



REQUEST FOR PROPOSAL (RFP) No. 15-446

FOR

**PROJECT MANAGEMENT SERVICES
FOR THE TRANSPORTATION / PUBLIC SERVICES FACILITY AND
METROLINK STATION IMPROVEMENT PROJECT**

PROJECT NO. 7760

**CITY OF NORWALK
PURCHASING DIVISION
12700 NORWALK BLVD., ROOM 6
NORWALK, CA 90650**

**RFP RELEASE: MONDAY, JANUARY 12, 2015
PRE-PROPOSAL CONFERENCE: MONDAY, JANUARY 26, 2015
SUBMISSION OF QUESTIONS: MONDAY, FEBRUARY 2, 2015
PROPOSAL DUE: MONDAY, FEBRUARY 23, 2015**

TABLE OF CONTENTS

<u>Section</u>	<u>Page(s)</u>
NOTIFICATION TO PROPOSERS	5
COVER LETTER	6-9
ESTIMATED SCHEDULE OF EVENTS	10
PROPOSAL SUBMISSION CHECKLIST	11
SECTION 1 - INSTRUCTIONS TO PROPOSERS	12-19
IP.1 Proposal Format and Submittal	
IP.2 Examination of Proposal Documents	
IP.3 Addenda	
IP.4 Clarifications	
IP.5 Errors in Proposals	
IP.6 Withdrawals of Proposal	
IP.7 References	
IP.8 Proposal Signatures	
IP.9 Pre Contractual Expenses	
IP.10 City of Norwalk Rights	
IP.11 Responsibility for Compliance with Legal Requirements	
IP.12 Confidentiality and Public Record	
IP.13 Joint Offers	
IP.14 Company Personnel and Certifications	
IP.15 Single Proposal Response	
IP.16 Price Sheet	
IP.17 Protest Procedures	
IP.18 Incorporation of Proposal into Agreement	
IP.19 Proposal Evaluation Criteria	
IP.20 DBE Participation	
SECTION 2 - GENERAL TERMS AND CONDITIONS	20-28
GC.1 Definitions	
GC.2 Assignment and Subcontractors	
GC.3 Sample Agreement	
GC.4 Notice of Labor Dispute	
GC.5 Disputes	
GC.6 Assumption and Risk of Loss	
GC.7 Licensing, Permits and Taxes	
GC.8 Waivers of Terms and Conditions	
GC.9 Indemnification	
GC.10 Interest of Members of the City	
GC.11 Termination for Default	
GC.12 Cancellation of Agreement	
GC.13 Termination for Convenience	
GC.14 Force Majeure	

Section

Page(s)

SECTION 2 - GENERAL TERMS AND CONDITIONS – CONTINUED

20-28

- GC.15 Inspection and Acceptance
- GC.16 Excess Reprocurement Liability
- GC.17 Delivery
- GC.18 Method of Payment
- GC.19 Nonrestrictive Clauses
- GC.20 Insurance
- GC.21 Certificate of Non-Collusion
- GC.22 Patent and Copyright Infringement
- GC.23 Conflicts of Interest
- GC.24 Order of Precedence
- GC.25 Changes
- GC.26 Differing Site Conditions

SECTION 3 - FEDERAL PROVISIONS

29-49

- FP.1 Incorporation of FTA Terms
- FP.2 No Obligation by the Federal Government
- FP.3 Federal Changes
- FP.4 Program Fraud and False or Fraudulent Statement or Related Acts
- FP.5 Civil Rights
- FP.6 Disadvantaged Business Enterprise (DBE) Program
- FP.7 Audit and Inspection of Records
- FP.8 Debarment /Suspension Status
- FP.9 Buy America
- FP.10 Restriction on Lobbying and Contracts
- FP.11 Energy Conservation
- FP.12 Clean Air
- FP.13 Clean Water
- FP.14 Requirements for Recycled Products
- FP.15 Cargo Preference
- FP.16 Fly America
- FP.17 Davis Bacon Act and Copeland Anti-Kickback Acts
- FP.18 Contract Work Hours & Safety Standards Act
- FP.19 Seismic Safety
- FP.20 Non-Construction Employee Protection
- FP.21 Federal Standards
- FP.22 Bus Testing
- FP.23 Pre Award and Post Delivery Audit
- FP.24 Transit Employees Protective Agreements
- FP.25 Charter Service Requirements
- FP.26 School Bus Requirements
- FP.27 Drug and Alcohol Requirements
- FP.28 Privacy Act Requirements

SECTION 4 - SCOPE OF SERVICES

50

SECTION 5 - FORM OF CONTRACT (SAMPLE)

51-57

Section

Page(s)

SECTION 6 - FORMS AND CERTIFICATIONS

58-71

- Letter of Transmittal
- Exhibit A - Scope of Services
- Exhibit B - Time of Performance
- Exhibit C - Price Sheet
- Exhibit D - Indemnification and Hold Harmless Agreement and
Waiver of Subrogation and Contribution
- Exhibit E - References
- Exhibit F - Certification of Non-Collusion
- Exhibit G - Certification of Primary Participant Regarding Debarment, Suspension, and
other Responsibility Matters
- Exhibit H - Certification of Restrictions on Lobbying
- Exhibit I - Designation of Subcontractors
- California Unified Certification Program (CUCP) Roster of Certifying Agencies

NOTIFICATION TO PROPOSERS

The City of Norwalk invites prospective Proposers to compete for the opportunity to provide Project Management Services for the Transportation / Public Services Facility and Metrolink Station Improvement Project. Proposals must be submitted in accordance with the conditions outlined in the Request for Proposal ("RFP") attached hereto.

Comments regarding this RFP provided by any other department, employee, or City of Norwalk office other than the Purchasing Division shall not be considered valid and the City will not be bound by any such comments or responses. All comments or questions to this RFP must be submitted in writing.

This project is partially funded by the Federal Transit Administration (FTA). The successful Proposer will be required to comply with Equal Employment Opportunity and all applicable federal, state and local laws, and requirements. The City of Norwalk hereby notifies all Offerors that the City will affirmatively assure that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole with funds provided 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 Norwalk reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received and to be the sole judge of the merits of the respective proposals received.

DATE: JANUARY 12, 2015

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 15-446, PROJECT NO. 7760

TITLE: PROJECT MANAGEMENT SERVICES FOR THE TRANSPORTATION / PUBLIC SERVICES FACILITY AND METROLINK STATION IMPROVEMENT PROJECT

The City of Norwalk invites prospective Proposers to compete for the opportunity for Project Management Services for the Transportation / Public Services Facility and Metrolink Station Improvement Project.

Background: Project No. 7760

The City of Norwalk has embarked on a facility improvement project located at 12650 E. Imperial Hwy., Norwalk, CA 90650 which consists of various professional disciplines. The Transportation / Public Services Facility and Metrolink Station Improvement Project No. 7760, is categorized into four (4) components. Each component consists of sub-components, of which are described below.

Component 1: Facility Tenant Improvements

- a. Vehicle Maintenance – Offices
- b. Vehicle Maintenance – Furniture, Fixtures, Equipment (FFE)
- c. Vehicle Maintenance – Parts Room
- d. Vehicle Maintenance – Tire Storage Area
- e. Vehicle Maintenance – Relocation of Employee Lockers
- f. Vehicle Maintenance – Repair Bay; remove (E) parallelogram and install (N) in-ground parallelogram.
- g. Lobby – New Reception Counter
- h. Lobby – New Office
- i. Lobby – New Conference Room

Component 2: Passenger Station

- a. Pedestrian Walkway from Imperial Hwy. to Metrolink Station
- b. Bicycle Pathway from Imperial Hwy. to Metrolink Station
- c. Reconfiguration of Employee and Visitor Parking

Component 3: Pedestrian Plaza

- a. Dedicated "pick-up" and "drop-off" location for patrons (aka Kiss-N-Ride location)
- b. Shelter (Kiss-N-Ride)
- c. Relocation of ADA Parking Stalls
- d. Signage throughout westside portion of Metrolink Station
- e. Bus Terminal Shelters
- f. Lighting throughout westside portion of Metrolink Station
- g. Landscaping throughout westside portion of Metrolink Station
- h. Closed Circuit Television (CCTV) westside portion of Metrolink Station, Transit Terminal and Parking Structure

Component 4: Bus Wash Station Improvements

- a. New Canopy
- b. New Slab, Wall and Piping

- c. New Wash System
- d. Blower/Drying Fans
- e. Relocation of Station position
- f. Relocate (E) Vacuum System to south end of Fuel Island Building. (E) propane tank shall be relocated to north end of Fuel Island Building.

Background: Construction Management Services

The City released Request for Proposal (RFP) No. 15-429 for Construction Management (CM) and Inspection Services for the Transportation / Public Services Facility and Metrolink Station Improvement Project on July 14, 2014. The CM Scope of Services can be found in Section 4 of the RFP No. 15-429. In keeping with referenced Scope of Services, the CM shall develop the project in the following two (2) phases:

Phase I shall include assisting City staff with developing and completing the Project Manual; verification and, if applicable, modification of the Furniture, Fixtures and Equipment (FFE) analysis; Scope of Work for Invitation for Bid (IFB) solicitation for a General Contractor (GC) to complete the Transportation / Public Services Facility and Metrolink Station Improvement Project; participation in IFB pre-bid meetings, IFB addendums, bid review, bid recommendation; and recommendation of contract award to the GC.

Phase II shall include dedicated construction management services, including project oversight, submittal review, inspections, execution of construction change orders, review of GC pay requests, applicable Federal Transit Administration (FTA) reporting requirements, and completion of close-out program documents.

The contract for the aforementioned services has been awarded and the schedule for the associated construction activities of Project No. 7760 is approximately 15-months; 5-months [January through May 2015] for Pre-Construction and 10-months [June 2015 through March 2016] of Construction and Close Out.

Instructions.

A pre-proposal conference will be held on Monday, January 26, 2015, 10:00 a.m., at the City of Norwalk Transportation/Public Services Facility, 12650 E. Imperial Hwy., 2nd Floor Conference Room, Norwalk, CA 90650. **ATTENDANCE AT THE PRE-PROPOSAL CONFERENCE IS NOT MANDATORY.**

Only substantive inquiries will receive a response. All substantive questions raised at the pre-proposal conference or 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. Responses to questions or comments regarding this RFP provided by any other department, employee, or City of Norwalk 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. With the exception of inquiries received at the pre-proposal conference, inquiries received via telephone or orally in-person will not receive a response.

All inquiries and comments concerning this RFP are due on Monday, February 2, 2015 no later than 3:00 p.m. and shall be submitted in writing to:

*City of Norwalk Purchasing Division
12700 Norwalk Blvd., Room 6, Norwalk, CA 90650
Attn: Darlene Mena*

Proposals must be in writing and must be received by the City of Norwalk Purchasing Division by 11:00 a.m., on Monday, February 23, 2015 via U.S. Mail, FedEx, UPS or courier or in person. Proposals received after the above listed date and time will not be considered, regardless of postmark. Prospective Proposers are responsible for having Proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. Proposers responding to this RFP must submit the original and three (3) copies of their proposal clearly marked as follows:

*City of Norwalk Purchasing Division
12700 Norwalk Blvd., Room 6, Norwalk, CA 90650
"RFP NO. 15-446, PROJECT MANAGEMENT SERVICES FOR THE
TRANSPORTATION / PUBLIC SERVICES FACILITY AND
METROLINK STATION IMPROVEMENT PROJECT"*

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. 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 Norwalk 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 sub-contracts financed in part or in 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 Norwalk 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 on the basis of race, color or national origin in accordance with 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 NTS. For more information on Norwalk Transit System's Civil Rights Program, and the procedures to file a complaint, contact:

Norwalk Transit System
12650 E. Imperial Hwy., Norwalk, CA 90650
Tel: (562) 929-5550
transportation@norwalkca.gov

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

Issued by:

CITY OF NORWALK
Purchasing Division

/s/Darlene Mena
Buyer

ESTIMATED SCHEDULE OF EVENTS

- | | |
|------------------------------|--|
| 1. Monday, January 12, 2015 | REQUEST FOR PROPOSAL (RFP) RELEASE |
| 2. Monday, January 26, 2015 | PRE-PROPOSAL CONFERENCE |
| 3. Monday, February 2, 2015 | LAST DAY FOR SUBMISSION OF QUESTIONS |
| 4. Monday, February 9, 2015 | RESPONSE TO QUESTIONS |
| 5. Monday, February 23, 2015 | PROPOSAL DUE DATE |
| 6. Week of March 9, 2015* | INTERVIEWS HELD WITH
SHORT-LIST CONSULTANTS |
| 7. Tuesday, April 7, 2015* | CITY COUNCIL APPROVAL |
| 8. Monday, May 4, 2015* | PROJECT START DATE |

* *Tentative Dates*

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	Source / Section	Proposer shall initial here
1	Proposal (original and three (3) copies)	IP.1	
2	Letter of Transmittal	IP.8	
3	Insurance – Statement by Proposer	GC.20	
4	Price Sheet	Exhibit C	
5	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit D	
6	References	Exhibit E	
7	Certification of Non-Collusion	Exhibit F	
8	Certification of Primary Participant Regarding Debarment, Suspension and other Responsibility Matters	Exhibit G	
9	Certification of Restrictions on Lobbying	Exhibit H	
10	Designation of Subcontractors	Exhibit I	
	OPTIONAL ITEMS		
11	Requests for exceptions or deviations.	IP.1	

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS

IP.1 PROPOSAL FORMAT AND SUBMITTAL

Proposals must be received at the City of Norwalk Purchasing Division by 11:00 a.m. on Monday, February 23, 2015, via U.S. Mail, FedEx, UPS or courier or in person. The envelope / package must be clearly marked "Proposal No. 15-446, Project Management Services for the Transportation / Public Services Facility and Metrolink Station Improvement Project." Hard copy (printed) submittal of the Proposal documents is required. Respondents to this RFP must submit the original and three (3) copies of their Proposal to:

*City of Norwalk Purchasing Division
12700 Norwalk Blvd., Room 6. Norwalk, CA 90650
RFP No. 15-446 "PROJECT MANAGEMENT SERVICES FOR THE
TRANSPORTATION / PUBLIC SERVICES FACILITY AND METROLINK
STATION IMPROVEMENT PROJECT"*

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All Proposals must contain an original signature by an authorized officer of the company. Proposals will be publicly opened at the specified time in the Purchasing Division of City Hall, Room 6.

Proposals received after the above listed date and time will not be considered, regardless of postmark. Proposals shall be time stamped when received and will be accepted up to and no later than the time indicated in this RFP. The Proposer assumes the risk of any delay in the delivery of the mail by the U.S. Postal Service or in the handling of the mail by employees of the City. Whether sent by mail or by means of personal delivery, Proposers assume responsibility for having Proposals deposited on time at the place specified.

Proposals shall not include a photocopy of the following:

- 'INSTRUCTIONS TO PROPOSERS' [Section 1],
- 'GENERAL TERMS AND CONDITIONS' [Section 2],
- 'FEDERAL PROVISIONS' [Section 3],
- 'SCOPE OF SERVICES' [Section 4],
- 'FORM OF CONTRACT' (SAMPLE) [Section 5] of this RFP.

Proposals shall be typed, single-spaced and submitted on 8½"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 clearly identifiable by a separate section of the Proposer's submitted Proposal for review by the City of Norwalk. It shall be the right of the City of Norwalk 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 Norwalk and its passengers. Any and 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 and every one of the following:

- Request for Proposal (RFP)
- Addenda to RFP
- Supplements to RFP
- All other required forms

IP.2 EXAMINATION OF PROPOSAL DOCUMENTS

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

IP.3 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 set forth 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.

IP.4 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. Said addendum shall be sent to all persons who have requested the RFP.

All questions, clarifications or comments must be submitted to the contact person in the Purchasing Division no later than 3:00 p.m., Monday, February 2, 2015. No questions will be answered individually by the Transportation Department.

Requests for clarification, questions and comments must be clearly labeled "Written Questions for RFP No. 15-446, Project No 7760". Questions may be faxed to (562) 929-5966, **ATTENTION:** Darlene Mena, Purchasing Division. 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 in writing to all recipients of this RFP. Every attempt will be made to provide responses 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:

Section
Paragraph number
Page number
Text of passage being questioned
Question

IP.5 ERRORS IN PROPOSALS

All Proposers are responsible for errors and omissions in their Proposals. No consideration will be given by the City to allow Proposals to be withdrawn once a Proposal has been opened. Any errors and omissions will not serve to diminish the Proposer's obligations to the City.

IP.6 WITHDRAWAL OF PROPOSALS

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

IP.7 REFERENCES

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

IP.8 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. Certified letter is to be included in the Proposal accompanied with the Letter of Transmittal.

IP.9 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 prior to date of award.

IP.10 CITY OF NORWALK 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.

IP.11 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.

IP.12 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 pursuant 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.

IP.13 JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-subcontractor basis rather than as a joint venture. City of Norwalk 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 joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

IP.14 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 contract. All sub-contractors of successful Proposer shall abide by all the requirements set forth in this section.

IP.15 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 in order 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.

IP.16 PRICE SHEET

The awarded firm shall be compensated based on hours exercised. Frequency of Project Management services shall be no less than 20 hrs/week. This shall be a not-to-exceed price contract. Price Sheet presented by the Proposer shall price detail breakdown of all elements and tasks imperative to accomplish the services outlined in Section 4 titled Scope of Services. An itemized table of estimated person hours by professional classification shall be identified; including, if applicable, subcontracted personnel. Price Sheet shall accompany the submitted proposal and be provided on Exhibit C.

IP.17 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 insures that the protest was received in a timely manner. 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) working days prior to the Proposal due date.

Protests on matters related to the recommendation for award or any other item not related to the contents of the RFP shall be submitted within ten (10) working days of the issuance of the recommendation for award.

If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor. A protest lodged after award by City Council will not be considered

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.

IP.18 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.

IP.19 PROPOSAL EVALUATION CRITERIA

The contract resulting from this RFP will be awarded to the most responsive and responsible Proposer whose offer, conforming to the requirements of the RFP, is determined to be most advantageous to the City of Norwalk.

The successful Proposer is deemed to be responsive as it relates to conformity with technical approach and requirements of the solicitation. The responsible contractor must possess the ability, experience, and integrity to perform successfully under the terms and conditions of the contract. Federal Transit Administration (FTA) expects the prospective contractor to demonstrate affirmatively to the grantee that it qualifies as "responsible" and that its proposed subcontractors also qualify as "responsible." Factors of responsibility determinations include:

Integrity and Ethics. Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A).

Debarment and Suspension. Is neither debarred nor suspended from Federal programs under U.S. Department of Transportation (DOT) regulations, "Nonprocurement Suspension and Debarment," 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.

Affirmative Action and DBE. Is in compliance with the Common Grant Rules' affirmative action and DOT's Disadvantaged Business Enterprise requirements.

Public Policy. Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B).

Administrative and Technical Capacity. Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D).

Licensing and Taxes. Is in compliance with applicable licensing and tax laws and regulations.

Financial Resources. Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325(j)(2)(D).

Production Capability. Has, or can obtain, the necessary production, construction, and technical equipment and facilities.

Timeliness. Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

Performance Record. Is able to provide a satisfactory current and past performance record.

The proposal shall contain a complete response to each of the areas identified below, in the order shown. Proposers should review the requirements listed under each area in providing their responses.

Proposer Qualifications and Experience: **(35%)**

The qualifications of the Proposer with appropriate license(s) will be evaluated in terms of relevant experience in performing work of a similar nature, experience in projects funded by the Federal Transit Administration (FTA), experience working with other municipalities, strength and stability of the firm; capacity to perform the required services, with a minimum of three (3) years as a corporation or entity, and assessment of client references included as a narrative in the proposal.

The Proposer shall:

1. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
2. Describe specialized training, experience and professional competence in the area directly related to this RFP.
3. Identify subcontractors by company name, address, contact person, telephone number, and project function, if applicable. The list should include a summary of the roles and responsibilities of each sub-contractor.
4. In keeping with the References found in Exhibit E, the proposal shall describe in detail the services rendered by the Proposer which would describe the level of qualifications analogous to this project.

Proposer Organization: **(20%)**

The organizational structure of the Proposer will be evaluated in terms of its effective use of personnel, relevant experience and time commitment of key personnel, especially the designated Project Manager and subcontractors (if applicable), logic of project organization; adequacy of labor commitment and resources; capability to reallocate resources as needed to meet project schedules.

Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, or sole proprietorship); number, size and location of offices; and total number of employees.

Provide a general description of the firm's financial condition and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger, etc.) that may impede the Proposer's ability to complete the project. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting

from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five (5) years or (b) any type of project where claims or settlements were paid within the last five (5) years.

Project Management Experience:

(25%)

Proposal shall include an outline of proposed Project Management Services responsibilities and a narrative describing the experience of all project team members, including subcontractors, if any, shall be included. Proposal shall describe in detail the Project Management team for this project with their associated responsibilities and experience. The successful Proposer to this RFP must demonstrate they are providing qualified personnel to accomplish each portion of the Scope of Services.

The Project Manager (PM) and personnel shall possess all certification(s) in accordance with the laws of the State of California for the work to be performed. The cost for any certification(s) shall be the responsibility of the CM. The City will be under no obligation for payment of pre-contractual expenses.

Cost:

(20%)

Proposer's cost shall be presented on the Price Sheet and be accompanied by the Proposer's Rate Sheet as referenced in Exhibit C. The cost shall be evaluated by Proposer's competitiveness with other submissions.

IP.20 DBE PARTICIPATION

Effective October 1, 2012, the City of Norwalk's Department of Transportation Federal Transportation Administration (FTA) overall anticipated level of DBE participation for federal fiscal year 2012/13 through 2014/15 is 2.5% of federal financial assistance. No specific goals are set on a contract by contract basis. The goal is accomplished through the use of race-neutral measures in accordance with 49CFR, Part 26. The City shall take all necessary steps to ensure non-discrimination in the award of all contracts to meet the objectives of the above cited regulation. When listing sub-contractors in Exhibit J, Proposer shall identify them as DBE with the approximate value of their sub-contract.

SECTION 2 – GENERAL TERMS AND CONDITIONS

GC.1 DEFINITIONS

Agreement	The Contract to be negotiated and entered into by the City and the successful Proposer for the work described in this RFP.
Proposer/Vendor/Contractor Consultant	Any manufacturer, firm, company or agency providing services, equipment, software, or supplies for this RFP.
Change	Additions, deletions or other revisions to the Work within the general scope of the contract. The City through issuance of a modification must direct a change.
City	The City of Norwalk, a municipal corporation.
Contract	The written agreement executed by the City and the successful Proposer which sets forth the rights and obligations of the Parties in connection with the Work, and which includes the Contract Documents.
Days	Calendar days unless specifically noted otherwise.
Defect	Patent or latent malfunction of failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.
RFP	Request for Proposal
Notice to Proceed	Purchase Order issued from the City to the successful Proposer specifying the date on which the Work under the Contract is to be initiated.
Proposer	Proposer or Contractor or Consultant
Special Provisions	Contract Document containing requirements that modify or supplement the General Terms and Conditions.
Specifications	Part of the contract documents that adequately and completely describes the locations, dimensions, character, properties, requirements and details of the Work. Contract specifications include, without limitation, all things described, referenced, or stated in any Contract document as a "Specification," Statement of Work" or "Scope of Work".

Work Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities and support used by the Proposer to generate the results specified, indicated or implied in the requirements described in the contract Statement of Work and/or Specifications.

GC.2 ASSIGNMENT AND SUBCONTRACTORS

Neither this RFP nor any interest herein nor claim hereunder may be assigned by successful Proposer either voluntarily or by operation of law, nor may all or part of this RFP or subsequent agreement be subcontracted by successful Proposer, without the prior written consent of the City of Norwalk. Consent by the City shall not be deemed to relieve successful Proposer of obligations to comply fully with the requirements hereof.

GC.3 SAMPLE AGREEMENT

A form approved by the City Attorney must be executed between the City and the successful Proposer prior to commencement of any work.

GC.4 NOTICE OF LABOR DISPUTE

Whenever Proposer has knowledge that any actual or potential labor dispute may delay the award of this RFP, Proposer shall immediately notify and submit all relevant information to the City of Norwalk. Proposer shall insert the substance of this entire clause in any subcontract hereunder.

GC.5 DISPUTES

The Agreement shall be constructed and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Proposer shall proceed diligently with the performance of this agreement.

Disputes arising in the performance of the Agreement to be awarded which are not resolved by agreement of the parties shall be decided in writing by the City Council or it's designated representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the successful Proposer mails or otherwise furnishes a written appeal to the City of Norwalk City Manager. In connection with any such appeal, the successful Proposer shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Council or its designated representative shall be binding upon the successful Proposer and the successful Proposer shall abide by the decision.

Performance During Dispute

Unless otherwise directed by the City Manager, successful Proposer shall continue performance under the Agreement while matters in dispute are being resolved.

Claims for Damages

Should either party to the Agreement to be awarded suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the successful Proposer arising out of or relating to the Agreement or any breach thereof, will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction. The parties shall further agree that the proper venue for any court action shall be in the Superior Court for Los Angeles County for state court actions and the United States District Court for the Central District of California sitting in Los Angeles.

Rights and Remedies

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or successful Proposer shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC.6 ASSUMPTION OF RISK OF LOSS

Unless otherwise provided, Proposer shall have title to and bear the risk of loss of or damage to the items purchased hereunder until they are delivered in conformity as outlined in the RFP/RFP at the F.O.B. point specified herein, and upon such delivery Proposer's responsibility for loss or damage shall cease, except for loss or damage resulting from Proposer's negligence.

GC.7 LICENSING, PERMITS AND TAXES

The Proposer shall maintain all appropriate licenses required by the State of California for the work required under the terms of this Agreement. The cost for any required licenses, permits or special taxes shall be the responsibility of the successful Proposer. The awarded Proposer is to obtain necessary City of Norwalk licenses.

GC.8 WAIVER OF TERMS AND CONDITIONS

The failure of the City or the successful Proposer to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by the City of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

GC.9 INDEMNIFICATION

Successful Proposer shall comply with this section and the language of this section shall be adopted in the agreement:

Contractor shall indemnify, defend and hold harmless City, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit D. Contractor's covenant under this Section and Exhibit D shall survive the expiration or termination of this Agreement.

GC.10 INTEREST OF MEMBERS OF THE CITY

The successful Proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the City or any other interest which would conflict in any

manner or degree with the performance of its services hereunder. The successful Proposer further covenants that in the performance of this Agreement no person having any such interest shall be employed by successful Proposer.

GC.11 TERMINATION FOR DEFAULT

Upon failure of the successful Proposer to make satisfactory progress or adequately correct deficiencies to abide by the terms of the Agreement, or to obtain, furnish or keep in force any required permit, license, bond or insurance, the City shall have the right to terminate the Agreement for default. Written notice of termination shall be mailed to the successful Proposer at its address. Notice shall be effective when mailed. Upon receipt of notice, the successful Proposer shall immediately stop work and relinquish all project files to the City. The City may thereafter pursue the work or hire another project manager to do so and charge the successful Proposer liquidated damages.

GC.12 CANCELLATION OF AGREEMENT

In any of the following cases, the City shall have the right to cancel the Agreement without expense to the City: (1) the successful Proposer is guilty of misrepresentation; (2) the Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Agreement conflicts with any statutory or constitutional provision of the State of California or the United States. This section shall not be construed to limit the City's right to terminate the contract for convenience or default, as provided herein.

GC.13 TERMINATION FOR CONVENIENCE

The performance of work under the Agreement may be terminated by the City in accordance with this section in whole or in part, whenever the City determines that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the successful Proposer of a written notice of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

Upon receipt of the notice of termination, and except as otherwise directed by the City, the successful Proposer shall: (1) stop work under the Agreement on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the City in the manner, at the times, and to the extent directed by the City, all of the right, title and interest of the successful Proposer under the orders and subcontracts so terminated in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts to the extent, if any, directed by the City the fabricated or unfabricated parts, work in process, or completed work, supplies, and other materials produced as a part of, or acquired in connection with their performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the City; (6) use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) authorized by the City, any property of the types referred to above, provided, however, that the successful Proposer shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the City and, provided further, that the

proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the successful Proposer under this Agreement or shall otherwise be credited to the price or cost of the work covered by this Agreement or paid in such a manner as the City may direct; (7) complete performance of such part of the work as shall not have been terminated by the notice of termination; (8) take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to the Agreement which is in the possession of the successful Proposer and in which the City has or may acquire an interest. Payments by the City to the successful Proposer shall be made for all services completed and/or delivered up to and including the effective date of termination but not thereafter. Except as otherwise provided, settlement of claims by the successful Proposer under this termination section shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended.

GC.14 FORCE MAJEURE

The successful Proposer shall not be liable for any failure to perform if acceptable evidence has been submitted to the City that failure to perform the Agreement was due to causes beyond the control and without the fault or negligence of the successful Proposer. Examples of such causes include acts of God, civil disturbances, fire, war, or floods, but does not include labor related incidents such as strikes or work stoppages or unavailability of any product to be supplied to the City.

GC.15 INSPECTION AND ACCEPTANCE

All items are subject to final inspection and acceptance by the City of Norwalk, Department of Transportation at destination. Final inspection will be made within a reasonable time after receipt of items hereunder. The City reserves the right to withhold final payment until the final inspection and acceptance of all work.

GC.16 EXCESS REPROCUREMENT LIABILITY

Proposer shall be liable to the City of Norwalk for all expenses incurred by the City in reprocurring elsewhere the same or similar items or services offered by the Proposer hereunder, should Proposer fail to perform or be disqualified for failure to meet terms and conditions set forth herein. Such reprocurement expense obligation by Proposer shall be limited to the excess over the price specified herein for such items or services.

GC.17 DELIVERY/INSTALLATION

The services and/or equipment described herein are to be rendered for the City of Norwalk.

GC.18 METHOD OF PAYMENT

City will pay successful Proposer in accordance with the following terms and procedures: Successful Proposer shall submit written invoices to City by the 10th of each month clearly detailing the services furnished by successful Proposer during the preceding month and for all other supplies and services provided by successful Proposer. City shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice in accordance with its standard warrant procedures. Clear reference must be made to the contract number, the time period that the work was performed, itemization of the work and/or reference to the payment schedule and identification of the Contractor's taxpayer identification number.

GC.19 NON-RESTRICTIVE CLAUSES

Wherever brand, manufacturer or product names are indicated in these specifications, they are included for the purpose of establishing identification and a general description.

Wherever such names appear, the term "or approved equal" is deemed to follow. The decision whether a proposed unit is an approved equal will be made by the City. Specifying a brand name in the specification shall not relieve the successful Proposer, or any subcontractor or supplier, of the responsibility to design and produce a unit which fully meets the performance specifications, the warranty and any other contractual requirements.

Requests for "or approved equal", clarification of the specifications, and complaints on specifications must be received by the City, in writing, not less than fourteen (14) full days before the Proposal opening date. Any request for an approved equal or complaint concerning the equipment or material specifications must be fully supported with technical data, test results, or other pertinent facts as evidence that the substitute offered is equal to or better than the specification requirement.

Time limitations in this section must be complied with strictly and in no case will an extension of time for performance of this contract be granted because of Contractors failure to request a substitution of an alternative item at the times and manner set forth herein. Furthermore, if a proposed substitution is rejected, Proposer shall be responsible to provide the item or product or work as originally specified at no additional cost to the City. The City has the complete and sole discretion to determine if an item or article is an equal item.

GC.20 INSURANCE

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 comply with this section and the language of this section shall be adopted in the agreement:

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

(1) Broad-form commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000);

(2) Automobile liability insurance, with minimum combined single limits of One Million Dollars (\$1,000,000); and

(3) Workers' compensation insurance with a minimum limit of One Million Dollars (\$1,000,000) or the amount required by law, whichever is greater.

City, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automobile liability with respect to liabilities arising out of Contractor's performance of services under this Agreement.

Each insurance policy required by this Section shall be endorsed as follows: (1) the insurer waives the right of subrogation against City and its officials, officers, employees, agents and representatives; (2) except for the workers' compensation policy, the policies are

primary and non-contributing with any insurance that may be carried by City; and (3) the policies may not be canceled or materially changed except after thirty (30) calendar days' prior written notice by insurer to City, unless canceled for non-payment, then ten (10) calendar days' notice shall be given.

All insurance coverages shall be confirmed by execution of endorsements required under this Section. Contractor shall file the endorsements with City on or before the date of commencement of services pursuant to this Agreement, and thereafter maintain current endorsements on file with City. The endorsements are subject to City's approval. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section.

GC.21 CERTIFICATE OF NON-COLLUSION

Proposer's must represent and warrant that all submittals for this work are genuine and not sham or collusive or made in the interest of or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal or any other person, firm or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer or another Proposer an advantage over any other Proposer.

GC.22 PATENT AND COPYRIGHT INFRINGEMENT

In lieu of any other warranty by the City or the successful Proposer against patent or copyright infringement, statutory or otherwise, it is agreed that successful Proposer shall defend at its own expense any claim or suit against the City on account of any allegation that any item furnished under this Agreement or the normal use of sale thereof arising out of the performance of this Agreement, infringes on any present existing United States letter patent or copyright and successful Proposer shall pay all costs and damages finally awarded in any such suit or claim. Provided that successful Proposer is promptly notified in writing of the suit or claim and given authority, information and assistance at the Proposer expense of same.

However, the successful Proposer will not indemnify the City if the suit results from: (1) City's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing United States letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by the Proposer when such use in combination infringes upon an existing United States letters patent or copyright.

The successful Proposer shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. The successful Proposer shall not be obligated to indemnify the City under any settlement made without the Proposer's consent or in the event the City fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at the Proposer's expense. If the use or sale of said item is enjoined as a result of such suit or claim, the Proposer, at no expense to the city, shall obtain for the City the right to use and sell said item, or shall substitute an equivalent item acceptable to the City and extend this patent and copyright indemnity thereto.

GC.23 CONFLICTS OF INTEREST

Each Proposer represents and warrants, and if awarded a contract, will covenant, that it presently has no interest and shall not acquire any financial interest, direct or indirect, in any City business or any other interest which would conflict in any manner or degree with the performance of the services to be performed. The successful Proposer shall further

covenant that in the performance of the Agreement no person having any such interest shall be employed. Successful Proposer further covenants and warrants that successful Proposer and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to the performance of services contemplated by this RFP, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of the Contract, successful Proposer and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Manager, perform work for another person or entity for whom successful Proposer is not currently performing work that would require successful Proposer or one of its officers, employees, associates or subconsultants to abstain from a decision under the Contract pursuant to a conflict of interest statute.

GC.24 ORDER OF PRECEDENCE

In the event of any conflict, the order of precedence of the contract documents will be:

The Agreement and any written amendment thereto
Special Provisions
General Conditions
Technical Specifications

A modification to this Agreement shall take its precedence from only those specific terms it amends. All other terms and conditions shall remain unchanged.

GC.25 CHANGES

The City may at any time, by written order, and without notice to sureties, if any, make changes within the general scope of this contract in any one or more of the following:

1. Drawings, designs or specifications when the supplies to be furnished are to be specially manufactured for the City in accordance with the drawings, designs, or specifications.
2. Method of delivery or packing.
3. Place of delivery.

If any such change causes an increase or decrease in the cost of, causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Project Manager shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

The Proposer must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the City of Norwalk decides that the facts justify it, the City of Norwalk may receive and act upon a change proposal submitted before final payment of the contract.

If the Proposer's proposal includes the cost of property made obsolete or excess by the change, the City of Norwalk shall have the right to prescribe the manner of the disposition of the property.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Proposer from proceeding with the contract as changed.

GC.26 DIFFERING SITE CONDITIONS

The successful Proposer shall promptly, and before the conditions are disturbed, give a written notice to the City of Norwalk of subsurface or latent physical conditions at the site which differ materially from those indicated in the contract, or unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

The City of Norwalk shall investigate the site conditions promptly after receiving the notice. If the conditions do not materially so differ and cause an increase or decrease in the successful Proposer's cost of, or the time required for, performing any part of the work under the contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

No request by the successful Proposer for an equitable adjustment to the contract under this clause shall be allowed, unless the successful Proposer has given the written notice required; provided, that the time prescribed above for giving written notice may be extended by the City of Norwalk.

No request by the successful Proposer for an equitable adjustment to the contract for a differing site condition shall be allowed if made after final payment under this Agreement.

SECTION 3 - FEDERAL PROVISIONS

This solicitation and the Agreement to be awarded are subject to the following Federal requirements. These requirements shall govern over any inconsistent provisions otherwise contained in the Instructions to Proposers and General Terms and Conditions, and the Agreement to be entered into, provided any such federal requirement is determined to apply to the product or service to be provided, or in the context under which it was written. The term "Contractor", as may be used in these requirements shall mean and include, as the context permits or requires, Proposers and any successful Proposer.

FP.1 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The successful Proposer shall not perform any act, fail to perform any act, or refuse to comply with any City of Norwalk requests which would cause the City to be in violation of FTA terms and conditions.

FP.2 NO OBLIGATION BY THE FEDERAL GOVERNMENT

a. The City and successful Proposer acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the City, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

b. The successful Proposer agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Applicability to Contracts: Applicable to all contracts

Flowdown: Not required by statute or regulation for either primary Contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

FP.3 FEDERAL CHANGES

The successful Proposer shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (8) dated October, 2001) between the City and FTA, as they may be amended or promulgated from time to time during the term of the Agreement. Successful Proposer's failure to so comply shall constitute a material breach of the Agreement.

Applicability to Contracts: Applicable to all contracts

Flowdown: Flows down appropriately to each applicable changed requirement.

FP.4 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. The successful Proposer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the successful Proposer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which the Agreement work is being performed. In addition to other penalties that may be applicable, the successful Proposer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the successful Proposer to the extent the Federal Government deems appropriate.

b. The successful Proposer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the successful Proposer, to the extent the Federal Government deems appropriate.

c. The successful Proposer agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Applicability to Contracts: Applicable to all contracts

Flowdown: To Contractors and subcontractors who make, present, or submit covered claims and statements.

FP.5 CIVIL RIGHTS

The following requirements apply to the underlying Agreement:

a. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the successful Proposer agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the successful Proposer agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying Agreement:

c. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and the Federal Transit Laws at 49 U.S.C. § 5332, the successful Proposer agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The successful Proposer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the successful Proposer agrees to comply with any implementing requirements FTA may issue.

d. Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the successful Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the successful Proposer agrees to comply with any implementing requirements FTA may issue.

e. Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the successful Proposer agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the successful Proposer agrees to comply with any implementing requirements FTA may issue.

The successful Proposer also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Applicability to Contracts: Applicable to all contracts

Flowdown: To all third party Contractors and their contracts at every tier.

FP.6 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

Policy: It is the policy of the Department of Transportation and the City of Norwalk that Disadvantaged Business Enterprises (“DBE”) as defined in 49 CFR part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirement of 49 CFR applies to this Agreement.

DBE Obligation: Successful Proposer agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, all Recipients or Contractors shall take all necessary and reasonable steps in accordance with the regulations to ensure that

DBE's have the maximum opportunity to compete for and perform contracts. Recipients and their Contractors shall not discriminate on the basis of race, color, national origin religion, age, sex, or disability, in the award and performance of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of the contract or such other remedy the City deems appropriate.

DBE Requirements: The successful Proposer must include with its Proposal the following information:

- 1) Names and addresses of DBE firms that will participate in the contract.
- 2) A description of the work that each DBE will perform.
- 3) The dollar amount of the participation of each DBE firm's participation.
- 4) Written, signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract-anticipated level of participation; and
- 5) Written and signed confirmation from the DBE that it is a participant in the contract as provided in the prime Contractor's commitment.

Prompt Payment: The successful Proposer agrees to pay each subcontractor for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime Contractor receives from the City. The prime Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from the City of Norwalk. This clause applies to both DBE and non-DBE subcontractors. If the successful Proposer fails or refuses to comply in the time specified, the City's Project Manager will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the successful Proposer still fails to comply, the City's Project Manager may issue a termination for default proceeding.

Applicability to Contracts: Applicable to all contracts

FP.7 AUDIT AND INSPECTION OF RECORDS

The following access to records requirements apply to the Agreement:

Where the City is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the successful Proposer agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the successful Proposer, which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Successful Proposer also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives, including any PMO successful Proposer, access to successful Proposer's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Applicability to Contracts: Applicable to all contracts

FP.8 DEBARMENT/SUSPENSION STATUS

The prospective lower tier participant certifies, by submission of its Proposal that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to its Proposal.

The successful Proposer shall provide the City with certification addressing its debarment and suspension status and that of its principals. The successful Proposer shall promptly inform the City of any change in the suspension or debarment status of the successful Proposer or its principals during the term of the Agreement.

Applicability to Contracts: Executive Order 12549 as implemented by 49CFR, Part 29, prohibits FTA recipients and sub-recipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally assisted contracts. As part of their applications each year, recipients are required to submit a certifications to the effect that they will not enter into contracts over \$100,000 (one hundred thousand dollars) with suspended or debarred Contractors and that they will require their Contractors (and their subcontractors) to make the same certification to them.

Flowdown: Contractors are required to pass this requirement on to subcontractors seeking subcontracts over \$100,000 (one hundred thousand dollars). Thus, the terms "lower-tier covered participant" and "lower tier covered transaction" include both Contractors and subcontractors and contracts and subcontracts over \$100,000. The certification and instruction language is contained in 29CFR Part 29, Appendix B, and must be included in RFP's and RFP's (for inclusion by Contractors and subcontractors in their RFP's and RFP's) for all contracts over \$100,000 (one hundred thousand dollars), regardless of the type of contract to be awarded; Certification Regarding Debarment, Suspension, and other Responsibility Matters – Lower Tier Covered Transactions (Third Party Contracts over \$100,000).

FP.9 BUY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 66, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)l and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Proposer or offeror must submit to the FTA recipient the appropriate Buy America certification with all Proposals or offers on FTA-funded contracts, except those subject to a general waiver. Proposals or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower-tier subcontractors.

Applicability to Contract: The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Flowdown: The Buy America requirements flow down from FTA recipients and subrecipients to first tier Contractors, who are responsible for ensuring that lower tier Contractors and subcontractors are in compliance.

FP.10 RESTRICTIONS ON LOBBYING AND CONTRACTS

During the period beginning on the date of the issuance of this Request for Proposal and ending on the date of selection of the successful Proposer, no person (or entity) submitting a Proposal in response to this Request for Proposal, nor any officer, employee, representative, agent, or consultant representing such a person (or entity) shall contact through any means or engage in any discussion concerning the award of the contract with any member of the City Council of the City or his/her personal staff. Any such contact shall be grounds for the disqualification of the Proposer.

During the period beginning on the date of the issuance of this Request for Proposal and ending on the date of selection of the successful Proposer, each person or entity described above shall limit his/her communication with the City staff to the written clarification and amendment process described herein.

Any entity which submits a Proposal for a contract award with a potential value of one hundred thousand dollars (\$100,000) or more is required to file the certification regarding lobbying. Such certification, in effect provides a certification to the City that the potential successful Proposer will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract covered by 31 USC 1352. All Proposers are required to complete and submit to the City the certification form entitled "Certification of Restrictions on Lobbying" whether or not any lobbying effort took place. If any Proposer did engage in lobbying activities utilizing non-federal funds in connection with obtaining the award of this contract, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to the City.

Applicability to Contracts: Lobbying requirements apply to Construction, Architectural and Engineering (A&E), Acquisition of Rolling Stock, Professional Services, Operational Service and Turnkey Contracts.

Flowdown: Requires the maximum flowdown, pursuant to Byrd Anti-Lobbying Amendment 31 U.S.C. §1352(b) 5 and 49 CFR, part 19, Appendix A, Section 7.

FP.11 ENERGY CONSERVATION

The successful Proposer agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 USC§6321 et seq..

Applicability to Contracts: Energy Conservation requirements are applicable to all contracts.

Flowdown: These requirements extend to all third party Contractors and their contracts at every tier and sub-recipients and their sub-agreements at every tier.

FP.12 CLEAN AIR

The successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq. The successful Proposer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The successful Proposer further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Applicability to Contract: Requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flowdown: Requirements flow down to all subcontracts which exceed \$100,000.

FP.13 CLEAN WATER

The successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The successful Proposer agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The successful Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Applicability to Contract: Applies to each contract and subcontract which exceeds \$100,000.

Flowdown: Requirements flow down to FTA recipients and subrecipients at every tier.

FP.14 RECYCLED PRODUCTS

Contractor shall use, to the extent practicable and economically feasible, products and services that conserve natural resources and protect the environment and are energy efficient. Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurements of the items designated in Subpart B of 40 CFR Part 247.

Applicability to Contracts: Applicable to all contracts for items designated by the EPA, when the Contractor procures \$10,000 or more of these items during the fiscal year or has procured \$10,000 or more of the item in the previous fiscal year, using Federal funds.

Flowdown: Extends to all third party Contractors and their contracts at every tier and subrecipients and their sub-agreements at every tier.

FP.15 CARGO PREFERENCE

The Contractor agrees: a. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels; b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to the FTA recipient (through the Contractor in the case of a subcontractors' bill-of-lading) c. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Applicability to Contract: Requirements apply to all contracts involving equipment, materials or commodities which may be transported by ocean vessels with the exception of purchases under \$2500, when the requirements do not apply.

Flowdown: Requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

FP.16 FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Applicability to Contract: The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Flowdown: Requirements flow down from FTA recipients and subrecipients to first tier Contractors, who are responsible for ensuring that lower tier Contractors and subcontractors are in compliance, with the exception of purchases under \$2500, when the requirements do not apply.

FP.17 DAVIS BACON AND COPELAND ANTI-KICKBACK ACTS

(1) Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationships which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards, Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so

advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification or wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or either third person, the contractor may consider as part of its wage of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan of the program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits thereof only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of

all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v)(B) or (C) or this section, shall be paid to all workers performing work in the classification under this contract from the first day on which all work is performed in this classification.

(2) Withholding

The City of Norwalk shall upon its own action, or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required under the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City of Norwalk may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and Basic Records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of Norwalk for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents

(Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

(4) Apprentices or Trainees

(i) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ration of apprentices to journeymen on the job site in any craft classification shall not be greater than the ration permitted to the contractor as to the entire work force under the registered program. Any worker listed on the payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In

addition, any apprentice performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates expressed in percentages of the journeyman's hourly rate specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees, except as provided in 29 CFR 5.16, will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participation in a training plan approved by the Employment and Training Division shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act Requirements

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) and through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include the clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR.

(7) Contract Termination Debarment

A breach of the contract clause in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, other employees or their representatives.

(10) Certification of Eligibility

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Applicability to Contracts: The Acts apply to City of Norwalk contracts and subcontracts that "at least or partly are financed by a loan or grant from the Federal Government." (40 USC 3145 (a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5)). The Acts apply to any construction contract over \$2,000..

FP.18 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- 1) Overtime Requirements – No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-

- half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation, Liability for Unpaid Wages; Liquidated Damages – In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - 3) Withholding for unpaid wages and liquidated damages – The City of Norwalk shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - 4) Subcontracts – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Applicable to Contracts: The Act applies to City of Norwalk contracts and subcontracts that “at least or partly are financed by a loan or grant from the Federal Government. “ (40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6)). The Act applies to any construction contract or, in very limited circumstances, non-construction project that employs “laborers or mechanics on a public work.” Over \$100,000. Rail car and bus procurements are not included because they are deemed “commercial items”. (40 USC 3707, 41 USC 403 (12).)

FP.19 SEISMIC SAFETY

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Applicability to Contracts: Requirements apply only to contracts for the construction of new buildings or additions to existing buildings with the exception of purchases under \$2500, when the requirements do not apply.

Flowdown: Requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

FP.20 NON-CONSTRUCTION EMPLOYEE PROTECTION

As a recipient of Federal funds through the City of Norwalk, the successful Proposer agrees to comply, and assures the compliance of each third party and each sub-recipient at any tier, with any applicable employee protection requirements for non-construction employees of section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 – 332, and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

The successful Proposer agrees to comply with applicable transit employee protective requirements as follows:

FP.21 FEDERAL STANDARDS

As a recipient of Federal funds through the City of Norwalk, the successful Proposer agrees to comply with FTA Circular 4220.1F, “Third Party Contracting Requirements,” including any revision or replacement thereof, and applicable Federal regulations or requirements, including FTA third party contracting regulations when promulgated. The FTA Best Practices Procurement Manual provides additional procurement guidance. Nevertheless, successful Proposer should be aware that the FTA Best Practices Procurement Manual is focused on procurement processes and may omit certain Federal requirements applicable to the work to be performed.

Applicability to Contracts: Applicable to all turnkey, rolling stock and operational contracts.

Flowdown: The disclaimer has unlimited flowdown.

FP.22 BUS TESTING

The Contractor (Manufacturer) agrees to comply with 49 U.S.C. A5323I and FTA’s implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient’s final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient’s final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer’s basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is “grandfathered” (has been used in mass transit service in the United States before October 1, 1988 and is currently being produced without a major change in configuration or components,) the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle’s configuration and major components.

Applicability to Contracts: The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Flowdown: Flowdown is only to a turnkey Contractor as stated in a Master Agreement.

FP.23 PRE AWARD AND POST DELIVERY AUDIT REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. §5323(1) and FTA's implementing regulation 49 CFR Part 663 and to submit the following certifications:

- 1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance to Buy America. If the Proposer certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs, and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- 2) Solicitation specification requirements: The Contractor shall submit evidence that it will be capable of meeting the Proposal specifications.
- 3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) Manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) Manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Applicability to Contracts: Requirements apply only to Rolling Stock/Turnkey.

Flowdown: Flowdown is only to a turnkey Contractor as stated in a Master Agreement.

FP.24 TRANSIT EMPLOYEES PROTECTIVE AGREEMENTS

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- a. General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b) and U.S. Department of Labor guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. Department of Labor (DOL) to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. §5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. §5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
- b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. §5333(b) are necessary or appropriate for the state and the public body subrecipients for which work is performed on the underlying contract, the Contractor

agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 CFR part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that US DOL letter.

- c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C §5311 in Nonurbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C §5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by the U.S. Department of Labor or any revision thereto.
- d. The Contractor agrees to include any of the above applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Applicability to Contracts: Applies to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

Flowdown: Applicable to all contracts and subcontracts at every tier.

FP.25 CHARTER SERVICE REQUIREMENTS

The Contractor agrees to comply with 49U.S.C. §5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities. If there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR Part 604.9. Any charter service provided under one of the exceptions must be "incidental", i.e., it must not interfere with or detract from the provision of mass transportation.

Applicability to Contracts: Apply to Operational service contracts over \$2,500.

Flowdown: Requirements apply to FTA recipients and subrecipients to first tier service Contractors.

FP.26 SCHOOL BUS REQUIREMENTS

Pursuant to 69 U.S.C. §5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Applicability to Contracts: Applies to Operational Service Contracts.

Flowdown: Requirements apply to FTA recipients and subrecipients to first tier service Contractors.

FP.27 DRUG AND ALCOHOL REQUIREMENTS

At the time of the execution of the contract the Contractor shall submit to the City an alcohol and drug-free workplace program which at a minimum shall include the following:

- A. An alcohol and drug-free workplace policy statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of alcohol or a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishment of an on-going alcohol and drug-free awareness program to inform its employees about:
 1. The Contractor's policy of maintaining an alcohol and drug-free workplace.
 2. The dangers of alcohol and drug abuse in the work place.
 3. Any available alcohol and drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon an employee for alcohol and drug abuse violations occurring in the work place.
- C. Provide to all employees engaged in the performance of the Contract a copy of the alcohol and drug-free policy statement.
- D. As a condition of initial employment of any Contractor's employee, employment shall be conditional until pre-employment drug screening has been passed. Drug test types shall be enzyme Multiplied Immunoassay Technique (EMIT) performed according to the National Institute of Drug Abuse (NIDA) standards by a NIDA certified laboratory.
- E. Notification to all employees, in writing, that as a condition of employment the employee will:
 1. Abide by the terms of the policy statement.
 2. Upon request by the Contractor, agree to submit to a drug screening/alcohol test if either of the following exists:
 - Reasonable suspicion exists to believe the employee is under the influence or possession of drugs, alcohol or other controlled substances, or
 - Employee is involved in an accident or situation that results in an injury to the employee or any other individual on the Work site or property damage.
 - Drug type tests shall be Enzyme Multiplied Immunoassay Technique (EMIT) performed according to the National Institute of Drug Abuse (NDIA) standards by a NIDA certified laboratory.
 3. Notify the employee, in writing, of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
 4. Notify the employer of employee's use of prescription drugs which may impair alertness during work hours.
 5. Upon reasonable suspicion of a violation of policy, submit to a search and inspection upon entering, while working or leaving the Work Site.
 6. Upon returning to active employment from rehabilitation for alcohol or drug abuse, sign a "Return to Work Agreement", agreeing to unannounced testing for a period of one (1) year, maintaining an acceptable attendance and performance record and participation in

follow-up treatment/counseling recommendations by the treatment program.

- F. Notifying the City's contracting officer in writing, within ten (10) calendar days after receiving notice from an employee or otherwise receiving actual notice of an employee's conviction under a criminal drug statute for a violation occurring in the workplace. The notice shall include the name and position title of the employee.
- G. Within thirty (30) calendar days after receiving notice of a conviction, take one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace.
 - 1. Taking appropriate personnel action against such employee up to and including termination, or
 - 2. Requiring such employees to satisfactorily participate in a drug abuse assistance or rehabilitation program approved by Federal, State or local health, law enforcement or other appropriate agency.
- H. Provide, throughout the construction period, periodic seminars and instruction to site superintendents, supervisory personnel including foreman and other key employees in the characteristics, behavior and detection of alcohol and drugs.
 - 1. The Contractor, if an individual, agrees by award of the Contract, not to engage in the unlawful manufacture, dispensing, possession, or use of a controlled substance in the performance of the Contract.
 - 2. If the Contract involves the use of Union Craft personnel performing the Work, the Contractor may wish to obtain a Memorandum of Understanding regarding its Alcohol and Drug-Free Workplace program from the Unions involved.

Applicability to Contracts: Applies to Contractors and subcontractors of any tier with subcontracts exceeding \$25,000.

FP.28 PRIVACY ACT REQUIREMENTS

- 1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C §552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- 2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Applicability to Contracts: The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract when the grantee maintains files on drug and alcohol enforcement activities for FTA when those files are organized so that information could be retrieved by personal identifier. The requirements do not apply to micro-purchases under \$2,500.

Flowdown: The Privacy Act requirements flow down to each third party Contractor and their contracts at every tier.

SECTION 4 - SCOPE OF SERVICES

1. Overview. The Project Manager (PM) shall represent the interests of the City and shall serve as the central point-of-contact and liaison for all communication between the CM and City staff; and ensure compliance in construction related activities that are associated with details of Project No. 7760. The PM shall be responsible for the overall direction, coordination, implementation, execution, control and completion of overall project within budget and specified timelines.

1.1 Tasks and Responsibilities.

- a. Strategic lead role in the planning and implementation of project.
- b. Coordinate project and construction activities, including regulatory agency compliance, permitting, etc.
- c. Manage project budget; including monitoring cost to ensure fiscal compliance with approved budget.
- d. Continually update City via memo, oral presentations, regularly scheduled meetings, and on an as-needed basis.
- e. Monitor project schedule to ensure major milestones, construction tasks are achieved on a timely basis; and establish project activity tracking system for City review on a scheduled basis.
- f. Coordinate with CM to ensure quality control.
- g. Present interim reports defining project progress, problems and solutions.
- h. Coordinate and manage project changes and interventions to achieve project outputs.
- i. Adapt to the various internal City procedures and protocols while ensuring that key issues of cost, time, quality and above all, City satisfaction, will be realized
- j. Prepare final report and post construction close-out.

SECTION 5 - FORM OF CONTRACT (SAMPLE)

**PROJECT MANAGEMENT SERVICES
FOR THE TRANSPORTATION / PUBLIC SERVICES FACILITY AND
METROLINK STATION IMPROVEMENT PROJECT
(City of Norwalk)**

THIS AGREEMENT FOR PROJECT MANAGEMENT SERVICES FOR THE TRANSPORTATION / PUBLIC SERVICES FACILITY AND METROLINK STATION IMPROVEMENT PROJECT (“Agreement”) is dated and effective [Month] [Day], [Year], by and between the City of Norwalk, a California municipal corporation (“CITY”) and [Contractor Name], a [Legal Status of Contractor, e.g., California corporation, California limited liability company, California partnership, sole proprietor] (“CONTRACTOR”).

RECITALS

A. CITY desires to utilize the services of an independent contractor to provide Project Management Services for the Transportation / Public Services Facility and Metrolink Station Improvement Project.

B. CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. CITY desires to retain CONTRACTOR and CONTRACTOR desires to serve CITY to perform these services subject to the terms contained herein and all applicable local, state and Federal regulations.

The parties therefore agree as follows:

1. CONSULTANT’s Services.

1.1 Scope of Services. CONTRACTOR shall perform the Project Management Services for the Transportation / Public Services Facility and Metrolink Station Improvement Project as more particularly described in Exhibit A.

1.2 RFP No. 15-446 and Addenda. CONTRACTOR has confirmed receipt of all Addenda amending RFP No. 15-446, and CONTRACTOR shall adhere to the Addenda. RFP No. 15-446 and all Addenda are incorporated herein by this reference as if set forth herein in full, provided that in the event of a conflict, the terms of this Agreement, as amended by any applicable Addenda, will prevail.

1.3 Personnel. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by CONTRACTOR or under

its supervision, and all personnel engaged in the services shall be qualified to perform such services.

1.4 Party Representatives. For purposes of this Agreement, the City Representative shall be the City Manager or such other person designated by the City Manager (the "City Representative"). For purposes of this Agreement, the Contractor Representative shall be [Name, Title] (the "Contractor Representative").

1.5 Time of Performance. CONTRACTOR shall commence the services contemplated under this Agreement immediately upon receipt of a Purchase Order ("PO") for such services from the City Representative and shall perform the services in conformance with the schedule attached hereto as Exhibit B.

2. Term of Agreement. The term of this Agreement shall be from [month] [day], [year] to [month] [day], [year] ("initial term"), unless extended or sooner terminated as provided in Section 13 herein.

3. Compensation. As full compensation for CONTRACTOR's services provided under this Agreement, and subject to the maximum amount of compensation hereafter provided, CITY shall pay CONTRACTOR in accordance with the rates set forth in Exhibit C. The maximum amount of compensation that CITY shall pay CONTRACTOR pursuant to this Agreement is _____ Dollars (\$ _____) for the term set forth in Section 2. CITY shall not allow any claims for additional services performed by CONTRACTOR, unless the City Council authorizes the additional services in writing prior to CONTRACTOR's performance of the additional services or the incurrence of additional expenses. Any additional services authorized by the City Council shall be compensated at the rates set forth in Exhibit C, or, if not specified, at a rate mutually agreed to by the parties.

4. Method of Payment.

4.1 Invoices. Not later than the fifteenth (15th) day of each month, CONTRACTOR shall submit to CITY detailed invoices for all services provided and expenses incurred, if any, pursuant to this Agreement during the prior month. The invoices shall describe in detail the quantity of hours exercised and the days in they were performed. CITY shall review the invoices and notify CONTRACTOR in writing within ten (10) business days of any disputed amounts.

4.2 Payment. CITY shall pay all undisputed portions of the invoices within thirty (30) calendar days after receipt up to the maximum amount of compensation specified in Section 3 of this Agreement. CITY shall not withhold federal payroll, state payroll and other taxes, or other similar deductions from each payment made to CONTRACTOR.

4.3 Audit of Records. Upon CITY providing 24-hour prior notice, CONTRACTOR shall make all records, invoices, time cards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement reasonably

available to CITY for review and audit by CITY. CITY may conduct such review and audit at any time during CONTRACTOR's regular working hours.

5. Standard of Performance. CONTRACTOR shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to CITY.

6. Ownership of Work Product. All reports, documents or other written material developed by CONTRACTOR 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 CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the project for which they were prepared shall be at the sole risk of CITY unless CITY compensates CONTRACTOR for such reuse.

7. Status as Independent Consultant. CONTRACTOR is, and shall at all times remain as to CITY, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of CITY. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as set forth in this Agreement. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of CITY. CONTRACTOR shall pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR shall indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY may offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

8. Confidentiality. CONTRACTOR shall keep all data, documents, discussion, or other information (collectively "data") developed or received by CONTRACTOR or provided for performance of this Agreement confidential and shall not be disclose the data to any person or entity without prior written authorization by CITY. CITY shall grant such authorization if disclosure is required by law. All CITY data shall be returned to CITY upon the expiration or termination of this Agreement. The terms of this Section shall survive the expiration or termination of this Agreement.

9. Conflict of Interest. CONTRACTOR and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to CONTRACTOR's services under this Agreement, including, without limitation, the Political Reform Act (Cal. Gov. Code, § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, CONTRACTOR shall may perform similar services for other clients, but CONTRACTOR and its officers,

employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom CONTRACTOR is not currently performing work that would require CONTRACTOR or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

10. Indemnification. CONTRACTOR shall indemnify, defend and hold harmless CITY, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit D. CONTRACTOR's covenant under this Section and Exhibit D shall survive the expiration or termination of this Agreement.

11. Insurance.

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

- (1) Broad-form commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000);
- (2) Automobile liability insurance, with minimum combined single limits of One Million Dollars (\$1,000,000); and
- (3) Workers' compensation insurance with a minimum limit of One Million Dollars (\$1,000,000) or the amount required by law, whichever is greater.

CITY, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automobile liability with respect to liabilities arising out of CONTRACTOR's performance of services under this Agreement.

11.2 Each insurance policy required by this Section 11 shall be endorsed as follows: (1) the insurer waives the right of subrogation against CITY and its officials, officers, employees, agents and representatives; (2) except for the workers' compensation policy, the policies are primary and non-contributing with any insurance that may be carried by CITY; and (3) the policies may not be canceled or materially changed except after thirty (30) calendar days' prior written notice by insurer to CITY, unless canceled for non-payment, then ten (10) calendar days' notice shall be given.

11.3 All insurance coverages shall be confirmed by execution of endorsements required under Section 11.2. CONTRACTOR shall file the endorsements with CITY on or before the date of commencement of services pursuant to this Agreement, and thereafter maintain current endorsements on file with CITY. The endorsements are subject to CITY's approval. CONTRACTOR shall not cancel, reduce or otherwise modify the insurance policies required by this Section 11.

12. Cooperation. In the event any claim or action is brought against CITY relating to CONTRACTOR's performance of services rendered under this Agreement, CONTRACTOR shall render any reasonable assistance and cooperation that CITY requires.

13. Termination. Either party may terminate this Agreement for any reason without penalty or obligation on thirty (30) calendar days' written notice to the other party. CONTRACTOR shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and CONTRACTOR shall deliver all materials, reports, documents, notes, or other written materials compiled through the last working day the Agreement is in effect. Neither party shall have any other claim against the other party by reason of such termination.

14. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours or by facsimile before or during CONTRACTOR's regular business hours; or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section.

All notices shall be delivered to the parties at the following addresses:

If to CITY:

City of Norwalk

Attn: City Clerk
12700 Norwalk Boulevard
PO Box 1030
Norwalk, CA 90651-1030
Fax: (562) 929-5773

With a copy to:

City of Norwalk
Attn: James C. Parker, Director of Transportation
12700 Norwalk Boulevard
PO Box 1030
Norwalk, CA 90651-1030
Fax: (562) 929-5572

If to CONTRACTOR:

15. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, CONTRACTOR shall not discriminate against any

employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONTRACTOR shall take affirmative action to ensure that subcontractors 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.

16. Non-Assignability; Subcontracting. CONTRACTOR shall not assign or subcontract all or any portion of this Agreement, unless otherwise approved by CITY. Any attempted or purported assignment or subcontract in violation of this Section by CONTRACTOR shall be null, void and of no effect.

17. Compliance with Laws. CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement.

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

19. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

21. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between CONTRACTOR and CITY. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

[SIGNATURE PAGE FOLLOWS]

The parties, through their respective authorized representatives, are signing this Agreement on the date stated in the introductory clause.

CITY

CITY OF NORWALK

By: _____
Michael J. Egan
City Manager

ATTEST:

By: _____
Theresa Devoy, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Steven L. Dorsey
City Attorney

[CONTRACTOR NAME]

By: _____
Name:

By: _____
Name:
President/CFO

(Please note, two signatures required for corporations under California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

SECTION 6 - FORMS AND CERTIFICATIONS

[PAGE INTENTIONALLY LEFT BLANK]

LETTER OF TRANSMITTAL

CITY OF NORWALK
PURCHASING DIVISION
12700 NORWALK BLVD., ROOM 6
NORWALK, CA 90650

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 15-446, PROJECT NO. 7760
PROJECT MANAGEMENT SERVICES FOR THE TRANSPORTATION /
PUBLIC SERVICES FACILITY AND METROLINK STATION
IMPROVEMENT PROJECT

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 Norwalk 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 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 one hundred eighty (180) 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 Norwalk 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 Consultant 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 Norwalk 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 _____

Phone _____

Fax _____

Email Address _____

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:

Consultant's License No. _____

Expiration Date: _____

License Classification: _____

SCOPE OF SERVICES

The Scope of Services, Section 4, of RFP 15-446, is herein incorporated by reference.

TIME OF PERFORMANCE

PRICE SHEET

This PRICE SHEET shall be accompanied by the Proposer's RATE SHEET which shall encompass Proposer's personnel professional classification(s), subcontracted personnel (if applicable), estimated hours, rate/hr, extended amount, and total fee imperative to accomplish the services outlined in the RFP No. 15-446, Section 4 titled SCOPE OF SERVICES.

ITEM	SCOPE OF SERVICES	PRICE (Not-to-Exceed)
1	All labor, services, materials and equipment to assist the City and Construction Management with project management services, project oversight, submittal review, inspections, execution of construction change orders, review of GC pay requests, Federal Transit Administration (FTA) reporting requirements, and completion of close-out program documents as further described in all elements and tasks imperative to accomplish the project outlined in Exhibit A of RFP No. 15-446.	\$

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

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: RFP No. 15-446 Project Management Services for the
Transportation / Public Services Facility and Metrolink Station Improvement Project

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 Norwalk 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 attorneys 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: _____
(Print)

Name: _____
(Print)

By: _____
(Signature)

By: _____
(Signature)

Title: _____

Title: _____

Date: _____

Date: _____

REFERENCES

Proposers shall furnish a minimum of three (3) references of customers for which they have been the Principal or are currently the Principal for work of a similar nature to the requirements outlined in this RFP.

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Description of work, length of contract, contract value:	

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Description of work, length of contract, contract value:	

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Description of work, length of contract, contract value:	

CERTIFICATION OF NON-COLLUSION

By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any other matter relating to such prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competition; and,
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purposes of restricting competition.

Dated: _____

Company Name: _____

Signature: _____

NOTARY

Subscribed and sworn before me this _____ day of _____, 20__.

_____ My commission expires _____, 20__.

Type or Print Title

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**
(applicable to contracts \$100,000 or greater)

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

[If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party Contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.]

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

NOTE: Lower-tier Participants in this Contract (subcontractors, suppliers) are required to complete and submit identical certifications as the above to the City of Norwalk Transportation Department prior to award.

CERTIFICATION OF RESTRICTIONS ON LOBBYING

(applicable to contracts \$100,000 or greater)

I, _____, hereby certify on behalf of
(Name and title of company official)

_____ that:
(Name of company)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20__.

Signed by: _____

Type or Print Name

DESIGNATION OF SUBCONTRACTORS

(required for construction contracts)

To comply with the requirements of the California subletting and Subcontracting Fair Practices Act the Proposer shall submit with the Proposal the names and business addresses of each subcontractor who will perform work under the contract in excess of ½ of 1 percent of the amount of the total Proposal and shall list the portion of the work to be performed by each subcontractor.

Attach additional copies of this form if more space is needed.

Name and Address	License Number	DBE (Yes / No)	Description of Work/Services	Estimated Dollar Amount

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)



Roster of Certifying Agencies

Note: If you received this information on hard copy, the California Unified Certification Program Application Package is available on the website at http://www.dot.ca.gov/hq/bep/business_forms.htm.

If the firm has its principal place of business in another state and is currently certified in that state, please contact the California Department of Transportation in the Northern Cluster.

<i>Southern Cluster</i>				
Area	Counties	Certifying Agencies		
Riverside, Imperial & San Diego (RIS)	Imperial Riverside San Diego	<p><u>SUBMIT APPLICATION PACKAGE TO:</u></p> <ul style="list-style-type: none"> ➤ CITY OF LOS ANGELES ➤ LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY <p style="text-align: center;"><u>OR</u></p> <ul style="list-style-type: none"> ➤ CALIFORNIA DEPARTMENT OF TRANSPORTATION <p style="text-align: center;">SEE CONTACT INFORMATION BELOW.</p>		
Los Angeles Area	Kern Los Angeles Orange San Bernardino San Luis Obispo Santa Barbara Ventura	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> CITY OF LOS ANGELES Bureau of Contract Admin. Centralized Certification Section 1149 S. Broadway, Ste 300 Los Angeles, CA 90015 Phone: (213) 847-2684 Fax: (213) 847-2777 http://bca.lacity.org </td> <td style="width: 50%; vertical-align: top;"> LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) Diversity and Economic Opportunity Department One Gateway Plaza, MS 99-13-5 Los Angeles, CA 90012 Phone: (213) 922-2600 Fax: (213) 922-7660 www.metro.net </td> </tr> </table>	CITY OF LOS ANGELES Bureau of Contract Admin. Centralized Certification Section 1149 S. Broadway, Ste 300 Los Angeles, CA 90015 Phone: (213) 847-2684 Fax: (213) 847-2777 http://bca.lacity.org	LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) Diversity and Economic Opportunity Department One Gateway Plaza, MS 99-13-5 Los Angeles, CA 90012 Phone: (213) 922-2600 Fax: (213) 922-7660 www.metro.net
CITY OF LOS ANGELES Bureau of Contract Admin. Centralized Certification Section 1149 S. Broadway, Ste 300 Los Angeles, CA 90015 Phone: (213) 847-2684 Fax: (213) 847-2777 http://bca.lacity.org	LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) Diversity and Economic Opportunity Department One Gateway Plaza, MS 99-13-5 Los Angeles, CA 90012 Phone: (213) 922-2600 Fax: (213) 922-7660 www.metro.net			

* List of agencies subject to change

Northern Cluster

Area	Counties	Certifying Agencies	
Bay Area/ Central Valley	Alameda Amador Calaveras Contra Costa Fresno Kings Madera Marin Mariposa Merced Monterey Napa San Benito San Francisco San Joaquin San Mateo Santa Clara Santa Cruz Solano Sonoma Stanislaus Tulare Tuolumne	S.F. BAY AREA RAPID TRANSIT DISTRICT (BART) Office of Civil Rights 300 Lakeside Drive 18 th Floor Oakland, CA 94612 Phone: (510) 464-6195 Fax: (510) 464-7587 www.bart.gov CITY OF FRESNO DBE Program 2101 G Street, Building A Fresno, CA 93706 Phone: (559) 621-1153 Fax: (559) 488-1069 www.fresno.gov SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA) Office of Small & Disadvantaged Businesses 3331 North First Street, Bldg. A San Jose, CA 95134-1906 Phone: (408) 321-5962 Fax: (408) 955-9729 www.vta.org CENTRAL CONTRA COSTA TRANSIT AUTHORITY (CCCTA) Office of Civil Rights 2477 Arnold Industrial Way Concord, CA 94520-5327 Phone: (925) 676-1976 Fax: (925) 686-2630 www.cccta.org	SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY (SFMTA) Contract Compliance Office 1 S. Van Ness Avenue, 6th Floor San Francisco, CA 94103 Phone: (415) 701-4436 Fax: (415) 701-4347 www.sfmuni.com SAN MATEO COUNTY TRANSIT DISTRICT (SAMTRANS)/ PENINSULA CORRIDOR JOINT POWERS BOARD (CALTRAIN) DBE Office 1250 San Carlos Avenue San Carlos, CA 94070 Phone: (650) 508-7939 Fax: (650) 508-7738 www.samtrans.com
Northern California	Alpine Butte Colusa Del Norte El Dorado Glenn Humboldt Inyo Lake Lassen Mendocino Modoc Mono	Nevada Placer Plumas Sacramento Shasta Sierra Siskiyou Sutter Tehama Trinity Yolo Yuba	CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) Office of Business and Economic Opportunity MS 79 1823 - 14 th Street Sacramento, CA 95814 Phone: (916) 324-1700 or (866) 810-6346 Fax: (916) 324-1862 www.dot.ca.gov YOLO COUNTY TRANSPORTATION DISTRICT (YOLOBUS) DBE Programs 350 Industrial Way Woodland, CA 95776 Phone: (530) 661-0816 Fax: (530) 661-1732 www.yolobus.com

* List of agencies subject to change