



## Legislation Details (With Text)

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**Title:** CONSIDER AWARDING A CONTRACT SERVICES AGREEMENT TO DAVEY COACH SALES, INC. FOR BUS MAINTENANCE AND REPAIR SERVICES (CITY COUNCIL)

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. Exhibit No. 1 - Draft Service Agreement

Date	Ver.	Action By	Action	Result
1/17/2023	1	City Council		

## Report to Mayor and City Council

Tuesday, January 17, 2023

Consent

### SUBJECT:

**CONSIDER AWARDING A CONTRACT SERVICES AGREEMENT TO DAVEY COACH SALES, INC. FOR BUS MAINTENANCE AND REPAIR SERVICES (CITY COUNCIL)**

### I. SUMMARY

An Invitation for Bids (IFB) notice was published on October 13, 2022 to solicit qualified vendors for bus maintenance and repair services. An award was initially made to MCHUGH PREMIER SERVICES at the December 6, 2022 meeting of the City Council, subject to entering into the required written contract. The award was based on the apparent completeness of the firm's response and costs for providing such service. However, the vendor was unable to secure insurance coverages for providing such service as required by the IFB. Consequently, no contract was entered into, and the award was not completed. It is now clear that the vendor's proposal was in fact nonresponsive.

To complete the procurement pursuant to the IFB, staff now recommends award to and approval of a contract services agreement with Davey Coach Sales, Inc. for a three-year term with a not-to-exceed contract sum of \$180,000 over the initial term, with the option for two (2) additional one-year extensions.

### II. RECOMMENDATION

TAKE the following actions:

1. AWARD and APPROVE the proposed Contract Services Agreement with Davey Coach Sales, Inc. for a three-year term with a not-to-exceed contract sum of \$180,000 over the initial term, with the option for two (2) additional one-year extensions (Exhibit No. 1; "Agreement"), conditioned upon no bid protest being filed within the requisite protest period (five (5) business days from January 12, 2023) that results in any change to City's ability to award the Agreement to Davey Coach Sales, Inc.
2. AUTHORIZE the Mayor to execute the Agreement, following approval as to form by the City Attorney.

### **III. ALTERNATIVES**

- (1) REJECT all bids and initiate a new IFB process.
- (2) TAKE another action the City Council deems appropriate.

### **IV. BACKGROUND**

The City provides fixed-route bus services through an agreement with Long Beach Transit (LBT) and operates the Carson Circuit as a staff-operated service. To operate the Carson Circuit, staff utilizes two primary buses and two back-up buses. Whereas City vehicles are maintained and repaired out of the Corporate Yard, buses require specialized tools and parts from specialty bus and heavy-duty vehicle repair shops, with work taking place at such shops.

As such, staff issued an Invitation for Bids (IFB) on October 13, 2022 for bus maintenance and repair services. A total of three vendors submitted proposals. Based on the apparent completeness of the firm's response and costs for providing such service, MCHUGH PREMIER SERVICES, LLC was selected as the lowest responsive and responsible bidder. However, following the award of an agreement at the December 6, 2022 meeting of the City Council (contingent upon entering into the required written contract), it became apparent that the vendor was/is unable to secure any of the insurance coverages required by the IFB (which were also included in the then-proposed written contract). As a result, it is now clear that this vendor's proposal was in fact nonresponsive in that it represented an ability to meet these requirements, and no modification to any of the requirements was requested in its proposal.

In light of the foregoing setback, staff reviewed the results of the IFB again to identify an alternative candidate. Penske Truck Leasing Co. L.P. ranked second overall in staff's evaluations, but its proposal was also non-responsive, in that it was unable to provide pricing for safety inspections on an as-needed basis as required by the IFB. However, staff confirmed that Davey Coach Sales, Inc., the third-ranked vendor according to staff's evaluations, meets the requirements to be recommended as the proposed vendor in that it is a responsible bidder and its bid/proposal is responsive to the IFB's requirements.

It is now clear that Davey Coach Sales, Inc. is the lowest (and only) responsive and responsible bidder and should be awarded the agreement pursuant to CMC 2610(i), if an award is made pursuant to the IFB. Staff has therefore worked with the City Attorney's

office to prepare the proposed Agreement with Davey Coach Sales, Inc. for the Council's consideration of approval. (Exhibit No. 1).

A revised Notice of Intention (NOI) was issued to all bidders on January 12, 2023, replacing the prior NOI. The 5 business day protest period required under the Carson Municipal Code following the issuance of the revised NOI will not have been concluded as of the date of the City Council meeting. In order to provide all bidders with the full 5 business day period to file a protest, staff is recommending that the City Council award of the contract to Davey Coach Sales, Inc. take effect only after the requisite protest period (5 business days from January 12, 2023) has expired, and only then, without anyone filing a protest. In the event a protest is filed within the protest period, City Council's award of the contract to Davey Coach Sales, Inc. would be automatically suspended pending resolution of the protest. If the protest results in no changes to City's ability to award the Agreement to Davey Coach Sales, Inc., then no further action will be needed by City Council; otherwise, City Council's conditional award to Davey Coach Sales, Inc. would then be automatically revoked and staff would need to reconsider procurement award for Council's consideration during a future meeting.

## **V. FISCAL IMPACT**

None. Funding for the remainder of Fiscal Year 2022-23 was included in Proposition A account no. 218-90-940-101-6004. Funds for the remainder of the contract term will included in subsequent annual budgets.

## **VI. EXHIBITS**

1. Draft Service Agreement (pgs. 4-29).

Prepared by: Jason Jo, Transportation Program Manager; City Attorney's Office