

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 21-21



Comprehensive Operational Analysis (COA)

December 17th, 2020

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes, or addendums to the RFP are posted at:

<https://www.planetbids.com/portal>

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INTRODUCTION

The City of Montebello, Montebello Bus Lines (MBL), is soliciting proposals from qualified consultants to develop and administer a Comprehensive Operational Analysis (COA) for the agency's transit system.

The City operates MBL to provide reliable and efficient public transportation services to the residents of Montebello and neighboring communities. As the third-largest municipal bus system in Los Angeles County, MBL proudly serves 5.2 million passengers annually throughout the communities of Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

MBL's transit system consists of a fleet of sixty-six (66) 35ft-40ft buses (three electric, thirty-six hybrid, and twenty-seven Compress Natural Gas (CNG) buses), one 25ft cutaway shuttle, nearly 1,000 bus stops, and 2 transit hubs. MBL buses travel in highly visible corridors throughout various communities. These corridors include colleges and universities, retail areas, and other commercial and industrial areas.

This Request for Proposal (RFP) seeks to secure the most qualified consultant to perform an analysis of existing operational services and programs to identify future options, services, and programs that will maximize post-COVID-19 ridership within the MBL service area. In addition, the consultant will develop a plan that will solicit broad and innovative community input, address resident goals and objectives, and as feasible, maximize ridership within existing financial constraints, and evaluate future options that include electrification and consolidation. The selected consultant will possess the relevant experience required to provide the analysis and development of successful and innovative transit service options.

The Scope of Work will include the deliverables to be prioritized and submitted to MBL as follows:

- Line by Line Analysis.
- Robust Community Outreach Plan throughout the study focused on customer experience.
- A comprehensive ridership forecast, current and future, with recommendations on how to increase ridership.
- Safety and location assessment of the current bus stops/shelters with recommendations for potential new locations.
- Financial analysis on the operational cost.
- Potential transit facility relocation project and coordination with a feasibility study.
- Comparison analysis on the service network feeding into other transit operators in the region with a seamless service recommendation.
- Assessment, analysis, and recommendation of the app based tool, incorporating other micro-transit services to include demand based transit service providers such as Lyft and Uber.
- Study "right-sizing" the fare across Los Angeles County, including the subsidized fare box recovery.
- Provide a comprehensive recommendation on the overall branding and enhancement of client management protocol for Montebello Bus Lines.

DATE: December 17th, 2020
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL (RFP) NO.21-21
TITLE: CITY OF MONTEBELLO (CITY) and MONTEBELLO BUS LINES (MBL)

COMPREHENSIVE OPERATIONAL ANALYSIS

The City of Montebello, Montebello Bus Lines (MBL), is soliciting proposals from qualified Consultants to develop and administer a Comprehensive Operational Analysis (COA) for the agency's transit system.

All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable].

Name: Rohan Anderson
Title: Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.104
E-mail: randerson@cityofmontebello.com

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Proposers and placed on the City of Montebello website. Responses to questions or comments regarding this RFP provided by any other department, employee, or City of Montebello department other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in-person will not receive a response.

Proposals must be received by **Thursday, March 18th, 2021, 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

All Proposals must contain an original signature by an authorized officer of the company.

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City of Montebello hereby notifies all prospective Proposers that the City will require each Proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and subcontracts financed in part or whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Montebello reserves the right to reject any or all Proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

The City of Montebello Department of Transportation is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services based on race, color, or national origin per FTA Circular 4704.1 and Title VI of the Civil Rights Act of 1964, as amended ("Title VI"). In addition to Title VI, NTS also prohibits discrimination based on sex, age, or disability.

Any person who believes he or she has been subjected to discrimination under Title VI can file a complaint with MBL. For more information on Montebello Transit System's Civil Rights Program, and the procedures to file a complaint, contact:

Name: Young- Gi Kim Harabedian
 Title: Director of Transportation
 Address: 400 S. Taylor Ave.
 Montebello, CA 90640
 Telephone: (323) 558-1625
 Fax Number: (323) 887-4643
 E-mail: RideMBL.com

You may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
 Civil Rights Division
 Federal Coordination and Compliance Section, NWB
 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530
 More information on Title VI is available from the Justice Department online at www.justice.gov

TIMETABLE & SCHEDULE OF EVENTS

Thursday	December 17 th , 2020	REQUEST FOR PROPOSAL (RFP) RELEASE
Thursday	January 28 th , 2021	LAST DAY FOR SUBMISSIONS OF QUESTIONS
Tuesday	February 16 th , 2021	ANSWERS TO QUESTIONS
Thursday	March 18 th , 2021	PROPOSAL DUE DATE BY 3:00 PM PST
Week of April 12 th , 2021	PRESENTATIONS & INTENT TO AWARD	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 8	
2	Letter of Transmittal	Page # 33	
3	Licensing, Permits, Certificates, and Taxes	Page # 11	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit E	
	OPTIONAL ITEMS		
9	Requests for exceptions or deviations.	Page # 8	

Company Name:	
Name of Proposer initialing document (print):	
The email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids.com Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to the hour of **3:00 p.m. on Thursday, March 18th, 2021.**

All Proposals must contain an original signature by an authorized officer of the company. Proposals received after the above-listed date and time will not be considered.

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS
- QUALIFICATIONS
- SCOPE OF WORK

Proposals shall be typed, single-spaced, and submitted on 8 1/2"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and Proposers references have been checked. All Proposals shall be accompanied by a completed and signed Letter of Transmittal provided as a part of this RFP.

All requests for exceptions or deviations as a result of this RFP shall be identifiable by a separate section of the Proposer's submitted Proposal for review by the City of Montebello. It shall be the right of the City of Montebello to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the Proposal non-conforming and non-responsive and may cause its rejection. The completed Proposal shall be without interlineations, alterations, or erasures. Proposer submitting basic conforming Proposals may choose to submit alternate Proposals as complete and separate offers if the alternate Proposal offers technical or other improvements or modifications, which are to the overall benefit to the City of Montebello. All alternate Proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposal documents shall be deemed to include by reference each one of the following:

1. Request for Proposal (RFP)
2. Addenda to RFP
3. Supplements to RFP
4. All other required forms

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under this RFP, (2) Proposer comprehends all conditions that may impact the Proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is capable of providing the equipment, goods, and services necessary to perform the Scope of Work and/or meet the

specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposers' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Proposer to withdraw its Proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements outlined in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. The aforesaid addendum shall be posted on the PlanetBids.com web page.

All questions, clarifications, or comments must be submitted to or no later than **3:00 pm, Thursday, January 28th, 2021**. No questions will be answered individually by the City or Transportation Departments.

Requests for clarification, questions, and comments must be posted on the PlanetBids.com Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments, and questions will be communicated via PlanetBids.com. Every attempt will be made to respond to all Proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing Companies must satisfy themselves by personal examination of any worksite, drawings, Scopes of Work, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No Proposing Company shall at

any time after submission of the Proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the Buyer and clarified before the submission of Proposals.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their Proposals in writing, provided that such requests are received by the City before the scheduled deadline for Proposal submission or within six months following the scheduled deadline for Proposal submission when no contract has been awarded.

REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the Proposal. Refer to Exhibit B.

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the Proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members would travel, at City expense, to sites at which finalist Proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the Proposer's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the Proposal it shall be signed and the full name and address of the Proposer shall be given.

If a partnership makes the Proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the Proposal, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the Proposal. A certified letter is to be included in the Proposal accompanied by the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- Preparing the Proposal in response to this request
- Submitting that Proposal to the City
- Negotiating with the City any matter related to this Proposal, and/or
- Any other expenses incurred by the Proposer before the date of the award

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all Proposals for no reason or any reason including but not limited to the following:
 - a. The Proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any Proposal that, in the opinion of the City, is so unbalanced in comparison to other Proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a Proposal.
4. Cancel the entire RFP;
5. Issue subsequent RFPs;
6. Waive any errors or informalities in any Proposal, to the extent permitted by law.

LICENSING, PERMITS, AND TAXES

The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local regulations, standards, and ordinances, regardless of whether or not they are referred to in the RFP.

CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Proposal confidential as a trade secret is first obtained, each Proposal shall be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any Proposals or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any Proposal or portion thereof where such disclosure is required by law.

JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub consultant basis rather than as a joint venture. The City of Montebello intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any form of a joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It shall be the burden of the successful Proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful Proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful Proposer's personnel shall conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Proposer will not be tolerated and the offense can be justification for termination of the contract. All sub-Consultants of successful Proposer shall abide by all the requirements outlined in this section.

SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to this RFP, a detailed cost/price Proposal may be requested of the Proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs, etc.) and documentation supporting all cost elements.

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFP) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that ensures that the protest was received promptly. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure, or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) days before the Proposal due date; or within five (5) days after proposal opening. If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation. If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the Proposer's response, including all promises, warranties, commitments, and representations made in the successful Proposal, shall be binding and incorporated by reference in the City's contract with the successful Proposer.

TIME OF COMPLETION

The Contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the period specified in the Request for Proposal. In case the services under the terms of these provisions and related purchase contract shall be necessarily delayed

because of a strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the CONSULTANT, the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between CONSULTANT and MBL.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to the **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640.**

Payment will be made within thirty (30) days after acceptance and approval of the invoice.

Payment Schedule: Monthly
Provide (1) One invoice monthly.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

Oral Changes: Oral changes and oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, MBL prior to becoming a Contract modification.

Contract Termination: MBL may terminate any resulting Contract for convenience at any time by giving the CONSULTANT written notice thereof. Upon termination, MBL shall pay the CONSULTANT his allowable cost incurred to the date of termination, and those costs deemed reasonably necessary by MBL to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the CONSULTANT a percentage of the project, which relates to Contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

In the event the CONSULTANT breaches the terms or violates the conditions of the Contract, and does not within ten days, thereafter, cure such breach of violation, MBL may immediately terminate the Contract for default. CONSULTANT shall be liable for any and all costs incurred by MBL as a result of such default.

SCOPE OF CONTRACT

CONSULTANT shall provide all services necessary as per the Scope of Work described in this Request for Proposal.

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work according to the provisions. It is the aim of these specifications that the CONSULTANT provides complete services of the type prescribed. Any items omitted from such specifications that are necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the CONSULTANT in the omission of any

detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

The contract resulting from this RFP will be awarded to the responsive and responsible Proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous (“Best Value” as described in the Federal Transit Administration Circular 4220.1F) to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

- (a) Accept all or any part of a proposal;
- (b) Reject any or all proposals for any reason;
- (c) Waive any informality or minor errors to the extent permitted by law;
- (d) Award the Agreement as the interest of the City may require;
- (e) Cancel the entire RFP; or
- (f) Issue subsequent RFP’s.

An Evaluation Committee comprised of MBL staff in accordance with the Proposal Evaluation Criteria set forth in the Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal and to award the Agreement as the best interests of the City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the Proposals.

Point of Contact

This RFP is issued by the City, and the Management Analyst will be the sole point of contact (“Point of Contact”) during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, or officers, personnel or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello Transportation Department
Attention: Rohan Anderson,
Management Analyst
400 South Taylor Ave.

Montebello, CA 90640
(323) 558-1625 ext. 104
Email: randerson@cityofmontebello.com

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via PlanetBids.com.

EVALUATION OF PROPOSALS

MBL uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to MBL.

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of MBL staff. Committee members will initially evaluate each proposal using the pass or fail criteria identified herein. Proposers who pass this first stage of testing will progress to the next step in the evaluation.

MBL will evaluate the offers based on the following criteria: Pass/Fail Criteria

- Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example a sample certificate with another agency, or a statement that proposer can meet the insurance requirements in the RFP should be attached to proposal.
- Proposer has demonstrated evidence of good standing. If the Proposer is a corporation or limited liability company, provide evidence that it is in good standing in the state of its incorporation/organization and qualified to do business in California. If the Proposer is a partnership or joint venture, provide such evidence for all partners or members. Evidence provided must be in the form of (i) an official certificate of good standing issued by the state of incorporation/organization and (ii) qualification to do business issued by the California Secretary of State. If the Proposer is operating under a fictitious name or trade name, provide evidence that the Proposer has filed for and/or registered the fictitious name with the county where the Proposer's business is located.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Qualitative considerations will be reviewed and scored first without attention to the price. The committee will then open the cost and price proposals and evaluate and score them accordingly. During the qualitative evaluation, the committee, at its sole discretion may contact any or all the Proposers with specific questions or requests for clarification. After both the qualitative and cost/price proposals have been evaluated and scored, the committee will arrive at a "comprehensive proposal score" for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by committee members. At this time, the committee may decide that the evaluation process is complete and submit a final recommendation to the Director of Transportation.

The committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for the submission of the revised proposals. If a Proposer is unable to meet the

deadline or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals.

EVALUATION CRITERIA

Award will be made to the Offeror whose proposal offers the best value to the City. Proposals that meet the pass/ fail criteria now will be evaluated in accordance with the following criteria:

Qualitative Considerations

The Consultant’s Qualitative Proposal will be evaluated on the basis of the following factors, each having the weighted value set forth below:

1	Work Plan	10 points
2	Proposed Team	15 points
3	Qualifications and Experience	25 points
4	Technical Approach	30 points
TOTAL		80 points

Price Considerations

The Price Proposals will be evaluated as follows:

The Proposer’s Price Proposal (PP) will be compared to the proposal with the best value to the City. The best value responsive price will receive the total weighted value for this criterion **(20 points)**. All other PPs will be scored as follows:

Proposer Price Score = Best Value Proposal x 20 (Total Points Available for Price Evaluation)

SECTION 3 – QUALIFICATIONS

DESIRED QUALIFICATION

The Consultant shall possess the capability and expertise required to complete the following tasks:

- A. Conduct a resourceful in-depth examination of MBL’s three existing operation service modes.
- B. Provide specialized knowledge of the transit environment including infrastructure, operational, and regulatory expertise to make recommendations in service improvements.
- C. Complete quantitative and qualitative research and analysis to review transit design, statistical trends, and historical information.
- D. Utilize subject matter experts and deep industry knowledge to edit, create, execute, and/or update long and short-range plans designed to improve current operations and the effectiveness of MBL’s transportation services.
- E. Design traditional and multimedia content including surveys, maps, presentations, spreadsheets, handouts, pamphlets, web content, audio recordings, and videos for internal and external stakeholders.
- F. Organize, implement, evaluate, and manage a comprehensive variety of projects, operations, events, and training programs.

- G. Provide accurate and professional cost estimates and expense projections for a variety of goods and services associated with a comprehensive operational analysis.
- H. Demonstrate strong communication and coordination skills with MBL staff and outside parties in a constructive solution-focused style.

To be considered responsive to the RFP, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

- A. List and describe a minimum of three (3) projects or experiences, similar in nature to the Project contemplated in this RFP, which the Proposer is currently performing or has performed within the last thirty-six (36) months.
- B. The firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- C. The firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- D. The firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
- E. Licensed to do business in the State of California. The firm can provide applicable Certifications (if required).
- F. The firm possesses a professional staff with (5) years of knowledge and expertise to complete the COA project.
- G. Financial capacity.

SECTION 4 – SCOPE OF WORK

This project will provide an in-depth operational analysis and evaluate MBL’s overall structure and delivery of its services. The project and service plans will identify short-term actions to improve the current operation and the effectiveness of the transit system. In addition, the project will identify a long-range road map that will prioritize areas of improvement for future transit system development. These plans will position MBL to become a more reliable and convenient mode of transportation to get to places of employment, attractions, and other travel destinations.

The Consultant will assist with the development of the interview process, public participation, and outreach efforts through the use of tools and technology that provide the public and stakeholders a strong sense of involvement in the project. Data will also be organized and cross-referenced in an electronic format so that it can be further accessed and manipulated for future in-house analysis. The underlying data will be organized for possible use in future Short-Range Transit Plans (SRTP), National Transit Database (NTD), Title VI Civil Rights Act of 1964 reporting requirements, and grant applications among other items. All collected data and shapefiles, maps, and other final documents produced for the COA will become the property of MBL.

PURPOSE

It is MBL’s intent to evaluate and redevelop its existing COA that was designed to provide senior management staff with a comprehensive view of the three existing operation service modes; Fixed Route,

Dial-a-Taxi, and Montebello Link services, and provide recommendations for service improvements over the next five years. The analysis will accomplish the following:

- Review the current service performance of MBL's Fixed-route, Dial-A-Taxi, and Montebello Link transit operations and provide recommendations to enhance operating effectiveness and efficiency. This analysis will identify the means to increase ridership, service-revenue, and overall reliability of each mode of service.
- Assess service expansion opportunities and/or restructure existing bus service in both commercial and residential areas to optimize economic growth, while improving the integration with Metrolink, Metro, and other local transit providers.
- Conduct marketing research that will identify perceived strengths and weaknesses of transit services provided, and to serve as a foundation for developing programs to improve service quality.

OBJECTIVES

The primary objectives of this study are to:

- Perform a comprehensive line-by-line review and analysis of the MBL transit system (primarily focused on the fixed route system) with strategies to match ridership demand with the service types and resources within the next five years.
- Improve the efficacy of the fixed-route bus service through effective service integration, operation, and delivery for the next five years that is congruent with the expected growth and development of the MBL service area.
- Obtain a complete statistical picture of the ridership, productivity, and performance of existing MBL route by route segment.
- Identify the strengths and weaknesses of the existing bus service.
- Propose immediate adjustments to the routes and schedules to meet the needs of current and potential transit users (includes recommendations to address overcrowding, directness, convenience) which maximizes the operating effectiveness and efficiency in the allocation of resources.
- Assess on-time performance and identify lines by the time of day in which on-time performance falls below 95%.
- Provide recommendations for restructuring MBL's services to provide greater system operational efficiency, regional connectivity, and meeting unmet transportation needs based on current travel patterns based on but not limited to cell phone data, including a phasing and funding plan.
- Maximize service quality, effectiveness, and productivity within fiscal constraints; yet assessing and recommending improvements to existing funding and budgeting structure.
- Develop a strategic medium-range (five years) plan that details the routes and service frequency necessary to meet anticipated growth within the service area, taking into account the multi-modal integration of bus, light rail, heavy rail, and single-occupant vehicles.
- Provide an assessment of the short term and long term demand for services generated by the Montebello Metrolink Station.
- Obtain recommendations to improve line productivity (passengers/hour).
- Identify new and innovative options to provide local transit services post-COVID-19.

- The Line-By-Line Analysis will include sampling for passenger mile data to meet the Federal Transit Administration's (FTA) requirements for minimum levels of confidence (95 percent) and precision (10 percent) for the Fixed-route, Dial-A-Taxi, and Montebello Link.
- Conduct a community and linguistic needs assessment of the MBL service area and use that data to determine the primary languages spoken by its customers and identify where linguistic clusters exist in the service area.

WORK PLAN

Task 1: Development of Project Work Plan and Schedule

Upon notice to proceed, the Consultant will develop a Work Plan within 30 calendar days to guide, manage, and accomplish the project objectives, which will include an organization chart, task listings, and work descriptions. The Work Plan will outline the required staff roles and responsibilities within an organization chart, sample invoice, progress report template, and other administrative items. It is expected that the selected Consultant will possess a demonstrated ability to manage the development and completion of a cost-effective and efficient COA.

The development of the Work Plan will help to ensure a common understanding of expectations per the scope of work, between the Consultant and the MBL project team. During this initial phase, the Consultant will convene a kick-off meeting with MBL staff to review and discuss the Work Plan approach, tasks, and objectives. At this meeting, MBL and the Consultant will discuss expectations, confirm requirements, and identify key milestone dates. Based on this information, the Consultant will refine the project work plan and schedule. This may include refining the Consultant's proposed performance measures.

As a part of the Work Plan, the Consultant will develop a project schedule that includes all activities, start dates, critical path items, estimated activity durations, project submittal dates, and relationships among work tasks. The schedule must account for up to 15 project team meetings within the 12-15 month project timeline.

Monthly Progress reports will be prepared and submitted by the Consultant to document progress to date, to plan for work in the next monthly period or phase of the project, and to identify critical issues. The project team meetings will be held to include the Consultant's Project Manager and other staff as appropriate. The purpose of these meetings will be to review project status and progress as well as resolve key issues and potential problems. Meeting agendas and minutes will be prepared by the Consultant for submission for review and concurrence from MBL's Project Manager. Minutes will be prepared within five (5) working days of a project meeting. The Consultant will submit meeting minutes to the MBL Project Manager that includes meeting date and time, agenda, sign-in sheet (if applicable), contact information, and a summary of comments that include action items.

Deliverables

- Work plan with key milestones
- Organization chart and responsibilities

Task 2: Outreach Program

To incorporate public participation and guide the COA process in the direction that matches the demands of MBL riders, the Consultant will develop an outreach program to gather survey data regarding what MBL riders need in terms of service plans. The Consultant will draft a public outreach program to ensure that the public engagement process will be engaging, have high turn-outs, and will allow the public to be part of the decision-making process. The Consultant will also work with MBL staff to determine which community stakeholders to interview to gather data for service improvements and recommendations.

Due to the current COVID-19 pandemic, the common forms of public outreach have changed. MBL will rely on the Consultant to determine the most innovative, yet, efficient and effective way to administer surveys, public meetings, and workshops to collect data for this task. The Consultant will work with MBL staff to develop an outreach strategy to meet the needs of the transit agency. Outreach methods include, but are not limited to, on-line surveys and web-based meetings.

This task will gather data on trip origins and destinations; public opinions about safety, reliability, current service, and customer service; barriers to be used on the buses; improvements; demographics; and more. Engagement will be designed to obtain feedback on current services, assess service preferences, and community priorities.

One of the goals of this task is to create a rider profile that includes, but is not limited to, demographic information for the specific service types and lines MBL operates to help guide future marketing campaigns and determine what new commuting patterns and work schedules are needed during and following the COVID-19 pandemic.

The Consultant will ensure that survey materials will be available in English, Spanish, and Chinese. The Consultant will propose a methodology and cost estimate to ensure that sufficient Chinese and Spanish-speaking survey takers are available on routes that predominately serve communities speaking these languages. In some cases, the response rate of certain subpopulations may differ based on their ethnicity and/or ability to speak and write English. In addition, the Consultant will propose a methodology to ensure that these subpopulations are sufficiently sampled and be able to demonstrate that the surveys collected adequately comprise a representative sample for statistical purposes.

Line-by-Line Onboard Ridership Survey: The Consultant will distribute and collect surveys onboard MBL buses and at key transit stops. With input from MBL staff, the Consultant will be responsible for the design, development, and review of the questionnaire and survey. The Consultant will administer the survey, collect, and analyze the data.

Public Workshops and Surveys (2 Public Workshops): A separate survey will also be administered to the non-rider population within the service area. The survey will cover approximately five distinct sub-regions and contain a representative sample size from each of the sub-regions, both to be determined by MBL and the Consultant.

As with the on-board survey, the Consultant will ensure a representative sample is collected; the desired confidence level for the surveys per line is 95% with a precision of $\pm 3\%$. The purpose of these surveys is to understand why public transit is underutilized, better understand travel behaviors, ascertain means of attracting new riders, and grow ridership. Questions from the onboard survey can be used.

The Consultant will lead public workshops to collect input and suggestions for service improvement and recommendations. The Consultant will recommend the best forum to carry out these workshops which can include but are not limited to on-line or web-based meetings.

Study Website: The Consultant will work with MBL staff to create a study website that will be a section or page of the existing MBL website. This site can also be used to conduct surveys or solicit public input for the study.

Customer Experience: The Consultant will provide a evaluate MBL's customer experience and recommend strategies to improve the overall customer experience. The Consultant will explore current communication methods and its overall effectiveness.

Marketing Strategies Study: The Consultant will conduct a study to capture awareness levels regarding transit services as well as transit's social media, information outlets, and branding. The results will also be used to identify appropriate marketing strategies to increase MBL's market penetration.

Deliverables

- Outreach and survey plan for each assigned task.
- An analytical and narrative report highlighting results from each outreach task.
- Identify marketing shortfalls, evaluate customer experience, and make recommendations.

Task 3: Analysis of Current MBL Service Modes

The Consultant will collect and review comprehensive data on the three existing operation service modes; Fixed Route Service, Montebello Link, and Dial-a-Taxi.

Fixed Route Analysis

The Consultant will provide a running time assessment, route-by-route, for each transit trip and analyze this data by route, segment, direction, and time of day. The Consultant will identify segments of routes with either excessive or insufficient run times and provide recommendations to improve the system's on-time reliability and efficiency.

The Consultant will produce a detailed profile for each route that is segmented by direction and time of day. The detailed route profile will include a summary of each aforementioned data type and an analysis of the route's performance in terms of ridership productivity per vehicle hour, and schedule adherence.

The Consultant will collect data concerning boarding, alighting, and timing for each route that will include:

- Summary of boarding and alighting counts by the route and segmented by each time-period.
- Plot boarding and alighting counts on a route profile map for each bus stop on each route.
- Highlighting all trips or segments of trips exceeding current COVID-19 seating capacities.
- Identify peak times per line by weekdays and weekends.
- Identify major passenger generators, noting the impact and duration of any overcrowding.
- Notate all the current route time points.
- Analyze and notate if any trip segment operates more than five (5) minutes late and whether the route makes up and returns to an on-time schedule.

- Note if any trip leaves a time point early and the impact along the route (e.g., did the bus leave subsequent time points early? If not, what caused the bus to get back on time?).

Montebello Link Analysis

The Montebello Link is a rail feeder service providing Metrolink passengers shuttle service to and from the Montebello Metrolink Station. The consultant will conduct a thorough review of the service, to include route design, productivity, on/off the activity by employment site by the trip, and schedule adherence.

The Consultant will design, with MBL staff assistance, a survey to receive input from riders on the origin and destination of their trips, desired improvements in the routes, frequencies and length of usage, demographic characteristics, and other services. The Consultant will be responsible for the distribution and collection of data. The Consultant will compile and analyze data and incorporate results in service change recommendations.

Dial-A-Taxi Analysis

MBL provides a small demand response paratransit service to qualified residents of Montebello. Commenced in June 2007, MBL initiated a new program whereby a local cab company provides all of the City's Dial-A-Taxi service.

The Consultant will design, with MBL staff assistance, a survey to receive input from riders on the origin and destination of their trips, desired improvements in the routes, frequencies, trip purpose, length of usage, fare amount, demographic characteristics, and other services. The Consultant will be responsible for the distribution and collection of data. The Consultant will also evaluate Dial-A-Taxi scheduling, dispatching procedures, and conduct service sampling to include approximately ten unscheduled trips. The Consultant will compile and analyze data, evaluate strengths and weaknesses, and incorporate results into service change recommendations.

Furthermore, the consultant will identify potential partnerships or alternatives such as Lyft or Uber to replace current on-demand services for qualified residents of Montebello.

Deliverables

- Identify MBL's current operational shortfalls and recommend prospective changes.
- Develop a report with descriptive statistics.

Task 4: Analysis of Transfer Points, Fare Structure, MBL Transit Depot, and Layover Zones

The Consultant will provide a complete analysis of MBL's passenger transfer points during the weekday, Saturday, and Sunday service. Sufficient data will be provided to assess transfer patterns and determine potential interlining or other service modifications to improve direct access or transfer convenience.

The Consultant will be responsible for the methodology used to conduct the analysis, tabulation of results, and the transfer matrix preparation. MBL operators will be responsible for the collection of the transfer slips.

Furthermore, the Consultant will provide a complete analysis of the MBL Transit Depot, taking into consideration the completion of the Alameda Corridor-East Project. In addition, an analysis of the Taylor

Ranch Park and Ride and Layover Zones during the weekday, Saturday, and Sunday service. It is the Consultant's responsibility to review the efficiency of the operations (boarding, pulling in/out, and layover) and determine best practice designs for future Transit Depots (e.g. Transportation to Metrolink Relocation Project), Park and Ride Lots, and Layover Zones.

Analyze Coordination with Surrounding Service Providers

The Consultant will determine the efficacy of transfers and schedule coordination with other regional providers, including Los Angeles Metro, Metrolink, Norwalk Transit, City of Commerce Transportation, and La Mirada Transit. The Consultant will calculate the system-wide average wait while alighting a Montebello Bus and waiting for another regional transit agency's bus at major transfer points; including but not limited to, the Shops at Montebello, Pico Rivera Towne Center, the Commerce Casino, the Citadel Outlets, and Downtown Los Angeles.

This analysis will also compare ridership of other agency routes that run parallel to MBL routes, and assess the competitiveness of MBL to ensure there is no duplication of service. The comparison of these services will include regional providers and municipally operated or funded shuttles.

Analyze Fare Structure

The consultant will analyze fare types to determine the relationship between fare prices and ridership volumes. The consultant will analyze ridership during Free Fare Days.

The data collected should be compared to transit agencies that provide similar modes of transportation. The consultant will collect and compile data to make recommendations on what MBL should consider.

Transit Accessibility and Safety to Bus Stops

The Consultant will assess pedestrian access/complete street principles and identify first/last mile gaps in service routes. Utilizing GIS, the Consultant will develop rider shed maps of the MBL service area using a 0.5-mile walking path to bus stops. The Consultant will overlay this buffer with population and employment density and areas with the highest density highlighted to understand the number of potential riders best visually within the rider shed. A list of headways for the highest and lowest density areas will be combined in the map. The map and concurrent list will allow us to determine whether MBL is providing consistent service to the highest density areas or whether we are over-serving low-density areas with existing barriers to bus stops.

The Consultant will analyze the customer experience at bus stops for safety. Using the data collected, the Consultant will incorporate results for bus stop improvements.

Analysis of School District Transportation Services

The Consultant will assess the level of service provided by the service area school district's department of transportation, including the historical number of K-12 students riding their district's respective school buses, compared with the historical number of student riders on MBL. This section will include a graphic that displays low-income schools and districts with low school bus ridership, the proximity of these schools to existing MBL routes, and the potential for MBL to service these locales or potentially eliminate service.

Deliverables

- KPI analysis and recommendations
- Organizational analysis and fare recommendations
- Transfers, Transit Depot, Taylor Ranch Park and Ride, Layover Zones – analysis, statistical indicators, and best practice guides

Task 5: Latent and Future Demand Estimation

The study area will be statistically examined using demographic data on a census basis, to determine the potential for transit ridership. Areas not presently served by transit or marginally served by transit will be emphasized in the analysis. Furthermore, the Consultant will analyze all available data provided by the Southern California Association of Governments (SCAG), the Congestion Management Plan, City Planning Departments, etc., to incorporate planned future growth areas into the future demand estimation and recommendations. The Consultant will be responsible for the collection of available census data, run computer analysis, and mapping of results.

Using the collected data, the Consultant will identify minority routes or those routes with approximately 1/3 of their revenue miles located in a census tract where the percentage minority exceeds the minority population within the service area.

In addition, the Consultant will analyze and identify concentrations of disabled and senior populations in the service area.

Deliverables:

- Service Area Map: will outline the MBL Service Area by City as well as include all of MBL's Routes, Bus Stops, Park and Rides, Layover Zones, and the MBL Transit Depot. The map will include high residential and employment areas, schools, and shopping centers.
- Minority Map: will outline minority populations within the MBL Service Area.
- Low-Income Map: will outline low-income populations within the MBL service area.
- Limited English Proficiency Map: will outline Limited English Proficiency populations.
- Zero Car Household Map: will outline zero car households within the MBL service area.

Task 6: Linguistic Analysis of the Montebello Bus Lines Service Area

MBL seeks a linguistic analysis to identify different ethnic groups and any ethnic clusters within the service area to determine MBL's service area needs relating to public transportation and the associated literature.

Over the past several years, MBL's service area has expanded and become increasingly diverse. Today MBL services large Hispanic and Asian populations, which are expected to increase. MBL currently provides information in English, Spanish, and Chinese.

The need assessment through the linguistic analysis will be evaluated to determine which languages the public information will be translated into to provide the largest benefits to the service area population, and where linguistic clusters exist to target public information.

Deliverables

- Maps and chart of all languages within the service area

TASK 7: System Improvements and Financial Analysis

This task will utilize the data gathered and make recommendations to meet the unmet needs from the outreach and data analysis. This task will also provide a phased plan approach and identify funding opportunities to implement the changes. The recommendations made will be used as part of MBL's Short-Range and Long-Range Transit Plan.

Growing ridership – Coverage vs. Productivity: The Consultant will identify possible network design templates for the MBL service area given current demand levels, trip purposes, population densities, and projected forecasts. This section will consider alternative network design templates to increase ridership via geographic means or productivity gains tailored toward specific customer markets in the San Gabriel Valley and surrounding territories. The Consultant will consider, at a minimum, the following models: trunk/feeder, hub-spoke, and grid. Each of the three models will also include modified options that split the focus between coverage and productivity.

Project Future Ridership: Produce projection of ridership in future years if service hours and routing remain the same given regional population, aging, economic, and highway traffic forecasts. Determine travel patterns based on but not limited to cellphone data, SCAG, Metro, and County of LA models, and assess where MBL service currently complements weekly travel patterns and where MBL can expand service to alleviate congestion and shift mode share. The Consultant will also consider the new work/commute schedules caused by teleworking.

Service Improvements: Suggestions for overall system improvements based on the line-by-line analysis and service area evaluation. Solutions will include improved service via reduced travel times or minimized transfers among the alternatives. All proposals for new routes or modifications to existing routes will be narratively described and supplemented by a map, showing the local street network and proposed modifications. The Consultant will also consider connections to other regional and municipal operators.

Short-Range and Long-Range Service Planning: The Consultant will present a draft of recommended short and long-range changes based on emerging recommendations for route-specific and network-level improvements, ridership projections, costs, phasing, consistency with the service standards and policy guidelines. The short-range service plan will provide recommended improvements and changes based on existing funding for immediate implementation and potential funding for the next five years and ten years. In addition, the Consultant must provide a Title VI report and analysis for the short-range service plan on the disparate impacts burdened by minorities and low-income communities within the service area due to the service change. The Long-range transportation plan will include a road map to become reality with consideration for a future funding source, improvement in technologies, and other resource constraints. These plans will include a possible phase-in approach to reduce drastic impacts on our riders.

Financial Analysis: The consultant will identify and introduce funding sources from the government and other resources to help allocate funding to support the recommended service improvements. Consultant will identify and examine existing and prospective revenue sources. This task will identify operational costs for fixed-route services, paratransit services, and rail feeder services. The consultant will analyze indirect

and direct costs connected with transit services. This includes administrative costs, maintenance costs, and services that have been contracted out to aforesaid modes of service. Each mode of service will be evaluated to optimize the efficiency per service route. The data collected should be compared to transit agencies that provide similar modes of transportation. The consultant will collect and provide recommendations to MBL Staff to decide whether or not transit services should be outsourced or operated internally.

Deliverables

- Travel patterns and ridership projections.
- Line-by-line service improvement recommendations.
- Cost analysis per route
- Identify administrative costs and maintenance cost
- Identify contracted costs
- Comparison analysis with transit agencies of the similar magnitude
- Financial analysis of MBL's service modes, which should include grant opportunities and deadlines.

Final Report and Deliverables

The final report will include an executive summary and the main body of the report will be organized in a logical manner which includes all of the aforementioned tasks and deliverables, and also takes into consideration other findings, assessments, evaluations, conclusions, and strategies uncovered throughout the COA. The Consultant will bind, print, and distribute five hard copies and a PDF Microsoft Word copy of the final report to Montebello Bus Lines.

Data/Graphics Repository

The Consultant will provide all data collected to MBL in a usable and formatted table for MBL's future use. The Consultant will also provide all maps, graphics, and charts used in the report and presentations for MBL's future use. All items provided will be named and/or labeled for easy identification.

SECTION 5 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

COMPREHENSIVE OPERATIONAL ANALYSIS

THIS AGREEMENT (“Agreement”) is made and entered into on, 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as “CITY”) and (Hereinafter referred to as “CONSULTANT”). CITY and CONSULTANT are sometimes referred to herein individual as a “Party,” and jointly as the “Parties.”

RECITALS

WHEREAS, CITY desires to retain a qualified professional consultant to assist CITY in conducting a comprehensive operational analysis of Montebello Bus Lines’ existing transportation service modes; and

WHEREAS, CONSULTANT represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, CONSULTANT responded to CITY’s Request for Proposals dated December 17, 2020 (RFP No. [21-21]), as such is set forth fully in **Exhibit “A”** hereto and incorporated fully herein by this reference (hereinafter “Consultant Proposal”).

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

SECTION 1. SERVICES / COMPENSATION.

A. CONSULTANT shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit “A”** hereto and incorporated fully herein by this reference (hereinafter “Professional Services”).

B. CONSULTANT shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit “B”** hereto and incorporated fully herein by this reference.

B. CONSULTANT shall be compensated a sum not-to-exceed \$.....(the “Maximum Compensation”) for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit “C”** and incorporated fully herein by this reference (“Compensation”). CONSULTANT shall provide an itemized billing statement to CITY each month for Professional Services performed. CONSULTANT shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

C. CITY will be invoiced at the end of the first billing period following commencement of

work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.

D. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph.

E. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.

SECTION 2. TERM.

This Agreement shall commence on, 2021 and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 3. PERFORMANCE.

A. CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

B. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONSULTANT hereunder, in meeting its obligations under this Agreement.

C. CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

D. CONSULTANT shall have the right to retain, subject to CITY's written approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONSULTANT.

E. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years, unless otherwise provided for in **Exhibit "A."** Upon CITY providing twenty-four (24) hours advanced prior notice, CONSULTANT shall make all records, invoices, time cards, cost control sheets and other records maintained by CONSULTANT in connection with this Agreement available during CONSULTANT's regular working hours to CITY for review and audit by CITY.

F. 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. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk, unless CITY compensates CONSULTANT for such reuse.

SECTION 4. WORK PRODUCT.

A. CONSULTANT hereby agrees that all work produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. CONSULTANT may take and retain copies of such written products as desired.

B. 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 prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

C. Documents are provided in CONSULTANT's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONSULTANT, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 6. CITY SUPERVISION.

The Transportation Director shall have the right of general supervision of all work performed by CONSULTANT and shall be CITY's agent with respect to obtaining CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 7. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

A. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by CONSULTANT which

cannot be corrected within ten (10) days, said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONSULTANT, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONSULTANT. CONSULTANT and his sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONSULTANT at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONSULTANT the part of Compensation which would otherwise be payable to CONSULTANT for services CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONSULTANT shall be reimbursed for any "non-refundable" costs that CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by CONSULTANT prior to the date of termination; (2) that CONSULTANT provides CITY with adequate proof that CONSULTANT incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONSULTANT for its performance of services under this Agreement. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by CONSULTANT during the Term of this Agreement.

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

SECTION 10. INDEPENDENT CONTRACTOR.

A. CONSULTANT is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONSULTANT except as expressly set forth in this Agreement. CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONSULTANT for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT's employees or CONSULTANT's subcontractors for injury or sickness arising out of performing services hereunder.

B. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

C. CITY shall not deduct from the Compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONSULTANT to comply with this section.

SECTION 13. INDEMNIFICATION.

CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONSULTANT'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 14. INSURANCE COVERAGE.

During the Term of this Agreement, CONSULTANT shall carry, maintain, and keep in full force and effect all of the following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

② **Commercial General Liability (CGL):** Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

② **Business Automobile Liability Insurance:** For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

② **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. CONSULTANT agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONSULTANT for CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONSULTANT further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

② **Professional Errors and Omissions (E&O) Liability** insurance appropriate to the CONSULTANT's profession, with limit no less than **Two Million Dollars and Zero Cents** (\$2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** (\$2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a “claims made” policy, the retroactivity date shall be prior to the start of work set forth herein, CONSULTANT shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONSULTANT shall purchase “extended reporting” coverage for a minimum of five (5) years after completion of the work.

If CONSULTANT maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

CONTACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with a current rating of at least A: VII in the latest edition of Best's Insurance Guide,

and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' for non-payment) prior written notice. CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONSULTANT'S expense, the premium thereon.

At all times during the Term of this Agreement, CONSULTANT shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. CONSULTANT shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONSULTANT shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT, and CONSULTANT's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver if subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONSULTANT shall not be construed as a limitation of

CONSULTANT's liability or as fall performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by failure of CONSULTANT to comply with this section.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONSULTANT shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONSULTANT and shall not bind or purport to bind CITY and shall not release CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONSULTANT under the Agreement.

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents

thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction or interpretation of any of its provisions.

B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

F. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONSULTANT

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONSULTANT will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

CONSULTANT and its officers, employees, associates and sub consultants, if any, shall comply with all California conflict of interest statutes applicable to Consultant’s Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONSULTANT further covenants that it presently has no interest and shall not acquire any interest, direct 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 that would conflict in any manner with the performance of its services pursuant to this Agreement.

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 CITY as a result of the recommendations made by CONSULTANT. CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO

CONSULTANT

René Bobadilla
City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 6 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 21-21

COMPREHENSIVE OPERATIONAL ANALYSIS

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent Contract.

The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,

- 2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____	Dated _____
Dated _____	Dated _____
Dated _____	Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name

Business Address

Contact Person

Email Address

Phone _____

Fax _____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For Proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP Comprehensive Operational Analysis

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____	Name: _____
<i>(Print)</i>	<i>(Print)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)</i>
Title: _____	Title: _____
Date: _____	Date: _____

**EXHIBIT B
REFERENCES**

At Least Three (3) References

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, term of contract, and description of work):	

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, term of contract, and description of work):	

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, term of contract, and description of work):	

EXHIBIT C
INSURANCE

The proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

Successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

- A. 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 \$500,000 per occurrence for all covered losses and no less than \$1,000,000 general aggregate.
- B. 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 \$500,000 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.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$500,000 per accident for all covered losses.
- D. 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 \$500,000 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. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.
- E. 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 the 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 Montebello, 1600 West

Beverly Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

- F. 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 the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

**EXHIBIT D
PRICE SUMMARY SHEET**

Enter below the proposed price for each task described in the Scope of Work. Prices shall include direct costs, indirect costs, and profits. The City's intention is to award a firm-fixed-price contract.

TASK 1: Development of Project Work Plan and Schedule	\$ _____
TASK 2: Outreach Program	\$ _____
TASK 3: Analysis of MBL Current Service Modes	\$ _____
TASK 4: Analysis of Transfer Points, MBL Transit Depot, and Layover Zones	\$ _____
TASK 5: Latent and Future Demand Estimation	\$ _____
TASK 6: Linguistic Analysis of the Montebello Bus Lines Service Area	\$ _____
TASK 7: System Improvements and Financial Analysis	\$ _____
TOTAL FIRM-FIXED PRICE	\$ _____

- I acknowledge receipt of RFP No. 21-21 and Addenda No.(s) _____.
- This offer shall remain firm for _____ days from the date of the proposal.
(Minimum 120)

COMPANY NAME	
ADDRESS	
TELEPHONE & FAX	
EMAIL ADDRESS	
AUTHORIZED SIGNATURE	
SIGNATURE'S NAME AND TITLE	
DATE SIGNED	

EXHIBIT E

Bidder's List of Subcontractors (DBE and Non-DBE)

Part I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	<input type="checkbox"/> < \$15 million		
		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	<input type="checkbox"/> < \$15 million		
		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	<input type="checkbox"/> < \$15 million		
		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)