



**CITY OF LYNWOOD
REQUEST FOR PROPOSALS
MANAGEMENT AND OPERATION OF A FIXED-ROUTE MUNICIPAL TRANSIT SERVICE
ADDENDUM #4
ADDENDUM ISSUE DATE: September 24, 2018**

The following clarifications, answers to questions, amendments, additions, deletions, revisions and/or modifications are hereby made part of the Request for Proposals (RFP) for the Management and Operation of a Fixed-Route Municipal Transit Service.

To respond to all the questions submitted by proposers prior to the September 17, 2018 deadline to submit questions and provide further corrections and clarifications on the RFP, we will be issuing additional addendum/addenda.

1. Page 4 and Page 5 of the RFP – See corrections below.

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, as of first day of service 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. *The City at its sole option may require the Contractor to use other form of media other than paint to apply the City logo or graphic design. City logo and/or graphic to be applied onto the vehicles have to be approved by City. The City to provide the artwork for the logo or graphic design. Contractor shall pay for the printing and application of the 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.**

Note: The City is currently proposing a route change that may require a feeder buses during peak times. *The fifth vehicle will serve as a feeder bus or spare.*

2. Page 10 and 11 of the RFP – Added language

F. Vehicle-Related Requirements

The Contractor shall provide five (5) vehicles to be exclusively operated under this contract. Vehicles shall be thirty-passenger vehicles **or twenty six seat capacity when the two wheelchair stations are in use**. 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 be no greater than three years at any time while that used vehicle is being operated under this contract. Used vehicles must meet safety and all other vehicle-related requirements and must be inspected by the City prior to being placed in operation.

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
- **All Vehicles must have 30 seat capacity or 26 seat capacity with four (4) flip down seats for when the two wheelchair stations are in use.**
- 2 wheel chair stations forward facing positions
- all remaining seats shall be either forward facing or perimeter seating

Safety Equipment: *Each new vehicle is to be equipped with a minimum of two stanchions and two ceiling grab rails shall be installed on opposite sides of the perimeter seating section.*

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. *Each new vehicle shall be equipped with a three-channel ZenduCam with one video facing the front of the vehicle and two facing inside the vehicle from two different vantage points. Video shall have a minimum of 128GB of recording capacity with Mic, tamper-resistant locking enclosure, delayed power shutdown and 3G and Wi-Fi enabled.*

Global Positioning System: Each of the new vehicles shall be equipped with a global positioning system (GPS) and video monitoring solution through the GoFleet Corporation. City shall have access to all features of vendor's GoFleet account to monitor activity and possibly allow public to monitor location of trolleys in real-time. **The Transit Operator may secure a GoFleet account directly or can negotiate installation of the equipment and service through the City.**

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

Digital Route Displays: Each of the new vehicles shall have either front or side mounted digital route displays to specifically identify the route to be traveled.

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.

3. Page 15-26 - Sample Agreement.

A reissued Sample Agreement with denoted edits is attached to this Addendum.

4. Due to the change in the Sample Agreement, the following changes are being made to the RFP:

Page 8

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(a)** ~~Section VII, Part 1 a.~~ of the Agreement. Such currencies of an increase or decrease within the 10% level shall be agreed upon and provided for in writing.

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(a)** ~~Section VII, Part 1 a.~~

5. COMMUNITY EXCURSIONS, SPECIAL EVENTS AND TRIPS is added to the Sample Agreement.

See attached Sample Agreement, Section XV. COMMUNITY EXCURSIONS, SPECIAL EVENTS, AND TRIPS

6. REVISED START DATE – Correct Error on RFP and Addendum No. 3

Service Start Date is **January 29, 2019**. Service must commence on January 30, 2019.

7. Proposal Submittal- Correction and Reminder

Submit one (1) flash drive, an original document, and 4 hard copies of the complete proposal prior to the submittal deadline.

See Proposal Content on pages 4 to 6 of the RFP for the required content of the Proposal.

Submit also the following with your proposal:

- Completed Form 1 and Form 2
- Completed Exhibit A- Description of Proposing Organization
- Completed Exhibit B – Certification of Non-Collusion

Forms and Exhibits available in word document format. Visit the City's website at www.lynwood.ca.us , click on City Services, then click on Bids and RFPs.

Or use the link below

<http://gov.findrfp.com/gov/List.aspx?id=73291>

QUESTIONS AND ANSWERS

(Below are questions received from Proposers and answers from the City)

8. Question: Please clarify the specific requirements for the fleet type. The revised RFP no longer requests new buses and has two different age/year requirement for used buses; 50k miles/4 years on page 5 and 100k miles/3 years on page 10. Suggest all contractors be required to provide new buses that would allow a reliable fleet for the full term of the contract to include some of the new amenities discussed during the pre-proposal meeting

Answer: See Item #1 and Item #2 above on the following changes:

*D. Proposed Vehicles; and
F. Vehicle Related Requirements.*

9. Question: Vehicles - The original RFP indicated vehicles with seating for 30 passengers and 2 wheelchairs. Please clarify the number of seated passengers with and without the 2 wheelchair passengers. Most vehicles have flip seats available in the wheelchair location to allow for seated passengers when not needed for a wheelchair passenger. Would the City accept a Trolley with 25 seated spaces plus 2 wheelchair spots with flip seats allowing 29/0 or 25/2 seated/wheelchair?

Answer: In compliance with ADA and fleet continuity standards the City has established a minimum seating capacity for all vehicles at 30 seats or at a 26 seat capacity with 4 flip down seats when the two wheel chair stations are in use.

10. Question: Dispatch coverage notes 5:30am to 7:30pm weekdays and "or other times when vehicles are in revenue service." Page 7 has buses in service from 7:00 am to 6:00 pm. Please confirm a Dispatcher should be on duty weekdays from 6:30am to 6:30 pm to support the buses in service.

Answer: Dispatch service hours are from 5:30 A.M. to 7:30 P.M. on Week Days and 6:30 A.M. to 7:00 A.M. on Weekends and Holidays.

11. Question: Fareboxes - Please confirm the Contractor is responsible for providing fareboxes. Does the City have a requested make/model/type of farebox?

Answer: The Contractor is responsible for providing fareboxes. Contractor must provide a smart fare box systems similar the "Genfare Fast Fare".

12. Question: Cameras - Please confirm the City is interested in Security cameras that have multiple cameras and record at all times vs. g-force style cameras like DriveCam

Answer: See Item #3 above issued in this Addendum regarding cameras.

13. Question: Force Majeure -- Request the City consider adding a Force Majeure clause to the contract similar to the following: 'In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond Contractor's control, Customer shall excuse Contractor from performance under this Agreement.'

Answer: City added Section XVII. FORCE MAJEURE under the Sample Agreement. See Sample Agreement attached to this Addendum for the exact language.

14. Question: Please provide the Annual Revenue Hours contractors should use for pricing service

Answer: For the cost proposal, use the estimated annual revenue hours below:

Estimated Revenue Hours on the New Proposed Routes			
	Weekday	Weekend	Total
Route A	3,072	624	3,696
Route B	3,072	624	3,696
Route C	3,072	624	3,696
Route D	3,328	1,144	4,472
Total Hours	12,544	3,016	15,560

15. Question: Please provide the hours and miles for each Route by weekdays, weekends, and holidays that match to the Annual Revenue Hours (15,560 hours?). This would assist in splitting the costs between the two pricing structures by vehicle type

Answer:

For the Operating Hours: See page 7 of the RFP regarding Operating Hours. (II. Scope of Work B. Service)

For the Miles: For the new proposed route below is a table on the estimated miles by route.

Estimated Miles (Length of Route) By Route	
	In Miles
Route A	7.3
Route B	6.8
Route C	13.9
Route D	6.5
Total	34.5

16. Question: The Sample Agreement lists four (4) dedicated vehicles. Please clarify whether the fifth buses would be a spare bus would be dedicated and painted to City color scheme.

Answer: Changes has been made to the Sample Agreement as attached to this addendum. This RFP calls for five (5) new buses. The fifth bus will be used as a tripper bus or as a spare. See #1 and #2 above on proposed vehicles and vehicle related requirements.

17. Question: Request the City delete all references to "volunteers" from indemnification and insurance as they are outside the proper scope of coverage.

Answer: The City will not change the provision on the indemnification regarding reference to "volunteers."

18. Question: Request the City add the following language to the Liquidated Damages section: 'City must notify Contractor in writing within forty-eight (48) hours of an incident its intent to assess liquidated damages. Contractor shall have thirty (30) days following such notice to cure the incident prior to the assessment of liquidated damages. City must bill Contractor for such liquidated damage within sixty (60) days of the incident if the violation has not been remedied. Failure to either timely notify or bill Contractor shall relieve Contractor of its obligation to pay liquidated damages for the particular incident.'

Answer: No changes will be made at this time to the liquidated damages provision under the Sample Agreement.

19. Question: Please confirm the default cure notice period will be thirty (30) days.

Answer: See revised Sample Agreement included in this addendum. Look at Section XIV(e), Cure of Default and Termination.

20. Question: Please provide all forms and Exhibits A and B in Word or Excel format. This makes it easier for Contractors to prepare and submit the required documents in a uniform matter

Answer: The City is providing Exhibit A and B in Word Format for convenience.

21. Question: Please provide the required Proposal and Price Forms. The original RFP document had many forms (Forms 1 through 9) that are not included in the Addendum 2 replacement RFP.

Answer: Included in this addendum is Form 1 and Form 2. Form 1 and Form 2 is available in Word Format. Completed Form 1 and Form 2 shall be included with the Proposer's Cost Proposal.

22. Question: Please clarify whether contractors are to provide two (2) or three (3) similar contracts as references.

Answer: Provide three (3) similar contracts as references. Exhibit A, Description of Proposing Organization has been changed to correct this error.

10. Service References

Please tell us about a minimum of three (2 3) similar contracts under which the Respondent's Organization had provided service, labeling these "Service References."

23. Question: New Route Schedules - Please confirm whether CA Wage Order 9 was considered when developing the new route time tables. Per Wage Order 9 employees must receive a ten (10) minute paid break during their initial work period, a thirty (30) minute unpaid meal period and a ten (10) minute break during their second half of their shift. When the ten (10) minute breaks are not included as scheduled layover time within the timetables contractors would have to paid another employee to drive out to the route, relieve the driver for their break and often times cover a full loop, significantly increasing the driver pay hours and driving contractor costs/rates up.

Answer: See Sample Agreement. Under Section V. COMPLIANCE WITH THE LAW of the Sample Agreement, "All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State, and Federal Law".

24. Question: Please provide the Time Tables for each of the four routes

Answer: Refer to Section II: Scope of Work for Operation of Lynwood Trolley Services in the RFP for the Operating Hours for Routes A, B, C, and D. The City does not currently have timetables for the new proposed routes.

25. Question: Are the current drivers/employees part of a labor union? If yes, please provide a copy of the current labor agreement and the contact name and number for the union representative.

Answer: See Addendum #3.

26. Question: Please provide a list of the positions currently provided by the contractor for this operation. Please indicate whether these positions are 100% dedicated to this contract.

Answer: See Addendum #3.

27. Question: Please provide information regarding the current benefits and co-pays for the current employees to include drivers and staff. Please include as many specifics as possible.

Answer: See Addendum #3.

28. Question: We intend to hire as many of the existing employees as possible. In order for us to ensure that they make at least as much, or more than they do now, please provide a seniority list for the current employees for this contract, and indicate position, full time or part time, length of service, and current rate of pay.

Answer: See Addendum #3.

29. Question: At various times, state, federal, and local governments change laws, rules and regulations which require a company to increase the wages or benefits for the employees that will be employed under this contract. If such an event occurs during the term of the agreement, how will the agency respond for a request for increased compensation. For example, the recent Affordable Care Act legislation significantly affected the level and cost of medical coverage for employees. Since these events cannot be anticipated and the costs are so significant, we need to understand the risk associated with such laws, rules or regulations.

Answer: The Cost proposal for the Revenue Services Hourly Rate for each year of the 5 Year Contract (Form 1 and Form 2) shall be based on not to exceed amount and fixed for the duration of the contract term. The City cannot guarantee adjustment will be approved for any unanticipated increases.

30. Question: Can the City provide an idea of the volume of customer calls the Contractor receives regarding the service, schedules, etc? If possible, please provide for weekday, Saturday and Sunday as well as by hour of the day.

Answer: According to MV Transportation, the data upon which the City has not yet verified, MV Transportation receives 2 calls on the weekend and 1 to 2 calls every 3 hours during the weekday. Keep in mind, that the Fixed Route Transit has not been heavily promoted. Call volumes may change as the City starts its promotion of the Fixed Route Transit.

31. Question: Does the Agency have any requirements regarding support vehicles? Type, number, age limit, fuel type. How many are currently being supplied by the contractor?

Answer: The fifth new vehicle is intended to serve as the tripper and spare vehicle.

The current contract with MV Transportation calls for 2 regular buses and 2 trolley type buses to run the 4 fixed routes. Per MV Transportation below is a list of vehicles that MV Transportation uses for the contract. Per MV Transportation, they use Unit 1178, 1179, 1180, 1181 and 1182 to run the routes. The rest of the units are used as spares.

Unit	Current Year	Make	Model	Engine Size	Fuel Type	Mileage
1178	2014	FORD F53	SUPREME CHASSIS	6.8 CNG	CNG	97426
1179	2014	FORD F53	SUPREME CHASSIS	6.8 CNG	CNG	111222
1180	2013	FORD F550	STAR CRAFT	6.8 CNG	CNG	119158
1181	2013	FORD F550	STAR CRAFT	6.8 CNG	CNG	143236
1182	2013	FORD F550	STAR CRAFT	6.8 CNG	CNG	177392
1184	2007	CHEVY 5500	EL DORADO	8.1 GAS	GAS	259076
1185	2007	CHEVY 5500	EL DORADO	8.1 GAS	GAS	295694

Unit	Current Year	Make	Model	Engine Size	Fuel Type	Mileage
1186	2007	FORD E450	SUPREME CHASSIS	6.8 GAS	GAS	260293

32. Question: Fuel -- If the Contractor is responsible for providing fuel and given historical volatility of fuel costs, will the Agency include a fuel escalator clause in the contract?

Answer: The Cost proposal for the Revenue Services Hourly Rate for each year of the 5 Year Contract (Form 1 and Form 2) shall be based on not to exceed amount and fixed for the duration of the contract term. The City cannot guarantee adjustment will be approved for any unanticipated increases.

33. Question: Fuel -- Who is responsible for providing fuel? City or Contractor?

Answer: Contractor is responsible.

See page 10 of RFP. F. Vehicle-Related Requirements.

...“Vehicles shall be powered by compress natural gas (CNG) or low emission, low sulfur diesel engines....”

See page 11 of RFP. 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....”

34. Question: Fuel - Would the City consider paying for the fuel either directly or as a pass-through expense. This balances the risk associated with fuel fluctuations that contractors have to include in their pricing often costing agencies more than if fuel was paid for as a pass through expense documented for the dedicated service fleet.

Answer: The City will not consider paying for that cost. The City will not consider a pass-through expense.

The Cost proposal for the Revenue Services Hourly Rate for each year of the 5 Year Contract (Form 1 and Form 2) shall be based on not to exceed amount and fixed for the duration of the contract term.

35. Question: How many years has the existing contractor held this contract including extensions?

Answer: The existing contract was the result of an RFP in 2013. MV Transportation was awarded the contract. The contract was extended for 90 days, which ends on
Prior to 2013, the City had an earlier contract with MV Transportation in 2007.

36. Question: IT: Are there any non-standard system applications that need to be installed on Contractor's workstations? Does the City have plans to purchase/install any technology or tools on the bus or for the system?

Answer: See #2 above. At this time, the City does not have plans to purchase/install any technology or tools on the bus or for the system. Although this may change.

37. Question: Please clarify the definition of a Revenue Hour for billing purposes. Is the Revenue Hour from first scheduled time point to last actual time point adjusted for actual service provided due to traffic, detours, etc?

Answer: Revenue hour is the hour that the Contractor bills the City. Revenue hour should be billed from the start of the service schedule to the end of the service schedule. This should not include deadhead hours travelling to and from the point of start of service.

38. Question: Please provide a copy of the current contract for these services.

Answer: The City will make available current signed contract with MV Transportation.

39. Question: Please provide a listing of all liquidated damages and incentives issued for the past 12 months by month and category.

Answer: None issued.

40. Question: Please provide copies of the last three months of invoices from the Contractor.

Answer: The City will make available the invoices from the last three months.

41. Question: Please provide the current rates paid to the existing contractor for variable and fixed costs. Also, please indicate the total amount paid to the contractor for the last fiscal year.

Answer: The City will make the available the June 2018 invoice which will have the Fiscal Year 18 billing information.

42. Question: Request the City consider extending the Due Date for proposals two weeks to allow for obtaining bus pricing and development of proposals and pricing.

Answer: See Addendum #3. The Due Date has been extended to October 18, 2018 at 5pm (PST).

43. Question: Should the City need to change the Contract Award Date, request the City consider extending the Service Start Date to provide a minimum 90-day transition period allowing for buses to be purchased and delivered prior to contract service start. Bus suppliers do not typically have Trolley style buses on their lots for quick delivery

Answer: The service start date has been changed to an earlier date of January 30, 2019. We cannot consider extending the service start date at this time. Changing the start date will require approval from the City Council and MV Transportation. We have provided a 6 month allowance for the delivery of new vehicles. The Contractor however must provide alternate interim vehicles with approval from the City since the service date must start on January 30, 2019.

44. Question: RFP, Page 5: "Note: The City is currently proposing a route change that may require feeder buses during peak times." Would the city please provide us more information regarding the proposed route change during peak times?

Answer: The City hired CCE/AB Consulting to assess the current fixed route and recommend improvements. Under the proposed route, Route B was reconfigured to potentially service ten (10) schools. It is anticipated that once students learn of the bus service stopping at the schools, it is anticipated that student ridership may require a tripper or feeder bus during peak hours from 7:00 AM to 9:00 AM and 3:00 PM to 4:00 PM.

45. Question: RFP, Page 7 Operating Hours. Would the City please provide the revenue hours that all bidders are to base their cost, to include any trippers required.

Answer: Base the cost proposal on estimated 15,560 revenue hours.

46. Question: PG 29 Section XII Insurance I. Workers Compensation – "An endorsement stating the city shall receive at least 30 days' notice prior to cancellation or renewal of coverage."

Will city replace with "contractor will provide notice to City at least 30 days' notice prior to cancellation or renewal of coverage."

Answer: Yes.

47. Question: PG 30 Section XII Insurance – "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."

Will the city consider removing this section entirely or rewrite section to only allow cancellation of the contract in the case of "failure to secure"?

Answer: *See revised Sample Agreement included in this addendum. At this time the language on the revised Sample Agreement for Section XII. Insurance stands.*

48. Question: Please clarify the requirements of the public address system. Would an operator making announcements satisfy this requirement or must it be an automated AVL driven system?

Answer: This is an ADA requirement which can be satisfied with a driver announcements over a Public Announcement System or through the AVL systems that can be programed to make automatic announcement.

49. Question: Please clarify the vehicle requirements, miles, age, and type of vehicle. Currently 2 trolleys type vehicles are being used, are these a requirement in the future.

Answer: *Two Trolley vehicles and three shuttles. The vehicles need to be ADA complaint, with 30 seat capacity or 26 seat capacity with four fold down seat for wheelchairs.*