and may bar a vehicle from a service until any identified problem is corrected. The Contractor may be required, at Contractor's expense, to transport the vehicles to City's designated inspection facilities. The Contractor is required to replace all vehicles taken out of service with similar-type, unmarked vehicles to minimize service interruptions.

Vehicle Cleaning: All vehicles shall be cleaned throughout, both inside and out. Vehicle interiors shall be cleaned prior to each day of service, including daily sweeping and wiping of surfaces as required. Twice weekly washing of interior sidewalls, floors, seats, handrails and stanchions, and

inside windows shall be required. Vehicle exteriors shall be washed two times weekly or more often if needed. Contractor shall maintain an up-to-date record of all washings and major cleanings. Said record shall be made available to City upon request. Vehicles may be removed from service upon request by City for unacceptable interior or exterior appearance.

Graffiti: Graffiti shall be removed daily and at no time shall a vehicle be in service that has graffiti visible.

Physical Damage: All physical damage to vehicles shall be repaired within ten (10) working days of occurrence in a high quality manner, regardless of cause. Any extension of days required for repair must be authorized by the City.

Security: Contractor shall provide for sufficient security at the Contractor's yard in order to ensure adequate protection of the vehicles in use for this service.

H. Americans with Disabilities Act

The Contractor shall fully complying with all elements of the Americans with Disabilities Act of 1990 relating to the operation of the fixed-route service.

I. Invoicing

The Contractor shall submit a detailed invoice to the City on a monthly basis. The City will pay the Contractor within thirty (30) calendar days from the date of submission, contingent upon receipt of monthly summary passenger and other requested operating statistics. Without the Contractor's timely submittal of the monthly reporting summaries the monthly invoice will not be paid. The City may, at any time, conduct an audit of any and/or all records kept by the Contractor related to this service.

The City may deduct from the invoice payment any liquidated damage assessments, based upon the City's determination of performance in relation to liquidated damage clauses of the contract after such clauses are implemented.

J. Records and Reports

The City will work closely with the Contractor in monitoring use patterns of service and the viability of the schedules. Changes to the routing and/or scheduling, as it relates to accessing regional transportation services, may be anticipated and will require the cooperative efforts of the Contractor and the City.

Routine reporting requirements over the term of the contract will include but may not be limited to the data items detailed below. The City reserves the right to request modifications or additions to Contractor's reporting format and content.

Monthly reporting to the City shall include, at a minimum, but not limited to:

Total Passengers - number of riders (noting fare type, free boardings and transfers for in-service vehicles, system wide and by route.

Passenger Boarding on the Lift - system wide and by route.

Total Vehicle Revenue Hours - number of hours vehicles are in revenue operation, system wide and by route

Total Vehicle Hours - including deadhead, system wide and by route.

Total Vehicle Revenue Miles - number of miles vehicles travel in revenue service, system wide and by route.

Total Vehicle Miles - including deadhead, system wide and by route.

Total Revenues Collected - total cash fares collected from passengers and total non-cash fares recorded, system wide and by route.

Total Accidents & Incidents - All types.

Late loops and missed loops per billing period - All.

On-Time Performance - sample from each route of at least five time checks per route per reporting period, reporting percent of time vehicles are at time points zero minutes early and up to five minutes late of time points checked.

Missed Service Hours - hours or fractions thereof of scheduled service not provided.

At City's request, bus stop counts of passenger on-off counts by stop will be collected by the driver or other staff, as mutually agreed to by City and Contractor.

The City participates in the National Transit Database Program (NTD). As such, the contractor shall comply with the reporting requirements of the program and work with the City during audits of this program.

Complaint Handling and Records: The City has a dedicated complaint telephone number. The Contractor will be expected to respond to complaint inquiries from City staff within 24 hours during the work week.

Contractor' records, including NTD Program records, shall be stored for no less than five (5) years after end of contract term or termination in a safe and secure place.

K. Performance Standards and Liquidated Damages

The Contractor shall strive at all times to provide a service in a manner that will maximize service reliability and at the same time maximize customer service. This includes maintaining a high trip completion level and operating within the specified arrival and departure times. To encourage this, liquidated damage clauses were included in Section XIII of the Agreement and may be implemented by the City upon written notice to the Contractor in advance of implementation.

Related to measurement of performance, the Contractor and the City shall develop a mutually agreeable method for sampling on-time performance; it is anticipated that the Contractor shall be responsible for trip sampling presented in its monthly report and that City shall undertake its own on-time performance checks.

L. Ongoing Planning and Marketing

The Contractor shall participate with the City in the design and implementation of any reasonable changes in the system's operating characteristics. The Contractor shall advise the City of any observations that suggest modifications to the service in such areas as routing, scheduling, safety, marketing, language and communications, and so forth for purposes of improving the transit service. Implementing the Contractor's suggestions will be at City discretion.

City will be responsible for the design, printing, and procurement of all schedules, passes, tickets and like materials required by service operations. Contractor shall assist with distribution and dissemination of such materials in accordance with the Scope of Work.

M. Insurance

Insurance levels are detailed in Section XII of the Agreement and represent the minimum insurance requirements to be in force at all times during the execution of revenue service as described herein. Certificates of Insurance, dully executed, shall be provided to the City before work commences.

N. Compliance With The Clean Air Act

Contractor shall comply with all federal, state and its subdivisions, county and local pollution control laws and regulations applicable to the operation of the contractor's transit fleet.

III. EVALUATION OF THE PROPOSALS

All proposals will be examined during formal evaluation sessions by a team of City staff persons. Proposals will be evaluated using the following criteria:

Category

- A) Financial Stability
- B) Experience
- C) Qualifications of Firm
- D) Technical Competence
- E) Personnel Management Program
- F) Vehicle Maintenance Program
- G) Costs

Screening and selection will take place through the process described below. Pursuant to Labor Code section 1070(b), a ten percent preference will be awarded to any bidder who agrees to retain the employees of the existing contractor in accordance with Labor Code section 1070 et seq. Contract award will be made to the proposer that submits the proposal considered most advantageous to the City of Lynwood based on the evaluation criteria set forth under this section of this RFP. **The proposal should include the proposer's most favorable terms and conditions since selection may be made without discussion with any proposers.**

Interviews are tentatively scheduled to be conducted by the City on Tuesday, October 9, 2018. Proposers selected for interview will be notified no less than one week prior to the interview date.

The evaluation panel will recommend one proposer for operation of services, based on the results of the final scoring, for approval by the City of Lynwood. Award approvals are expected to be completed by November 6, 2018.

The City of Lynwood reserves the right to withdraw this RFP at any time without prior notice. Further, the City of Lynwood reserves the right to modify the RFP schedule described above. The City of Lynwood makes no representation that any contract will be awarded to any Proposer responding to this RFP. The City of Lynwood expressly reserves the right to reject any and all proposals without indicating any reasons for such rejection(s), to waive any irregularity or informality in any proposal or in the RFP procedure, and to be the sole judge of the responsibility of any Proposer and of the suitability of the materials and/or services to be rendered.

SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into this first day of _____, by and between the CITY OF LYNWOOD, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "CITY" and _____, hereafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, CITY desires to engage CONTRACOR to perform the operation of community transportation services on designated routes within the City of Lynwood.

The parities hereto do agree as follows:

SECTION 1. RECITALS. This Agreement is entered into with respect to the following facts:

- a. That CITY wishes to engage the services of a qualified contractor to provide community fixed-route transportation services; and
- b. That the CONTRACTOR will commit to perform a responsive, cost effective, high level of service over the five-year contract term;
- c. That CONTRACTOR selected will be the most responsive proposer through a request for proposals process and has agreed to perform the services required in the time and manner set forth in this Agreement; and

- d. That the legislative body of CITY has heretofore determined that the public interest, convenience and necessity require the execution of this Agreement.

SECTION II. SERVICES. CONTRACTOR agrees, during the term of this Agreement, or any extension thereof, to provide community fixed route transportation services in the time and manner required pursuant to the provisions of this Agreement.

SECTION III. TERM. This Agreement shall commence on _____, the term of this Agreement shall continue for a period of five (5) years.

CITY reserves the right to extend this Agreement for a two (2) year period if mutually agreed upon by CITY and CONTRACTOR.

SECTION IV. CONTRACT DOCUMENT. The Contract Document which are applicable to this Agreement include:

- a. The Request for Proposals issued by CITY on August 27, 2018 (Attachment 1)

- b. CONTRACTOR's proposal (Attachment 2)

The provisions of this Agreement shall control all Contract Documents; in the event of any ambiguity or inconsistency, the same shall be resolved by reference first to the language of any written amendments signed by both parties, then to the language of the Agreement, then to the Contract Documents in the order above set forth.

SECTION V. COMPLIANCE WITH THE LAW. All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State, and Federal Law.

SECTION VI. FAMILIARITY WITH WORK. By execution of this Agreement, CONTRACTOR warrants that:

- a. It has thoroughly investigated the continuation of the services.
- b. It has expertise in the areas of provision of community fixed- route transit services.
- c. It fully understands the difficulties and restrictions attending the performance of the work under this Agreement.

SECTION VII. COMPENSATION.

- 1. Services Described in Proposal

For the provision of all services rendered under this Agreement in accordance with the Scope of Work described in Appendix 1 and all expenses associated therewith, CITY shall pay CONTRACTOR in the following manner;

Proposed Revenue Service Hour Rate, inclusive of vehicle capital expense for operation with new vehicles, is:

	<u>Hourly Rate</u>	<u>Annual Hours</u>	<u>Annual Cost</u>
Year 1	\$		
Year 2	\$		
Year 3	\$		
Year 4	\$		
Year 5	\$		

The phrase “revenue service hour” as used herein shall mean that figure estimated to be within 10% above or 10% below the estimated annual hours. Total revenue service hours are based upon actual hours in operation and estimated based upon historical experience. Revenue service hours are those hours that are actually completed with the vehicles in revenue service on behalf of City. The City will not make payment on schedule runs not made or not completed or for deadhead time. Invoicing and payment shall occur as provided in Section I of the Scope of Work described in Appendix 1.

SECTION VIII. TERMINATION

This Contract shall be terminated prior to the expiration of the term or terms hereof, only in accordance with the following:

a. By CONTRACTOR:

(1) If CITY fails to make timely payments of sums required to be made pursuant to the provisions hereof or for any other default, provided the default is not cured within the applicable cure periods described in Section VIV.e.

(2) For convenience with no less than one hundred eighty (180) days’ notice to the City, and/or

(3) In either case of CONTRACTOR-initiated termination discussed above, CITY shall have the option at its sole discretion of purchasing all or part of the CONTRACTOR's fleet of four (4) vehicles dedicated to use in providing the service contemplated in this Agreement. The option must be exercised at or prior to the effective date of termination, and the exercise of the option shall be conditioned upon the following: (i) all outstanding sums due and owing CONTRACTOR, together with the purchase price which shall be the amount due and owing on said vehicles, shall be paid to CONTRACTOR at or prior to the

effective date of termination, unless CONTRACTOR, in its sole discretion, agrees to received deferred payment pursuant to the terms of a purchase agreement and/or note in form satisfactory to CONTRACTOR and CONTRACTOR's counsel, (ii) vehicles will be sold pursuant to a purchase agreement containing such terms for the conveyance of the vehicles as are customary and reasonable within the industry in a form satisfactory to the CONTRACTOR and CITY and their respective counsel, provided such approval shall not be unreasonably withheld.

b. By CITY:

(1) If CONTRACTOR fails to maintain insurance as is required pursuant to the provision of this Agreement; and/or

(2) If CONTRACTOR makes a general assignment or general arrangement for the benefit of creditors; if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against CONTRACTOR and is not dismissed within thirty (30) days; if a trustee or receiver is appointed to take possession of substantially all of CONTRACTOR's assets and possession is not restored to CONTRACTOR with thirty (30) days; or if substantially all of CONTRACTOR's assets are subjected to attachment, execution or other judicial seizure which is not discharged with thirty (30) days; and/or

(3) If CONTRACTOR fails, for any reason, to perform the services required pursuant to this Agreement in a reasonably satisfactory manner as determined by the City Council of CITY, including:

(a) Four (4) of more consecutive months of liquidated damage assessments for missed service hours; and/or

(b) Four (4) of more consecutive months of liquidated damage assessments for on-time performance.

(4) If CONTRACTOR fails or refuses to comply with any reasonable instruction of the CITY or with applicable laws, including but not limited to, the States of California Administrative Code Title 13, entitled "Motor Vehicles", published by the State of California Office of Administrative Procedures, Department of General Services; and/or

(5) If CONTRACTOR fails to notify the CITY within forty-eight (48) hours after receiving an "unsatisfactory" rating from the California Highway Patrol Motor Car Safety Inspectors; and/or

(6) If CONTRACTOR fails within thirty (30) days of receipt of an "unsatisfactory" rating from the California Highway Patrol to make necessary operational changes to obtain a satisfactory rating and to schedule a repeat inspection with the California Highway Patrol.

SECTION IX, COORDINATION OF WORK.

I. Selection of Representatives

The following designated managers of CONTRACTOR are hereby designated as the manager and representatives of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and to make all decisions in connection therewith, except for termination of the Agreement or approval of the purchase agreement described in Section VIII. b.:

The foregoing designated manager may not be changed by CONTRACTOR without the express written approval of CITY, unless said designated manager is no longer an employee of the CONTRACTOR. The CITY shall have the right to request replacement of a designated manager or managers for cause. CONTRACTOR shall notify CITY when either of the designated managers leaves the employment of the CONTRACTOR within three (3) business days of the termination of employment and shall immediately name an interim replacement and so notify the CITY.

2. Contract Officer

The Contract Officer for the City shall be the Director of Public Works/City Engineer or such other person as may be designated by the Director of Public Works/City Engineer. It shall be the CONTRACTOR's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the CONTRACTOR shall refer any decision which must be made by approval of CITY required hereunder shall mean the approval of the Contract Officer.

SECTION X. INDEPENDENT CONTRACTOR

I. Contractor Status

CONTRACTOR is an independent contractor and not an employee of CITY. Neither CITY nor any of its employees shall have control over the conduct of the CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth and, CONTRACTOR expressly warrants not to, in any time or in any manner, represent that CONTRACTOR, by any of CONTRACTOR's officers, employees, or agents, are in any manner officers, employees, or agents of CITY. It is distinctly understood that said CONTRACTOR shall at all times remain as to the CITY a wholly independent contractor, and that CONTRACTOR's obligations to the CITY are solely such as are prescribed by this Agreement.

2. Contractor's Personal Services - Inducement

This Agreement contemplates that the CONTRACTOR's personal services and those of CONTRACTOR's officers, employees and agents are a substantial inducement to the CITY for entering into this Agreement. CONTRACTOR may not assign any interest in this Agreement, except upon written consent of CITY.

Furthermore, unless expressly provided otherwise in CONTRACTOR's proposal, CONTRACTOR shall not subcontract any portion of the performance contemplated under this Agreement without the prior written approval of the CITY, Nothing in this Agreement shall be construed as preventing CONTRACTOR from employing as many employees as CONTRACTOR deems necessary for the proper and efficient execution of this Agreement.

3. Assignment

CONTRACTOR shall not be permitted to assign any of its rights or obligations hereunder, except the payment of funds due from the CITY, without the prior written consent of the CITY. The consent of the CITY to an assignment shall not be unreasonably withheld but prior to approving any assignment involving the performance of any obligations pursuant hereto, the City Council be satisfied by competent evidence that the proposed assignee is fully capable of performing those services proposed to be assigned. In the event of such assignment, the City Council may condition the same to ensure compliance with the provisions of the Agreement.

SECTION XI. INDEMNITY

CONTRACTOR shall defend and hold CITY, its governing board, officers and employees harmless and does hereby indemnify CITY, its governing board, officers, agents and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act, neglect, default or omission of CONTRACTOR, its officers, employees, agents or permitted subcontractors in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of CITY, its agents or employees. To the extent permitted by law, CITY shall defend and hold CONTRACTOR, its officers, employees, agents, successors, and assigns harmless and does hereby indemnify CONTRACTOR, its officers, employees, agents, permitted subcontractors, successors and assigns from and against every claim or demand which may be made by any person, firm, corporation or other entity arising from or caused by any act, neglect, default or omission of CITY, its governing board, officers, employees or agents, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of CONTRACTOR, its agents or employees.

SECTION XII. INSURANCE

Without limiting CONTRACTOR's liability pursuant to the hold harmless and indemnity provisions of this Agreement, CONTRACTOR shall maintain, at a minimum, the insurance coverage listed below:

I. Worker's Compensation Insurance. Including:

- Statutory California worker's compensation coverage.

- Employer's liability with minimum limits of \$1,000,000 per accident and \$1,000,000 per disease, each employee and policy limit.
- An endorsement stating the CITY shall receive at least thirty (30) days' notice prior to cancellation or non-renewal of coverage.

2. Liability Insurance shall be provided as follows:

- General liability insurance (or equivalent form) including:
 - Blanket contractual liability coverage.
 - Broad form property damage liability coverage.
 - Personal injury liability coverage
 - Products and completed operations liability coverage
- .Automobile liability insurance (or equivalent form) including:
 - Coverage for owned, non-owned and hired vehicles.
 - Blanket contractual liability coverage.

The liability coverage shall be written on an occurrence from subject to a minimum of \$5,000,000 per occurrence and in the annual aggregate where aggregates are applicable. The policy or policies, if coverage is provided by combination of policies, shall include:

- a. Cross liability coverage. (i.e., permitting cross suits between insureds)
- b. An endorsement stating the CITY shall receive at least thirty (30) days' notice prior to cancellation, non-renewal, or substantial change in coverage.
- c. An endorsement naming City of Lynwood, its elected and appointed officials, officers, employees and volunteers as additional insured for liabilities arising out of transit operations.
- d. An endorsement stating the insurance required by this Agreement is primary and that the CITY's self-insurance fund and any insurance purchased by the CITY shall apply in excess of the insurance purchased by the CONTRACTOR.

CONTRACTOR shall:

- a. Furnish properly executed Certificates of Insurance and policy endorsements to CITY prior to commencement of work under this Agreement. The certificates and endorsements shall clearly evidence all coverage requirements described above. All insurance by this Agreement shall be maintained in full force and effect for the entire term of this Agreement. If CONTRACTOR, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. CITY, at its sole option, may forthwith terminate this Agreement and obtain damages from the Contractor resulting from said breach. Alternatively, CITY may purchase such required insurance coverage, and without further notice to CONTRACTOR, CITY, may deduct from sums due to CONTRACTOR any premium costs advanced by CITY for such insurance.

All notices regarding this insurance shall be sent to:

Director of Public Works/City Engineer
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262
TEL (310) 603-0220, ext.287
FAX (310) 632-5913

SECTION XIII. PERFORMANCE STANDARDS

Contractor shall provide timely and reliable transit service. This includes maintaining high trip completion levels and operating within the specified arrival and departure times. To encourage this, the liquidated damage and described below may be implemented by CITY. Implementation of liquidated damage clauses may be further delayed at the sole discretion of CITY and may not be initiated during the first twelve (12) months of operation, or at any time during the term of this Agreement, again at the sole discretion of CITY.

Determination of liquidated damage shall be made utilizing sampling methods mutually agreed to by CITY and CONTRACTOR. The following liquidated damage clauses shall apply:

1. On-time performance of 85% of sampled runs per month is the minimum level of acceptability. The CONTRACTOR shall be assessed by the CITY the amount of Two Hundred and Fifty Dollars (\$250.00) per month if sampled trips reflect on time performance below 85%.
2. Liquidated damages -- Complaints that are customer complaints verified to have a basis in fact, received by the City within 48 hours of the incident and meet or exceed a rate of eight (8) per 10,000 passenger trips during any calendar month may result in a liquidated damages assessment of Two Hundred and Fifty Dollars (\$250) for that month.
3. The parties hereto acknowledge and agree that the actual damages which would be suffered by the CITY for CITY's damages in the event CONTRACTOR acts or fails to act in the manner set forth in sections a. through d. above would result in substantial damages to the CITY but the amount of such damages would be difficult, if not impossible to ascertain due to the nature of this Agreement and the nature of such damages. Accordingly, the parties, pursuant to applicable law, have determined to establish the provision of this Section as and for CITY's damages for such acts or failures to act, and not as a penalty and further agree that such damages are reasonable. Each of the parties hereto specifically acknowledges agreement to the reasonableness thereof under the circumstances. CITY shall be entitled to take such other legal remedies as may be appropriate for such acts or failures to act, including but not limited to termination of this Agreement.

SECTION XIV, MISCELLANEOUS

1. Ownership of Documents

All reports, as well as all original reproducible drawings, plans, studies, traffic counts, memoranda, computation sheets, computer disks, and other documents assembled or prepared by CONTRACTOR or CONTRACTOR's agents officers or employees in connection with this Agreement shall be the property of the CITY and shall be delivered to the CITY upon either the completion or termination of the Project. Copies of said documents may be retained by CONTRACTOR, but shall not be made available by CONTRACTOR to any individual or organization without the prior written approval of CITY, except as required by law.

2. Records

CONTRACTOR shall maintain all of its business records for a period of five (5) years after the termination of this Agreement. CITY shall be entitled, upon reasonable notice, to inspect and copy any or all such records.

3. Notices

Any notices to be given under this Agreement shall be given by enclosing the same in the sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as follows:

CITY:

CONTRACTOR:

Director of Public Works/City Engineer
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262
TEL (310) 603-0220, ext. 287
FAX (310) 632-5913

Either CITY or CONTRACTOR may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions. Notices shall be deemed effective upon receipt or three (3) business days following deposit in the mail as provided herein, whichever occurs first.

d. Enforcement of Agreement

This Agreement shall be construed and interpreted as to both validity, and performance of the parties, in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any

other appropriate court in such county, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

e. Cure of Default and Termination

In the event a party is in breach of this Agreement the other party shall give notice of the default to the party in breach. Unless a different period is specified in Section VIII. Subsections a. and b. above, a party in default related to the payment of money to the other shall have ten (30) working days to cure the default and if it is not cured within said period the other party may terminate the Agreement if authorized by Section VIII., Subsections a. or b. above or may take such further legal action as is authorized by this Agreement. If the default involves a breach of the Agreement for failure to obtain insurance or the default is an immediate danger to the health, safety or general welfare, the CITY may immediately suspend this Agreement and the CONTRACTOR's right to perform upon written or telephonic notice and if the default is not cured as provided in this Subsection. May terminate the Agreement pursuant to Section VIII., procure the required insurance, and/or may take such further legal action as is authorized by this Agreement. Unless a different period is specified in Section VIII. Subsections a. and b, above, if the default involves a breach of the Agreement for matters other than the payment of money, the defaulting party shall have fifteen (15) working days to cure the default and if the default is not cured as provided in this Subsection, may terminate the Agreement if authorized by Section VIII., Subsections a, or b. above or may take such further legal action as is authorized by this Agreement. If said default cannot be cured in such 15 day period, the defaulting party must commence to cure the default within said 15 day period and diligently and with best efforts pursue the cure until complete, provided that the defaulting party shall not have more than ninety (90) calendar days maximum to effect the cure. The effective date of the termination shall be the date of notice served in compliance with this Agreement. The termination may be rescinded within ten (10) working days of service of the notice.

f. Waiver

No delay or omission in the exercise of any right or remedy of a non- defaulting party on any default shall impair such right or remedy or be construed as a waiver. CITY's, consent or approval of any act by CONTRACTOR requiring CITY's consent to or approval of any subsequent act of CONTRACTOR shall not be construed as a waiver. Any waiver by a party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

g. Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercises by either party of one of more such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default to any other default by the other party.

h. Legal Action

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

i. Attorney's Fees

If either party commences an action against the other party arising out of or in connection with this Agreement, the Prevailing party shall be entitled to recover reasonable attorney's fees and costs of suit from the losing party.

j. Integration

This Agreement represents the entire understanding of the CITY and the CONTRACTOR. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may not be altered, amended or modified except in writing by both parties hereto.

k. Amendment

This Agreement may be amended only by the written mutual consent of the parties,

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed with all the formalities required by the law on the respective dates set forth opposite their signatures.

CITY OF LYNWOOD

CONTRACTOR

BY:

BY:

Mayor, City of Lynwood

DATE: _____

DATE: _____

ATTEST:

City Clerk

DATE: _____

APPROVED AS TO FORM:

City Attorney

DATE: _____

Exhibit A, Description of Proposing Organization

(Please provide this information in the following sequence at the front of proposal.
This information should immediately follow proposer's cover letter)

1. Identification of Respondent

Name of Organization:

Business Address:

Telephone Number:

2. Name and title of individual to Contact for Further Information:

Name:

Title:

3. Legal Status of Organization: (check one)

For-profit Corporation of Joint Venture Corporation

For-profit partnership or sole proprietorship

Non-profit Corporation

Public agency

Other (identify)

4. Description of Organization

Provide a brief description of the major business functions, and history of the Respondent Organization. Attach and label as "Description of Respondent Organization. "

5. Credit Reference

Attach names, addresses, phone numbers and relation to Respondent of no more than three credit references. Label the attachment "Credit References."

6. Managers for this contract

Attach resumes of daily managers. Label these attachments "Manager's Resume(s)." If selection of a daily manager has not been made, attach resumes of candidate(s) being considered and label Candidate Managers."

Daily Manager:

Phone:

7. Proposed subcontractors and consultants

Attach company name, contact, address, phone and anticipated role of any proposed subcontractors and/or consultant; Label these attachments "Proposed Subcontractors and Consultants. "

8. Is any litigation pending against Responder or any officer or partner of Respondent's organization?

Yes

No

If yes, attach a description of the situation. Label "Pending Litigation"

9. Bankruptcy

Has the Respondent's organization ever been in or filed for bankruptcy?

Yes

No

If yes, please discuss the terms and current status.

10. Service References

Please tell us about a minimum of three (2) similar contracts under which the Respondent's Organization had provided service, labeling these "Service References."

11. LABOR CODE SECTION 1070 et seq.

Will Respondent retain the employees of the contractor or subcontractor under the existing transit services contract for a period of not less than 90 days from the effective date of the new contract for transit services pursuant to Labor Code section 1072(a)?

YES

NO

If YES, will Respondent make a written offer of employment to such employees pursuant to Labor Code section 1070(c)(3) and (c)(4)?

YES

NO

Exhibit B, CERTIFICATION OF NON-COLLUSION

Each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The contents of this proposal and of any subsequently submitted best and final offer have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any other matter relating to such proposal with any other proposer or with any competitor;

Unless otherwise required by law, the contents of this proposal and of any subsequently submitted best and final offer have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit a proposal or a best and [mal offer for the purposes of restricting competition.

Dated: _____

Proposer: _____

Authorized Signature: _____

NOTARY

Subscribed and sworn before me this _____ date of _____, 2018

My commission expired _____, 2018

Exhibit C, LYNWOOD TROLLEY FIXED ROUTE MAPS