



REQUEST FOR PROPOSAL (RFP) No. 16-465

FOR

**COMPREHENSIVE OPERATIONAL ANALYSIS (COA) FOR THE
NORWALK TRANSIT SYSTEM (NTS) FIXED-ROUTE SERVICE**

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

**RFP RELEASE: MONDAY, JULY 13, 2015
PRE-PROPOSAL CONFERENCE: MONDAY, JULY 27, 2015
SUBMISSION OF QUESTIONS: MONDAY, AUGUST 3, 2015
PROPOSAL DUE: MONDAY, AUGUST 17, 2015**

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NOTIFICATION TO PROPOSERS

The City of Norwalk ("City"), a municipal government, invites proposals from qualified and experienced companies ("prospective Proposers") to provide Norwalk Department of Transportation, a department of the "City" a comprehensive operational analysis (COA) for the Norwalk Transit System (NTS) fixed-route service. Proposals must be submitted in accordance with the conditions outlined in the Request for Proposal ("RFP") attached hereto.

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

The City of Norwalk reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received and to be the sole judge of the merits of the respective proposals received.

DATE: JULY 13, 2015
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 16-465
TITLE: COMPREHENSIVE OPERATIONAL ANALYSIS (COA) FOR THE NORWALK TRANSIT SYSTEM (NTS) FIXED-ROUTE SERVICE

The City of Norwalk ("City") invites proposals from qualified and experienced companies ("Proposers") to provide Norwalk Department of Transportation, a department of the "City" a comprehensive operational analysis (COA) for the Norwalk Transit System (NTS) fixed-route service.

Project Objective:

Identify potential markets for increasing ridership and market share. Analyze the current performance, efficiency and effectiveness of the system and provide recommendations for improvement. Proposed improvements should be based on performance measures and must be specific and quantitative, indentifying changes in the route frequency, running time, alignment, span of service and other operational inputs designed to improve ridership, service efficiency and effectiveness.

Instructions:

A pre-proposal conference will be held on Monday, July 27, 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 inquires 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, August 3, 2015 no later than 2:00 p.m. and shall be submitted in writing to:

*City of Norwalk
Norwalk Transit System
12650 E. Imperial Hwy., Norwalk, CA 90650
Attn: Darlene Mena*

Proposals must be in writing and must be received by the City of Norwalk Purchasing Division by 11:00 a.m., on Monday, August 17, 2015 via U.S. Mail, FedEx, UPS or courier or in person. Proposals received after the above listed date and time will not be considered, regardless of postmark. Prospective Proposers are responsible for having Proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of

the mail by the U.S. Postal Service or City employees. Proposers responding to this RFP must submit the original and three (3) copies of their proposal clearly marked as follows:

*City of Norwalk Purchasing Division
12700 Norwalk Blvd., Room 6, Norwalk, CA 90650
"RFP No. 16-465 COMPREHENSIVE OPERATIONAL ANALYSIS
(COA) FOR THE NORWALK TRANSIT SYSTEM (NTS) FIXED-
ROUTE 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 Proposers that the City will require each Proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and subcontracts financed in part or in whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

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

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

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

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

U.S. Department of Justice
Civil Rights Division
Federal Coordination and Compliance Section, NWB
950 Pennsylvania Avenue, N.W. Washington, D.C. 20530

More information on Title VI is available from the Justice Department online at www.justice.gov

Issued by:

CITY OF NORWALK
Purchasing Division

/s/Darlene Mena _____
Buyer

ESTIMATED SCHEDULE OF EVENTS

1. Monday, July 13, 2015 REQUEST FOR PROPOSAL (RFP) RELEASE
2. Monday, July 27, 2015 PRE-PROPOSAL CONFERENCE
3. Monday, August 3, 2015 LAST DAY FOR SUBMISSION OF QUESTIONS
4. Wednesday, August 5, 2015 RESPONSE TO QUESTIONS
5. Monday, August 17, 2015 PROPOSAL DUE DATE
6. Week of August 24, 2015* INTERVIEWS HELD WITH SHORT-LIST CONSULTANTS
7. Tuesday, September 15, 2015* CITY COUNCIL APPROVAL
8. Monday, October 5, 2015* PROJECT KICK-OFF MEETING
9. Monday, October 12, 2015* PROJECT START DATE

** Tentative Dates*

PROPOSAL SUBMISSION CHECKLIST

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

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

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS

IP.1 PROPOSAL FORMAT AND SUBMITTAL

Proposals must be received at the City of Norwalk Purchasing Division by 11:00 a.m. on Monday, August 17, 2015, via U.S. Mail, FedEx, UPS or courier or in person. The envelope / package must be clearly marked "RFP No. 16-465, Comprehensive Operational Analysis (COA)." Hard copy (printed) submittal of the Proposal documents is required. Respondents to this RFP must submit the original and three (3) copies of their Proposal to:

*City of Norwalk Purchasing Division
12700 Norwalk Blvd., Room 6. Norwalk, CA 90650
RFP No. 16-465 "COMPREHENSIVE OPERATIONAL ANALYSIS (COA)
FOR THE NORWALK TRANSIT SYSTEM (NTS) FIXED-ROUTE 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. Proposals will be publicly opened at the specified time in the Purchasing Division of City Hall, Room 6.

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

Proposals shall not include a photocopy of the following:

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

Proposals shall be typed, single-spaced and submitted on 8½"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and Proposers references have been checked. All Proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

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

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the Proposal non-conforming and non-responsive and may cause its rejection. The completed Proposal shall be without

interlineations, alterations, or erasures. Proposer submitting basic conforming Proposals may choose to submit alternate Proposals as complete and separate offers, if the alternate Proposal offers technical or other improvements or modifications, which are to the overall benefit to the City of Norwalk and its passengers. Any and all alternate Proposals must be submitted in writing and included with the original Proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

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

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

IP.2 EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Work required under this RFP, (2) Proposer comprehends all conditions that may impact the Proposal, (3) Proposer has reviewed of all addenda, and (3) Proposer is capable of providing the equipment, goods and services necessary to perform the Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposers' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Proposer to withdraw its Proposal or to seek additional compensation.

IP.3 ADDENDA

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

IP.4 CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth, the City will issue a written addendum clarifying the matter. Said addendum shall be sent to all persons who have requested the RFP.

All questions, clarifications or comments must be submitted to the contact person at Norwalk Transit System (NTS) no later than 2:00 p.m., Monday, August 3, 2015.

Requests for clarification, questions and comments must be clearly labeled "Written Questions for RFP No. 16-465". Questions may be faxed to (562) 929-5966, **ATTENTION:** Darlene Mena. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

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

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

Section
Paragraph number
Page number
Text of passage being questioned
Question

IP.5 ERRORS IN PROPOSALS

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

IP.6 WITHDRAWAL OF PROPOSALS

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

IP.7 REFERENCES

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

IP.8 PROPOSAL SIGNATURES

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

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

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

IP.9 PRE-CONTRACTUAL EXPENSES

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

- Preparing the Proposal in response to this request.
- Submitting that Proposal to the City.

- Negotiating with the City any matter related to this Proposal, and/or
- Any other expenses incurred by the Proposer prior to date of award.

IP.10 CITY OF NORWALK RIGHTS

In its discretion, the City reserves the right to:

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

IP.11 RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

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

IP.12 CONFIDENTIALITY AND PUBLIC RECORD

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

IP.13 JOINT OFFERS

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

IP.14 COMPANY PERSONNEL

It shall be the burden of the successful Proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful Proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful Proposer's

personnel shall conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Proposer will not be tolerated and the offense can be justification for termination of contract; and/or removal of personnel from the work being performed under the terms and conditions of the contract. All subcontractors of successful Proposer shall abide by all the requirements set forth in this section.

IP.15 SINGLE PROPOSAL RESPONSE

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

IP.16 PRICE SHEET

Sheet shall accompany the submitted proposal and be provided on Exhibit B.

IP.17 PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

Protests related to the content of the RFP shall be received no later than ten (10) working days prior to the Proposal due date.

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

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

All protests shall be submitted to the contact person identified in this solicitation.

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

IP.18 INCORPORATION OF PROPOSAL INTO AGREEMENT

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

IP.19 PROPOSAL EVALUATION CRITERIA

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

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

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

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

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

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

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

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

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

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

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

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

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

Proposer Qualifications and Experience:

35%

The qualifications of the Proposer will be evaluated in terms of relevant experience in performing work of a similar nature for other municipal transit operators, assessment of client references as a narrative in the proposal.

The Proposer shall:

1. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
2. Describe specialized training, experience and professional competence in the area directly related to this RFP.
3. Identify subcontractors by company name, address, contact person, telephone number, and project function, if applicable. The narrative shall include a summary of the roles and responsibilities of each subcontractor.

Cost:

35%

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

Proposer Organization:

30%

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

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

Provide a general description of the firm's financial condition and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger, etc.) that may impede the Proposer's ability to complete the project. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five (5) years or (b) any type of project where claims or settlements were paid within the last five (5) years.

IP.20 DBE PARTICIPATION

Effective July 21, 2015, the City of Norwalk's Department of Transportation Federal Transportation Administration (FTA) overall anticipated level of DBE participation for federal fiscal year 2015/16 through 20170/18 is 3% 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 subcontractors in Exhibit H, Proposer shall identify them as DBE with the approximate value of their subcontract.

SECTION 2 - GENERAL TERMS AND CONDITIONS

GC.1 DEFINITIONS

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

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

GC.2 ASSIGNMENT AND SUBCONTRACTORS

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

GC.3 SAMPLE AGREEMENT

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

GC.4 NOTICE OF LABOR DISPUTE

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

GC.5 DISPUTES

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

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

Performance During Dispute

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

Claims for Damages

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

Remedies

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

Rights and Remedies

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

GC.6 ASSUMPTION OF RISK OF LOSS

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

GC.7 LICENSING, PERMITS AND TAXES

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

GC.8 WAIVER OF TERMS AND CONDITIONS

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

GC.9 INDEMNIFICATION

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

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

GC.10 INTEREST OF MEMBERS OF THE CITY

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

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

GC.11 TERMINATION FOR DEFAULT

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

GC.12 CANCELLATION OF AGREEMENT

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

GC.13 TERMINATION FOR CONVENIENCE

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

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

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

GC.14 FORCE MAJEURE

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

GC.15 INSPECTION AND ACCEPTANCE

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

GC.16 EXCESS REPROCUREMENT LIABILITY

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

GC.17 DELIVERY/INSTALLATION

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

GC.18 METHOD OF PAYMENT

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

GC.19 NON-RESTRICTIVE CLAUSES

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

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

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

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

GC.20 INSURANCE

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

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

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

(a) Broad-form commercial general liability insurance with minimum limits of one million dollars (\$1,000,000) combined single limit coverage against any injury, death, loss or property damage as a result or wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of work under this Agreement;

(b) Automobile liability insurance, with minimum combined single limits coverage 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 coverages with respect to liabilities arising out of Contractor's work 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 Effective Date of the Agreement, and thereafter maintain current endorsements on file with 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.

GC.21 CERTIFICATE OF NON-COLLUSION

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

GC.22 PATENT AND COPYRIGHT INFRINGEMENT

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

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

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

GC.23 CONFLICTS OF INTEREST

Each Proposer represents and warrants, and if awarded a contract, will covenant, that it presently has no interest and shall not acquire any financial interest, direct or indirect, in

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

GC.24 ORDER OF PRECEDENCE

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

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

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

GC.25 CHANGES

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

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

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

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

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

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

GC.26 DIFFERING SITE CONDITIONS

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

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

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

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

SECTION 3 - SCOPE OF WORK

1. Task A: Surveys.

1.1 Task Deadline. CONSULTANT shall complete task within twenty (20) calendar days from Project Start Date.

1.2 Personnel. CONSULTANT's personnel performing survey be fluent in both English and Spanish language.

1.3 Survey Format. Survey document shall be typed on a double-sided cardstock sheet with English language one side, and Spanish language on the opposite side.

1.4 System-wide Ridership Survey. For a period of three (3) weekdays and a Saturday and a Sunday service, the CONSULTANT shall record and analyze the following areas for one hundred percent (100%) of the trips along the Norwalk Transit System (NTS) routes using a statistically valid sampling methodology to include the following criteria:

- a. Daily ridership.
- b. Total boardings and alightings.
- c. On-off counts at all stops including load factors and maximum load points.
 - i. CONSULTANT shall highlight all trips or portions of trips exceeding one hundred ten percent (110%) of seating capacity.
 - ii. CONSULTANT shall identify the major passenger generators, including the impact and duration of overcrowding.
- d. On-time performance identifying, by coach run and trip [those trips exceeding five (5) minutes late and those trips leaving early].
- e. Running time assessments by time of day on a line by line basis, including "dead-head" and recovery time.

1.5 Onboard Passenger Survey. Through a statistically valid onboard survey questionnaire to be reviewed and approved by NTS prior to implementation, the CONSULTANT shall collect and analyze the following data:

- a. Origin and destination by line
- b. Trip purpose by line.
- c. How long [i.e. days, months, etc.] rider has been using NTS.

- d. Type of fare [i.e. adult fare, student fare, etc.] paid.
- e. Bus stop facilities.
- f. System safety.
- g. Passenger comments and suggestions related to the service and the system.
- h. Other topics as agreed upon by NTS staff.

1.6 Analysis. CONSULTANT shall propose revisions to routes and schedules to effectively meet the demands for services by current passengers and anticipated needs of potential transit users (includes recommendations to address overcrowding, directness, convenience) that maximize operational effectiveness and efficiency within the allocation of resources.

2. Task B: Consultant's Summary of Findings.

2.1 Task Deadline. CONSULTANT shall complete task within forty (40) calendar days from Project Start Date.

2.2 CONSULTANT shall use the data collected in the Task A and financial data supplied by NTS, to evaluate existing route conditions as delineated below.

2.2.1 Aggregate Data. CONSULTANT shall aggregate the following data by route:

- a. In-service and deadhead miles operated.
- b. Service and platform hours operated.
- c. Operating costs.
- d. Peak hours of service by bus or ridership by route and day.
- e. Farebox revenues by route and day; including average fare and farebox recovery (including EZ Pass and GO Rio reimbursement program).
- f. Daily linked and unlinked ridership by route segment, trip and time of day for weekdays, Saturdays and Sundays.

2.3 Analysis and Evaluation. CONSULTANT shall analyze and evaluate each NTS bus route incorporating the following:

- a. Passengers per hour by route, route segment, trip, time of day and fare category for weekdays, Saturdays and Sundays.
- b. Passengers per mile by time of day for weekdays, Saturdays and Sundays.
- c. Compile data as to the number of boarding and alighting passengers for each doorway and the number of wheelchair lift activations.
- d. Schedule adherence and running times at time points. NTS defines on-time performance (OTP) as buses arriving at a scheduled stop between zero minutes early and up to five (5) minutes late. Using OTP as a parameter, CONSULTANT shall document the actual time that each trip is early/late.
- e. Maximum load points, load factors and average trip lengths by time of day. CONSULTANT shall evaluate all trips or portions of trips exceeding one hundred ten percent (110%) percent of seating capacity. CONSULTANT shall analyze the peak loading points including the severity and duration of overcrowding.
- f. Ratio of revenue miles to total miles operated.
- g. Significant origin-destination combinations.
- h. Service comments.
- i. Operating cost per platform hour.
- j. Revenue per vehicle service mile.
- k. Operating cost per passenger.
- l. Operating cost per revenue hour.
- m. Passenger miles.
- n. Pay hours per platform hour.
- o. Graphic comparison of demographic characteristics of riders to total population of service area by census tract.
- p. Major ridership generators.

2.3.1 Transfer Analysis. Transfer patterns as it relates to transfers issued and received; identifying significant transfer connections and issues that may affect transit circulation. Develop transfer matrix and GIS maps that indentify inter-agency and intra-

agency transfer points. Identify related inter-agency transfer opportunities that would mitigate late evening span of service modifications (reductions). Analyze potential impact of second boarding transfer policy.

2.3.2 Key Performance Indicators (KPI) Analysis. Review and summarize industry-wide KPI data and goals from similar transit agencies (i.e. Los Angeles County Municipal operators; or agencies with similar profile as NTS).

- a. Recommend KPI goals for review by NTS.
- b. Provide recommendations on how to improve NTS KPIs.

2.4 Route Maps and System Map. CONSULTANT shall create individual maps for each NTS route and the NTS System map in which can be plotted and manipulated in a geographic information system (GIS) mapping application.

2.4.1 Format. All maps shall include the following criteria:

- a. Arial font typeset.
- b. Full color.
- c. Insert scale by ½ mile increments.
- d. The presentation of each route on their respective individual map and System Map shall coincide in the same color scheme of current NTS route schedules.
- e. Street names shall possess a smaller typeset size than City name and are to have first letter in uppercase and remaining letters in lowercase, mixed case.
- f. City names shall be in capital bold letters and a larger typeset than street names.
- g. Legend to include Landmarks [schools, government buildings, parks, shopping plazas, community centers, libraries, hospitals, Metrolink Station, Metro Green Line Station]. Landmarks are to be identified with first letter in uppercase and remaining letters in lowercase, mixed case.
- h. City boundaries identified by dotted line and/or grayed out areas.
- i. Overlay of other NTS routes via a unique color or clear marking.
- j. Identifiers in relation to the pickup/drop-off locations as indicated in the current NTS route schedules.

2.4.2 Specialized Maps.

- a. Local and Interagency transfer points.
- b. Boardings and Alightings at all stops for each route.
- c. Average number of passengers on board buses for each segment of each route.
- d. Average passenger load versus the capacity per segment of each route.
- e. Total passenger volume of each segment of each route for the NTS system.
- f. Transfer points with Los Angeles County Metropolitan Transportation Authority [Metro] or other municipal or local fixed-route bus operators.

2.5 Passenger profile. CONSULTANT shall prepare a Line-by-Line passenger profile. CONSULTANT shall include the Final Report a narrative and demographic profiles of the passenger boarding on each route during typical weekday AM and PM peaks. The profile shall include the following:

- a. Summary of all passenger fare types as indicated on the NTS Fare Table below;

	Description	Fare
1	Adult Fare.	\$1.25
2	Student (Grade K-12): Two children under 5 ride free when accompanied by an adult paying one full fare.	\$1.00
3	Senior (Age 62 & Older) / Disabled / Medicare Card Holder Proof of age included: Medicare card; LACTOA TAP Disabled or Senior ID card.	\$0.60
4	NTS Local Transfer: Transferring from one (1) NTS bus to another NTS bus.	\$0.50
5	Interagency Transfer: Transferring from one (1) NTS bus to another municipal operator (i.e. Long Beach Transit, Montebello Bus Lines, Metro, OCTA, etc.)	\$0.50

- b. major origins and destinations of these fare type groups, including their transfer patterns; and a summary of the types of trips the groups are making;

- c. a detailed analysis of demographic information shall include passenger ethnicity, gender, primary language spoken;
- d. attributes specific to the ridership of each bus route being surveyed; and
- e. identifying areas of overcrowding, unreliability, and service under-utilization by route segment.

2.6 Transfer Analysis. CONSULTANT shall prepare a transfer analysis as follows:

- a. Analyze transfers issued and received to determine general travel patterns.
- b. Identify significant transfer connections.
- c. Organize information into a transfer matrix.
- d. Determine the impact of the Bus to Rail one time use TAP card introduced in May 2014 for transfer from NTS buses to Metro light rail at the Norwalk Green Line Station.
- e. Analyze proposed interagency transfer policy regarding TAP card holders versus cash fares.

3. TASK C: Service Implementation Plan.

3.1 Task Deadline. CONSULTANT shall complete task within sixty (60) calendar days from Project Start Date.

3.2 Data collected in Task A and Task B shall be synthesized into the service improvement plan. Recommendations shall be categorized as described below.

- a. Short-term [one (1) three (3) years]; or
- b. Mid-term [three (3) to five (5) years]; or
- c. Long-range [five (5) to ten (10) years].

4. TASK D: Draft Final Report.

4.1 Task Deadline. CONSULTANT shall complete task within eighty (80) calendar days from Project Start Date.

4.2 CONSULTANT shall provide to the CITY a Draft Final Report of complete analysis from Tasks A, B, C, and D in the following formats:

- a. One (1) Compact Disc (CD) to include the typed Draft Final Report in MS Office Word; accompanied with all NTS route maps and System Map and

database materials in the following format(s): MS Office Excel, MS Office Word, and/or Adobe Acrobat.

- b. Three (3) individual complete sets inserted into three (3) ring binders consisting of the following elements:
 - i. Name of project on exterior spine of binder.
 - ii. Name of project on exterior cover of binder.
 - iii. Table of contents inside binder.
 - iv. Sections delineated by descriptively labeled indexes/tabs.

4.3 Needs and Deficiencies. CONSULTANT shall identify NTS needs and deficiencies. CONSULTANT shall provide a report on system needs and deficiencies. Report shall provide the following:

- a. Implications of the changing demographics and transit dependency characteristics of passengers who utilize NTS.
- b. Future growth and changing patterns in trip generators.
- c. Changes occurring in the provision of regional transit and changes in State and Federal legislation should also be addressed.

4.4 Policy Related Matters. CONSULTANT shall identify and prioritize key policy issues facing NTS and the City of Norwalk and the surrounding Service Area in transit service design. Report shall provide the following:

- a. CONSULTANT shall include input obtained from meetings with the NTS Management staff on current service policies and planning issues.
- b. CONSULTANT shall incorporate City of Norwalk and NTS planning documents regarding future changes in land use and development patterns.

4.5 Service Area Demographics and Employment Data. CONSULTANT shall analyze Service Area demographics and employment data. Report shall provide the following:

- a. CONSULTANT shall compare current transit ridership patterns to overall area travel patterns.
- b. CONSULTANT shall identify significant links in overall travel patterns where transit ridership is relatively low, or where direct transit service is not provided.

4.6 Alternative Route and System Configurations.

4.6.1 CONSULTANT shall develop alternative route and system configurations. CONSULTANT shall provide a review of the existing route configuration to ascertain effectiveness of the system. This review will address issues which may arise as part of Tasks A and B and best practices.

4.6.2 Based on the study results, the CONSULTANT shall prepare recommendations on the alternatives NTS should consider in order to best meet the transportation needs of the public. Alternative route configurations shall be examined for feasibility and effectiveness including the modification of fixed-route service, as may be warranted. CONSULTANT shall also present the financial impacts of the recommendations.

4.7 Intercommunity Routes. CONSULTANT shall evaluate inter-community routes #3 and #5. CONSULTANT shall ascertain whether these routes should continue to operate as individual routes or be combined with other NTS routes to serve a larger area and strengthen the NTS route network.

4.8 Senior Age Policy. CONSULTANT shall assess potential impact to fixed-route revenues if the senior age requirement is reduced from 62 to 60 years of age. The current policy to qualify for "senior fare" under the Advanced Reservation Dial-A-Ride program is 60 years of age while fixed-route service is 62 yrs of age. This study will assist with fare policy decision making whether to streamline the definition of "senior" so the same metric applies to both fixed-route and demand-response services.

4.9 Bus Stop Amenities. CONSULTANT shall perform a physical inventory of each stop within the NTS fixed-route system and perform an analysis physical condition. Bus stops within the City of Norwalk are of the following Tier System:

	Description	Amenities
1	Tier 1	Sign, trash receptacle.
2	Tier 2	Tier 1 with bench seating.
3	Tier 3	Tier 2 with shelter and shelter lighting.
4	Landmark	Tier 3 with decorative stone and pavers.

4.9.1 CONSULTANT shall illustrate whether ridership for each stop warrants a Tier upgrade pursuant to the NTS bus stop ridership policy.

4.10 Conversion of Data. Format/validate NTS' route/schedule service data (#1-5) to GTFS data and convert into GIS shape files.

5. TASK E: Final Report.

5.1 Task Deadline. CONSULTANT shall complete task within one hundred (100) calendar days from Project Start Date.

5.2 Format. CONSULTANT shall provide to the CITY a Final Report in the same submission format as the Draft Final Report and shall contain the following elements:

5.3 Evaluation of operating effectiveness and efficiency of the existing fixed-route bus services (Routes #1, #2, #3, #4, and #5) including prior service modifications, service integration of routes and service levels to ensure the appropriate allocation of system resources.

5.4 Evaluation of inter-community routes #3 and #5, whether these routes should continue to operate as individual routes or be combined with other routes to serve a larger area to strengthen the NTS route network.

5.5 Develop recommendations for optimization of NTS' immediate and future service needs as it relates to restructuring its existing bus services by taking into account the following:

- a. Executive Summary of findings,
- b. an explicit description of the data collection and research methods used,
- c. evaluation criteria used to determine the validity and reliability of the analysis,
- d. and graphic presentations and/or tabular reports of all the data collected accompanied by explanatory text and commentary on the data.
- e. A comparative analysis of NTS and other in-house municipal fixed-route services in Los Angeles County which are comparable in size.
- f. Residential and economic growth in the NTS service area.
- g. Impact of commuter rail services related to the Norwalk/Santa Fe Springs Metrolink Station and light rail services at the Metro Green Line/605 freeway station, including present and future connectivity between the two (2) rail heads.
- h. Existing travel patterns of transit dependant riders and discretionary riders to explore the best possible approach to enhancing the use of public transportation, increasing ridership and consequently mitigating the increasing congestion in the service area.

- i. Potential realignment restructuring of services to provide improved regional integration, reduced duplication and improved coordination with the regional service provider (Los Angeles County Metropolitan Transportation Authority [Metro]), other municipal operators (i.e. Montebello Bus Lines, Long Beach Transit, Foothill Transit, etc.) and local transit providers through visual maps depicting overlays on NTS fixed-route services.
- j. Ridership trends and service needs of all colleges in / near NTS service area including, Cerritos College, Rio Hondo College, Whittier College, Biola University, etc.

The results of the analysis shall be used to ensure that NTS continues to improve its service to meet both current and future needs of the community within the constraints of available funding from local, State and Federal sources.

6. Meetings. The CONSULTANT shall participate in up to two (2) to three (3) public meetings held with community groups, committees and governing boards regarding this analysis and CONSULTANT may be requested to present the Final Report in person to a group determined by NTS. Presentation(s) shall consist of full color copy handouts, MS Office PowerPoint presentation(s), and copies of data collected during project.

7. Weekly Status Reports. CONSULTANT shall produce Weekly Status Reports which shall be submitted electronically to the CITY Project Manager, or his/her designee, and shall include a description of accomplishments to date, a comparison of actual-to-scheduled progress and the proportion of budget expended by project task.

8. Collection of Data. Submission of all source data for surveys and system and route analyses contained in the Summary of Findings (Task B). Route summaries, including all cross-tabulated information and charts, shall be submitted for each bus route. All work papers developed in connection with the project shall include calculation methodology, assumptions and data worksheets, which can be used as audit trails for financial and non-financial data. All maps, graphics and charts and tables developed shall also be submitted.

SECTION 4 - FORM OF CONTRACT (SAMPLE)

**AGREEMENT FOR
PROFESSIONAL SERVICES
(City of Norwalk)**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is dated _____ (“Effective Date”), and is between the City of Norwalk, a California municipal corporation (“CITY”) and _____, a [Legal Status of Consultant, e.g., California corporation, California limited liability company, California partnership, sole proprietor] (“CONSULTANT”).

R E C I T A L S

- A. CITY desires to utilize the services of an independent contractor to provide professional services for the comprehensive operational analysis (COA) for the Norwalk Transit System (NTS) fixed-route service.
- B. CONSULTANT 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 CONSULTANT and CONSULTANT desires to serve CITY to perform these services subject to the terms contained herein and all applicable local, state and Federal regulations.

The parties therefore agree as follows:

1. CONSULTANT’s Services.

1.1 Scope of Work. CONSULTANT shall perform the specific work more particularly described in Exhibit A for the Project, and in accordance with the provisions of Request for Proposal (“RFP”) No. 16-465 and all Addenda.

1.2 RFP No. 16-465 and Addenda. CONSULTANT has confirmed receipt of all Addenda amending RFP No. 16-465, and CONSULTANT, in the performance of all services required under this agreement, shall adhere to RFP No. 16-465 and all Addenda provided to CONSULTANT.

1.3 Personnel. CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the work under this Agreement. All of the work required under this Agreement will be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such work.

1.4 Party Representatives. For purposes of this Agreement, the City Representative shall be the City Manager or such other person designated by the City

Manager (the "City Representative"). For purposes of this Agreement, the Consultant Representative shall be [Name, Title] (the "Consultant Representative").

1.5 Time of Performance. CONSULTANT shall commence the services required under this Agreement immediately upon receipt of a Notice to Proceed for such services from the City Representative, or his or her designee.

2. Term of Agreement. The term of this Agreement shall be from the date of the Notice to Proceed through completion of the Project, unless sooner terminated as provided in Section 13 herein.

3. Compensation.

3.1 As full compensation for CONSULTANT's services provided under this Agreement, and subject to the maximum amount of compensation hereafter provided, CITY shall pay CONSULTANT in accordance with the rates set forth in Exhibit B ("Rate Sheet"). The maximum amount of compensation that CITY shall pay CONSULTANT pursuant to this Agreement is _____ Dollars (\$_____) for the term set forth in Section 2. CITY shall not pay CONSULTANT rates higher than those specified in Exhibit B, unless mutually agreed by the City Council and the Consultant Representative.

CITY shall not allow any claims for additional products provided or services performed by CONSULTANT, unless the City Council or the City Manager, as authorized, authorizes the additional products or services in writing prior to CONSULTANT's provision of the products, performance of the additional services or incurrence of additional expenses. Any additional products or services authorized by the City Council shall be compensated at a rate mutually agreed to by the parties. Any additional services authorized by the City Manager, including pursuant to an extension or amendment of this Agreement, shall be compensated at a rate mutually agreed to by the parties, subject to a maximum compensation amount for all additional services of _____ Dollars (\$_____) and only if the funds for the additional services are included in the adopted budget. CITY shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

4.1 Invoices. CONSULTANT shall submit to CITY detailed monthly invoices for all services performed and expenses incurred, if any, pursuant to this Agreement during the prior month. CITY shall review invoices and notify CONSULTANT within ten (10) business days of any disputed amounts. Invoices are subject to approval by the City Representative, or his or her designee.

4.2 Payment. CITY shall pay all undisputed portions of an approved invoice within thirty (30) calendar days after receipt of the invoice up to the maximum compensation amount set forth in Section 3.1 of this Agreement. CITY shall not withhold federal payroll, state payroll and other taxes, or other similar deductions from each payment made to CONSULTANT.

4.3 Audit of Records. Upon CITY providing 24-hour prior notice, CONSULTANT shall make all records, invoices, time cards, cost control sheets and other records maintained by CONSULTANT in connection with this Agreement available to CITY for review and audit by CITY. CITY may conduct such review and audit at any time during CONSULTANT's regular working hours.

5. Standard of Performance. CONSULTANT 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 (collectively, "work product") developed by CONSULTANT in the performance of this Agreement shall be and remain CITY's property without restriction or limitation upon its use or dissemination by CITY. Work product shall not be the subject of a copyright application by CONSULTANT. Any alteration or reuse by CITY of work product on any project other than the Project shall be at CITY's sole risk, unless CITY compensates CONSULTANT for such reuse.

7. Status as Independent Consultant. CONSULTANT is, and shall at all times remain as to CITY, a wholly independent contractor. CONSULTANT 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 CONSULTANT or any of CONSULTANT's employees, except as set forth in this Agreement. CONSULTANT 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. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT 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. CONSULTANT shall fully comply with the workers' compensation law regarding CONSULTANT and CONSULTANT's employees. CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. CITY may offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section 7.

8. Confidentiality. CONSULTANT covenants that all data, documents, discussion, or other information (collectively "data") developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT to any person or entity without CITY's prior written authorization. CITY shall grant such authorization if disclosure is required by law. CONSULTANT shall return all data to CITY upon the expiration or termination of this Agreement. CONSULTANT's covenant under this Section 8 shall survive the expiration or termination of this Agreement.

9. Conflict of Interest. CONSULTANT and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of

California applicable to CONSULTANT's services under this Agreement, including, without limitation, the Political Reform Act (Cal. Gov. Code, § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, CONSULTANT shall may perform similar services for other clients, but CONSULTANT and its officers, employees, associates and subcontractors shall not, without the City Manager's prior written approval perform work for another person or entity for whom CONSULTANT is not currently performing work that would require CONSULTANT 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. CONSULTANT 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 as Exhibit C. CONSULTANT's covenant under this Section 10 and shall survive the expiration or termination of this Agreement.

11. Insurance.

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

(a) Broad-form commercial general liability insurance with minimum limits of one million dollars (\$1,000,000) combined single limit coverage against any injury, death, loss or property damage as a result of wrongful or negligent acts by CONSULTANT, its officers, employees, agents, and independent contractors in performance of work under this Agreement;

(b) Automobile liability insurance, with minimum combined single limits coverage 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 coverages with respect to liabilities arising out of CONSULTANT's work under this Agreement.

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

If to CONSULTANT:

15. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, CONSULTANT 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. CONSULTANT shall take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

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

17. Compliance with Laws. CONSULTANT shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement, including all federal and state grant funding requirements applicable to this Agreement.

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

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

20. Exhibits; Precedence. Exhibits A, B and C, RFP No. 16-465 and all Addenda to RFP No. 16-465 are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

21. Governing Law and Choice of Form. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule

of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Norwalk.

22. 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

[CONSULTANT NAME]

By: _____
Name:

By: _____
Name:
President/CFO

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

SECTION 5 - FORMS AND CERTIFICATIONS

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LETTER OF TRANSMITTAL

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

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 16-465
COMPREHENSIVE OPERATIONAL ANALYSIS (COA) FOR THE
NORWALK TRANSIT SYSTEM (NTS) FIXED-ROUTE 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 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.
3. 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 WORK

The Scope of Work, Section 3, of RFP 16-465, is herein incorporated by reference.

PRICE SHEET

TASK		PERSONNEL BREAKDOWN BY HOURS								
TASK A - Surveys										
Enter name here:										
1	System-wide Onboard Survey									
2	Onboard Passenger Survey									
3	Title VI Survey									
Subtotal of Hours										
TASK B - Summary of Findings										
Enter name here:										
1	Aggregate data by route									
2	Analyze and evaluate each NTS route									
3	Preparation of route maps									
4	Passenger profile									
5	Identify areas of overcrowding, etc.									
6	Transfer analysis									
Subtotal of Hours										
TASK C - Service Improvement Plan										
Enter name here:										
1	Identify needs and deficiencies									
2	Identify and prioritize issues									
3	Analyze service area demographics									
4	Develop alternative route system config.									
5	Evaluate inter-community routes									
Subtotal of Hours										
TOTAL HOURS										
Rate per hour		\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal Cost		\$	\$	\$	\$	\$	\$	\$	\$	\$
Other Direct Costs										
1	Travel	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Lodging plus per diem	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Reproduction	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	Communications	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	Other (description required)	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal Cost		\$	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL COST		\$	\$	\$	\$	\$	\$	\$	\$	\$
GRAND TOTAL										\$

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

Contract/Agreement/License/Permit No. or description: RFP No. 16-465 Comprehensive Operational Analysis

Indemnitor(s): _____
(list all names)

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

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

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

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

"Indemnitor"

Name: _____
(Print)

Name: _____
(Print)

By: _____
(Signature)

By: _____
(Signature)

Title: _____

Title: _____

Date: _____

Date: _____

REFERENCES

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

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

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

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

CERTIFICATION OF NON-COLLUSION

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

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

Dated: _____

Company Name: _____

Signature: _____

NOTARY

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

_____ My commission expires _____, 20__.

Type or Print Title

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

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

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

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

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

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

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

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

Signature and Title of Authorized Official

Date

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

CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

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

_____ that:
(Name of company)

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

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

Executed this _____ day of _____, 20__.

Signed by: _____

Type or Print Name

DESIGNATION OF SUBCONTRACTORS

(required for construction contracts)

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

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

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

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)



Roster of Certifying Agencies

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

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

<i>Southern Cluster</i>				
Area	Counties	Certifying Agencies		
Riverside, Imperial & San Diego (RIS)	Imperial Riverside San Diego	<p><u>SUBMIT APPLICATION PACKAGE TO:</u></p> <ul style="list-style-type: none"> ➤ CITY OF LOS ANGELES ➤ LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY <p style="text-align: center;"><u>OR</u></p> <ul style="list-style-type: none"> ➤ CALIFORNIA DEPARTMENT OF TRANSPORTATION <p style="text-align: center;">SEE CONTACT INFORMATION BELOW.</p>		
Los Angeles Area	Kern Los Angeles Orange San Bernardino San Luis Obispo Santa Barbara Ventura	<table border="0"> <tr> <td style="vertical-align: top;"> <p>CITY OF LOS ANGELES Bureau of Contract Admin. Centralized Certification Section 1149 S. Broadway, Ste 300 Los Angeles, CA 90015 Phone: (213) 847-2684 Fax: (213) 847-2777 http://bca.lacity.org</p> </td> <td style="vertical-align: top;"> <p>LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) Diversity and Economic Opportunity Department One Gateway Plaza, MS 99-13-5 Los Angeles, CA 90012 Phone: (213) 922-2600 Fax: (213) 922-7660 www.metro.net</p> </td> </tr> </table>	<p>CITY OF LOS ANGELES Bureau of Contract Admin. Centralized Certification Section 1149 S. Broadway, Ste 300 Los Angeles, CA 90015 Phone: (213) 847-2684 Fax: (213) 847-2777 http://bca.lacity.org</p>	<p>LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) Diversity and Economic Opportunity Department One Gateway Plaza, MS 99-13-5 Los Angeles, CA 90012 Phone: (213) 922-2600 Fax: (213) 922-7660 www.metro.net</p>
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* List of agencies subject to change

Northern Cluster

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

* List of agencies subject to change