

CITY OF LYNWOOD RECREATION AND COMMUNITY SERVICES DEPARTMENT



REQUEST FOR PROPOSALS

FOR

DIAL-A-RIDE
(DEMAND RESPONSE SERVICE)

Key RFP Dates

RFP Release Date:	Monday, September 17, 2018
Pre-Proposal Conference Meeting:	Tuesday, October 2, 2018
Questions About RFP Due:	Thursday, October 4, 2018
Proposal Due:	Tuesday, October 9, 2018
Oral Interviews:	Wednesday, October 17, 2018
Contract Award Date:	Tuesday, November 6, 2018

City Clerk's Office
Attn: City Clerk
11330 Bullis Road
Lynwood, CA 90262

**Due Date for Proposals:
Tuesday, October 9, 2018 by 3:00 p.m.**

**REQUEST FOR PROPOSALS
FOR
DIAL-A- RIDE (DEMAND RESPONSE SERVICES)**

**SUBJECT: NOTICE OF REQUEST FOR PROPOSAL - ADA/Dial-a-Ride Services
and Call Center Services**

The City of Lynwood invites proposals from qualified Contractor to provide contracted transportation services for its ADA/Dial-a-Ride program, which provides subsidized rides to both Seniors (65 years of age or older) and residents with disabilities living within the City limits.

Proposals must be received by 3:00 p.m., on Tuesday, October 9, 2018 and submitted in accordance with the instructions contained in this RFP. Each proposer shall provide **an original and six (6) copies** of their proposal in a sealed envelope and clearly marked: *"DIAL-A-RIDE DEMAND RESPONSE SERVICES, RFP NO.09-01718 "* and submitted to the following address:

**City Clerk's Office
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262
Attention: Maria Quinonez, City Clerk**

Proposals received after the submittal time will be rejected and returned unopened to the sender. The City will not be responsible for any liability claims or costs incurred by the proposer in the preparation, transportation, and submission of proposals. All proposals become the property of the City once they are submitted.

All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only the review panel and other City staff and officials, representatives and agents having a legitimate interest will be provided access to the proposals and evaluation results.

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.

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.

There will be a **Pre-Proposal Meeting** held on **Tuesday, October 2, 2018 at 10:00**

a.m. at Bateman Hall, 11331 Ernestine Avenue, Lynwood, CA, 90262. All prospective proposers are urged to attend the pre-proposal meeting.

Contractors interested in obtaining a copy of this RFP, may do so by visiting the City of Lynwood website at www.lynwood.ca.us and downloading the document.

All questions regarding the clarity or substance of this RFP must be directed to, and only to Mark Flores, Recreation and Community Services Director in writing by email at mflores@lynwood.ca.us no later than Thursday, October 4, 2018.

CITY OF LYNWOOD RECREATION AND COMMUNITY SERVICES DEPARTMENT



TABLE OF CONTENTS

	<u>PAGE(S)</u>
NOTICE FOR REQUEST FOR PROPOSAL	
SECTION I INTRODUCTION	4
SECTION II SCOPE OF WORK	5
SECTION III INSTRUCTIONS TO POTENTIAL PROPOSERS	12
SECTION IV GENERAL INFORMATION	14
SECTION V GENERAL TERMS AND CONDITIONS	16
EXHIBIT A & B SAMPLE AGREEMENT	19-30
ATTACHMENTS REQUIRED FORMS	31-34

Attachment C - Company Questionnaire
Attachment D - Company's Organizational Chart
Attachment E - Affidavit of Non-Collusion

INTRODUCTION

SECTION I.

A. Introduction & Overview

The City of Lynwood is soliciting proposals from interested, highly qualified, and experienced companies to provide transportation services for its ADA/Dial-A-Ride Transportation and Call Center Services.

A private for profit carrier through contractual services is currently operating a dial-a-taxi demand response operation that provides curb-to-curb service 24-hours a day, seven (7) days a week. The dial-a-taxi program serves seniors 65-years and older, and residents with disabilities that prohibit them from using regular public transportation. The service has its own registration form and trip vouchers. General public riders are not eligible to use this service.

Registrants may use the services for any purpose within City limits, such as shopping and other errands. Use of the program outside of City limits is exclusively for medical purposes only within the cities of Bellflower, Compton, Downey, South Gate, and the unincorporated community of Willowbrook.

Currently, the Dial-A-Ride (DAR) program averages 40 trips per day, from a rider list of over 240 patrons; for which there are about 130 active riders being served.

FY 2016/17 and FY 2017/18 Service Statistics

Table 1

Fiscal Year	Number of Passengers	Number of Trips	Average Cost Per Trip	Service Hours	Revenue Miles	Wheel Chair Trips
16/17	21,572	12,233	\$ 8.64	1,760	24,027	489
17/18	20,696	12,013	\$ 8.54	1,693	23,146	480

The above table reflects service provided in FY 2016-17. Actual service levels may be adjusted either up or down by the City depending on the availability of funds.

The population of the City of Lynwood is approximately 72,000 with approximately 5% of the population aged 65-years and older. Through this RFP, the City seeks to retain professional transportation services from the contractor that provides the highest level of service to senior citizens and persons with disabilities living in the City.

The City, in its sole discretion, further reserves the right to award the services to more than one contractor on a rotational or other shared basis.

SCOPE OF WORK

SECTION II.

A. The party responding to this RFP (“Proposer”, “Company” or “Contractor”) of must meet the following requirements:

1. Provide a minimum of two (2) vehicles in compliance with the requirements listed in Section II, Subsection C-1.
2. Provide qualified drivers to operate all vehicles. All drivers shall be licensed by the Department of Motor Vehicles and shall meet and abide by applicable laws, regulations, and guidelines for drivers of public transportation, including minimum wage requirements.
3. In addition to # 1 above, provide a minimum of two (2) vehicles equipped with a hydraulic lift to transport registrants in wheelchairs.
4. All vehicles, drivers and services provided under this program are required to comply with the California Vehicle Code, Americans with Disabilities Act, and all applicable laws, rules, regulations, and guidelines.
5. At a minimum, contractor shall be available to provide demand responsive transportation services to seniors ages 65 and older and disabled residents Monday through Friday from 7:00 a.m. to 6:00 p.m. and Saturday and Sunday from 8:00 a.m. to 5:00 p.m. inclusive of reservation call in-take, call-outs, dispatch service, coordination of vehicle drivers, coding of transportation destinations, and statistical and clientele reports.
6. Service is to be provided within the City limits of Lynwood, and the following cities to medical destinations:
 - a) City of Downey & City of Bellflower Kaiser Hospital
 - b) City of Cudahy Kaiser Hospital
 - c) Martin Luther King Jr. Care Center
 - d) Downey Regional Medical Center -PHI
 - e) Any Medical Facility within the City of South Gate
 - f) City of Downey Rancho Los Amigos Hospital

The selected Company shall provide for all other requirements for the operation of Dial-a-Ride Services, including but not limited to: management, personnel, reservations and scheduling, dispatching, operations, maintenance, vehicles, fuel, insurance, record keeping and reporting, computer hardware and administrative software, telecommunications equipment and system, and vehicles for driver relief and road supervision.

B. Contract Term & Levels of Services

The term of the contract awarded pursuant to this RFP is intended to be for a two (2) year term, with an option to extend for three (3) one-year terms. The City nevertheless

reserves the right to modify such term upon award of the contract. Additionally, the city will reserve the right to terminate services with or without cause before the end of the term.

The Contract shall be a firm-fixed price Contract.

Call Center – Service Hours

The hours of operation for the Dial-a-Ride Program should be available from 7:00 a.m. to 6:00 p.m., Monday through Friday and weekends from 8:00 a.m. to 5:00 p.m. on Saturday and Sunday.

Annual Estimated Service Levels

The following information represents the City’s best estimate at this time and does not constitute any guarantee of vehicle service hours. This information is based upon historical data from the City’s existing service. Actual service levels may be adjusted either up or down by the City.

Table 2

Period	Vehicle Service Hours	Vehicle Revenue Mileage
Year 1	1,750	24,500
Year 2	1,850	25,000
Option Year 3	1,900	25,500
Option Year 4	2,000	27,500
Option Year 5	2,000	27,500

The definition for Vehicle Service Hours is the number of hours estimated to provide the corresponding estimated number of trips excluding deadhead time to and from the yard, meal breaks, mechanical breakdowns, and time vehicle is down due to an accident.

C. Contractor Obligations. Contractor shall be responsible for:

1. Specific Requirements:

Vehicles: At minimum two (2) vehicles must have a minimum capacity of five (5) passengers. Vehicles shall be less than ten (10) years old, and shall not emit visible smoke or excessive noise. Vehicles shall be equipped with a two-way communication device equipment. The successful contractor shall be responsible for obtaining a licensed radio frequency on which to operate. Vehicles must be compliant with all applicable Federal, State, and City laws, rules, regulations, and guidelines. Vehicles shall be maintained in good working condition and subject to inspections by City staff at anytime.

Contractors are encouraged to use alternative fuel (e.g. CNG, LPG, L/CNG, ELECTRICAL) whenever feasible.

Identification and EZ Transport Card (or Similar System): The Contractor will propose a swipe card system. The card will be used to identify the customer and generate billing for each trip. Each eligible resident who signs up to use the Dial-a-Ride demand response service shall have a uniquely numbered identification card bearing his/her name and photograph. The identification card will have an electronic strip on the reverse side, which can be used to pay for the service by swiping the card system in the vehicle's mobile data terminal (MTD). The cost of the swipe card system shall be built into the contractor's administrative charge. Cards will be issued by the City's Recreation Department to all eligible participants.

2. Personnel:

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

Coverage of Dispatch Office: The Contractor's office shall provide the necessary personnel to ensure efficient and timely administration of reservations, scheduling, and dispatch of DAR trips during regular service hours on weekdays from 7:00 a.m. to 6:00 p.m. and 8:00 a.m. to 5:00 p.m. on weekends.

Project Manager: The named Project Manager will be the person in charge of all management and day-to-day operations of the Contractor. The Project Manager shall be available to City staff during regular business hours. The Project Manager must have a minimum of three years supervisory experience in public transportation operations or a related industry (at least one year being in a paratransit environment). The Project Manager will demonstrate, by decision and action, competency in all aspects of the City's ADA/Dial-a-Ride system. The Project Manager must be knowledgeable about ADA rules, regulations and compliance. The Project Manager shall be assigned to general supervision, investigation and response to customer comments and complaints.

The Project Manager shall not be replaced without naming a replacement accepted by the City in writing and ensuring sufficient lead-time to prevent a gap in on-site management. Contractor shall submit a resume to the City for any proposed replacement candidate and an interview of the proposed replacement candidate may be required by the City.

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

- a. Licensed to operate a vehicle in the State of California as well as maintain a valid medical certificate and any other licenses required by applicable Federal, State or local regulations.
- b. Alert, careful, courteous and competent in their driving habits.
- c. Neat and clean in appearance
- d. Enrolled in the DMV Pull Notice Program, and shall meet the following criteria:
 - i. No more than three (3) moving violations during the five (5) year period preceding application for this program; and
 - ii. 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; and
 - iii. No reckless driving violations shall be allowed; evidence of reckless driving violation shall be grounds for removal from this program; and
 - iv. 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 and, if convicted after employment of such offense, shall be considered grounds for immediate dismissal from this program;

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).

Within the 30 days of approval of the contract and semi-annually during the term, Contractor shall submit to the City, 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.

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

- defensive driving
- emergency first-aid
- passenger assistance techniques, including operation of lift-equipment
- general vehicle handling and safety

- passenger relations

"New Hire" training shall be no less than the minimum required by law and shall include both classroom and behind-the-wheel training. 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. Monthly safety meetings shall be conducted for all personnel associated within this contract to advise them of changes in procedure and to reinforce practices related to provision of quality service. The Contractor shall maintain records of new-hire training completion and safety meeting attendance.

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 of the DAR service.

3. Fare and Tipping Policies:

Drivers shall not accept tips or other forms of gratuities. Contractor shall develop a plan to insure that this policy is adhered to, including conducting on-board sting investigations. Contractor shall also have a policy that drivers will automatically be terminated for accepting tips.

D. **City Obligations.** The City shall be responsible to:

1. Administer the contract and for receiving and responding to program participant complaints
2. Designate hours of service and geographical boundaries of service
3. Set public fares for the service
4. Give prompt written notice to Contractor when Administrator (City's Senior Services Manager or designee) observes or otherwise becomes aware of any deficiency in CONTRACTOR'S service
5. Participate in the marketing and outreach efforts to encourage senior use of the service

E. **Invoicing**

The Contractor shall submit a detailed invoice to the City on a monthly basis. The City shall remit payment within forty-five (45) days of receipt and approval of each invoice. 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 of the Contractor related to this service.

F. Records and Reports.

1. Accident Reporting and Follow-Up

The following types of accidents/incidents shall be reported to the City immediately upon occurrence and a final written report submitted to the City by the Contractor within 24-hours:

- a) Collisions between a vehicle and another vehicle, person or object
- b) Passenger accidents, including falls to vehicle passengers who are entering, occupying or exiting the vehicle
- c) Disturbances, altercations, ejection, fainting, sickness, deaths or assaults to passengers or drivers
- d) Vandalism to the vehicle while in service
- e) Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against the Contractor or City
- f) Any passenger, driver and service complaint that arises from an accident

The Contractor shall ensure proper follow up on any accidents or incidents, where appropriate, to ensure that any unresolved safety hazards or liability issues are addressed. The Contracted Operations Manager shall maintain reports and provide copies of reports and logs within 24 hours of demand by the Director of Recreation and Community Services Department.

2. Supervision - Customer Complaints/Comments

All customer complaints or comments related to any part of the DAR services performed under the contract that are received in Contractor's office shall be fully documented and forwarded to City on an immediate basis. Contractor shall complete a City customer complaint form detailing the incident, investigation and resolution of the complaint. All complaints forwarded by City to Contractor shall be investigated and responded to within five (5) working days. The final decision regarding the validity of the complaint rests with City. City reserves the right to have the Contractor re-investigate and resolve complaints, and to conduct its own investigation if necessary.

3. Operations Reporting

On a monthly basis, Contractor shall prepare a Monthly Operating Report which shall be submitted to the City with the monthly invoice on or before the third business day of the following month. The Monthly Operating Report shall include, at a minimum, the following reports:

Operating Data:
Total Vehicle Hours by City
Total Vehicle Miles by City
Scheduled Trips

(to include late cancels/customer no-shows)

Total Trips by City

Total Passengers by City

No-Shows by City

Missed Trips

Average Ride Time

All Trip Denials

Wheelchair/ADA passengers by City

Telecommunications:

Calls received

Calls answered (Number and % of total received)

Calls abandoned (Number and % of total received)

Maximum wait time for answered calls

Maximum wait time for abandoned calls

Average call time

Other Data:

Monthly roster of all personnel (including drivers' seniority)

Quarterly/annual reports of Drug and Alcohol Testing

All data collected by the Contractor shall be available upon request for audit and inspection by City.

4. Maintenance Reporting

All vehicles used in service to the City shall be maintained in safe, comfortable and clean working order. Contractor at its sole cost and expense, shall provide all repairs, parts, lubricants and supplies required for operation of vehicles. 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.

Safety Inspections: 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 maintained in proper working order.

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.

INSTRUCTIONS TO POTENTIAL PROPOSERS

SECTION III.

A. Proposal Contents

For evaluation purposes, proposal submittals shall be organized as set forth below:

1. Letter of Interest

The letter shall include the legal name and address of proposing company, name, title, telephone number, and email address of person legally authorized to enter into agreements on behalf of the company. The letter shall also provide a brief description of how the company plans to effectively provide transportation services in a manner that demonstrates the proposer's understanding of the scope of work **(no more than four pages, single-spaced type)**. This description must include the number and kind of vehicles the company will use to transport the registrant population described in Section II (Scope of Work) and a statement that the company will meet all the expectations described in Section II, subsection C (Contractor Obligations).

2. Experience and Qualifications

Provide a narrative on the general overview of the Company's relevant experience in providing the scope of services being requested and of project(s) similar to this project in scope or size. **(No more than 3 pages)**

3. Cost Proposal

Provide a clear and descriptive cost proposal narrative explaining the itemized cost for all services inclusive of vehicle operations, maintenance costs and call center labor and supply costs. The narrative must clearly and fully identify all transportation services-related expenses that will be applied to the City's program. Include your proposed total yearly estimate for years 1, 2 and the three (3) one-year option years based on the service level estimates on page 4, Table 1 and page 6, Table 2.

4. Company's Financial Condition and Audited Financial Statements

Provide a general description of the Company's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger, and potential labor disputes) that may impede Company's ability to complete the project. Audited financial statements from a Certified Public Accountant shall be

submitted. This statements should clearly identify the financial status and condition of the Company's immediate business entity, as well as that of the overall Company structure, if applicable; the date of this statement should cover a period of at least one (1) year and should be dated no more than twelve (12) months prior to the date of the proposal submission.

5. Resumes of Key Management Personnel

All key personnel should be named, particularly that of the project manager. Resumes shall be provided for any of the Proposer's staff, or its consultants, who will be committed to spend a substantial portion of their overall job activities in connection with the provision of the services proposed. The proposed project manager shall have a minimum of three (3) years experience managing projects of a similar type.

6. Timeline

Provide a brief narrative of the Proposer's timeline in assuming the transportation services upon award of the agreement and a brief narrative of the logistics involved in the transition.

7. Company's Profile

Provide a brief profile of the Company, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices, the name (s) of the corporate officer in charge of corporate, financial, and operational duties of the corporate entity; and number of employees. Also, provide the name of one corporate officer entitled to make decisions on the contract and direction for City's payment for services, such person may be the same as the Project Manager. If so, the proposal should provide should clarification.

B. Deliverables

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

1. List of all proposed vehicles including specifications and photographs. The list shall include the make and manufacturer of each vehicle, size, and type of fuel, the vehicle identification number and the license tag number.
2. Insurance Certifications
3. Maintenance Plan and Procedures: Identify and describe the facilities used for maintenance and provide maintenance logs of routine maintenance performed on the vehicles.
4. Provide copies of all available written policies and procedures, at a minimum, these policies should include: Drug and Alcohol Policy, Injury and Illness Prevention Program, and Personnel Practices and Policies. (Only one copy of each document should be included)

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

- Exhibit B Company Questionnaire
- Exhibit C Company's Organizational Chart
- Exhibit D Certification of Non-Collusion – signed and notarized

C. Format

All proposals shall be prepared according to the following rules:

- Proposals should be typed single-spaced, with margins not less than one (1) inch on either side.
- Proposals should be concise, as brief as possible, while responding in sufficient detail to the specific technical, administrative and other topics indicated.
- Unnecessary promotional material should not be included.
- Pages shall be numbered consecutively.

All proposals must provide answers to all questions and provide complete responses to each and every request item and category as specified in Section III, "Instruction to Potential Proposers."

D. Service

Operating Hours: Should be available Monday through Friday from 7:00 a.m. to 6:00 p.m. and Saturday and Sunday from 8:00 a.m. to 5:00 p.m.

GENERAL INFORMATION

SECTION IV.

- A. ***Cost of Proposal Preparation.*** This RFP does not commit the City to the award of a contract or to pay any costs incurred by a proposer offering professional transportation services in the preparation of their proposal or related costs. Proposers assume all costs associated with the preparation of their bid proposals, negotiating with the City any matter related to this proposal, or any oral presentations that may be necessary or required by proposer prior to date of award.

- B. ***Understanding RFP.*** It is the responsibility of each proposer to inquire about any criteria, condition, term, provision, or requirement of the RFP, or the sample draft professional services agreement, that the proposer does not understand. Responses to inquiries, if they significantly change or clarify the RFP requirements, or any aspect of the procurement process, will be forwarded

by addendum to all Proposers. The City will not be bound by any oral responses to inquiries.

- C. ***Proposal Evaluation and Award.*** Each of the proposals received will be evaluated for compliance with the requirements stated in this RFP. Failure to meet these requirements will be cause for eliminating the Contractor from further consideration.

The City shall not be liable in any way for any cost incurred by an offer or in the preparation of its proposal in response to this RFP, nor for obtaining any insurance Certificate and/or Surety Bond.

The City reserves the right to reject any and all proposals, to waive any technicalities, informalities and irregularities, to accept or reject all parts of this proposal, to be the sole judge of the suitability of the proposals offered, to negotiate directly with one or more vendors, award a contract to more than one vendor, to vary the terms of the approved proposal, and to award a contract to a qualified vendor, irrespective of whether such vendor provides the lowest bid. In addition, negotiations may or may not be conducted with Vendors; therefore, the proposal submitted should contain Vendor's most favorable terms and conditions, since the selection and award may be made without discussion with any Vendor.

Evaluation of the proposals will be made by a panel of appropriate management staff. In addition to evaluation of written proposals, oral interviews may be requested. The eventual recommendation will be made by the City Manager and the contract will be reviewed and approved by the City Council.

Proposals will be evaluated generally on the following criteria, which is neither weighted nor prioritized:

1. Quality of the proposal in terms of completeness and responsiveness to the RFP;
2. Cost and competitiveness with other offers received;
3. Efficiency and experience in providing similar services;
4. Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Personnel" Section II;
5. Proposed overall operations plan, including, but not limited to (a) level of service, (b) number and qualifications of employees, (c) effective use of personnel, (d) vehicles, including number of vehicles proposed, type, make, model, year, and condition, and (e) storage and maintenance facility;
6. Customer service standards, personnel rules and training standards, emergency response and reporting procedures, employee drug testing

standards, and employee performance, surveillance, and misconduct protocols and procedures;

Further, the City of Lynwood reserves the right to modify the RFP schedule described in the following table.

Activity	Date
RFP Issued	Monday, September 17, 2018
Pre-Proposal Meeting	Tuesday, October 2, 2018 @ 10 a.m.
Last Date for Questions & Clarifications	Thursday, October 4, 2018 By 12:00 p.m.
<u>Proposal Due Date</u>	<u>Tuesday, October 9, 2018 @ 3 p.m.</u>
Interviews	Wednesday, October 17, 2018 @ TBA
City Council Award of Contractor	Tuesday, November 6, 2018

GENERAL TERMS AND CONDITIONS

SECTION V.

A. **Professional Services Agreement.** In the event the City accepts a Contractor's proposal, a professional services agreement (the "Agreement") will be awarded to the successful Contractor who has submitted a proposal deemed to be in the City's best interest. However, the City reserves the right to negotiate the final terms and conditions of the Agreement. The terms and conditions negotiated with the Contractor are subject to final approval by the City Attorney and the City Council. The sample draft professional services agreement, attached hereto as Exhibit "A", must be agreed to and signed by the Contractor who is awarded the contract under this RFP. The draft professional services agreement attached hereto is, however, subject to modification prior to award.

The City reserves the right to order a decrease or increase in the level of service.

B. **Contract Administration.** All contracts awarded pursuant to this RFP for the provision of ADA/Dial-a-Ride senior transportation services within the City shall be administered by the City Manager, or his designee.

C. **Contract Extension.** The contract(s) awarded pursuant to this RFP may, at the sole discretion of the City, be extended. With mutual written agreement of the parties, the Agreement may be extended for up to an additional (2) years. Successful past performance during the initial contract period will be a critical factor in the decision to grant an extension. The City's decision to either grant or deny a contract extension(s) shall be final. At the end of the initial contract term, or contract extension term(s), if granted, all contract(s) awarded pursuant to this RFP shall automatically

terminate. Contract extensions are, however, contingent upon the continued availability of adequate City funding.

Termination. City may terminate the Agreement at any time, at its sole discretion with or without cause. Unless expressly agreed upon in writing by the City, the City shall not be obligated to pay for any services rendered nor any costs or expenses paid or incurred after the date of termination. The effective date of termination shall be upon the date specified in the written Notice of Termination.

D. **Insurance.** Upon execution of the Agreement, Contractor must provide, to the satisfaction of the City, both (a) certificates of insurance and (b) endorsements evidencing the policy or policies of insurance in the types and amounts fulfilling the requirements set forth in the sample draft services agreement (attached hereto as Exhibit "A").

E. **Assignment.** Contractor may not delegate or assign their rights or otherwise transfer their obligations, in whole or in part, under the Agreement to any other person or entity without the prior written consent of the City. Any such assignment without the prior written consent of the City shall be void and the attempted assignment shall constitute breach of the contract.

F. **Audits and Inspections.**

1. **Business Office.** At any time during normal business hours, and as often as may reasonably be deemed necessary by the City, the City may observe and inspect the Contractor's business office, and the Contractor(s) must make promptly available to the City for its examination all Contractor records that pertain to performance of the Agreement. The City may audit, examine, and copy any and all Contractor records pertaining to its performance of the Agreement, including but not limited to, personnel records, daily logs, safety records, vehicle maintenance records, employee training and emergency response procedures, conditions of employment, and all other data. The City's right to inspect the Contractor's business office and any and all records pertaining to its performance of the Agreement will be restricted to normal business hours and reasonable notice shall be given to Contractor(s) in advance of such inspection.

2. **Facilities/Vehicles.** The City may, at any time and without prior notice, observe and inspect Contractor vehicles, dispatch center, maintenance facilities, personnel, and/or any post location(s). City employees may be assigned to ride as observers on any Contractor vehicle at any time provided that in exercising this right to inspect and observe, City employees will conduct themselves in a professional and courteous manner, shall not interfere in any way with Contractor's employees in the performance of their duties, and shall at all times be respectful of Contractor's employer-employee relationships.

G. **Cooperation.** The Contractor(s) must cooperate with the City and take all actions necessary to ensure that all terms and conditions, and required performance levels, set forth in the Contract Documents are satisfied at all times throughout the term of the Agreement.

H. **Non-Collusion Certificate.** Each Contractor must execute and submit with each proposal the Non-Collusion Certificate, which is attached hereto as Exhibit D. If there is reason to believe that collusion exists among Contractor, all proposals submitted will be rejected and none of the participants in such collusion will be considered in any future RFP.

I. **Independent Contractor.** Both parties in the performance of the Agreement shall be acting in an independent capacity and not as agents, employees, partners, or joint ventures with one another. Contractor and its employees are not employees of the City and are not entitled to any of the rights, benefits, or privileges of City employees, including, but not limited to, medical, unemployment, or workers' compensation insurance.

J. **Compliance with Laws.** All services provided by the Contractor pursuant to the Contract Documents must be rendered in full compliance with all applicable Federal, State, and local laws, rules, statutes, and regulations, including the Americans with Disabilities Act. It will be the Contractor's sole responsibility to determine which Federal, State, and local laws, rules, statutes, and regulations apply to the services to be performed pursuant to the Contract Documents, and to maintain compliance with such laws at all times throughout the term of the Agreement.

K. **Responsibility.** It shall be the responsibility of the Contractor(s) to provide all equipment, to satisfy all terms and conditions set forth in the Contract Documents, and to perform all required duties and responsibilities expressed in the Contract Documents at all times during the term of the Agreement.

L. **Insolvency.** The Contractor shall not, without the prior written consent of the City, suffer either the appointment of a receiver to take possession of all, or substantially all of the assets of Contractor, or make a general assignment of such assets for the benefit of creditors. Any such action taken or suffered by Contractor under any insolvency or bankruptcy proceeding constitutes a breach of contract by Contractor(s), and all property assigned by the City for safe care shall be "released" to another assigned service provider, as specified by the City Manager.

M. **Discrimination.** The Contractor(s) shall not discriminate in the hiring of employees, employment of subcontractors, or the provision of services on the basis of race, religion, color, age, disability, sex, sexual orientation, marital status, or national origin.

SAMPLE PROFESSIONAL SERVICES AGREEMENT

This agreement (“Agreement”) is made as of [Date] by and between the **City of Lynwood**, a municipal corporation (“City”) and [CONSULTANT]. City and [Consultant] are sometimes hereinafter individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, City desires to utilize the services of [Consultant] as an independent contractor to provide consulting services to City as set forth in the attached **Exhibit A**; and

WHEREAS, [Consultant] represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by [Consultant] are as described in **Exhibit A**.

B. Time of Performance. [Consultant] shall complete the specific services according to the schedule of performance as set forth in **Exhibit A**. [

2. **Term of Agreement**. This Agreement shall commence on [Date] (the “Commencement Date”) and shall terminate on [Date] (the “Termination Date”), unless sooner terminated pursuant to the provisions of this Agreement. In the event the Parties do not enter into a new agreement prior to the Termination Date, this Agreement shall continue on a month-to-month basis under the same terms for a period not to exceed three months following the Termination Date. If the Parties execute no new agreement by the end of the three-month period following the Termination Date, this Agreement shall terminate at the end of such three-month period.

3. Compensation.

A. City agrees to compensate [Consultant] for services under this Agreement in compliance with the schedule set forth in **Exhibit A**. [Consultant] shall submit proper monthly invoices in the form and manner specified by City. Each invoice shall include a monthly breakdown of all monthly services performed together with the hours spent on each service. [Consultant] shall maintain appropriate and necessary documentation supporting the monthly invoices detailing the type of services provided. It shall be available for review by the City at all reasonable times upon request.

B. Total payment to [Consultant] pursuant to this Agreement shall be set at an hourly rate of [\$\$] at a not to exceed maximum compensation of [\$\$] for this contract. which shall be payable as set forth in the Scope of Services, attached as **Exhibit A**, inclusive of any request for reimbursement, if any, submitted pursuant to Section C, below.

C. If at the request of the City, [Consultant] is required to incur out of pocket expenses (including but not limited to, out-of-town travel and lodging) which are above and beyond the ordinary expenses associated with performance of this Agreement, [Consultant] shall be entitled to reimbursement of such expenses. [Consultant] shall only be reimbursed for those expenses which: (i) appear on [Consultant] monthly invoices; (ii) are accompanied by a copy of the City's written authorization for [Consultant] to incur such expenses; and (iii) receipts documenting such expenses.

4. General Terms and Conditions. The General Terms and Conditions set forth in **Exhibit B** are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both parties intend the provisions of the other exhibit(s) to control.

5. Addresses.

City

City of Lynwood
11330 Bullis Road
Lynwood, CA 90262
Attn: [Name], City Manager

Company

[Consultant]
[Address]
Attn: [Name]

6. Exhibits. All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit A – Scope of Services and Time of Performance and Compensation Schedule (____
() pages)

Exhibit B – General Terms and Conditions (nine (9) pages)

///

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

CITY

CITY OF LYNWOOD

By: _____
[Name], Mayor

Date

By: _____
[Name], City Manager

Date

COMPANY

[CONSULTANT]

By: _____
[Consultant]

Date

ATTEST:

By: _____
[Name], City Clerk

Date

APPROVED AS TO FORM:

By: _____
[Name], City Attorney

Date

EXHIBIT A
SCOPE OF WORK

[Insert scope of work and cost for services]

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

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

B. [Consultant] agrees to pay all required taxes on amounts paid to [Consultant] under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor status of [Consultant] and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and [Consultant], then [Consultant] agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. [Consultant] shall fully comply with the workers' compensation law regarding [Consultant] and [Consultant] employees. [Consultant] further agrees to indemnify and hold City harmless from any failure of [Consultant] to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to [Consultant] under this Agreement any amount due to City from [Consultant] as a result of [Consultant] failure to promptly pay to City any reimbursement or indemnification arising under this Section 1.

D. [Consultant] represents to the City, and City relies on [Consultant] representations, that [Consultant] shall serve solely in the capacity of an independent contractor to the City. Neither the City nor any of its agents will have control over the conduct of [Consultant] or any of [Consultant] employees, except as otherwise set forth in the Agreement. [Consultant] may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligations, or responsibility to [Consultant] agents or employees, including the Affordable Care Act coverage requirements. [Consultants] is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act with respect to [Consultant] agents and employees. [Consultant] warrants and represents that the City will not be responsible and will not be held liable for issues related to [Consultant] status as an independent contract, including [Consultant] failure to comply with [Consultant] duties, obligations, and responsibilities under the Affordable Care Act. [Consultant] agrees to defend, indemnify, and hold the City harmless for any and all taxes, claims, and penalties against the City related to [Consultant] obligations under the Affordable Care Act.

2. Standard of Performance.

A. [Consultant] shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Manager or his/her designee. The City Manager or his/her designee may from time to time assign additional or different tasks or services to [Consultant], provided such tasks are within the scope of services described in **Exhibit A**. However, no additional or different tasks or services shall be performed by [Consultant] other than those specified in **Exhibit A**, or those so assigned in writing to [Consultant] by the City Manager or his/her designee.

B. The _____ shall, until further notice to Consultant, administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. [Consultant] is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of [Consultant] to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to [Consultant] or any other person for, and [Consultant] shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by the [Consultant] performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of [Consultant], its agents, officers, directors, subcontractors, sub consultants or employees, committed in performing any of the services under this Agreement. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

C. [Consultant] agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, sub consultant or any other person or entity involved by, for, with or on behalf of [Consultant] in the performance of this Agreement. In the event [Consultant] fails to obtain such indemnity obligations from others as required in this Section, [Consultant] agrees to be fully responsible according to the terms of this Section. Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Indemnitees as set forth herein shall survive the termination of this Agreement and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence or applicability of any

insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to City.

D. [Consultant] represents to the City, and City relies on [Consultant] representations, that [Consultant] shall serve solely in the capacity of an independent contractor to the City. Neither the City nor any of its agents will have control over the conduct of [Consultant] or any of [Consultant] employees, except as otherwise set forth in the Agreement. [Consultant] may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligations, or responsibility to [Consultant] agents or employees, including the Affordable Care Act coverage requirements. [Consultants] is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act with respect to [Consultant] agents and employees. [Consultants] warrants and represents that the City will not be responsible and will not be held liable for issues related to [Consultant] status as an independent contract, including [Consultant] failure to comply with [Consultant] duties, obligations, and responsibilities under the Affordable Care Act. [Consultant] agrees to defend, indemnify, and hold the City harmless for any and all taxes, claims, and penalties against the City related to [Consultant] obligations under the Affordable Care Act.

D.

4. Insurance.

A. Without limiting [Consultant] indemnification of Indemnitees pursuant to Section 3 of this Agreement, [Consultant] shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

- (i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
- (ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$250,000 per accident, combined single limit. If [Consultant] owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
- (iii) if required by California law, Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.;
- (iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts,

errors or omissions of the consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$1,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best’s rating of no less than A:VII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to CITY via certified mail, return receipt requested, addressed to “Risk Manager,” City of Lynwood, 11330 Bullis Road, Lynwood, California, 90262. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. [Consultant] shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City’s appropriate standard forms entitled "Additional Insured Endorsement".

F. [Consultant] insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

G. [Consultant] agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of [Consultant] and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. Confidentiality. [Consultant] in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. [Consultant] covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by [Consultant] without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. [Consultant] covenant under this section shall survive the termination of this Agreement.

6. Ownership of Work Product. All reports, documents or other written material developed by [Consultant] in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by [Consultant]. The provisions of this paragraph shall not apply to computerized claim forms and other proprietary software and materials ([Consultant] Proprietary Materials”), which are solely owned by [Consultant]. Such [Consultant] Proprietary Materials shall be clearly marked, designated or labeled by [Consultant], and City agrees not to use or distribute any such [Consultant] Proprietary Materials without written permission of [Consultant].

7. Conflict of Interest.

A. Consultant covenants that it presently has no interest and shall not acquire any interest, director or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Consultant. Consultant's covenant under this section shall survive the termination of this Agreement.

8. Termination. Notwithstanding any other provisions, the Agreement may be duly terminated at any time by the City at its sole discretion with or without cause. Unless expressly agreed upon in writing by the City, the City shall not be obligated to pay for any services rendered nor any costs or expenses paid or incurred after the date of termination. The effective date of termination shall be upon the date specified in the written Notice of Termination. [Consultant] agrees that in the event of such termination, [Consultant] must refund the City its prorated share, except for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, [Consultant] shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instructions of City.

9. Personnel. [Consultant] represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by [Consultant] or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. [Consultant] reserves the right to determine the assignment of its own employees to the performance of [Consultant] services under this Agreement, but City reserves the right, for good cause, to require [Consultant] to exclude any employee from performing services on City's premises.

10. Financial Condition. Prior to entering into this Agreement, [Consultant] has submitted documentation acceptable to the City Manager, establishing that it is financially solvent, such that it can reasonably be expected to perform the services required by this Agreement. Within thirty (30) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement, [Consultant] shall submit such financial information as may be appropriate to establish to the satisfaction of the City Manager that [Consultant] is in at least as sound a financial position as was the case prior to entering into this Agreement. Financial information submitted to the City Manager shall be returned to [Consultant] after review and shall not be retained by City.

11. Non-Discrimination and Equal Employment Opportunity.

A. [Consultant] shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. [Consultant] will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. [Consultant] will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

12. Assignment. [Consultant] shall not assign or transfer any interest in this Agreement nor the performance of any of [Consultant] obligations hereunder, without the prior written consent of City, and any attempt by [Consultant] to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

13. Performance Evaluation. For any Agreement in effect for twelve months or longer, a written annual administrative performance evaluation shall be required within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement. The work product required by this Agreement shall be utilized as the basis for review, and any comments or complaints received by City during the review period, either orally or in writing, shall be considered. City shall meet with [Consultant] prior to preparing the written report. If any noncompliance with the Agreement is found, City may direct [Consultant] to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

14. Compliance with Laws. [Consultant] shall keep itself informed of State, Federal and Local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any

way affect the performance of its service pursuant to this Agreement. [Consultant] shall at all times comply with such laws, ordinances, codes and regulations. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of [Consultant] to comply with this Section.

15. Licenses. At all times during the term of this Agreement, [Consultant] shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

16. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to [Consultant] constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of [Consultant], and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

17. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and [Consultant].

18. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during [Consultant] regular business hours or by facsimile before or during [Consultant] regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

19. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

21. Severability. If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

22. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between [Consultant] and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the Mayor and attested by the City Clerk.

23. Authority. The person or persons executing this Agreement on behalf of [Consultant] warrants and represents that he/she has the authority to execute this Agreement on behalf of the [Consultant] and has the authority to bind [Consultant] to the performance of its obligations hereunder.

EXHIBIT "C"

COMPANY QUESTIONNAIRE

This questionnaire must be completed and submitted along with the proposal.

1. General Information

Name of Transportation Company: _____

Address: _____

City: _____ State: _____

Zip Code: _____ Employer Identification No.: _____

Telephone: _____ E-mail: _____

Name of Transportation Company Owner: _____

Telephone: _____

President & CEO (If different from Owner): _____

Telephone: _____

Chief Financial Officer: _____

Telephone: _____

2. Is your company a subsidiary of another company ___Yes___No? If yes, what is the name of the parent company? _____

3. For how many years has your company been in the transportation business? _____

4. Based on the service levels and demographic information provided in Section I (Introduction and Overview); indicate the category of vehicles and number of vehicles that you would propose to use to transport registrants to and from the described destinations in this RFP.

Category of vehicle Example ambulette, sedan or van	Average Age of the vehicle(s) in this category	How many vehicles in this category do you have?	Number of passengers this type of vehicle could transport

***Indicate which category of vehicle could be used to transport registrants in wheelchairs.**

5. How many drivers do you employ/contract? _____

6. In addition to a driver's license, do you require any additional credentials from your drivers? Describe: _____

7. Do you have any restrictions on the distance or areas you could transport individuals? (For example, if the City wanted to transport people within the Cities of Long Beach and Los Angeles). _____ Yes _____ No If yes, please describe the restriction _____

8. Is your company or any key management staff currently involved in any pending litigation and/or judgment? _Yes _____ No If yes, is there potential for this litigation to impact services to the City as requested in this RFP? Please explain: _____

EXHIBIT "D"

COMPANY'S ORGANIZATIONAL CHART

Number of Employees and Average Years of Experience in Public Transportation

	Number of Employees	Average Years of Experience
Management		
Supervisory		
Drivers		
Office/Dispatch/Administration		
Others (describe)		

AND

**ATTACH COPY OF COMPANY'S
ORGANIZATIONAL CHART**

EXHIBIT "E"

AFFIDAVIT OF NON-COLLUSION CERTIFICATION (REQUIRED)

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 final offer for the purposes of restricting competition.

Dated: _____

Proposer: _____

Authorized Signature: _____

NOTARY

Subscribed and sworn before me this _____ of _____, 2018

My commission expired _____, 2018

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