



**REQUEST FOR PROPOSAL (RFP) NO. 15-442**

**FOR**

**PARATRANSIT USER SIDE SUBSIDY TRANSPORTATION PROGRAM  
AND ADVANCED RESERVATION  
DIAL-A-RIDE (DAR) / SUBSCRIPTION SERVICE**

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

**RFP RELEASE: MONDAY, JANUARY 26, 2015  
PRE-PROPOSAL CONFERENCE: MONDAY, FEBRUARY 9, 2015  
SUBMISSION OF QUESTIONS: THURSDAY, FEBRUARY 12, 2015  
PROPOSAL DUE: FRIDAY, MARCH 6, 2015**

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## NOTIFICATION TO PROPOSERS

The City of Norwalk ("City") invites proposals from qualified and experienced transportation providers ("prospective Contractors") to provide Paratransit User Side Subsidy Transportation Program services to qualified senior citizens and disabled residents of the cities of Norwalk and Santa Fe Springs for trips to medical, dental and non-medical locations within a certain geographical boundary.

In addition, the City requests proposals for the complete management and operation of the Norwalk Transit System (NTS) Advanced Reservation Dial-A-Ride (DAR) / Subscription Service for City of Norwalk senior citizens and disabled residents. Contractors may submit proposals on the Paratransit User Side Subsidy Transportation Program and/or the Advanced Reservation Dial-A-Ride (DAR) / Subscription Service. If Contractor elects to submit proposals on both services, each proposal must be presented separately and the City of Norwalk Department of Transportation shall have the right to consider each proposal independently during the evaluation process.

Comments regarding this RFP must be submitted in writing and directed to the designated contact person in the Purchasing Division referenced in this RFP. Only substantive inquiries will receive a response. Responses will be in writing and will be provided to all prospective Contractors. Responses to questions or comments provided by any other department, employee, or City of Norwalk office concerning this RFP shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone, or in-person will not receive a response.

The Contractor will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations. The City of Norwalk hereby notifies all prospective Contractors that the City will require each Contractor to 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 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 accept or reject any or all Proposals, and further reserves the right to waive information, informalities, and/or minor irregularities to the extent permitted by law in any Proposal received where such action best serves the interest of the City and to be the sole judge of the merits of the respective Proposals received

DATE: JANUARY 26, 2015

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 15-442

TITLE: PARATRANSIT USER SIDE SUBSIDY TRANSPORTATION PROGRAM AND ADVANCED RESERVATION DIAL-A-RIDE (DAR) / SUBSCRIPTION SERVICE

The City of Norwalk ("City") invites proposals from qualified and experienced transportation providers ("prospective Contractors") to provide Paratransit User Side Subsidy Transportation Program services to qualified senior citizens and disabled residents of the cities of Norwalk and Santa Fe Springs for trips to medical, dental and non-medical locations within a certain geographical boundary.

In addition, the City requests proposals for the complete management and operation of the Norwalk Transit System (NTS) Advanced Reservation Dial-A-Ride (DAR) / Subscription Service for City of Norwalk senior citizens and disabled residents. Contractors may submit proposals on the Paratransit User Side Subsidy Transportation Program and/or the Advanced Reservation Dial-A-Ride (DAR) / Subscription Service.

If Contractor elects to submit proposals on both subjects, the proposals including the work plan and cost breakdown must be presented separately. However, only one set of responses to general information is required.

The proposed agreement period for the Paratransit User Side Subsidy Transportation Program and/or the Advanced Reservation Dial-A-Ride (DAR) / Subscription Service shall be for three (3) years commencing on July 1, 2015 through June 30, 2018. The City will review the Contractor's performance on an annual basis and, upon mutual agreement, may extend the Agreement for two (2) additional one (1) year extensions for a total term of five (5) years.

**Background: City of Norwalk.**

The City of Norwalk is located seventeen (17) miles southeast of Los Angeles. Norwalk encompasses 10.5 square miles and is primarily a residential community composed of middle and low-income families. Census bureau and State Employment Department data indicate that 14.2 percent of the City's 106,700 residents are over the age of 60, and 45 percent are identified as transit dependent. In addition, 3.6 percent of Norwalk's residents are physically disabled, and 12.27 percent live below poverty level.

**Background: Paratransit User Side Subsidy Transportation Program.**

In 1996, NTS began contracting with a taxicab company for the provision of late evening weekday Dial-A-Ride taxicab voucher transportation service between the hours of 7:00 p.m. and 10:45 p.m. for senior citizens and disabled residents.

In 2003, the taxicab voucher service was expanded further to eligible residents by offering subregional inter-jurisdictional weekday service operating between the hours of 7:00 a.m. to 7:00 p.m. for trips to medical facilities located in surrounding cities; including the cities of Bellflower, Downey, Lakewood, and Whittier.

Also, in an effort to facilitate implementation of the Southeast Area Bus Restructuring Study recommendations, NTS formed a Transportation Management Association (TMA) and Coalition with the cities of Whittier and Santa Fe Springs in 2005. At the same time, the taxicab voucher service was expanded to include eligible City of Santa Fe Springs residents to use the taxi voucher service for trips to medical facilities within the cities of Bellflower, Downey, Lakewood, Norwalk, Pico Rivera, Santa Fe Springs and Whittier.

Currently, the taxicab voucher service is provided through a taxicab contractor. However, City of Norwalk procurement policy requires that a solicitation for these services be conducted that does not preclude qualified non-taxi transportation providers from proposing on this service. It is anticipated the voucher system will continue to be used to subsidize the users for inter-jurisdictional medical and non-medical trips. Each voucher has a specific face value and is sold by each City to their eligible riders.

### **Background: Advanced Reservation Dial-A-Ride (DAR) / Subscription Service.**

The City of Norwalk initiated a public Advanced Reservation demand-responsive service for persons with disabilities on November 1, 1974. Today, the NTS Dial-A-Ride provides curb-to-curb service for trips taken within the City of Norwalk utilizing lift-equipped accessible vans. NTS changed from a transportationally disabled service to an elderly and disabled service in 2002.

The Advanced Reservation Dial-A-Ride service is restricted to residents of Norwalk who are either 60 years of age and older or are physically disabled, regardless of age. The service operates on weekdays between 7:00 a.m. and 7:00 p.m., and on weekends from 9:00 a.m. to 5:30 p.m. Vans are used to provide service during regular operating hours.

NTS has continuously expanded Advanced Reservation DAR program since the inception of the original Dial-A-Ride service. In 1994 NTS began including the Norwalk Senior Center and Social Service Center Nutrition Program to Advanced Reservation Dial-A-Ride patrons on a subscription basis. The Nutrition Van service is for registered riders of Norwalk Transit's Dial-A-Ride Program. The vans provide weekday service to and from the Norwalk Social Service Center, located at 11929 Alondra Blvd.; and the Norwalk Senior Center, located at 14040 San Antonio Blvd. on a service route that makes designated stops at each senior citizen's residence. Passengers may request to be picked up or dropped off along the route at designated shopping centers in Norwalk. Currently, the DAR program is administered through a contractor.

### **Instructions**

A pre-proposal conference will be held on Monday, February 9, 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 12, 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 Friday, March 6, 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 Contractors 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 four (4) copies of their proposal clearly marked as follows:

*City of Norwalk Purchasing Division  
Room 6, 12700 Norwalk Blvd., Norwalk, CA 90650  
RFP No. 15-442 Paratransit User Side Subsidy Transportation Program; or RFP No. 15-442 Advanced Reservation Dial-A-Ride (DAR) / Subscription Service*

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 Contractors that the City will require each Contractor 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 reserves the right to reject any or all proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received, to the extent permitted by law and where such action best serves the interest of the City and to be the sole judge of the merits of the respective proposal received.

The City of 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](mailto: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](http://www.justice.gov)

Issued by:

CITY OF NORWALK  
Purchasing Division

/s/Darlene Mena  
Buyer

## ESTIMATED SCHEDULE OF EVENTS

- |                                |                                                |
|--------------------------------|------------------------------------------------|
| 1. Monday, January 26, 2015    | REQUEST FOR PROPOSAL (RFP) RELEASE             |
| 2. Monday, February 9, 2015    | PRE-PROPOSAL CONFERENCE                        |
| 3. Thursday, February 12, 2015 | LAST DAY FOR SUBMISSION OF QUESTIONS           |
| 4. Monday, February 23, 2015   | RESPONSE TO QUESTIONS                          |
| 5. Friday, March 6, 2015       | PROPOSAL DUE DATE                              |
| 6. Week of March 23, 2015*     | INTERVIEWS HELD WITH<br>SHORT-LIST CONSULTANTS |
| 7. Tuesday, April 21, 2015*    | CITY COUNCIL APPROVAL                          |
| 8. Wednesday, July 1, 2015*    | PROJECT START DATE                             |

\* *Tentative Dates*

## PROPOSAL SUBMISSION CHECKLIST

### PARATRANSIT USER SIDE SUBSIDY TRANSPORTATION PROGRAM

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 four (4) copies)	IP.1	
2	Letter of Transmittal	IP.8	
3	Licensing, Permits and Taxes	GC.7	
4	Insurance – Statement by Proposer	GC.19	
5	Price Sheet	Exhibit E	
6	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit G	
7	References	Exhibit I	
8	Certification of Non-Collusion	Exhibit J	
9	Certification of Primary Participant Regarding Debarment, Suspension and other Responsibility Matters	Exhibit K	
10	Certification of Restrictions on Lobbying	Exhibit L	
11	Designation of Subcontractors	Exhibit M	
	<b>OPTIONAL ITEMS</b>		
12	Requests for exceptions or deviations.	IP.1	

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

## PROPOSAL SUBMISSION CHECKLIST

### ADVANCED RESERVATION DIAL-A-RIDE (DAR) / SUBSCRIPTION SERVICE

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 four (4) copies)	IP.1	
2	Letter of Transmittal	IP.8	
3	Licensing, Permits and Taxes	GC.7	
4	Insurance – Statement by Proposer	GC.19	
5	Price Sheet	Exhibit F	
6	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit H	
7	References	Exhibit I	
8	Certification of Non-Collusion	Exhibit J	
9	Certification of Primary Participant Regarding Debarment, Suspension and other Responsibility Matters	Exhibit K	
10	Certification of Restrictions on Lobbying	Exhibit L	
11	Designation of Subcontractors	Exhibit M	
	<b>OPTIONAL ITEMS</b>		
12	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 Friday, March 6, 2015, via U.S. Mail, FedEx, UPS or courier or in person. The envelope(s) / package(s) must be clearly marked "RFP No. 15-442, Paratransit User Side Subsidy Transportation Program"; or "RFP No. 15-442, Advanced Reservation Dial-A-Ride (DAR) / Subscription Service." Hard copy (printed) submittal of the Proposal documents are required. Respondents to this RFP must submit the original and four (4) copies of their Proposal to:

*City of Norwalk Purchasing Division  
12700 Norwalk Blvd., Room 6. Norwalk, CA 90650*

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 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:**

- SECTION 1 - INSTRUCTIONS TO PROPOSERS**
- SECTION 2 - GENERAL TERMS AND CONDITIONS**
- SECTION 3 - FEDERAL PROVISIONS**
- SECTION 4 - GENERAL REQUIREMENTS**
- SECTION 5 - SCOPE OF WORK/SPECIFICATIONS FOR PARATRANSIT USER SIDE  
SUBSIDY TRANSPORTATION PROGRAM**
- SECTION 6 - SCOPE OF WORK/SPECIFICATIONS FOR ADVANCED RESERVATION  
DIAL-A-RIDE (DAR) / SUBSCRIPTION SERVICE**
- SECTION 7 - FORM OF CONTRACT (SAMPLE) FOR PARATRANSIT USER SIDE  
SUBSIDY TRANSPORTATION PROGRAM**
- SECTION 8 - FORM OF CONTRACT (SAMPLE) FOR ADVANCED RESERVATION  
DIAL-A-RIDE (DAR) / SUBSCRIPTION SERVICE**
- SECTION 9 - FORM OF CONTRACT (SAMPLE) BAILMENT AGREEMENT**

Proposals shall be typed, single-spaced and submitted on 8½"x11" paper presented in a 3-ring binder. 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 11:00 a.m., Thursday, February 12, 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. 15-442". 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 or Article 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 I.

**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.

The Letter of Transmittal found herein in Section 10 shall be submitted with each Proposal.

**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 TAXI CAB OWNERS PERMIT (IF APPLICABLE)**

If Contractor is submitting a proposal on the Paratransit User Side Subsidy Transportation Program and they are currently operating with taxicabs, Contractor must provide a copy of a valid Taxicab Owners Permit from the City to operate taxicabs in the City in accordance with the provisions of Norwalk Municipal Code Section 5.56.250 prior to operation in City, or if Contractor does not already have an established taxicab service in the City, a copy of a completed application is required to be submitted with the proposal. Owner's Permit applications are available at the City's Finance Department.

Contractor is responsible for obtaining all additional owner's permits, or approved equivalent, in cities in which the Paratransit User Side Subsidy Transportation Program extends to prior to the operation in those cities; costs shall be the burden of the Contractor. Cities are further described in Exhibit B.



**IP.12 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.13 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.14 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.15 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.16 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.17 PRICE SHEET**

Each Proposal shall itemize the unit and extended price for each line item indicated on the price sheets. The total price shall include all things necessary for completion of all work indicated in the specification/scope of work included herein.

**IP.18 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.19 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.20 PROPOSAL EVALUATION CRITERIA**

The contract(s) 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(s) is/are deemed to be responsive as it relates to conformity with technical approach and requirements of the solicitation. The responsible Proposer(s) must possess the ability, experience, and integrity to perform successfully under the terms and conditions of the contract. 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.

Proposals 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.

**1. Qualifications, Operating Policies & Procedures, Methodology & Practices: 20%**

- a. Demonstration that the Proposer is a transportation organization experienced in the provision of transportation services for a minimum of five (5) years; and description of proprietorship.
- b. Knowledge of the service area associated with the scope of work and demonstrated ability to service the cities through a calculated work plan.
  - i. Service Planning.
  - ii. Contractor’s current operating capacity and how the City of Norwalk could potentially affect its operation.
- c. Relevant experience and references with contracts possessing the same capacity and ability to perform the required services as it relates to a Paratransit Dial-A-Ride (DAR) Program and/or Advanced Reservation Dial-A-Ride (DAR) Subscription Service.

- d. Description of the performance standards the Contractor has established for its contract operations.
- e. Description of workforce of who will be performing the service (i.e. company employee drivers, independent contractors, licensed subcarriers, or a combination of types).
- f. Quality of reporting competencies.
  - i. Incident/Accident Reporting.
  - ii. Customer Complaint Resolution.
- g. Thoroughness of Contractor operating policies and procedures.
- h. Methodology as it relates to "industry best practices" and the comparison to the Contractor's methods to other similar competitors.
- i. Fare collection process.
- j. Passenger pickup/destination logs.
- k. Use of "back-up" vehicles and/or subcontractors.
- l. Practices by demonstration of Contractor's comprehension of the RFP through practices of training programs, drug and alcohol programs, anti-harassment training, performance measures, internal quality assurance oversight controls, preventative and maintenance programs, FTA and NTD reporting, etc.
  - i. Personnel development.
  - ii. Ongoing Operator/Driver Training.
  - iii. New Hire Training
  - iv. Maintenance Training.
  - v. Supervisor Training.
  - vi. Sensitivity Training.
  - vii. Personnel Attire.
- m. Description of how the Contractor has addressed "Cure Notices" or other written notices regarding poor/unsatisfactory performance in the past three (3) years.
  - a. Accomplishments and shortcomings.
- n. Description of how the Contractor would facilitate and manage the transition from the current provider to the new provider of services.
  - a. Historical experience.
  - b. Accomplishments and shortcomings.
  - c. Proposed Transition Plan
- o. Proposal shall illustrate how the Paratransit User Side Subsidy Transportation Program and/or the Advanced Reservation Dial-A-Ride (DAR) / Subscription Service would be conducted from the initial customer telephone request through invoicing the City.

**2. Administrative and Management Personnel:**

**20%**

- a. Proposal shall include a plan that describes in detail the performance and function of all personnel. An essential component of this plan shall be a list of positions necessary to support the provision of the Paratransit Dial-A-Ride (DAR) Program and/or Advanced Reservation Dial-A-Ride (DAR) Subscription Service.
- b. Organizational structure in terms of its effective use of personnel and time commitment of Project Management; organization chart.
- c. Number of personnel supporting contract and list of certifications/qualifications held by specific job classifications and any existing labor contract provisions that may restrict contractor performance and/or contractor compliance.
  - i. Certification Training.
- d. Proposal shall describe all management personnel and their associated tasks necessary for the project including: schedule adherence checks, complaint investigation and response, report writing, and training. In addition, the plan should include a list of all positions necessary to meet those requirements.
- e. Description of Management personnel, their background/experience, assigned tasks to contract, and responsibility.

**3. Employment Process:**

**20%**

- a. Physical Examinations Practices. Proposal shall include a description of any general pre-employment physical examination required by the Contractor.
- b. Firm's Employee Standards. Proposal shall include a brief description of the Contractor's hiring and disciplinary practices, including a description of employee training, counseling, and disciplinary procedures. Give a brief description of the contents of the firm's employee manual and state the ways in which this document applies to the Paratransit Subsidy Program.
- c. Personnel Policies and Procedures. Proposal shall include a description of the Contractor's personnel policies and procedures regarding, at a minimum: reimbursement for sick leave; holiday and vacation pay; wage scales; overtime policy; and family leave. Contractor's personnel policies shall be in conformance with all applicable State and Federal laws.
- d. Hiring, Training and Supervision of Drivers. Describe recruiting and hiring practices to ensure the availability of qualified drivers. Include a description of any driver incentive programs or other mechanisms to enhance driver performance. Due to the critical importance of customer relations training for drivers, Contractor to provide a detailed description of their proposed driver training program. The proposed training program shall at minimum include the following areas:
  - i. Safe vehicle operations
  - ii. Operation and usage of radios and other vehicle equipment
  - iii. Defensive driving
  - iv. Customer relations

- v. Sensitivity training
  - vi. Working with mobility assisted devices
  - vii. Knowledge of service area frequent destinations and street network
  - viii. Map reading
  - ix. Fare collection
- e. Hiring, Training and Supervision of Personnel involved in Customer Service Functions: Reservations, Scheduling and Dispatch. Describe recruiting and hiring practices to ensure the availability of qualified reservationists, schedulers and dispatchers. Describe the number of hours and type of training proposed for the personnel. Include a description of any employee incentive programs or other mechanisms to enhance personnel performance.
- f. Hiring, Training and Supervision of Mechanics. Describe recruiting and hiring practices to ensure the availability of qualified mechanics. Describe the number of hours and type of training proposed for mechanics. Include a description of any employee incentive programs or other mechanisms to enhance personnel performance.
- g. California Department of Motor Vehicles (DMV) "Pull Notice" Practices. Proposal shall include a description of how employees and prospective employees are screened with respect to holding a valid driver's license for the type of vehicle to be driven; how often DMV checks are made on existing employees with respect to driving infractions, outdated licenses, failure to appear, etc. State the firm's standards regarding drivers' records, and what steps are taken with those who do not meet those standards.
- h. Established Accident/Emergency Procedures. Proposal shall include a description of the procedures the Contractor has established to address the needs of passengers (particularly the frail, senior citizen and disabled) in emergency situations (*i.e., vehicle accident, patron injury or on-board illness, earthquake, fire or related physical episodes*) and a statement of how these procedures are conveyed to the drivers. Also included shall be a copy of formalized written instructions the firm has established outlining the duties of a driver following an accident.
- i. Safety and Training. Proposal shall include a description of a comprehensive safety plan that the Contractor has adopted and that demonstrates the Contractor's commitment to safe transportation. The training plan must have a minimum of sixty (60) hours of new-hire orientation and driver training in the following areas: vehicle handling and safety; defensive driving techniques; emergency first aid; cardiopulmonary resuscitation; passenger assistance and handling; empathy/sensitivity training, mobility device securement, and customer service training. Drivers must receive this training before assignment to a vehicle or within sixty (60) days of hire. The City also requires ongoing training for office personnel and the Project Manager. This training shall consist of more than just attendance at regularly scheduled safety meetings and corporate management meetings. The Contractor shall provide a written policy statement in its employee handbook or manual that stresses the important of employee customer service and interaction with patrons (*i.e., answering telephone calls promptly, conveying a friendly attitude, and providing a quick response to requests for service or information*).

**4. Cost Effectiveness: 15%**

The proposal requires firm costs including maintenance, fuel, personnel and all other costs. The proposed costs, as provided in the proposal form, will be evaluated as the Contractor's most favorable terms and conditions. In the proposal, the Contractor must provide a summary of justification on how the costs were achieved and must provide a contingency plan as it relates to foreseeable increases in the following, but not limited to: fuel, labor costs, insurance, etc.

**5. Facilities, Resources and Equipment Maintenance: 15%**

- a. Description of the facility in detail, including the size of vehicle storage area for Paratransit Subsidy Program and/or the DAR service operations, dispatch area, office space, vehicle maintenance, and fueling and washing facilities. Proposal shall indicate other services, if any, which are conducted within the same facility.
- b. Address(es) of the proposed facility(ies) for the Paratransit Subsidy Program and/or the DAR service.
- c. Quality of proposed operating facilities including dispatch systems and communication equipment, maintenance facility and condition of equipment.
  - i. Operations Record Keeping.
  - ii. Maintenance Record Keeping.
- d. Description of Contractor's response to preventive maintenance program, quality assurance programs, road-calls, vehicle repairs, technical certifications of personnel, technological equipment as it relates to maintenance, dispatch, etc.
  - i. Cost effective solution to manage parts level.
  - ii. Vehicle cleanliness.
  - iii. Sample reportings and sample vehicle inspection sheets are to be included.

**6. Financial Stability: 10%**

- a. Proposal shall include a detailed company portfolio including the company's financial viability within the past three (3) years, credit references, on-going projects and all pending litigations which the company may be directly or indirectly involved.
- b. Proposer shall be free of liens and encumbrances that could potentially affect a contract with City of Norwalk.

**IP.21 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 2013/14 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. The agreement for the Advanced Reservation Dial-A-Ride (DAR) / Subscription Service includes execution of a Bailment Agreement.

**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**

All Proposals and prices set forth therein shall be deemed to include applicable taxes. The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses, permits or special taxes shall be the responsibility of the successful Proposer. The successful Proposer is liable for any and all taxes due as a result of the contract. The awarded Proposer is to obtain necessary City of Norwalk licenses.

Proposer shall submit copies within Proposal technical certifications, appropriate licenses from all federal, state, and local governments. Proposal shall describe which postings are in public view.

**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 H and Exhibit I. Contractor's covenant under this Section and Exhibit H and Exhibit I 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 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 reprourement expense obligation by Proposer shall be limited to the excess over the price specified herein for such items or services.

#### **GC.16 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 10<sup>th</sup> 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.17 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.19 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:

##### **Paratransit User Side Subsidy Transportation Program**

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.

**Advanced Reservation Dial-A-Ride (DAR) / Subscription Service**

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:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$1,000,000 Per Occurrence \$5,000,000 Annual Aggregate
Automobile Liability	\$5,000,000 Per Accident
Workers compensation	Statutory limits

(1) Broad-form commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) and Five Million Dollars (\$5,000,000) in the annual aggregate coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by successful Contractor, its officers, employees, agents, and independent contractors in performance of services under the Agreement;

(2) Automobile liability insurance for all vehicles identified in Exhibit D – Vehicle Inventory for Advanced Reservation Dial-A-Ride (DAR) / Subscription Service, with minimum combined single limits coverage of Five Million Dollars (\$5,000,000) per accident. Contractor shall maintain comprehensive and collision insurance coverage for all vehicles identified in Exhibit D – Vehicle Inventory for Advanced Reservation Dial-A-Ride (DAR) / Subscription Service.

(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.20 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.21 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.22 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.23 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  
Federal Provisions  
General Conditions  
Scope of Work/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.24 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 Contractor 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 Project Manager decides that the facts justify it, the Project Manager may receive and act upon a change proposal submitted before final payment of the contract.

If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Project Manager 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 Contractor from proceeding with the contract as changed.



## 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 - GENERAL REQUIREMENTS

The following are general requirements are applicable for the Paratransit User Side Subsidy Transportation Program, hereinafter after referred to as "Paratransit Subsidy Program", for the City of Norwalk, hereinafter referred to as "CITY", and the City of Santa Fe Springs, hereinafter after referred to as "SFS", and the Advanced Reservation Dial-A-Ride (DAR) / Subscription Service, herein after referred to as "DAR" service, for the CITY.

**1. Regulations.** CONTRACTOR shall adhere to the local, state and government guidelines set forth for programs analogous to the Paratransit Subsidy Program and/or DAR service. Further guidance is set forth by the Federal Transit Administration (FTA) Title 49, Part 37, Transportation Services for Individuals with Disabilities (ADA).

All guidelines in the 'Norwalk Transit System (NTS) Operating Policies and Procedures Manual' Section 7 "Dial-A-Ride", shall apply to the DAR service. At its discretion, the CITY reserves the right to modify and/or delete any policy or procedure from aforementioned Manual. Copy of Manual shall be provided to the awarded CONTRACTOR.

### **2. Staffing.**

a. CONTRACTOR shall provide all necessary management and administrative personnel whose expertise, experience and responsiveness shall ensure efficient operation of the Paratransit Subsidy Program and DAR service described herein.

b. CONTRACTOR shall assume provision of a service level at least equivalent to the existing service.

c. CONTRACTOR shall furnish all facilities, equipment, supplies and services required in the operation unless otherwise specifically identified in the RFP.

d. Service shall be managed by the CONTRACTOR in accordance with CITY and SFS policies and procedures and within the parameters established by the CITY and SFS.

e. The Paratransit Subsidy Program includes funding from the CITY's Proposition A and C Local Return funds; and other subsidies. Therefore, CONTRACTOR shall agree to comply with any conditions required by the City of Norwalk and the Los Angeles County Metropolitan Transportation Authority (METRO).

2.1 Personnel. CONTRACTOR shall notify the CITY in writing when new hires or reassignments of project personnel. CITY shall be notified regarding any changes in the proposed personnel duties or hours that deviate from the original proposal. CONTRACTOR's personnel changes include the following positions or equivalent: Project Manager, Account Manager, Assistant Manager, Maintenance Manager, Data Managers or Analyst(s).

2.2 Drivers. CONTRACTOR's drivers shall meet the following minimum qualifications:

2.2.1 Paratransit Subsidy Program and/or DAR service - CONTRACTOR shall be legally permitted to operate in the CITY and SFS or in a jurisdiction with licensing standards accepted by these cities.

2.2.2 Be alert, clean, careful, courteous, sober, drug free and competent in their driving skills.

2.2.2.1 Driver Attire.

2.2.2.1.1 Paratransit Subsidy Program – Driver shall be dressed in company uniform that is conservative and safe (i.e., shirt, long pants, no open-toed sandals, no tank tops). Driver attire is subject to approval by CITY Department of Transportation. At a minimum, the attire will include color-coordinated shirts and pants and identification of the CONTRACTOR and the employee name.

2.2.2.1.2 DAR service – CITY will not provide uniforms for the DAR drivers. The burden of uniform purchase is the sole responsibility of the CONTRACTOR. The uniform choice shall be coordinated and approved by the CITY Director of Transportation or designee and CONTRACTOR.

2.3 Data Analyst (or equivalent). A Data Analyst (or equivalent) employed by the CONTRACTOR is required for this project. The CONTRACTOR shall ensure that a resource is available to prepare data, forms, and/or reports. Data Analyst shall be proficient in the preparation of such documents with an emphasis on the highest level of accuracy and reliability. The Data Analyst shall have previous experience preparing National Transit Database (NTD) reports.

**3. Operations Management.** Management of the day-to-day operations of the Paratransit Subsidy Program and DAR service shall be vested in the CONTRACTOR. At all times during hours of operation, there shall be sufficient knowledgeable personnel to cover operational and management aspects of the program, including drivers, office personnel, dispatchers and management staff.

**4. Project Manager.**

a. CONTRACTOR shall provide a dedicated Project Manager, who shall oversee the proper operation of the Paratransit Subsidy Program and/or DAR service.

b. The Project Manager shall be a responsible, caring individual with empathy for the disabled and senior citizens who utilize the Paratransit Subsidy Program and/or DAR services.

c. The Project Manager shall be aggressive in their approach to problem solving, self-motivated, and a proven manager in transit or Paratransit operations. The Project Manager shall be competent in all areas of service provision.

d. The designated individual shall be available by telephone during all operating hours to make decisions, supervise staff and provide coordination as necessary.

e. The Project Manager shall be required to attend regular meetings with CITY and/or SFS staff to determine contract compliance, adherence to performance standards, to troubleshoot problem areas, and to discuss operations, marketing and promotional activities.

f. The CITY reserves the right to remove the Project Manager, at its discretion, and require that the CONTRACTOR replace said individual with another Project Manager who is acceptable to the CITY. Should CONTRACTOR have a need to replace the Project Manager, CONTRACTOR

shall identify the proposed Project Manager and provide a detailed resume thirty (30) days in advance of the replacement date.

**5. Administration of Services.** CONTRACTOR shall provide all necessary administrative personnel whose expertise, experience and responsiveness shall ensure efficient operation of the Paratransit Subsidy Program and/or DAR service described herein. Service shall be managed by the CONTRACTOR in accordance with CITY and SFS policies and procedures and within the parameters established by CITY and SFS.

5.1 Adjustment to Service. It is probable that the Paratransit Subsidy Program and/or DAR service will be adjusted at some future time by the CITY and/or SFS. Adjustments may include, but are not limited to, expanding or decreasing service hours or days of service, or increasing or decreasing service areas, adjusting fares, or changing reservation requirements. CONTRACTOR is required to make changes as requested within thirty (30) calendar days of the receipt of notice by CITY and/or SFS. If CONTRACTOR cannot or elects not to make the changes requested, or costs cannot be agreed on, the CITY shall have the option of terminating the contract.

5.2 Record Keeping and Reporting.

a. As a part of the management and administration of the Paratransit Subsidy Program and DAR Service, the CONTRACTOR shall be required to maintain all project records for good business practices or as required by the CITY, SFS, METRO and State and Federal laws and regulations. The CONTRACTOR shall provide monthly operating data to CITY in order to meet the NTD reporting requirements. All personnel including safety sensitive employees must provide copies of valid California Department of Motor Vehicle driving licenses, medical certifications, pull notices and relevant training certificates for the drivers must be copied and send to Norwalk Transit System (NTS) within thirty (30) days of starting services.

b. All reporting documents shall be produced accurately and in a timely manner as indicated herein on a monthly basis as required by the CITY, and at the frequency established by the CITY. These reports shall be submitted in a form compatible with the existing format. The CONTRACTOR shall submit additional written reports as requested by the CITY for specific purposes. Reports shall include, but are not limited to: monthly statistical reports that include; ridership by time of day; and drivers' logs and dispatch logs for dates requested for the purpose of documenting on-time performance standards.

5.3 Incident Reports. All drivers shall be required to complete "Incident Reports" arising out of any unusual occurrences during service. Such reports must be submitted to CITY or SFS Customer Service review within forty-eight (48) hours and shall be submitted after incidents such as, but not limited to: disputes with passengers, passenger complaints, passenger injury, illness or misconduct, or situations that do not follow established CITY or SFS policies.

5.4 Accident Reports. All patron and vehicle accidents shall be reported to CITY or SFS Dispatch Office by telephone immediately during normal business hours and not later than 8:00 a.m. the following day (regardless of the amount of damage or lack thereof) and a police report must be immediately obtained from law enforcement agency that responded to accident. The CONTRACTOR shall submit written Accident Reports to the CITY or SFS within twenty-four (24) hours of any accident.

5.5 Inspection of Operational Records. The CITY reserves the right to audit all of the



CONTRACTOR's operational records related to the Paratransit Subsidy Program and Advanced Reservation Dial-A-Ride / Subscription Service.

5.6 Management Reports. The CONTRACTOR shall furnish a report, by cities, with each month's billing giving standard boarding, trip information in terms of miles and hours, number of vouchers used, and meter cost and other statistics. The number of trips shall be reported separately from the number of riders transported. The CONTRACTOR shall furnish additional reports at CITY or SFS request.

5.7 Monitoring Customer Satisfaction. The CITY or SFS may from time to time conduct a survey of passengers to determine satisfaction with the service and collect information that could suggest service improvements. CONTRACTOR's drivers may be asked to distribute and collect surveys from passengers.

5.8 Criticism and Initiative. The CONTRACTOR shall work closely with the CITY and SFS to make the service as responsive, cost effective, and complaint-free as possible. The CONTRACTOR to observe the Paratransit Subsidy Program with a critical eye and suggest changes that will improve any and all aspects of the service, including CITY and SFS administrative practices.

5.9 Complaints. CITY and SFS Customer Service staff will be responsible for receiving and logging complaints and citizen concerns/suggestions, and shall forward copies of comments to CONTRACTOR for resolution. The CONTRACTOR shall respond to all complaints within five (5) working days of the date the complaint/comment is received by CITY or SFS. The response shall be on a form provided by the CITY or SFS, which specifically addresses the complaint as received from the complainant. The completed form shall be submitted to CITY or SFS Customer Service designee. CONTRACTOR shall investigate the complaint by collecting pertinent information and derive at a resolution. CITY reserves the right to exclude any of CONTRACTOR's employees or drivers from participating in the Paratransit Subsidy Program due to findings relating to a complaint or service issue.

## **6. Personnel Practices.**

6.1 Fair Employment Practices. The CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, gender, age or physical disability in the performance of any Agreement with the CITY or SFS, and shall comply with the provisions of the State Fair Employment Practices Act, the Federal Rights Act of 1964 and all amendments thereto, and the Americans with Disabilities Act of 1990. Proposal shall include a brief statement of intent to comply with the aforementioned laws.

### **6.2 Drug and Alcohol Compliance.**

6.2.1 The CONTRACTOR shall comply with the CITY's mandatory controlled substance and alcohol testing certification program for taxicab drivers adopted in accordance with the provisions of California Government Code Section 53075.5 (b)(3)(A). Additionally, the CITY, as a grantee of the United States Department of Transportation (USDOT) requires compliance with Federal Transit Administration (FTA) drug and alcohol testing rules, including, without limitation, Title 49 of the Code of Federal Regulations (CFR), Part 655 (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations) and Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs) and CONTRACTOR shall comply with the FTA's drug and

alcohol testing rules.

6.2.2 As used in this section, "safety-sensitive" functions are defined as follows:

- i) Operating a revenue service vehicle, even when not in revenue service;
- ii) Operating a non-revenue service vehicle, when it is required to be operated by a Commercial Driver's License (CDL) holder;
- iii) Controlling dispatch or movement of a revenue service vehicle;
- iv) Maintaining (including repairs, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service;
- v) Carrying a firearm for security purposes.

Note: Any supervisor who performs, or may be required to perform any of the functions listed above is also considered a safety-sensitive employee.

CONTRACTOR has the responsibility to review and analyze all job functions within the company to determine which job classifications are considered "safety-sensitive".

CONTRACTOR must certify that it has or will establish and implement a drug and alcohol testing program in accordance with the requirements of 49 CFR Part 40 and Part 655.

CITY must certify annual compliance to FTA and shall provide assistance to CONTRACTOR in completing annual Management Information Systems (MIS) reports, therefore, the CONTRACTOR shall comply with the following:

6.2.3 CONTRACTOR shall provide annual statistical reports, using the applicable forms required by the FTA, (*for the year ending in December*) to the CITY, by February 15 of each year. These reports include training records and statistics for all of the following required types of tests:

- i) Pre-Employment
- ii) Random
- iii) Post – Accident
- iv) Follow-up
- v) Return to Duty

6.2.4 On Pre-Employment tests, CONTRACTOR shall provide the CITY with a complete list of covered employees with negative pre-employment test results, completed USDOT Federal Custody and Control Form (CCF). Results of testing shall be made available to the CITY upon request.

6.2.5 CONTRACTOR shall retain the following records for a five (5) year period:

- i) Verified Positive Drug screen results
- ii) Alcohol Test Records of 0.02 or greater
- iii) Documentation of Refusal to take a required drug or alcohol test
- iv) Documentation of employee disputes
- v) Evidential Breath Device calibration documentation

- vi) Employee evaluation and referrals
- vii) Annual MIS reports

6.2.6 CONTRACTOR shall retain the following records for a period of three (3) years:

- i) Information obtained through previous employer record checks

6.2.7 CONTRACTOR shall retain the following records for a period of two (2) years:

- i) Records related to the collection process (excluding EBT Calibration)
- ii) Education and Training Records

6.2.8 CONTRACTOR shall retain the following records for a period of one (1) year:

- i) Alcohol test results of less than 0.02
- ii) Records of negative drug test results

## **7. Technical Equipment.**

7.1 Computer Assisted Dispatch / Routing System. The CONTRACTOR shall provide the hardware, software, telephone line, accompanying equipment and necessary training to create and fully implement a computer-assisted dispatch / routing system. Such a program shall be fully described in the Proposal.

7.2 Telephone Equipment. A telephone system is required to have multiple lines and such capabilities as to handle the number of calls expected. CONTRACTOR shall answer calls within thirty (30) seconds, and hold times shall not exceed two (2) minutes.

7.3 Telephone Lines. CONTRACTOR shall provide one (1) dedicated toll-free telephone number for the Paratransit Subsidy Program reservations for each city (Norwalk and Santa Fe Springs). In addition, CONTRACTOR shall provide one (1) dedicated toll-free telephone number for the proposal for the Norwalk DAR service. If requested at the time contract expires, CONTRACTOR shall relinquish ownership of all toll-free telephone number(s) to each city (Norwalk and Santa Fe Springs) and CONTRACTOR shall take the burden of any applicable charges in the transferring of ownership of toll-free number.

7.4 Dispatch Office Hours. For Paratransit Subsidy Program, CONTRACTOR dispatching office shall be available to take reservations Monday through Friday from 6:30 a.m. to 10:30 p.m. for the Cities of Norwalk and Santa Fe Springs.

For the DAR service, the CONTRACTOR dispatching office shall be available to take reservations Monday through Friday from 6:30 a.m. to 7:30 p.m. and on Saturday and Sunday from 8:30 a.m. to 6:00 p.m. As the Dispatcher is an invaluable component of a successful program, the Dispatcher shall have demonstrated experience in dispatching and putting together shared rides, in a timely manner with bilingual abilities.

7.5 Radio Equipment. The CONTRACTOR shall be responsible for equipping two-way radios or other advanced communication devices connecting each vehicle used in the Paratransit Subsidy Program service and for DAR service to dispatch facilities. The Proposal shall indicate the type, model and style of the radio system utilized, and document that its radio communication service system will allow communication in all areas of service area, satellite points and contain a back-up system.

7.6 Other Equipment. Each vehicle shall be equipped with a fire extinguisher, taxi meter (optional) with a current approval and inspection by the Department of Weights and Measures, a device for alerting authorities in case of hijacking or robbery, and a digital terminal for receiving rider information.

**8. Paratransit Subsidy Program Vehicles.** The following outlines the vehicle requirements for the Paratransit Subsidy Program only. There are separate vehicle requirements for the DAR Service detailed in Exhibit D – Vehicle Inventory for Advanced Reservation Dial-A-Ride (DAR) / Subscription Service.

8.1 Vehicles. The CONTRACTOR shall be responsible for providing all vehicles sufficient to accommodate the total volume of Paratransit Subsidy Program trips made for qualified residents of the City of Norwalk and City of Santa Fe Springs. The proposal shall fully describe the vehicles that will be used in the Paratransit Subsidy Program. The description shall include the year, make, model, alternative fuel type (if available), estimated mileage of vehicle, and if the vehicle meets ADA accessibility requirements. Currently, a taxicab company is using a combination of taxi sedans and ADA compliant mini-vans.

All proposed vehicles provided by the CONTRACTOR shall meet California Highway Patrol (CHP) inspection requirements, and all other vehicle systems must be in good working order. All vehicles must have working air conditioning and be accessible for senior citizens and handicapped persons. Wheelchair accessible vehicles (ramp or lift-equipped) shall be available within the same service parameters as regular sedan service. The wheelchair accessible vehicles shall meet all requirements of ADA and all applicable amendments thereto.

8.2 Equipment Maintenance Program. Vehicles shall be easily recognized and marked as serving this contract. All vehicles and vehicle equipment required by this solicitation shall be maintained by the CONTRACTOR in good repair and in a condition satisfactory to the CITY. CONTRACTOR shall assume all responsibility of the proper maintenance of the vehicles. The proposal shall outline a clear and detailed, ongoing preventive maintenance program appropriate to the fleet that meets or exceeds CHP and manufacturer's standards. Vehicles shall be maintained on a regular schedule with regular preventative maintenance inspections at a minimum of every 3,000 miles or forty-five (45) days, whichever occurs first. Vehicle maintenance records shall be kept for at least one (1) year as required by the California Highway Patrol. In the event of a "Fail" rating from any agency, the CONTRACTOR shall notify the CITY within 24 hours and will provide corrective actions to bring the vehicle into compliance with motor vehicle inspection standards. The expense of the corrective action will be borne solely by the CONTRACTOR.

8.3 Cleanliness of Vehicles. CONTRACTOR shall insure that the vehicles are washed not less than twice per week and the interiors cleaned daily, prior to service. Vehicle floors shall be free of water, stains, paper, gum or other sticky substances or debris. Interior and exterior windows shall be free of dirt, dust smudges, hand or finger prints. Dashboards, wheel wells, rails

and ledges shall be kept clean and free of dirt and grease. Seating areas and upholstery shall be vacuumed weekly. The CITY reserves the right to remove any vehicle from service that does not meet with CITY's cleanliness standards.

8.4 Removal of Vehicle from Service. In the event that the CONTRACTOR is instructed by the CITY or other regulatory agency to remove any equipment from service due to mechanical failure or failure of any kind relating to the specifications included in this document or pertaining to any state code or law, the CONTRACTOR shall make any and all corrections and repairs to the equipment, at its own expense, and submit the vehicle for re-inspection prior to it being released back into service. At least one designated back-up vehicle, provided by the CONTRACTOR, must be available for service hours.

8.5 Vehicle Inspections. The CITY reserves the right to at any time to inspect, examine or test any equipment used in the performance of operations as described herein in order to ensure compliance with these specifications. The inspections may take the form of vehicle inspections, ride-alongs, visual cleanliness inspections, inspections of records pertinent to the program operations, or other inspections as needed. These inspections will be arranged in advance with the CONTRACTOR so that adequate back-up vehicles are provided in the case of vehicle inspections.

**9. Taxi Cab Owner's Permit (if applicable).** CONTRACTOR shall, at all times during the term of this Agreement, have and maintain a valid Taxicab Owner's Permit to operate each vehicle providing Paratransit Subsidy Program taxicab service in accordance with the policies and provisions of the complete chapter and sections in Norwalk Municipal Code 5.56 and City of Santa Fe Springs Municipal Code chapter 124.

**10. Taxi Cab Owner's Permit (City of Norwalk).** The following describes the process for obtaining an Owner's Permit in the City of Norwalk. CONTRACTOR shall comply with the policies and provisions of the complete Municipal Code chapters and sections for the cities of Santa Fe Springs and Whittier for obtaining an Owner's Permit.

10.1 If CONTRACTOR does not already have an established taxicab service in the CITY, CONTRACTOR shall first fill out an Owner's Permit application at the CITY's Finance Department, post the appropriate fees for such application, and obtain a permit before providing any of the services contemplated by this Agreement.

10.2 The Owner's Permit application may be denied for any of the reasons set forth in Norwalk Municipal Code Section 5.56.250, including, but not limited to the following: (a) the information provided is incomplete or inaccurate; (b) the motor vehicles that are proposed to be used to provide taxicab service are found to be inadequate or unsafe; or (3) an employee of CONTRACTOR, or independent contractor of CONTRACTOR, has been convicted of violating a narcotics law or any law involving moral turpitude.

10.3 By obtaining an Owner's Permit, CONTRACTOR waives all claims to any prior rights to operate in the CITY and all operations of said owner shall be conducted only pursuant to the conditions which are set forth in the Norwalk Municipal Code.

10.4 The Permit may not be assigned or transferred.

10.5 CONTRACTOR shall not permit any person to operate a taxicab owned or controlled by CONTRACTOR on behalf of "CITY's" Taxicab Dial-A-Ride program or CITY

approved equivalent, unless the person is:

10.5.1 In possession of a valid, un-suspended and un-revoked, driver's permit issued by the City of Norwalk pursuant to Section 5.56.250 of the Norwalk Municipal Code.

10.5.2 Wearing in a conspicuous position, a distinctive badge bearing the driver's number issued by the CITY for drivers of CONTRACTOR.

**11. Taxi Cab Owner's Background Check.** Background checks will be performed for those who have submitted an application for a permit to operate in the City of Norwalk.

**12. Gratuities.** Under no circumstance shall the driver or contracted personnel for the Paratransit Subsidy Program and/or the DAR service accept gratuities and/or tips from the patron or public when operating under contract with the City of Norwalk.

**13. Facilities.** CONTRACTOR shall furnish all facilities, equipment, supplies and services required in the operation of the Paratransit Subsidy Program service and/or DAR service unless otherwise specifically identified in this document.

**SECTION 5 - SCOPE OF WORK/SPECIFICATIONS FOR  
PARATRANSIT USER SIDE SUBSIDY TRANSPORTATION PROGRAM**

**1. Scope.** The Paratransit Subsidy Program is a voucher service provided to qualified senior citizens and disabled residents of the cities of Norwalk and Santa Fe Springs for trips to medical, dental and non-medical locations within a certain geographical boundary.

1.1 Trip Purpose. Refer to Exhibit B, Satellite Locations by Cities, for further details.

<b>Norwalk</b>	<b>Santa Fe Springs</b>
Service to <u>selected</u> locations within four (4) cities.	Service to <u>any</u> medical locations within SFS and within six (6) cities.

1.2 Trip Exception. Refer to Exhibit B, Satellite Locations by Cities, for further details..

<b>Norwalk</b>	<b>Santa Fe Springs</b>
N/A	Any address within Santa Fe Springs and Norwalk.

1.3 Days and Hours of Operation.

<b>Norwalk</b>	<b>Santa Fe Springs</b>
Monday to Friday 7:00 a.m. to 7:00 p.m.  Late night service within Norwalk City limits shall operate five (5) days a week, Monday-Friday, 7:00 p.m. to 10:45 p.m.	Monday to Friday 7:00 a.m. to 7:00 p.m.

1.4 Holidays. Limited service shall be available on some holidays. The CITY shall determine holiday service hours, if any, and shall provide CONTRACTOR ten (10) days prior written notice of the holiday service hours. CONTRACTOR shall provide holiday service during the hours established by the CITY.

<b>Norwalk</b>	<b>Santa Fe Springs</b>
10 Days: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, day before Thanksgiving, Thanksgiving Day, Christmas Day.	Same holidays as Norwalk.

1.5 Service Area. Refer to Exhibit B, Satellite Locations by Cities, for further details.

**2. Combined Annual Operating Statistics.**

Fiscal Year	Revenue Miles	Revenue Hours	Passengers
2007-08	11,052	688	3,297
2006-07	17,298	1,065	5,170
2005-06	17,401	1,002	4,491

**3. Eligible Users.**

Norwalk	Santa Fe Springs
Service shall be available to qualified seniors citizens (60 years +) and disabled residents.	

**4. Identification.** Only the cardholder is allowed to sign voucher. If the signature does not match originally signed signature at time of purchase, the voucher is considered invalid and rider is responsible for entire fare.

Norwalk	Santa Fe Springs
City of Norwalk issues a uniquely numbered ID card bearing the rider's name, address, telephone number, and emergency contact.	City of Santa Fe Springs issues uniquely numbered vouchers. Identification cards are not issued.

**5. Scheduling.** To schedule a pick-up, a qualified resident shall telephone for a ride and report their name or identification number to the CONTRACTOR's dispatcher. Before the qualified resident begins the ride, the qualified resident shall show the CONTRACTOR's driver their identification card to confirm their eligibility. Failure to identify himself or herself as an eligible user of the Paratransit Subsidy Program to either CONTRACTOR's dispatcher or driver means that the traveler must pay full fare, and the CITY will not pay for any portion of the trip.

**6. Lead Time Allowance for Scheduling.** Riders shall be required to call for rides a minimum of twenty-five (25) minutes in advance of when they wish the vehicle to arrive. Riders shall be responsible for calculating when they will need the vehicle to arrive in order to arrive at their destination in a timely manner. Individuals requiring special assistance with mobility devices (i.e. wheelchairs) shall call the CONTRACTOR twenty four (24) hours in advance for a mobility device accessible vehicle.

**7. Response Time.** CONTRACTOR's vehicle shall respond to requests for service within the service area within twenty (20) minutes and shall transport qualified resident to a destination in the service area.

7.1 Arrival. CONTRACTOR's vehicle shall arrive between ten (10) minutes before or ten (10) minutes after from the scheduled time. If a vehicle arrives more than ten (10) minutes after the scheduled pickup time, the trip is considered late.

7.2 Late Arrival. If a qualified resident reports to CITY that trip pick-up was late, an investigation shall be performed in coordination between CITY and CONTRACTOR. If determined CONTRACTOR is late, this action shall be recorded by the CITY and CONTRACTOR shall respond to CITY with resolution to ensure future on-time arrival(s). In addition, the trip cost shall



be reimbursed entirely by CONTRACTOR to the qualified resident.

**8. Pick-Up and Drop-Off Standards.** CONTRACTOR's vehicles shall offer curb-to-curb service for qualified residents. In cases where the qualified resident is not waiting at the curb, the CONTRACTOR's driver shall beep the horn gently to signal arrival. The CONTRACTOR's driver shall wait three (3) minutes from the designated pick-up time for the qualified resident to arrive at the designated pickup location.

**9. Fare Structure.** Norwalk or Santa Fe Springs may change Fare Structure according to the fare policies and structures at their discretion at any time.

Description	Norwalk	Santa Fe Springs
<b>Fare Media:</b>	Pre-printed voucher	
<b>Value:</b>	\$7.00 per voucher	
<b>Cost to Patron:</b>	\$0.75 per voucher	\$1.00 per voucher
<b>Limit of Vouchers per Month:</b>	No limit	
<b>Days vouchers valid for:</b>	30 days from date of purchase	
<b>Passenger out-of-pocket expense if trip exceeds voucher(s):</b>	If the trip exceeds the value of one (1) voucher, the difference can be paid by a second (2 <sup>nd</sup> ) or a third (3 <sup>rd</sup> ) voucher (prior authorization required). Passenger pays difference.	
<b>Driver gives change:</b>	No	

**10. Billing.** CONTRACTOR shall invoice the CITY on a monthly basis for the face value of the vouchers used by the residents of Norwalk and Santa Fe Springs.

**11. Shared Rides.** CONTRACTOR shall make every reasonable effort to create shared rides in order to minimize costs to the CITY.

Norwalk	Santa Fe Springs
To encourage shared rides, persons who are picked up at the same origin and delivered to the same destination in the same vehicle may ride for a single fare. Up to four (4) people may ride using one (1) voucher. One (1) of the passengers must be a Norwalk or Santa Fe Springs Paratransit Subsidy Program eligible rider.	

**SECTION 6 - SCOPE OF WORK/SPECIFICATIONS FOR  
ADVANCED RESERVATION DIAL-A-RIDE/SUBSCRIPTION SERVICE**

**1. Operation.** The DAR program provides demand-responsive service based upon the curb-to-curb concept for registered riders who are senior citizens and/or disabled. Drivers are not permitted to assist a passenger to and from the door of any residence or building, with the exception of the Norwalk Senior Center and Alondra Social Services Center. Individuals desiring to use the DAR service must file a completed eligibility application. NTS Customer Service will continue to manage application intake, processing, approval and issuance of ID cards to eligible Norwalk patrons.

1.1 Service Area. The service area is within the limits of the City of Norwalk.

1.1.1 Layover Locations in City Area. CITY shall provide a written list to CONTRACTOR of approved layover locations within the service area. CITY reserves the right to modify the list of approved locations on an ad hoc basis. CONTRACTOR shall immediately notify CITY by telephone and written documentation if the location(s) is/are no longer available due to unforeseen circumstances (i.e. construction, inclement weather, etc.). CONTRACTOR shall not deviate from the list without prior verbal and written approval by CITY.

1.2 Eligible Users. The DAR service is restricted to residents of Norwalk who are either 60 years of age and older or are physically disabled, regardless of age. NTS will continue to be responsible for qualifying passengers for this service and supplying the database of eligible users to CONTRACTOR.

1.3 Fares. Fares are set by NTS according to the prevailing fare structure, effective on November 11, 2011. The current one-way fare is one dollar (\$1.00) for senior citizens and disabled persons from age sixty (60) years and above. Escort provided by the passenger to assist with groceries, medical reasons, and children over the age of five (5) years old shall pay the same fare of one dollar (\$1.00). CONTRACTOR shall be responsible for counting the fares daily, reconciling the receipts with the ridership, and deducting the fare revenues from the monthly invoice.

1.4 Response Time. All vehicles shall arrive within a twenty (20) minute window of the scheduled pickup time (ten (10) minutes before and ten (10) minutes after).

1.5 Pick-Up and Drop-Off Policy. Vehicles will offer curb-to-curb service for eligible riders. In cases where the rider is not waiting at the curb, the driver will beep the horn gently to signal arrival. The driver will wait three (3) minutes from the designated pick-up time for the passenger to arrive at the designated pickup location.

**2. Hours of Operation and Trip Reservation.**

2.1 Advanced Reservation Dial-A-Ride (DAR) Service.

	<b>*Weekday</b>	<b>*Weekend</b>	<b>Holiday</b>
<b>Day:</b>	Monday to Friday	Saturday and Sunday	Six (6) Days: New Year's Day, Memorial Day, 4 <sup>th</sup> of July, Labor Day, Thanksgiving Day and Christmas Day.

<b>Time:</b>	7:00 a.m. to 7:00 p.m.	9:00 a.m. to 5:30 p.m.	9:00 a.m. to 5:30 p.m.
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\* On a 24-hour pre-scheduled basis up to seventy-two (72) hours in advance. Same day trips within the City of Norwalk are subject to service availability (i.e. cancellations, open appointments, etc.) and require one (1) hour minimum notice.

2.2 Subscription service. May be made for recurring trips to medical appointments, school, and work.

	<b>Weekday</b>	<b>Weekend</b>	<b>Holiday</b>
<b>Day:</b>	Monday to Friday	No service.	6 Days: New Year's Day, Memorial Day, 4 <sup>th</sup> of July, Labor Day, Thanksgiving Day and Christmas Day.
<b>Time:</b>	9:00 a.m. to 5:30 p.m.	No service.	9:00 a.m. to 5:30 p.m.

2.3 Nutrition trips. Nutrition trips to the Norwalk Senior Center and the Alondra Social Services Center are provided to Norwalk senior citizens on weekdays scheduled on a group subscription basis.

	<b>Weekday</b>	<b>Weekend</b>	<b>Holiday</b>
<b>Day:</b>	Monday to Friday	No service.	10 Days: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, 4 <sup>th</sup> of July, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.
<b>Time:</b>	9:00 a.m. to 5:30 p.m.	No service.	No service.

**3. Performing Reservations, Scheduling and Dispatch Functions.** CONTRACTOR to describe the following in detail:

3.1 Telephone system capabilities, number or lines (dedicated to DAR service), and equipment to schedule reservations and provide customer information, including Telephone Digital Display (TDD) capability.

3.2 Scheduling and dispatching system software and hardware to be used and capabilities in terms of:

3.2.1 Maintaining a list of patrons and patron ride history

3.2.2 Customer convenience (ride time, scheduled pick-up time)

3.2.3 Schedule integrity and on-time performance monitoring

3.2.4 Providing 7-day advance, next-day and real-time reservations and dispatch

3.2.5 Electronic equipment to track vehicle location and verify “no-show” trips

3.3 Days, hours and staffing of all customer service functions as well as practices and procedures to ensure that customers receive timely and friendly service in accordance with all guidelines in Section 7 “Dial-A-Ride” of the NTS Operating Policies and Procedures Manual.

3.4 Dispatching software, locator systems, radio communications and other technologies and equipment (i.e., Mobile Data Terminals, Automatic Vehicle Location system) to ensure on-time performance, service quality, service monitoring and attainment of performance standards.

**4. Annual Operating Statistics.**

<b>Fiscal Year</b>	<b>Total Miles</b>	<b>Revenue Miles</b>	<b>Total Hours</b>	<b>Revenue Hours</b>	<b>Nutrition Program Passengers</b>	<b>Total Passengers</b>	<b>Wheelchair Passengers (incl. In Total Passengers)</b>
2013-14	64,874.9	44,609	7,472	5,809	9,060	21,754	17,617
2012-13	59,369.8	40,051	7,161	5,240	6,838	16,146	15,021
2011-12	58,499.5	40,415	7,059	5,346	6,863	16,002	15,221

**5. Vehicles.** CONTRACTOR shall operate NTS provided vehicles further described in Exhibit D - Vehicle Inventory for Advanced Reservation Dial-A-Ride (DAR) / Subscription Service.

5.1 Cleanliness of Vehicles. Proposal shall describe the system used to insure that the vehicles are washed not less than one (1) time per week and the interiors cleaned daily, prior to service. Details to include:

5.1.1 Vehicle floors shall be free of water, stains, paper, gum or other sticky substances or debris.

5.1.2 Interior and exterior windows shall be free of dirt, dust smudges, hand or finger prints.

5.1.3 Dashboards, wheel wells, rails and ledges shall be kept clean and free of dirt and grease.

5.1.4 Seating areas and upholstery shall be vacuumed weekly.

5.1.5 The CITY reserves the right to remove any vehicle from service that does not meet with CITY’s cleanliness standards.

5.2 Removal of Vehicle from Service. In the event that the CONTRACTOR is instructed by the CITY or other regulatory agency to remove any equipment from service due to mechanical failure or failure of any kind relating to the specifications included in this document or pertaining to any state code or law, the CONTRACTOR shall make any and all corrections and repairs to the equipment, at its own expense, and submit the vehicle for re-inspection prior to it being released back into service.

5.2.1 Back-Up Vehicle(s). At no such time shall removing a vehicle from service negatively compromise the operation of the program. CONTRACTOR shall possess a back-up vehicle of like-kind, capacity and shall meet all local and state compliant specifications. The proposal shall fully describe the vehicles that will be used as a back-up vehicle. The description shall include the year, make, model, alternative fuel type (if available), estimated mileage of vehicle, and if the vehicle meets the Americans with Disabilities Act (ADA) accessibility requirements.

5.2.2 All proposed back-up vehicles provided by the CONTRACTOR shall meet California Highway Patrol (CHP) inspection requirements, and all other vehicle systems must be in good working order. All vehicles must have working air conditioning and be accessible for senior citizens and handicapped persons. Wheelchair accessible vehicles (ramp or lift-equipped) shall be available within the same service parameters as regular sedan service. The wheelchair accessible vehicles shall meet all requirements of the Americans with Disabilities Act (ADA) of 1990 and all applicable amendments thereto.

5.2.3 CONTRACTOR shall immediately provide the patron and CITY with verbal notification of CONTRACTOR's use of a back-up vehicle for DAR Service. When CONTRACTOR's back-up vehicle is in revenue service for CITY, the back-up vehicle shall possess a working electronic front headsign that reads, "NORWALK DIAL-A-RIDE", or an equivalent message approved by CITY. If the back-up vehicle's headsign is inoperable, or if the back-up vehicle does not possess a headsign, CONTRACTOR shall make provisions to signify to the public that the back-up vehicle is operating the Norwalk Dial-A-Ride service.

5.3 Vehicle Inspections. The CITY reserves the right to at any time to inspect, examine or test any equipment used in the performance of operations as described herein in order to ensure compliance with these specifications. The inspections may take the form of vehicle inspections, ride-alongs, visual cleanliness inspections, inspections of records pertinent to the program operations, or other inspections as needed. These inspections will be arranged in advance with the CONTRACTOR so that adequate back-up vehicles are provided in the case of vehicle inspections. CITY may request the CONTRACTOR to provide a copy of the vehicle inspection(s) without cause. CONTRACTOR shall provide the CITY Fleet Maintenance Manager or designee an Adobe Acrobat copy of the requested vehicle inspection(s) within two (2) business days. CONTRACTOR shall provide the CITY on a monthly basis a summary of all inspections and services performed on each CITY Paratransit vehicle.

5.4 Vehicle Repairs. CONTRACTOR shall at no time operate a vehicle in revenue service with visible body damage without consent from NTS. This includes any vehicle that sustains significant damage from any cause, fault or no fault of CONTRACTOR. Upon approval from NTS, CONTRACTOR shall repair vehicles immediately when it is determined such damage impairs the proper and safe mechanical operation of the vehicle. All other damage shall be repaired in a reasonable amount of time. At no time, will NTS be required to repair, replace or maintain any vehicle required for the operation of the DAR service.

5.5 Operating Equipment and Supplies. CONTRACTOR shall at its sole cost and expense maintain stores of fuel, lubricants, tires, and other consumables, repair/replacement parts and supplies required for the maintenance and operation of the vehicles utilized in providing NTS DAR service. NTS shall be responsible to all service and/or repair of the farebox.

5.6 Original Equipment Manufacturer (O.E.M). It shall be the expressed responsibility of the CONTRACTOR to assume all coordination with the original equipment manufacturer of the

CITY-owned vehicles if necessary to keep the vehicles in safe and good operating condition. This shall include negotiating and processing all vehicle warranty claims through the manufacturer's own warranty, extended warranties or credits as a result, for the length of time warranty is in effect.

5.6.1 Recall Notices. NTS shall contact CONTRACTOR regarding all OEM recall notices and CONTRACTOR shall adhere to the OEM recall notice instructions. CONTRACTOR shall not invoice NTS for services associated with the OEM recall notices. CONTRACTOR shall notify NTS of commencement of services to be performed and notify NTS upon completion. CONTRACTOR shall provide CITY evidence of OEM recall notice completion.

5.7 Vehicle Breakdown. Should a vehicle operated in the is DAR service experience a mechanical failure with passengers on board, a response time of no more than twenty (20) minutes shall be compliant. A roadcall to a vehicle in service shall generate a written report to NTS to include time of call, number of passengers on board, location and cause of breakdown and the time vehicle was replaced or placed back in service. CONTRACTOR shall be responsible for the roadcall. During the towing transportation or otherwise, at no time shall a vehicle be left unattended by the CONTRACTOR.

5.8 Advertising on Vehicles. CONTRACTOR shall cause only such advertising material, audio, video or similar devices, as many be specified and/or approved by NTS to ever be affixed to such a location or locations on the vehicles as NTS shall direct. No payment or consideration received by NTS in connection with such advertising or notice shall be paid to CONTRACTOR.

## **6. Maintenance.**

### 6.1 Maintenance Manager.

a. The CONTRACTOR shall assign an on-site Maintenance Manager at the CONTRACTOR's location to ensure that vehicle performance standards, as outlined in the RFP, are adhered to and that all vehicles are systematically inspected, maintained, and repaired while minimizing time out of service. The Maintenance Manager must possess the ability to provide vehicle maintenance supervision, quality oversight, and administrative support.

b. The Maintenance Manager's responsibilities shall include the oversight of maintenance personnel, the organization of the maintenance yard, and the tracking of maintenance quality including the tracking and analysis of PMI on-time performance and quality, monthly vehicle road calls and breakdowns, engine/transmission fluid usage and fluid samples to evaluate vehicle engine/transmission condition in order to develop engine/transmission rebuild campaigns to maximize the miles between road calls and minimize the miles between road failures.

c. CONTRACTOR is encouraged to include a quality assurance program that shall analyze all aspects of the project, including analyzing the work of the Maintenance Manager, reviewing the maintenance plans and vehicle history to maximize vehicle performance and reliability, reviewing and approving monthly maintenance reports compiled by the Maintenance Manager, sample vehicle inspections, customer satisfaction, etc.

### 6.2 Assistant Maintenance Manager/Lead Mechanic.

a. At a minimum, one (1) on-site Assistance Maintenance Manager/Lead

Mechanic at the CONTRACTOR's location to assist Maintenance Manager. The responsibilities will include assisting the Maintenance Manager with oversight of maintenance personnel, the organization of the maintenance yard and various duties the Maintenance Manager is accountable for. The Assistant Maintenance Manager/Lead Mechanic shall be responsible to supervising the maintenance operation during shifts when the Maintenance Manager is not present.

b. The Maintenance Manager of Assistant Maintenance Manager/Lead Mechanic shall be on-site during normal business hours and at a minimum, be on-call on Saturdays, Sundays and holidays.

### 6.3 Mechanics.

a. Maintenance personnel who have demonstrated experience and skills in the work to be performed shall perform all repair work. At a minimum, one (1) "A" level mechanic, or equivalent, shall be available at any given time during scheduled revenue hours throughout the day.

b. CONTRACTOR's maintenance personnel shall possess knowledge of engines, transmissions, diagnostic procedures, electrical systems, wheelchair lifts and related mechanical parts, methods and procedures normally used in servicing mechanical equipment for CITY Paratransit vehicles. CONTRACTOR shall utilize a certified HVAC technician in the service and repair of CITY Paratransit vehicles.

c. The qualifications of technicians shall appear in the proposed Vehicle Maintenance Program, and be verifiable to the NTS's satisfaction. NTS reserves the right to acquire additional assurance throughout the contract period that maintenance personnel are properly equipped, trained and qualified to service, repair and properly document repairs to the CITY's equipment. NTS reserves the right, at its discretion, to request that an unqualified mechanic be removed at anytime from working on this contract.

d. The CONTRACTOR shall possess mechanics to vehicle ratio of two (2) mechanics for every five (5) Paratransit vehicles. Note that a Maintenance Manager does not count toward this ratio.

e. The CONTRACTOR shall submit a monthly list of all mechanic positions with the name of the mechanic assigned to each position, their skill level, certification(s) with their expiration date(s) and changes or vacancies of each position.

**7. Vehicle Maintenance Program.** Vehicles shall be easily recognized and marked as serving this contract. CONTRACTOR shall assume all responsibility of the proper maintenance of the vehicles. The CONTRACTOR shall maintain all vehicles and vehicle equipment required by this RFP in good repair and in a satisfactory condition to the CITY and include the following:

7.1 Vehicles shall be maintained on a regular schedule with regular preventative maintenance inspections at a minimum of every 3,000 miles or forty-five (45) days, whichever occurs first.

7.2 Vehicle maintenance records shall be kept for the duration of the contract. CITY may request photocopies of vehicle maintenance records at any time and without cause during the course of the contract. CONTRACTOR shall respond to the CITY's request and shall provide CITY photocopies of the records within two (2) business days. Photocopies can be emailed in Adobe

Acrobat to the CITY Fleet Maintenance Manager or designee. CONTRACTOR shall relinquish all original vehicle maintenance records to the CITY within thirty (30) business days of contract completion. These vehicle maintenance records are to be presented in 3-ring binders and tabulated by CITY vehicle unit number and chronically filed with the most recent service(s) provided to the commencement of the contract.

7.3 In the event of a "Fail" rating from any agency, the CONTRACTOR shall notify the CITY within twenty-four (24) hours and will provide corrective actions to bring the vehicle into compliance with motor vehicle inspection standards. The expense of the corrective action will be borne solely by the CONTRACTOR.

**8. Preventative Maintenance Program.** The proposal shall outline a clear and detailed, ongoing preventive maintenance program appropriate to the DAR fleet that meets or exceeds CHP and manufacturer's standards.

**9. Return of NTS Vehicles.** Upon termination or completion of the contract term, CONTRACTOR shall be responsible for the returning all vehicles to NTS in the condition in which they were received with the exception of normal wear and tear. This includes, but is not limited to, body condition, systems condition and function, all ancillary equipment (intact and functional) and overall vehicle operation and performance. NTS will conduct individual inspections on each vehicle with its last Preventative Maintenance cycle prior to the scheduled return to NTS. The inspection schedule shall be coordinated with the NTS Fleet Manager, or designee, with facilities and required support necessary for the inspections to be supplied by CONTRACTOR.

9.1 CONTRACTOR shall steam clean thoroughly the engine compartment, engine, chassis, transmission, oil coolers, drive train, and suspension prior to inspection. Such inspections will ensure any necessary repairs are completed and will require CONTRACTOR to conduct any needed repairs.

9.2 CONTRACTOR shall have seven (7) days in which to complete those repairs once CONTRACTOR has been notified of any deficiencies requiring repair. Should for any reason the length of time required to complete repairs would impact the ability to meet service demands, or should through the inspection process it is found that the repairs were not made as instructed by NTS, NTS shall have the right to waive CONTRACTOR's right to make repairs which are necessary to bring vehicles into compliance under the terms of the contract. Under such waiver condition, NTS may make repairs itself, or assign another company of NTS's choosing to perform all required repairs and charge the CONTRACTOR the cost of such repairs from any moneys otherwise owed.



**SECTION 7 - FORM OF CONTRACT (SAMPLE)**

**PARATRANSIT USER SIDE SUBSIDY TRANSPORTATION PROGRAM  
(City of Norwalk)**

**THIS PURCHASE AGREEMENT FOR THE PARATRANSIT USER SIDE SUBSIDY TRANSPORTATION PROGRAM (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 (the “Effective Date”), by and between the City of Norwalk, a municipal corporation (“CITY”) and \_\_\_\_\_, a California corporation (“CONTRACTOR”).**

**R E C I T A L S**

- A. CITY desires to provide a Paratransit User Side Subsidy Transportation Program, hereinafter referred to as “Paratransit Subsidy Program”, service to medical facilities for Norwalk senior citizen residents, age sixty (60) and above, hereinafter referred to as “senior citizens,” and qualified disabled residents with or without registered attendants, hereinafter referred to as “disabled citizens”; and qualified residents of the Cities of Santa Fe Springs.
- B. CITY desires to provide a program for senior citizens and qualified disabled residents whereby the CITY will distribute sets of Paratransit User Side Subsidy Transportation Program vouchers in increments of seven-dollars (\$7.00) per voucher to such qualified residents to pay the taxicab fare for trips within the specified service area and the taxicab company will be reimbursed by the CITY for the face value of the vouchers received.
- C. CITY desires to contract with CONTRACTOR to provide this service to the CITY.
- D. CONTRACTOR represents that it has the equipment, vehicles and personnel to provide high quality taxicab service to said residents and agrees to participate in the CITY’s Paratransit Subsidy Program.
- E. CONTRACTOR certifies that it holds and will continue to hold a valid Taxicab Owners Permit from the CITY to operate taxicabs in the City.

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

**1. CONTRACTOR’s Services.**

**1.1** CONTRACTOR agrees to provide Paratransit User Side Subsidy Transportation Program service to City of Norwalk and City of Santa Fe Springs residents who are senior citizens or disabled citizens, as defined in Section 7 of this Agreement. CONTRACTOR shall respond to requests for taxicab service within the service area

described in Section 5 within twenty (20) minutes and shall transport said citizens to a destination in the service area. CONTRACTOR shall provide curb-to-curb taxicab service pursuant to this Agreement shown in Section 5 of RFP No. 15-442, excluding recognized holidays. If a patron reports to CITY that trip pick-up was late, an investigation will be performed in coordination between CITY and CONTRACTOR. If determined CONTRACTOR is late, this action will be recorded and CONTRACTOR to rectify to ensure on-time arrival(s). In addition, the trip cost shall be reimbursed entirely by CONTRACTOR to the patron.

**1.2** CONTRACTOR agrees to accept the CITY's taxicab vouchers in increments of seven-dollar (\$7.00) denominations from senior citizens and qualified disabled residents, as defined in Section 9, as payment for the charges for each trip within the specific service area, as defined Exhibit B. No vouchers shall be used for any travel outside of the service area. Any trips outside the service area shall be paid entirely by the passenger(s) in cash.

**1.3** Limited service may be available on some holidays. The CITY shall determine holiday service hours, if any, and shall provide CONTRACTOR ten (10) days prior written notice of the holiday service hours. CONTRACTOR agrees to provide holiday service during the hours established by the CITY.

**1.4** CONTRACTOR's drivers shall be responsible for storing mobility devices for able-bodied persons using a mobility device (i.e. wheelchair), or for storing any folding device (i.e. walker, rollator, etc.) for any person who is able to transfer to a seat without driver assistance.

**1.5** CONTRACTOR shall, at all times during the term of this Agreement, maintain a minimum of three (3) accessible vehicles ready and available to provide accessible Paratransit User Side Subsidy Transportation Program service within the service area described in Exhibit B during daily operating hours. For the purposes of this Agreement, "accessible vehicle" means a vehicle equipped with wheelchair accessibility of transporting non-ambulatory (i.e., wheelchair, etc.) passengers. When requested by a customer, CONTRACTOR shall provide taxicab service via an accessible vehicle and shall respond to all requests for accessible taxicab service within twenty (20) minutes. Such provision of service via an accessible vehicle shall comply with all requirements set forth in this Agreement with the exception of the response time, which shall comply with the response time set forth in this subsection 1.5.

**2. Personnel.** CONTRACTOR 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 work shall be qualified to perform such services.

**3. Party Representatives.** For purposes of this Agreement, the City Representative shall be the City Manager or such other person designated in writing by the City Manager (the "City Representative"). For purposes of this Agreement, the Contractor Representative shall be \_\_\_\_\_ (the "Contractor Representative").

**4. 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. CONTRACTOR shall perform all services described in Exhibit A.

**5. Term of Agreement.** The term of this Agreement shall be from July 1, 2015 to June 30, 2018 (“initial term”). CITY may review the CONTRACTOR’s performance under the Agreement and, upon mutual agreement with CONTRACTOR, may extend the Agreement beyond the initial term for two (2) additional one (1) year periods from July 1<sup>st</sup> through June 30<sup>th</sup> of each year thereafter, unless sooner terminated as provided in Section 23 herein.

**6. Service Area.**

**6.1** The Program service area shall include all the areas as shown in Exhibit B.

**6.2** The service areas delineated herein are subject to change pursuant to a thirty (30) day advance written notification by the CITY.

**7. City’s Obligations.** The City of Norwalk shall issue identification cards to City of Norwalk individuals qualified to use Paratransit User Side Subsidy Transportation Program vouchers. Individuals who meet at least one of the following criteria will be eligible for identification cards: (i) Be a resident of the City who is disabled within the meaning of California Vehicle Code Section 295.5; (ii) Be a senior citizen age sixty (60) years or older; (iii) Be a disabled individual at least eighteen (18) years of age; (iv) Be a disabled individual under eighteen (18) years of age if accompanied by a parent or legal guardian; (v) Be an attendant at least eighteen (18) years of age accompanying a disabled individual or senior citizen. Persons under the age of 18, unless certified as disabled and accompanied by a parent or legal guardian, are not eligible to use the taxicab vouchers; or (vi) qualified residents of the City of Santa Fe Springs who participate in the Transportation Management Association.

**8. Identification/Verification.**

**8.1** CONTRACTOR’s drivers shall not accept Paratransit User Side Subsidy Transportation Program vouchers from a passenger who does not possess a valid identification card issued by the CITY, or a temporary permit issued by the CITY pending preparation of an identification card, to confirm registration with the Norwalk Paratransit User Side Subsidy Transportation Program.

**8.2** CONTRACTOR’s drivers shall check the participant’s identification card or temporary permit prior to commencement of the trip and shall print the participant’s identification number on each voucher received.

**8.3** For the City of Santa Fe Springs, CONTRACTOR’s drivers shall match the original signature on the voucher against the signature signed in front of the driver.

## **9. Taxicab Fares/Rates.**

**9.1** Each voucher has a maximum value of seven-dollars (\$7.00).

**9.2** Each voucher is good for one (1) one-way trip only.

**9.3** Up to four (4) people may ride using a voucher, provided at least one of those people meets the criteria set forth in Section 7.

**9.4** When a call for service is received, CONTRACTOR shall ascertain whether the customer will use a voucher to pay for the trip.

**9.5** Drivers shall not give change if the meter reading is less than the value of the voucher(s) surrendered.

**9.6** No portion of the voucher can be used as a tip for the driver. Vouchers are good for meter amount only.

**9.7** If the fare for a one-way ride exceeds the value of one (1) voucher, the difference is to be paid for by the passenger either in cash or with a second (2<sup>nd</sup>) voucher. If the fare for a ride exceeds the value of two vouchers, the difference is to be paid by the passenger in cash. Drivers shall not accept a third (3<sup>rd</sup>) voucher as payment for any one-way fare unless the CONTRACTOR has authorized such payment in advance.

**9.8** CONTRACTOR's drivers shall not accept vouchers for standby time. "Standby time" is defined as time incurred by the driver in either waiting for the customer(s) to arrive at and be seated in the taxicab or waiting for the customer(s) to complete an errand at a particular destination point.

**9.9** If CONTRACTOR, or any driver, employee, or agent of CONTRACTOR, is found attempting to defraud, misuse, purchase, or illegally handle vouchers, CONTRACTOR shall be prohibited from participating in the program in the future.

## **10. Presentation of Vouchers.**

**10.1** Upon entering the taxicab, the customer shall surrender one (1) voucher to the driver and the driver shall fill in the line, "beginning odometer mileage". Drivers are not to accept any vouchers that do not already have the user's name and signature on them.

**10.2** Upon completion of a trip within the specified service area, the taxicab driver shall have the customer sign the voucher a second time. Drivers shall verify signatures and shall not accept vouchers from any passengers whose second signature does not match the original. The driver shall print on the voucher form the Norwalk customer's Paratransit User Side Subsidy Transportation Program identification number, the length of the trip in miles, the length of the trip in minutes, the total number of passengers in the cab, the driver's cab number, the total amount indicated on the taxicab meter for that trip, and the dollar value of the vouchers received.

## **11. Voucher Reimbursement.**

**11.1** CITY agrees to pay CONTRACTOR the face value amount for each Paratransit User Side Subsidy Transportation Program voucher received in compliance with this Agreement for each trip originating and ending within the specified service area.

**11.2** The CONTRACTOR shall submit to the CITY at the end of each calendar month, but no later than the fifteenth day of the following month, the following statements and forms: (1) a monthly invoice for the amount of the vouchers received during the stated invoice period; (2) the originals of all vouchers received during the stated invoice period; and (3) a monthly ridership report showing the total number of trips made for which vouchers were received. All voucher serial numbers shall correspond with the voucher serial numbers listed on the trip form to which the voucher or voucher(s) are attached. All vouchers submitted for reimbursement must have been issued by the City of Norwalk or Santa Fe Springs. In the event the CONTRACTOR returns vouchers which do not correspond to the voucher serial numbers issued by the cities, the CITY reserves the right to refuse payment for the amount of those voucher(s).

**11.3** The CITY shall process monthly invoices and statements received from CONTRACTOR. CITY will pay all undisputed charges and make its determination as to validity of a disputed charge within forty-five (45) days from the date of receipt of the invoice. A disputed charge will be paid within forty-five (45) days of CITY's determination that the charge is valid.

## **12. Maintenance of Records.**

**12.1** CONTRACTOR shall maintain records and books, in a manner approved by CITY, and shall, at minimum, be able to provide copies of all records required in Section 7 during the life of this Agreement.

**12.2** Such records shall be available at CONTRACTOR's office for review during normal operating hours and CONTRACTOR agrees to provide them for review to authorized representatives of the CITY, County or State.

**12.3** All records required under this Agreement, including all drivers' logs, shall be maintained for a minimum of four (4) years after completion of this Agreement and its extensions if there shall be any.

## **13. Taxicab Owner's Permit (if applicable).**

**13.1** CONTRACTOR shall, at all times during the term of this Agreement, have and maintain a valid Taxicab Owner's Permit to operate taxicabs in accordance with the provisions of Norwalk Municipal Code Section 5.56.250.

**13.2** If CONTRACTOR does not already have an established taxicab service in the CITY, CONTRACTOR must first fill out an Owner's Permit application at the CITY's Finance Department, post the appropriate fees for such application, and obtain a permit before providing any of the services contemplated by this Agreement.

**13.3** The Owner's Permit application may be denied for any of the reasons set forth in Norwalk Municipal Code Section 5.56.250, including, but not limited to the following: (a) the information provided is incomplete or inaccurate; (b) the motor vehicles that are proposed to be used to provide taxicab service are found to be inadequate or unsafe; or (3) an employee of CONTRACTOR, or independent contractor of CONTRACTOR, has been convicted of violating a narcotics law or any law involving moral turpitude.

**13.4** By obtaining an Owner's Permit (hereinafter the "Permit"), CONTRACTOR waives all claims to any prior rights to operate in the City and all operations of said owner shall be conducted only pursuant to the conditions which are set forth in the Norwalk Municipal Code.

**13.5** The Permit may not be assigned or transferred.

**13.6** CONTRACTOR shall not permit any person to operate a taxicab owned or controlled by CONTRACTOR on behalf of "CITY's" Taxicab Voucher program, unless the person is:

- a. In possession of a valid, un-suspended and un-revoked, driver's permit issued by the City of Norwalk pursuant to Section 5.56.250 of the Norwalk Municipal Code.
- b. Wearing in a conspicuous position, a distinctive badge bearing the driver's number issued by the CITY for drivers of CONTRACTOR.

**14. 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.

**15. Ownership of Work Product.** All reports, documents or other written material provided to or 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 CITY's sole risk, unless CITY compensates CONTRACTOR for such reuse.

**16. Status as Independent Contractor.** 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 16.

**17. Confidentiality.** CONTRACTOR covenants that all data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR 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 termination of this Agreement. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

**18. 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 (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, CONTRACTOR shall retain the right to 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 Manager, 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.

**19. 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 G. CONTRACTOR's covenant under this Section 19 and Exhibit G shall survive the expiration or termination of this Agreement.

**20. Contractor's Representations.** CONTRACTOR represents that it is a corporation, organized and existing under the laws of the State of California and represents and warrants that each individual executing this Agreement is duly authorized to execute and deliver this Agreement on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation, and that this Agreement is binding upon said corporation in accordance with its terms.

**21. Insurance.**

**21.1** 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:

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

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

(c) 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.

**21.2** Each insurance policy required by this Section 21 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 cancelled for non-payment, then ten (10) calendar days' notice shall be given.

**21.3** All insurance coverages shall be confirmed by execution of endorsements required under Section 21.2. CONTRACTOR shall file the endorsements with CITY on or before the Effective Date of this Agreement, and thereafter maintain current endorsements on file with the City Clerk. The endorsements are subject to CITY's approval. CONTRACTOR shall not cancel, reduce or otherwise modify the insurance policies required by this Section 21.

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

**23. 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.

**24. 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 (3<sup>rd</sup>) 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 are 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**25. 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.

**26. Non-Assignability; Subcontracting.** CONTRACTOR shall not assign or subcontract all or any portion of this Agreement, unless prior 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.

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

**29. 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.

**30. Attorneys' 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.

**31. 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.

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

*[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

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

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

**SECTION 8 - FORM OF CONTRACT (SAMLE)**

**AGREEMENT FOR ADVANCED RESERVATION  
DIAL-A-RIDE (DAR) / SUBSCRIPTION SERVICE  
(City of Norwalk)**

**THIS PURCHASE AGREEMENT FOR THE ADVANCED RESERVATION DIAL-A-RIDE (DAR) / SUBSCRIPTION SERVICE (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 (the “Effective Date”), by and between the City of Norwalk, a municipal corporation (“CITY”) and \_\_\_\_\_, a California corporation (“CONTRACTOR”).**

**R E C I T A L S**

- A. CITY desires to utilize the services of an independent CONTRACTOR to perform Advanced Reservation Dial-A-Ride (DAR) / Subscription Service.
- 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.

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

**1. Contractor’s Services.**

**1.1 Scope of Services.** CONTRACTOR shall perform the Advanced Reservation Dial-A-Ride (DAR) services (“services”), as more particularly described in Exhibit A.

**1.2 RFP and Addenda.** CONTRACTOR has confirmed receipt of all Addenda, amending Request for Proposal (RFP) No. 15-442. 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 the applicable Addenda, will prevail.

**1.3 Vehicles.** CITY shall provide CONTRACTOR with revenue vehicles providing services as stipulated in the Bailment Agreement attached hereto and expressly made a part of this Agreement by this reference and as more fully described Exhibit D of this Agreement. CONTRACTOR shall be liable to CITY for any damage to or loss of CITY vehicles, fare boxes and other components of said vehicles. CONTRACTOR’s liability in this regard shall include, but not limited to, damage or loss caused by collision, negligence,

abuse, vandalism, fire or theft, but no event shall such liability exceed replacement cost of the vehicle(s), equipment or other property so damaged.

**1.4 Personnel.** CONTRACTOR 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 work shall be qualified to perform such services.

**1.5 Party Representatives.** For purposes of this Agreement, the City Representative shall be the City Manager or such other person designated in writing by the City Manager (the "City Representative"). For purposes of this Agreement, the Contractor Representative shall be \_\_\_\_\_ (the "Contractor Representative").

**1.6 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. CONTRACTOR shall perform all services described in Exhibit A.

**2. Term of Agreement.** The term of this Agreement shall be from July 1, 2015 to June 30, 2018 ("initial term"). CITY may review the CONTRACTOR's performance under the Agreement and, upon mutual agreement with CONTRACTOR, may extend the Agreement beyond the initial term for two (2) additional one (1) year periods from July 1<sup>st</sup> through June 30<sup>th</sup> of each year thereafter, unless sooner terminated as provided in Section 13 herein.

**3. Compensation.**

**3.1 Hourly Rate.** The City shall pay CONTRACTOR as follows for the service being rendered under this Agreement based on the foundation of six thousand (6,000) Vehicle Revenue Services Hours:

	Year 1	Year 2	Year 3	Year 4 (Optional)	Year 5 (Optional)
	7/1/15- 6/30/16	7/1/16- 6/30/17	7/1/17- 6/30/18	7/1/18- 6/30/19	7/1/19- 6/30/20
Hourly Rate:	\$	\$	\$	\$	\$

**3.2 Adjusted Hourly Rate.** The CITY shall pay CONTRACTOR as follows for the service being rendered under this Agreement based on any overage of six thousand (6,000) Vehicle Revenue Services Hours:

	Year 1	Year 2	Year 3	Year 4 (Optional)	Year 5 (Optional)
	7/1/15- 6/30/16	7/1/16- 6/30/17	7/1/17- 6/30/18	7/1/18- 6/30/19	7/1/19- 6/30/20
Additional Hourly Services Adjustment Rate:	\$	\$	\$	\$	\$

**3.3** Compensation shall not exceed the amount specified in Exhibit F unless said amount has been increased in writing by the contractual representative designated herein. CONTRACTOR shall not supply any services beyond the period of performance specified herein.

**3.4** CONTRACTOR shall bill the City of Norwalk on a monthly basis and payment will be made within receipt of an acceptable invoice, which has been approved by the Project Manager or a designated representative.

**4. Method of Payment.**

**4.1** Invoices. Not later than the fifteenth (15<sup>th</sup>) day of each month, CONTRACTOR shall submit to CITY invoices for all services performed and the expenses incurred pursuant to this Agreement during the preceding month. The invoices shall describe in detail the services rendered during the period and shall show the days worked, number of hours worked, the hourly rates charged, milestone achievements, and the services performed for each day in the period. CITY shall review such invoices and notify CONTRACTOR within ten (10) business days of any disputed amounts.

**4.2** Payment. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice up to the maximum amount set forth in Section 3.

**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 available to CITY for review and audit by the 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 provided to or 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 CITY's sole risk, unless CITY compensates CONTRACTOR for such reuse.

**7. Status as Independent Contractor.** 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 7.

**8. Confidentiality.** CONTRACTOR covenants that all data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR 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 termination of this Agreement. CONTRACTOR's covenant under this section shall survive the 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 (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, CONTRACTOR shall retain the right to 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 Manager, 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 H. CONTRACTOR's covenant under this Section 10 and Exhibit H shall survive the expiration or termination of this Agreement.

**11. Contractor's Representations.** CONTRACTOR represents that it is a corporation, organized and existing under the laws of the State of California and represents and warrants that each individual executing this Agreement is duly authorized to execute and deliver this Agreement on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation, and that this Agreement is binding upon said corporation in accordance with its terms.

## 12. Insurance.

**12.1.** 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:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$1,000,000 Per Occurrence \$5,000,000 Annual Aggregate
Automobile Liability	\$5,000,000 Per Accident
Workers compensation	Statutory limits
Employer's Liability	\$1,000,000 Per Occurrence

(1) A policy or policies of broad-form commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) combined single limit and five million dollars (\$5,000,000) in the annual aggregate coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by CONTRACTOR, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) Automobile liability insurance for all vehicles identified in Exhibit D – Vehicle Inventory for Advanced Reservation Dial-A-Ride (DAR) / Subscription Service, with minimum combined single limits coverage of Five Million Dollars (\$5,000,000) per accident. CITY shall maintain comprehensive and collision insurance coverage for all vehicles identified in Exhibit D – Vehicle Inventory for Advanced Reservation Dial-A-Ride (DAR) / Subscription Service

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

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.

**12.2** Each insurance policy required by this Section 12 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 cancelled for non-payment, then ten (10) calendar days' notice shall be given.

**12.3** All insurance coverages shall be confirmed by execution of endorsements required under Section 12.2. CONTRACTOR shall file the endorsements



with CITY on or before the Effective Date of this Agreement, and thereafter maintain current endorsements on file with the City Clerk. The endorsements are subject to CITY's approval. CONTRACTOR shall not cancel, reduce or otherwise modify the insurance policies required by this Section 12.

**13. 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.

**14. 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.

**15. Amendment.** This Agreement may be modified, amended or waived only in writing signed by both parties.

**16. Integration of Other Agreement.** This Agreement incorporates by reference and makes a part hereof the Bailment Agreement attached hereto. The Contractor acknowledges that it has reviewed the Bailment Agreement and agrees to be bound by the provisions of the Bailment Agreement.

**17. 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 (3<sup>rd</sup>) 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 are 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
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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:

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**18. 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.

**19. Non-Assignability; Subcontracting.** CONTRACTOR shall not assign or subcontract all or any portion of this Agreement, unless prior 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.

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

**21. 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.

**22. Attorneys' 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.

**23. 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.

**24. 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

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

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

**SECTION 9 - FORM OF CONTRACT (SAMPLE)**  
**BAILMENT AGREEMENT**

This Bailment Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2015 by and between the CITY OF NORWALK, hereinafter referred to as "NORWALK" and \_\_\_\_\_ hereinafter referred to as "CONTRACTOR."

1. **Bailment of Property.** NORWALK hereby bails to CONTRACTOR transit vehicles identified in Exhibit D which is hereby incorporated by reference. Transit vehicles separately identified in Exhibit D shall hereby be referred to as "VEHICLE(S)" and the terms of this Agreement shall separately pertain to each VEHICLE listed. Exhibit D may be amended by NORWALK by way of a thirty (30) calendar day written notice to the CONTRACTOR.
2. **Term of Bailment.** This Bailment shall commence on the first day written above, and shall terminate concurrently with the Service Agreement for the Advanced Reservation Dial-A-Ride (DAR) / Subscription Service between the parties of even date herewith or at such earlier time as required by Federal Transportation Administration (FTA) guidelines.
3. **Pre-Delivery Vehicle Inspection.** CONTRACTOR has the right to inspect VEHICLES at the NORWALK facility prior to delivery. NORWALK shall assume responsibility for ensuring that the VEHICLES have been inspected or otherwise tested in accordance with the laws of the State of California and the United States prior to delivery to CONTRACTOR.
4. **Delivery of Vehicles.** NORWALK shall transport the VEHICLES to the CONTRACTOR facility at no cost to CONTRACTOR.
5. **Post-Delivery Vehicle Inspection.** CONTRACTOR and NORWALK shall jointly inspect the VEHICLE upon delivery and by acceptance by CONTRACTOR.
6. **Maintenance Records.** NORWALK shall provide to CONTRACTOR all maintenance records within seven (7) business days of receipt of VEHICLES by CONTRACTOR. CONTRACTOR shall receive, review and record maintenance records in CONTRACTOR's database to ensure a complete VEHICLE history.
7. **Safekeeping.** CONTRACTOR shall exercise due care for the safekeeping of the VEHICLES. CONTRACTOR will provide all necessary maintenance and repairs in compliance with FTA, and California Highway Patrol standards for transit vehicles at no cost to NORWALK. CONTRACTOR shall maintain the VEHICLES in accordance with the VEHICLE Original Equipment Manufacturer (OEM) specifications and maintain VEHICLES in compliance with Federal and State requirements for transit vehicles. CONTRACTOR shall pay for normal service required for the proper operation of the VEHICLES. CONTRACTOR shall pay for all fueling and vehicle fluids, washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the VEHICLE.

**8. Indemnification.** CONTRACTOR shall indemnify, defend and hold free and harmless NORWALK and NORWALK's agents, officers, employees and volunteers from and against any and all loss or liability for claims including attorney's fees, that may occur or arise as a result of any act, error or omission of CONTRACTOR, its agents, officers and employees or authorized subcontractors whether negligent or intentional in performing any and all services rendered pursuant to this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of NORWALK. The parties hereto acknowledge that CONTRACTOR does not maintain any employee fidelity insurance policy. Consequently, CONTRACTOR expressly agrees to indemnify NORWALK for any losses or claims, including attorney's fees, that may occur as a result of any theft, fraud, deception or other illegal act, whether negligent or intentional, or CONTRACTOR, its agents, officers, employees or authorized subcontractors which results, directly or indirectly, in a loss of NORWALK assets, whether monetary or tangible or intangible goods.

The indemnification requirements set forth in this section do not extend to any liability resulting from inherent defects or malfunctions in such VEHICLE related to manufacturer's acts or omissions.

**9. Titles:** The VEHICLES will be registered to the CONTRACTOR, however, legal title to the property is, and shall at all times remain, in the name of NORWALK. The property shall not be transferred or delivered to any persons other than CONTRACTOR without NORWALK'S prior written consent.

**10. Cost.** CONTRACTOR's use of the VEHICLES shall be at the lease rate of one dollar (\$1.00) per VEHICLE, per contract year.

**11. Inspection by Contractor.** CONTRACTOR agrees to allow NORWALK to inspect the VEHICLES or otherwise observe it as such times and locations as mutually agreed upon. NORWALK shall provide CONTRACTOR with such mileage, safety, operating, and other information, or copies of any such records with respect to the VEHICLES as NORWALK or any government agency may require from time to time.

**12. Use of Vehicles.** CONTRACTOR may use the VEHICLES for transportation services in all areas under CONTRACTOR's jurisdiction within the contracted scope of services. CONTRACTOR shall not use or operate the VEHICLES in violation of any federal, state, local or provincial law, rule, regulations, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall CONTRACTOR disconnect the odometers or other mileage recording devices, or allow the VEHICLES to be used or operated as follows:

a) In a manner subjecting it to depreciation above the normal depreciation associated with transportation use.

- b) For an illegal purpose or by a person under the influence of alcohol or narcotics.

**13. Risk of Loss.** CONTRACTOR shall assume all risks of loss to the VEHICLES while in their care:

- a) From the time it is delivered by NORWALK to CONTRACTOR and, upon inspection, accepted by CONTRACTOR.
- b) Until the VEHICLES are returned to NORWALK at its place of business.

Upon inspection/acceptance, CONTRACTOR shall be responsible for any and all damages to the equipment except those damages caused by negligence or defects in the original factory design, manufacture, or assembly of said VEHICLES. In the event of damages to a VEHICLE, CONTRACTOR shall notify NORWALK in writing within seven (7) business days to that effect and follow such instructions that NORWALK may provide in writing with respect to repair or disposal of a VEHICLE.

If a VEHICLE is lost, stolen, destroyed, or declared to be a total loss (subject to NORWALK agreement as to such condition), CONTRACTOR shall properly notify NORWALK in writing within seven (7) business days thereof and hold any wreckage for disposal by CONTRACTOR. With respect to any loss, theft, or damage to a VEHICLE, CONTRACTOR and NORWALK shall negotiate the value for replacement of a comparably equipped vehicle in a condition similar to the lost, stolen, or destroyed VEHICLE immediately prior to any such loss.

**14. Assignment.** CONTRACTOR is expressly prohibited from assigning this Agreement, or the Bailment created hereby, or delegating performance of any of its obligations hereunder without the prior written consent of NORWALK.

**15. Publicity.** Neither party shall identify the other party as a joint venturer or partner or otherwise characterize the arrangement between them as anything other than a Bailment.

**16. Prior to Vehicle(s) Being Placed In Service.** The VEHICLES shall have a safety check performed by the CONTRACTOR and the VEHICLE shall possess a NORWALK Identification Number attached before the VEHICLE is placed in service. Identification Numbers are identified in Attachment A.

**17. Return of Vehicle(s).** NORWALK shall provide CONTRACTOR written notification seven (7) business days prior to the termination of this Agreement or replacement of VEHICLE(S). VEHICLES shall be returned and registered to NORWALK in a condition that meets and/or exceed Original Equipment Manufacturer (OEM) specifications. VEHICLE(S) shall be returned to NORWALK clean and free of debris. CONTRACTOR shall be responsible for transporting VEHICLE(S) to

NORWALK at no cost to NORWALK. Maintenance records for VEHICLE(S) shall be provided to NORWALK in an electronic format mutually agreed upon by both parties and written format within seven (7) business days of NORWALK's receipt of VEHICLE(S).

*[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

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

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

**SECTION 10 - 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. 15-442  
PARATRANSIT USER SIDE SUBSIDY TRANSPORTATION PROGRAM  
AND ADVANCED RESERVATION DIAL-A-RIDE (DAR) / SUBSCRIPTION  
SERVICE

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 Work 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 following shall be incorporated into their respective agreements as Exhibit A.

Section 4: General Requirements,

Section 5: Scope of Work/Specifications for  
Paratransit User Side Subsidy Transportation Program

Section 6: Scope of Work/Specifications for  
Advanced Reservation Dial-A-Ride (DAR) Subscription Service

**SATELLITE LOCATIONS BY CITIES FOR  
PARATRANSIT USER SIDE SUBSIDY TRANSPORTATION PROGRAM**

**CITY OF NORWALK.** City of Norwalk residents can travel to the following medical facilities/offices:

<b>City of Bellflower</b>		
1	Aquatic Therapeutic Center	14001 Bellflower Blvd.
2	Bellflower Dental	17615 Lakewood Blvd.
3	Bellflower Health Center	10005 Flower St.
4	Bellflower Medical Building	9604 E. Artesia Blvd.
5	Bellflower Medical Center	9542 E. Artesia Blvd.,
6	Bellwood Medical Center	10230 E. Artesia Blvd.
7	Bellflower Dental Group	10318 E. Rosecrans Ave.
8	California Dental Group	10106 Alondra Blvd., Suite A
9	DaVita Bellflower Dialysis	15736 Woodruff Ave.
10	Fresenius Medical Care, LMC Dialysis Services	10116 Rosecrans Ave.
11	Health Care Partners	10132 Rosecrans Ave.
12	Kaiser	9400 E. Rosecrans Blvd.
13	Kaiser	9333 E. Rosecrans Blvd.
14	Kaiser West	14371-14375 Clark Ave.
15	Montano Family Dentistry / Steven D. Montano, DDS	10056 Rosecrans Blvd.
16	Oral & Maxillofacial Surgery	14343 Bellflower Blvd.
17	Pioneer Medical Group	10234 Rosecrans Blvd.
18	Pioneer Medical Group	10251 Artesia Blvd.
19	Samir T. Ayoub, D.D. S., F.A.G.D.	17024 S. Clark Ave., Suite B.
20	Western Dental Center	9755 Alondra Blvd.

<b>City of Downey</b>		
1	ACE Orthopedic	7860 Imperial Hwy.
2	Anatijit Singh, M.D. / Downey Cardio-Medical Group	11544 Downey Ave.
3	Arthur Carrasco, M.D.	8255 Firestone Blvd., #501
4	Beverly Oncology	11480 Brookshire Ave., Suite 100
5	Brian M. Brown, MD - Ophthalmology	10933 Lakewood Blvd.
6	Cardio Medical Consultants/Douglas B. Segal, M.D.	8327 Davis St., Ste. #101
7	CareMore Medical Center	9040 E. Telegraph Rd.
8	CareMore Medical Center / William V. Adler, MD	12119 Paramount Blvd.
9	Constantino Diachonassios, M.D.	10720 S. Paramount Blvd., Suite 20
10	DaVita Downey Landing Dialysis Center	11611 Bellflower Blvd.
11	Doctor's Offices	11489 Brookshire Ave.

12	Doctors' Offices	11411 Brookshire Ave.
13	Downey Orthopedic	7770 Imperial Hwy.
14	Downey Regional Med. Ctr. – Physical Therapy Facility	11420 Brookshire Ave.
15	Downey Regional Medical Center	11500 Brookshire Ave.
16	Downey Regional Medical Center	11341 Patton Rd.
17	Dr. Dunker, DDS	8500 Florence Ave.
18	Family Dental Center	10501 Lakewood Blvd., #A
19	Jay-Young Health Center	9909 Paramount Blvd. #A
20	Kaiser	11525 Brookshire Ave.
21	Kaiser	9333 Imperial Hwy.
22	Kaiser	9353 Imperial Hwy.
23	Kaiser	9449 Imperial Hwy.
24	Kaiser Imperial/Orchard Offices	12200 Bellflower Blvd.
25	MED-NET: Physical Injury Care Center	12115 Paramount Blvd.
26	Michael E. Sullivan, DDS	11116 Rives Ave.
27	Molina Endodontics	8109 2 <sup>nd</sup> St.
28	Multani Medical Group	8333 Iowa St., #200
29	Nifty After Fifty Physical Therapy/Caremore Medical Bldg.	10000 Lakewood Blvd.
30	Physical & Pool Therapy	9470 Firestone Blvd.
31	Physicians Surgery Center	8200 Firestone Blvd.
32	Pioneer Medical Group	11480 Brookshire Ave.
33	Rancho Los Amigos Medical Center	7601 Imperial Hwy.
34	Renee Patel, MD	8357 Florence Ave.
35	Richard D. Newcomer, DDS	7825 E. Florence Ave., Suite B
36	Robert Jecmen, DDS	8221 E. 3 <sup>rd</sup> St.
37	Downey Community Medical Building	10800 S. Paramount Bl.
38	Shammas Eye Medical Ctr.	8409 Florence Ave., Suite 100
39	Talbert Medical Group	8311 Florence Ave.

<b>City of Lakewood</b>		
1	DaVita Lakewood Dialysis	4645 Silva St.
2	Lakewood Dental	5550 Del Amo Blvd.
3	Lakewood Regional Medical Center	3700 South St.
4	Lakewood Regional Medical Center	3650 South St.
5	Lakewood Regional Medical Center	3300 South St.
6	Lakewood Regional Medical Center	5750 Downey Ave.

<b>City of Whittier</b>		
1	Alliance Surgery Center	7957 Painter Ave., Suite 103
2	Bergman Medical Group	15111 E. Whittier Blvd., Ste 102

3	E. Robert Harris, M.D.	6313 Greenleaf Ave.
4	Glen D. Jarus M.D., Ophthalmologist/Retina Specialist	6319 Greenleaf Ave.
5	Henry B. Bikhazi, M.D.	8135 Painter Ave., Suite 200
6	Hose Kim, M.D.	7205 Greenleaf Ave., Suite B
7	Jack Freimann, M.D.	12535 E. Washington Blvd., Suite 1
8	Jeffery Kronson, M.D.	12291 E. Washington Blvd., Suite 102
9	Kevin Huang, M.D.	8135 Painter Ave., Suite 205
10	Manuel Goncalves, M.D.	12470 Whittier Blvd.
11	Medical Office	12393 Washington Blvd.
12	Michael McGuire, M.D.	7624 Painter Ave.
13	Nadeem Chishti, MD	12472 Washington Blvd.
14	Presbyterian Hospital	12401 Washington Blvd.
15	Regional Pain Treatment Center	14350 Whittier Blvd., Suite 210
16	Richard Parks, M.D.	12486 Washington Blvd.
17	SCU Health System	16200 Amber Valley Drive
18	Whittier Kidney Dialysis Center	16417 E. Whittier Blvd.

**CITY OF SANTA FE SPRINGS.** Santa Fe Springs residents can travel to any location within the City of Santa Fe Springs; and any medical facilities/offices within the following cities:

Bellflower	Downey	Lakewood
Norwalk	Pico Rivera	Whittier



# PROGRAM BROCHURE FOR ADVANCED RESERVATION DIAL-A-RIDE (DAR) / SUBSCRIPTION SERVICE



**Norwalk Transit System**  
12700 Norwalk Blvd.  
Norwalk, CA 90650



## Dial-A-Ride Program

**norwalk transit**



**City of NORWALK**  
Effective: July 2005



### What Is The Dial-A-Ride Service?

Norwalk Transit System (NTS) offers a Dial-A-Ride service reserved for residents of Norwalk who are either 60 years of age and above or are physically disabled, regardless of age.

NTS Dial-A-Ride provides curb-to-curb service for trips taken within the City of Norwalk utilizing lift-equipped accessible vans. Also, NTS provides Taxicab Voucher service for both late evening weekday service and weekday interjurisdictional trips to regional medical facilities.

- Norwalk residents who are disabled pursuant to the State of California Department of Motor Vehicles (DMV) code, Section 295.5 (a) (b) (c) and (d).
- Residents who are 60 years and above with valid proof of age. Valid proof of age may include the following: DMV Identification card, Medicare Identification card with matching photo ID, another form of photo identification showing proof of age (photocopies only, please).

Identification card, Medicare Identification card with matching photo ID, another form of photo identification showing proof of age (photocopies only, please).

- Dial-A-Ride service is available to individuals who have been issued the Federal Medicare Card or DMV disabled identification card.
- Individuals requiring special assistance will be permitted to have an attendant accompany them or be allowed to travel with a service animal. (Please note: Attendants are required to pay full fare and you must have your Doctor fill out Section II of the application).
- Dial-A-Ride service is not available to individuals whose disability is for less than 90 consecutive days.

If you are interested in applying for the NTS Dial-A-Ride service, please complete the attached application. If this is based on a physical disability, please complete the application and forward it to your doctor to complete the Physician's Statement. Your eligibility for Dial-A-Ride service, as it relates to a physical disability, is based primarily on your doctor's medical opinion. Please note that no action can be taken without a signed Physician's Statement for disabled applicants (See attached).

PLACE  
STAMP  
HERE

### Telephone Numbers to Remember

### Norwalk Dial-A-Ride

Reservations.....(562) 929-7512  
 Customer Service.....(562) 929-5550  
 Taxicab Dispatch ..... (866) 400-4841  
 TDD..... (562) 929-2754  
 Norwalk Senior Center...(562) 929-5580  
 Norwalk Social Service Center.....(562) 929-5544

Telephone appointments may be made:  
 Monday - Friday; 6:30am - 7:30pm  
 Saturday and Sunday; 8:30am - 6:00pm

Americans With Disabilities Act (ADA) eligible individuals who wish to travel outside of Norwalk may contact Access Services, Inc. at (800) 827-0829

### Dial-A-Ride Service Eligibility Application

For eligibility based on disability, please complete Parts 1, 2 & 3. For eligibility based on 60 or older, please complete Parts 1 & 2 and provide a copy of a "proof of age" document which shows your picture and date of birth.

**PART 1** (Please print legibly)

Name \_\_\_\_\_  
 Current Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Language Spoken:  English  Spanish  Other  
**Emergency Contact Information:**  
 Name \_\_\_\_\_  
 Relationship \_\_\_\_\_  
 Phone No. \_\_\_\_\_

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**PART 2**

What is your primary method of getting around?  
 Wheelchair  Walking  
 Other \_\_\_\_\_

If you are confined to a wheelchair what type is it?  
 Manual  Electric  Scooter

Do you regularly use a walker?	<input type="radio"/> YES <input type="radio"/> NO
Do you regularly use a cane?	<input type="radio"/> YES <input type="radio"/> NO
Do you have an Attendant?	<input type="radio"/> YES <input type="radio"/> NO

State briefly what is the nature of your disability which may make you eligible for Dial-A-Ride service and prevent you from using our regular transit buses? \_\_\_\_\_

**PART 3 Physician's Statement**

Patient's Name \_\_\_\_\_

**Section I - Eligibility Evaluation**

Please check the appropriate area(s) qualifying your above-named patient for disabled van service.

- \_\_\_\_\_ Is blind; or has visual impairment such that, after best correction, vision in the better eye is incapable of distinguishing shapes.
- \_\_\_\_\_ Is impaired by cardiovascular disease to the extent that functional limitations are classified in severity as class III or class IV according to standards accepted by the American Heart Association.
- \_\_\_\_\_ Suffers from lung disease to the extent that forced (respiratory) expiratory volume for one second when measured is less than one liter or arterial oxygen tension (po2) is less than 60 mm/Hg on room air at rest.
- \_\_\_\_\_ Has lost, or has lost the use of, one or more lower extremities or both hands; or has significant limitation in the use of lower extremities; or has a diagnosed disease or disorder which substantially impairs or interferes with mobility; or is so severely disabled as to be unable to move without the aid of an assistive device.

**Section II - Duration and Degree of Disability**

This patient's condition is:  
 Permanent  Temporary

If temporary, please indicate below the length of disability:  
 3 mos.  6 mos.  
 Other (please specify) \_\_\_\_\_

In your medical opinion, does this patient require the assistance of an attendant (drivers are not permitted to act as attendants):  
 To get to and from the curb to the Disability Van  
 While riding on board the Disability Van

**Section III - Physician Information**

Physician's Name (type or print) \_\_\_\_\_  
 Business Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
 State License No. \_\_\_\_\_

I certify that I am a licensed physician in the State of California and have knowledge of the above applicant. In my professional opinion, this patient qualifies for Norwalk Transit's Dial-A-Ride Van Service.

Physician's Signature \_\_\_\_\_ Date \_\_\_\_\_

**FOR OFFICE USE:**

Proof of Age Document:  
 Verified by: \_\_\_\_\_  
 Approved \_\_\_\_\_ Declined \_\_\_\_\_  
 Date \_\_\_\_\_

**VEHICLE INVENTORY FOR  
ADVANCED RESERVATION DIAL-A-RIDE (DAR) / SUBSCRIPTION SERVICE**

	<b>VEHICLE ID #</b>	<b>YEAR</b>	<b>MAKE</b>	<b>MODEL</b>	<b>FUEL TYPE</b>	<b>LICENSE PLATE</b>	<b>VIN #</b>	<b>GROSS VEHICLE WEIGHT (GVW)</b>
1	7001	2001	Ford	Aerotech E450	Diesel	1064529	1FDWE45F91HA35750	10620
2	7002	2001	Ford	Aerotech E450	Diesel	1092355	1FDWE45F01HA35751	10620
3	7003	2001	Ford	Aerotech E450	Diesel	1064530	1FDWE45F21HA35752	10620
4	7005	2001	Ford	Aerotech E450	Diesel	1064531	1FDWE45F41HA35753	10620
5	7011	2005	Chevrolet	Aero Elite C5500	Gasoline	1208742	1GBG5VIE15F512124	15160
6	7012	2006	Chevrolet	Aero Elite C5500	Gasoline	1213686	1GBG5VIE15F512236	15160
7	7013	2006	Chevrolet	Aero Elite C5500	Gasoline	1213688	1GBG5VIE15F513919	15160

**PRICE SHEET  
PARATRANSIT USER SIDE SUBSIDY TRANSPORTATION PROGRAM**

To furnish the Paratransit User Side Subsidy Transportation Program service described RFP No. 15-442, the Contractor shall charge the meter rate(s) or cost per mile given below.

		Year 1	Year 2	Year 3	Year 4 (Optional)	Year 5 (Optional)
1	Flag Drop; per trip	\$	\$	\$	\$	\$
2	Per Mile	\$	\$	\$	\$	\$
3	Per minute or other time period ( <i>Prices are to be mileage-based only</i> )	\$	\$	\$	\$	\$
4	Administrative Overhead: % of net charges charged to City of Norwalk where net charges are defined as the total trip charges net of collected revenues.	%	%	%	%	%
5	Other charges (please describe):					

Only increases not to exceed the Consumer Price Index (CPI) for all Urban Consumers for Los Angeles Riverside-Orange County, based on the March index of each year, will be allowed in subsequent years.

**PRICE SHEET**  
**ADVANCED RESERVATION DIAL-A-RIDE (DAR) / SUBSCRIPTION SERVICE**

<b>COST CATEGORY</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4 (Optional)</b>	<b>YEAR 5 (Optional)</b>
<b>ADMINISTRATIVE COSTS</b>					
1. Management Wages	\$	\$	\$	\$	\$
2. Fringes	\$	\$	\$	\$	\$
3. Workers' Compensation	\$	\$	\$	\$	\$
4. Liability Insurance	\$	\$	\$	\$	\$
5. Other (describe on separate sheet)					
<b>OPERATING COSTS</b>					
6. Supervisor Wages	\$	\$	\$	\$	\$
7. Drivers Wages	\$	\$	\$	\$	\$
8. Dispatcher Wages	\$	\$	\$	\$	\$
9. Fringes	\$	\$	\$	\$	\$
10. Uniforms	\$	\$	\$	\$	\$
11. Training	\$	\$	\$	\$	\$
12. Licenses	\$	\$	\$	\$	\$
<b>MAINTENANCE COSTS</b>					
13. Mechanic Wages	\$	\$	\$	\$	\$
14. Mechanic Fringes	\$	\$	\$	\$	\$
15. Training	\$	\$	\$	\$	\$
16. Parts/Supplies/Tires	\$	\$	\$	\$	\$
17. Shop Materials	\$	\$	\$	\$	\$
18. Building/Shop Maintenance	\$	\$	\$	\$	\$
19. Towing	\$	\$	\$	\$	\$
<b>OTHER EXPENSES</b>					
20. Start-Up Costs	\$	\$	\$	\$	\$
21. City & Other Fees or Taxes	\$	\$	\$	\$	\$
22. Capital Costs - Specify	\$	\$	\$	\$	\$
23. Other Costs - Specify	\$	\$	\$	\$	\$
24. Utilities	\$	\$	\$	\$	\$
25. Overhead	\$	\$	\$	\$	\$
26. Profit	\$	\$	\$	\$	\$
27. TOTAL COSTS (Sum of Lines 1 - 26)	\$	\$	\$	\$	\$
28. Vehicle Revenue Service Hours	6,000	6,000	6,000	6,000	6,000
29. HOURLY RATE* (#27 divided by #28)	\$	\$	\$	\$	\$
30. Additional Hourly Services Adjustment Rate					

\* Only increases not to exceed the Consumer Price Index (CPI) for all Urban Consumers for Los Angeles Riverside-Orange County, based on the March index of each year, will be allowed in subsequent years.

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

Contract/Agreement/License/Permit No. or description: RFP No. 15-442 Paratransit User Side Subsidy Transportation Program

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: \_\_\_\_\_

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

Contract/Agreement/License/Permit No. or description: RFP No. 15-442 Advanced Reservation Dial-A-Ride (DAR) / Subscription Service

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:	
Detailed description of work and term of contract:	

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Detailed description of work and term of contract:	

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Detailed description of work and term of contract:	

## 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.

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

\* List of agencies subject to change

## Northern Cluster

Area	Counties	Certifying Agencies	
<b>Bay Area/ Central Valley</b>	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	<b>S.F. BAY AREA RAPID TRANSIT DISTRICT (BART)</b> Office of Civil Rights 300 Lakeside Drive 18 <sup>th</sup> Floor Oakland, CA 94612 Phone: (510) 464-6195 Fax: (510) 464-7587 <a href="http://www.bart.gov">www.bart.gov</a> <b>CITY OF FRESNO</b> DBE Program 2101 G Street, Building A Fresno, CA 93706 Phone: (559) 621-1153 Fax: (559) 488-1069 <a href="http://www.fresno.gov">www.fresno.gov</a> <b>SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA)</b> Office of Small & Disadvantaged Businesses 3331 North First Street, Bldg. A San Jose, CA 95134-1906 Phone: (408) 321-5962 Fax: (408) 955-9729 <a href="http://www.vta.org">www.vta.org</a> <b>CENTRAL CONTRA COSTA TRANSIT AUTHORITY (CCCTA)</b> Office of Civil Rights 2477 Arnold Industrial Way Concord, CA 94520-5327 Phone: (925) 676-1976 Fax: (925) 686-2630 <a href="http://www.cccta.org">www.cccta.org</a>	<b>SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY (SFMTA)</b> Contract Compliance Office 1 S. Van Ness Avenue, 6th Floor San Francisco, CA 94103 Phone: (415) 701-4436 Fax: (415) 701-4347 <a href="http://www.sfnuni.com">www.sfnuni.com</a> <b>SAN MATEO COUNTY TRANSIT DISTRICT (SAMTRANS)/ PENINSULA CORRIDOR JOINT POWERS BOARD (CALTRAIN)</b> DBE Office 1250 San Carlos Avenue San Carlos, CA 94070 Phone: (650) 508-7939 Fax: (650) 508-7738 <a href="http://www.samtrans.com">www.samtrans.com</a>
<b>Northern California</b>	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	<b>CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)</b> Office of Business and Economic Opportunity MS 79 1823 - 14 <sup>th</sup> Street Sacramento, CA 95814 Phone: (916) 324-1700 or (866) 810-6346 Fax: (916) 324-1862 <a href="http://www.dot.ca.gov">www.dot.ca.gov</a> <b>YOLO COUNTY TRANSPORTATION DISTRICT (YOLOBUS)</b> DBE Programs 350 Industrial Way Woodland, CA 95776 Phone: (530) 661-0816 Fax: (530) 661-1732 <a href="http://www.yolobus.com">www.yolobus.com</a>

\* List of agencies subject to change