

TABLE OF CONTENTS

SECTION	Page(s)
NOTIFICATION TO CONTRACTORS	5
COVER LETTER	6-7
ESTIMATED SCHEDULE OF EVENTS	8
SECTION 1 - INSTRUCTIONS TO CONTRACTORS	9-17
IP.1	Proposal Format and Submittal
IP.2	Examination of Proposal Documents
IP.3	Addenda
IP.4	Pre-Proposal Conference
IP.5	Clarifications
IP.6	References
IP.7	Proposal Signatures
IP.8	Pre Contractual Expenses
IP.9	City of Bell Rights
IP.10	Licenses, Permits, Fees and Assessments
IP.11	Taxi Cab Owner's Permit (if applicable)
IP.12	Responsibility for Compliance with Legal Requirements
IP.13	Confidentiality and Public Record
IP.14	Joint Offers
IP.15	Certifications
IP.16	Single Proposal Response
IP.17	Price Sheet
IP.18	Protest Procedures
IP.19	Incorporation of Proposal into Agreement
IP.20	Proposal Evaluation Criteria
IP.21	Award of Contract
IP.22	Preference for Hiring of Local Residents
SECTION 2 - GENERAL TERMS AND CONDITIONS	18-28
GC.1	Definitions
GC.2	Prime Contractor
GC.3	Assignment and Subcontractors
GC.4	Sample Agreement
GC.5	Notice of Labor Dispute
GC.6	Disputes
GC.7	Assumption and Risk of Loss
GC.8	Waivers of Terms and Conditions
GC.9	Indemnification
GC.10	Interest of Members of the City
GC.11	Term of Contract
GC.12	Termination for Default
GC.13	Liquidated Damages
GC.14	Cancellation of Agreement
GC.15	Force Majeure
GC.16	Inspection and Acceptance
GC.17	Excess Reprocurement Liability

- GC.18 Delivery
- GC.19 Method of Payment
- GC.20 Annual Price Adjustment
- GC.21 Nonrestrictive Clauses
- GC.22 Insurance
- GC.23 Certificate of Non-Collusion
- GC.24 Patent and Copyright Infringement
- GC.25 Conflicts of Interest
- GC.26 Warranties
- GC.27 Order of Precedence
- GC.28 California Air Resources Board

SECTION 3 – CONTRACTOR REQUIREMENTS

29-38

- CR.1 Qualification of Contractor
- CR.2 Staffing Requirements
- CR.3 Operations Management
- CR.4 Project Manager
- CR.5 Administration of Services
- CR.6 Personnel Practices
- CR.7 Technical Equipment
- CR.8 Prohibition of Gratuities
- CR.9 Facilities
- CR.10 Service Penalties
- CR.11 Service Incentives

SECTION 4 - SCOPE OF WORK/SPECIFICATIONS FOR BUS AND PARATRANSIT (DAR) TRANSPORTATION SERVICES

39-48

- SP.1 Background
- SP.2 Qualifications and Related Work Experience
- SP.3 Management and Organization
- SP.4 Project Manager
- SP.5 Administration
- SP.6 Advanced Reservation Dial-A-Ride Paratransit Operation
- SP.7 Vehicles - Advanced Reservation Dial-A-Ride Paratransit
- SP.8 Fixed Route Bus Program Operation
- SP.9 General Provisions-Vehicles
- SP.10 Vehicle Maintenance Program
- SP.11 Preventative Maintenance Program
- SP.12 Return of Vehicles

SECTION 5 - SCOPE OF WORK/SPECIFICATIONS FOR DEMAND RESPONSE DIAL-A-RIDE TAXI TRANSPORTATION SERVICES

49-52

- SP.13 Qualifications and Related Work Experience
- SP.14 Taxi Cab Owners Permit
- SP.15 Taxi Cab Owner Background Check
- SP.16 Prohibition of Gratuities
- SP.17 Dispatch Center
- SP.18 Response Time
- SP.19 Electronic Swipe Card
- SP.20 Project Manager
- SP.21 Taxi Drivers
- SP.22 Testing and Driving Records
- SP.23 Driver Training

SP 24	Taxi Vehicles
SP.25	Taxi Vehicle Maintenance Program
SP.26	Safety Inspection
SP.27	Number of Annual Taxi Rides
SP.29	Hours of Service
SP 30	Service Area

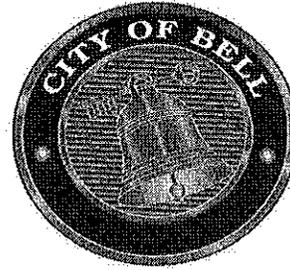
SECTION 5 SAMPLE CONTRACT

53-80

SECTION 6 - EXHIBITS

EXHIBIT A	PRICE/COST SHEET	81-83
EXHIBIT B	CITY OWNED VEHICLES	84
EXHIBIT C	LETTER OF TRANSMITTAL	85-86
EXHIBIT D E, and F	INSURANCE ENDORSEMENTS	87-95
EXHIBIT G	NON-COLLUSION AFFIDAVIT	96

City of Bell
Office of the City Clerk
6330 Pine Avenue
Bell, CA 90201



May 16, 2012

NOTIFICATION TO CONTRACTORS

The City of Bell ("City") invites proposals from qualified and experienced transportation firms and companies ("prospective Contractors") to provide a comprehensive Public Transportation Services Program to the Citizens of Bell. The program includes a fixed route bus program for the general public, a paratransit advanced reservation program for qualified senior citizens and disabled residents and a demand responsive Taxi based program also to serve eligible seniors and disabled residents.

The selected contractor shall act as prime contractor and will manage, coordinate, and furnish all personnel, equipment, services and supplies necessary to operate the program. Contractor will be responsible for meeting all the conditions and requirements specified in the Request for Proposal and subsequent agreement whether done by their own resources or resources made available through subcontracting with others for the provision of specified services.

Original Request for Proposals may be obtained from the Office of the City Clerk, City of Bell, 6330 Pine Avenue, Bell California, 90201. **Proposals must be in writing and must be received by the City of Bell, Office of The City Clerk by 2.00 PM on Friday July 20, 2012** via U.S. Mail, Fed Ex, UPS or courier or in person. Proposals received after the above listed date and time will not be considered, regardless of postmark

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

The City of Bell reserves the right to accept or reject any or all Proposals, and further reserves the right to waive information, informalities, and/or minor irregularities to the extent permitted by law in any Proposal received where such action best serves the interest of the City and to be the sole judge of the merits of the respective Proposals received.

DATE: May 16, 2012
ATTENTION: PROSPECTIVE CONTRACTORS
SUBJECT: REQUEST FOR PROPOSAL (RFP)
TITLE: PUBLIC TRANSPORTATION SERVICES

Instructions

Proposals must be in writing and must be received by the City of Bell, Office of The City Clerk by 2.00 PM on Friday July 20, 2012 via U.S. Mail, Fed Ex, UPS or courier or in person. Proposals received after the above listed date and time will not be considered, regardless of postmark. Prospective Contractors are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. Contractors responding to this RFP must submit the original and five (5) copies of their proposal in a sealed envelope clearly marked as follows:

PUBLIC TRANSPORTATION SERVICES
City of Bell
Office of the City Clerk
6330 Pine Avenue ,
CA 90201

In addition contractor to provide a PDF formatted document containing the response on a Compact Disc (CD). THE HARD COPY MUST BE THE SAME AS THE ELECTRONIC DOCUMENT ON THE CD.

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.

All inquiries and comments concerning this Request for Proposal shall be submitted in writing to:

*City of Bell
Office of the City Clerk
6330 Pine Avenue ,
CA 90201*

A pre-proposal conference will be held at 11.00 a.m. on Friday June 15, 2012 at the Community Center, 6250 Pine Ave, City of Bell, CA. Attendance at the conference is mandatory. No submittal will be accepted from any Contractor who fails to attend the pre-proposal conference. Only substantive inquiries will receive a response. All substantive questions raised at the pre-proposal conference or submitted in writing as outlined above will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Contractors. Responses to questions or comments regarding this RFP provided by any other department,

employee, or City of Bell department other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. With the exception of inquiries received at the pre-proposal conference, inquiries received via telephone or orally in-person will not receive a response.

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

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

Issued by:

CITY OF BELL

Rebecca Valdez
City Clerk

ESTIMATED SCHEDULE OF EVENTS

May 16, 2012	REQUEST FOR PROPOSAL (RFP) RELEASE
June 1, 2012	LAST DAY FOR SUBMISSION OF QUESTIONS
June 15, 2012	PRE-PROPOSAL CONFERENCE
July 20, 2012	RFP DUE DATE
July 23-27, 2012	NOTIFY CONTRACTOR OF SHORT-LIST SELECTION
August 9-10, 2012	INTERVIEWS HELD WITH SHORT- LIST OF CONTRACTORS
August 13-17, 2012	FINAL CONTRACTOR SELECTION
August 15, 2012	CITY COUNCIL APPROVAL
August 17, 2012	NOTICE TO PROCEED
September 3, 2012	FIRST DATE OF SERVICE

*Tentative Dates

SECTION 1 - INSTRUCTIONS TO CONTRACTORS

IP. 1 PROPOSAL FORMAT AND SUBMITTAL

1. **Proposals must be in writing and must be received by the City of Bell, Office of the City Clerk by 2:00 p.m. on Friday July 20, 2012** via U.S. Mail, FedEx, UPS or courier or in person. The envelope must be clearly marked "PUBLIC TRANSPORTATION SERVICES". Each Contractor must submit the original and five (5) copies of their Proposal in a sealed envelope and deliver to:

City of Bell
Office of the City Clerk
6330 Pine Avenue
Bell, CA 90201
2. In addition contractor to provide a PDF formatted document containing the response on Compact Disc (CD). **THE HARD COPY MUST BE THE SAME AS THE ELECTRONIC DOCUMENT ON THE CD.**
3. No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted.
4. All Proposals must contain an original signature by an authorized officer of the Contractor.
5. Proposals received after the above listed date and time will not be considered, regardless of postmark. Proposals will be time stamped when received and will be accepted up to and no later than the time indicated in this RFP. The Contractor 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, Contractors assume responsibility for having Proposals deposited on time at the place specified. Late proposals will not be accepted for any reason, and will be returned unopened, regardless of postmark.
6. 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 Contractors references have been checked. All Proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

7. 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. 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.
8. All requests for exceptions or deviations as a result of this RFP shall be clearly identifiable by a separate section of the Contractor's submitted proposal for review by the City of Bell. It shall be the right of the City of Bell to accept or reject any portion of the submitted requests.
9. Proposal documents shall be deemed to include by reference each and every one of the following:
 - Request for Proposal (RFP) Addenda to RFP
 - All other required forms
10. As a general guideline Proposals should include but are not limited to the following items:
 - A. Description of the Firms Qualifications
 - i. Organization
 - ii. Credentials
 - iii. Past Experience
 - iv. Qualifications
 - v. List of Comparable services provided for other municipalities
 - vi. Financial Information Demonstrating Solvency
 - B. Description of Proposed Staff for Project
 - i. Project Manager
 - ii. Other Key Staff
 - iii. Short Personal Resumes
 - iv. Proposed Project Organization Chart
 - C. Description of Firm's Understanding of the Request for Proposal and Project
 - i. Scope of Work
 - ii. Legal Requirements
 - iii. Service Operation
 - iv. Project Tasks
 - v. Approaches/Methods to Accomplish Tasks
 - vi. Description of the Equipment to be utilized in accomplishing project tasks
 - vii. Requested Plans and Schedules
 - D. References with Contract Information
 - E. Other information deemed relevant by the Bidding Firm
 - F. Completed Price Sheet(s)
 - G. Required Certifications and Statement of Insurability
 - H. Completed Transmittal Letter

IP. 2 EXAMINATION OF RFP DOCUMENTS

By submitting a Proposal, Contractor represents that: (1) Contractor has thoroughly examined and become familiar with the Work required under this RFP, (2) Contractor comprehends all conditions that may impact the Proposal, (3) Contractor has reviewed all addenda, and (3) Contractor 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 Contractor's own risk. A Contractor 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 Contractor 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 Contractor 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 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 11.00 a.m. on Friday June 15, 2012 at the Community Center, 6250 Pine Ave, City of Bell, CA. Attendance at the conference is mandatory. No submittal will be accepted from any Contractor who fails to attend the pre-proposal conference. Only substantive inquiries will receive a response. All substantive questions raised at the pre-proposal conference or submitted in writing as outlined above will be responded to according to the guidelines contained herein.

IP.5 CLARIFICATIONS

Should a Contractor require clarifications of this RFP, the Contractor 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 Rebecca Valdez, Office of the City Clerk no later than 4:00pm, June 1, 2012. No questions will be answered individually by the City of Bell.

Requests for clarification, questions and comments must be clearly labeled "Written Questions for **PUBLIC TRANSPORTATION SERVICES**. Questions may be faxed to (323) 771-9473, **ATTENTION:** Rebecca Valdez, City Clerk. 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 Contractors 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.6 REFERENCES

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

Reference information shall also be defined as Contractor's utilized documentation for the operation of contracted services equivalent transportation services. Report examples include, but are not limited to, incident/accident reports, scheduling documents, National Transit Database (NTD) reports, monthly statistical reports that include; ridership by time of day; and drivers" logs and dispatch logs for dates requested for the purpose of documenting on-time performance standards, and vehicle maintenance reports.

IP.7 PROPOSAL SIGNATURES

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

If a partnership prepares 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.8 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 Contractor in:

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

IP.9 CITY OF RIGHTS

At 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 Contractor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Contractor 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.10 LICENSES, PERMITS, FEES AND ASSESSMENTS

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

IP.11 TAXI CAB OWNERS PERMIT (IF APPLICABLE)

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

Contractor is responsible for obtaining all additional owner's permits, or approved equivalent, in cities in which the PUBLIC TRANSPORTATION SERVICES extends to prior to the operation in those cities; costs shall be the burden of the Contractor.

IP.12 COMPLIANCE WITH LAW

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

IP.13 CONFIDENTIALITY AND PUBLIC RECORD

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

IP.14 JOINT OFFERS

Where two or more Contractors desire to submit in response to this RFP, they shall do so on a prime contractor and subcontractor basis rather than as a joint venture. City of Bell 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 Contractors may be considered collusive and may be rejected as non-responsive.

IP.15 CERTIFICATIONS

Each Proposal shall include all required Certifications, including a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Contractor be awarded a contract pursuant to this RFP.

IP.16 SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to this RFP, a detailed cost/price Proposal may be requested of the Contractor. 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, Contractor must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs etc.) and documentation supporting all cost elements.

IP.17 PRICE/COST SHEETS

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

IP.18 PROTEST PROCEDURES

All protests must be filed in accordance with the following requirements:

1. The protest must be in writing and identify the solicitation (RFP) title.
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.
6. Protests related to the content of the RFP shall be received no later than five (5) days prior to the Proposal due Prodate.
7. 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 five (5) 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.

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

IP.19 INCORPORATION OF PROPOSAL INTO AGREEMENT

The Contractor's response to the Request for Proposal 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 Contractor.

IP.20 PROPOSAL EVALUATION CRITERIA

The contract resulting from this RFP will be awarded to that responsible Contractor whose offer, conforming to the requirements of the RFP, is determined to be most advantageous to the City of Bell. The proposal shall contain a complete response to each of the areas identified below, in the order shown. Contractors should review the requirements listed under each area, in providing their responses. Contractor shall avoid the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. The following criteria shall be used for the PUBLIC TRANSPORTATION SERVICES submitted proposals. An appointed selection panel will review and rate all responsive Proposals, based on the following criteria:

Qualifications of Contractor and Financial Stability:

Maximum of twenty-five percent (25%)

- i) Knowledge of the service area associated with the scope of work and demonstrated ability to service the City through a calculated work plan.
 - a. Service Planning.
 - b. Contractor's current operating capacity and how the City of Bell could Potentially affect its operation.
- ii) Relevant experience and references with contracts possessing the same capacity and ability to perform the required services as it relates to a Transportation Services Program or equivalent.
- iii) Description of the performance standards the Contractor has established for its contract operations.
- iv) Ability to comply with all requirements within RFP.
- v) Demonstration of adequate financial resources.
 - a. Free of liens and encumbrances that could potentially affect a contract with City of Bell.

Qualifications of Staff, Operations, Facility, and Resources:

Maximum of twenty-five percent (25%)

- i) Organizational structure in terms of its effective use of personnel and time commitment of Project Management.
- ii) Quality of proposed administration and reporting competencies.
 - a. Incident/Accident Reporting.
 - b. Customer Complaint Resolution.
- iii) Thoroughness of Contractor operating policies and procedures. Quality of proposed operating facilities including dispatch systems and communication equipment, maintenance facility and condition of equipment.
 - a. Operations Record Keeping.
 - b. Maintenance Record Keeping.
- iv) Description of Management personnel, their background/experience, assigned tasks to contract, and responsibility.
- v) Number of personnel supporting contract and list of certifications/qualifications held by specific job classifications and any existing labor contract provisions that may restrict contractor performance and/or contractor compliance.
 - a. Certification Training.

Operating Methodology and Practices:

Maximum of twenty-five percent (25%)

- i) Operating Methodology as it relates to "industry best practices" and the comparison to the Contractor's methods to other similar competitors.
 - a. Fare collection process.
 - b. Passenger pickup/destination logs.
- ii) Demonstration of Contractor's comprehension of the RFP through practices of training programs, drug and alcohol programs, anti-harassment training, performance measures, internal quality assurance oversight controls, preventative and maintenance programs, FTA and NTD reporting, etc.
 - a. Personnel development.
 - b. Ongoing Operator/Driver Training.
 - c. New Hire Training
 - d. Maintenance Training.
 - e. Supervisor Training.
 - f. Sensitivity Training.
- iii) Description of how the Contractor has addressed "Cure Notices" or other written notices regarding poor/unsatisfactory performance in the past three (3) years.
 - a. Accomplishments and shortcomings.
- iv) Description of how the Contractor would facilitate and manage the transition from the current provider to the new provider of services.
 - a. Historical experience.
 - b. Accomplishments and shortcomings.
- v) Description of Contractor's response to preventive maintenance program, road-calls, vehicle repairs, technological equipment as it relates to maintenance, dispatch, etc.
 - a. Reporting.
 - b. Cost effective solution to manage parts Level.
 - c. Vehicle cleanliness.
- vi) Proposal shall include a Work Plan which would delineate the approach Contractor would utilize to complete the work. The plan shall demonstrate the Contractor's understanding of the scope of services. Contractors should refine and/or expand each Scope of Work in the RFP to reflect the particular plan they would use to perform the work. Contractors shall address any problems that they envision to be associated with the work, citing specific suggestions for avoiding these problems. The work plans should also include how the TRANSPORTATION SERVICES Service would be conducted from the initial customer telephone request to invoicing the City.

Cost Effectiveness:

Maximum of twenty-five percent (25%)

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

IP.21 AWARD OF CONTRACT

The contract resulting from this RFP will be awarded to the most responsive and responsible Contractor whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous to the City, based on the Evaluation Criteria.

The City reserves the right to:

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

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

The City may negotiate contract terms with the selected Contractor prior to award, and expressly reserves the right to negotiate a contract offering the most favorable terms to the City. However, negotiations may or may not be conducted with Contractor therefore, the proposal(s) submitted should contain the most favorable terms and conditions, since the selection and award may be made without further discussion with any Contractor.

No agreement shall exist until the City Council or Chief Administrative Officer has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal and to award the Agreement as the best interests of the City may require. The award, if any, will be made by the City within one hundred-twenty (120) calendar days after the opening of the Proposals.

IP.22 PREFERENCE FOR HIRING LOCAL RESIDENTS

Should the selected contractor require the hire of new employees as a result of the Dial-A-Ride Services contract with the City, contractor agrees to conduct outreach in the city and give preference for qualified applicants residing in the City of Bell. Contractor shall provide evidence of job recruitment efforts.

SECTION 2 - GENERAL TERMS AND CONDITIONS

GC.1 DEFINITIONS

Agreement: The Contract to be negotiated and entered into by the City and the Contractor for the Work described in this RFP

Change: Additions, deletions or other revisions to the Work within the general scope of the contract authorized by the City, through issuance of a change order describing such changes.

City: The City of Bell, a municipal corporation

Contract: The written agreement executed by the City and the Contractor which sets forth the rights and obligations of the Parties in connection with the Work, and which includes the Contract Documents.

Contractor/Vendor/Contactor: Any manufacturer, company or agency providing services, equipment, software, or supplies for this RFP.

Days: Calendar days unless specifically noted

Defect: Patent or latent malfunction or 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.

FTA: Federal Transit Administration

NTD: National Transit Database

Notice to Proceed: Document issued from the City to the Contractor specifying the date on which the work under the Contract is to be initiated.

RFP: Request for Proposal

Specifications: Part of the contract documents that adequately and completely describes the locations, dimensions, character, properties, requirements and details of the Work to be done by the contractor.

Special Provisions: Contract Document containing requirements that modify or supplement the General Conditions.

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

GC.2 PRIME CONTRACTOR

Contractor to act as prime contractor and manage coordinate, and furnish all personnel, equipment, services and supplies necessary to operate the complete transportation program consisting of the fixed route bus service, the advanced reservation paratransit Dial-A-Ride service and the taxi based demand responsive service.

Contractor will be responsible for meeting all the conditions and requirements specified in all sections of the Request for Proposal and subsequent agreement whether done by their own resources or resources made available through subcontracting with others for the provision of specified services.

GC.3 ASSIGNMENT AND SUBCONTRACTORS

Each bidder acknowledges it is aware and familiar with the requirements related to subletting and subcontracting set forth in Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code of the State of California. These requirements include a provision that the Contractor shall perform, with its own organization, contract work amounting to at least 50 percent of the contract price.

Each bidder in submitting his bid for the doing of the work or improvement shall in his bid or offer, in accordance with the provisions of Section 4104 of the Public Contract Code of the State of California, set forth the following:

1. Name and address of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or the improvement in an amount in excess of one-half (1/2) of one percent (1%) of the general contractor's total bid or \$10,000, whichever is greater.
2. The specific work and dollar amount of work that will be done by each subcontractor.
3. If no portion of the work is to be subcontracted as provided in item 1, insert the word "none" in the space provided and sign below.

NAME	ADDRESS	SPECIFIC WORK	DOLLAR AMOUNT
			\$
			\$
			\$
			\$
			\$

Contractor's Signature

GC.4 SAMPLE AGREEMENT

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

GC.5 NOTICE OF LABOR DISPUTE

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

GC.6 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, Contractor 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 its designated representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the successful Contractor mails or otherwise furnishes a written appeal to the City of Bell Chief Administrative Officer. In connection with any such appeal, the successful Contractor 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 Contractor and the successful Contractor shall abide by the decision.

Performance During Dispute

Unless otherwise directed by the Chief Administrative Officer, successful Contractor 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 Contractor 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 of 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 Contractor 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.7 ASSUMPTION OF RISK OF LOSS

Unless otherwise provided, Contractor 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 at the F.O.B. point specified herein, and upon such delivery Contractor's responsibility for loss or damage shall cease, except for loss or damage resulting from Contractor's negligence.

GC.8 WAIVER OF TERMS AND CONDITIONS

The failure of the City or the successful Contractor 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 Bell 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

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

- a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

- c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

GC.10 INTEREST OF MEMBERS OF THE CITY

The successful Contractor 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 Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by successful Contractor.

GC.11 TERM OF CONTRACT

The term of this contract will be for three (3) years, with the City having the sole option to to renew the contract with the contractor for one-year extensions for an additional two.

GC.12 TERMINATION FOR DEFAULT

Upon failure of the successful Contractor 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 Contractor at its address. Notice shall be effective when mailed. Upon receipt of notice, the successful Contractor 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 Contractor liquidated damages.

GC.13 LIQUIDATED DAMAGES

It shall be agreed by the parties to the Agreement that time is of the essence, and in the event of delay in starting the work or the delivery of the equipment, goods, services, and personnel required for project implementation and training or equipment beyond the date set forth in the Agreement, damage will be sustained by the City and that it is or will be impracticable to determine the actual amount of the damage caused by reason of such delay. It is therefore agreed that the successful Contractor will pay to the City the sum of five hundred dollars (\$500) for each working days delay in starting the work, as set forth in the Agreement beyond any timeline or due date, or authorized extension.

These damages shall be deducted from any monies due, or which may thereafter become due, to the successful Contractor under the Agreement or may be recovered by the City through any lawful means.

The successful Contractor will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay in performance which would be excused pursuant to the force majeure provisions of the Agreement, provided that the successful Contractor shall notify the City's representative in writing of the causes of delay within three (3) business days from the beginning of any such delay.

The successful Contractor shall bear the burden of proof to establish that any delay is subject to the force majeure provisions of the Agreement.

GC.14 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 Contractor 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.15 FORCE MAJEURE

The successful Contractor 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 Contractor. 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.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor shall within ten (10) days

of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

GC.16 INSPECTION AND ACCEPTANCE

All items and/or invoicing are subject to final inspection and acceptance by the City of Bell, 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.17 EXCESS REPROCUREMENT LIABILITY

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

GC.18 DELIVERY

If applicable, the services and/or product described herein are/is to be delivered to the City of Bell, Office of the City Clerk, 6330 Pine Avenue, Bell, CA 90201.

GC.19 METHOD OF PAYMENT

City will pay successful Contractor in accordance with the following terms and procedures: Successful Contractor shall submit written invoices to City by the 15th of each month clearly detailing the services furnished by successful Contractor during the preceding month and for all other supplies and services provided by successful Contractor. City shall pay all undisputed portions of the invoice within fortyfive (45) calendar days after receipt of the invoice in accordance with its standard warrant procedures. Clear reference must be made to the purchase order (P.O.) 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.20 ANNUAL COST ADJUSTMENT

Cost Adjustments for the second and subsequent years will be made to the Contractors annual prices using the annual indexes of the "Consumer Price Index for All Urban Consumers, Los Angeles Area-all items" as published by the U.S. Department of Labor, Bureau of Labor Statistics. This adjustment will be made in first month of each new contract year.

GC.21 NON-RESTRICTIVE CLAUSES

If applicable, 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 Contractor, 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.

GC.22 INSURANCE

Successful Contractor shall at all times during the term of this Agreement for PUBLIC TRANSPORTATION SERVICES, 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 Best's Kay Insurance Rating Guide, and approved by the City of Bell:

- (1) A policy or policies of broad-form commercial general liability insurance with minimum limits of \$1,000,000 (one million dollars) combined single limit coverage and an annual aggregate limit of \$ 5,000,000 against any injury, death, loss or damage as a result of wrongful or negligent acts by successful Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement;
- (2) Automobile liability insurance, with minimum combined single limits coverage of \$5,000,000 (one million dollars);
- (3) Workers compensation insurance with a minimum limit of \$1,000,000 (one million dollars) or the amount required by law, whichever is greater on a form approved by the City Attorney.

City of Bell and its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy (ies) as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liabilities arising out of successful Contractor's work under this Agreement. Each insurance policy required by this Section GC.20 shall be endorsed as follows: (1) the insurer waives the right of subrogation against the City and its officers, employees, agents and representatives; (2) the policies and primary and non-contributing with any insurance that may be carried by the City; and (3) the policies may not be canceled or materially changed except after thirty (30) days prior to written notice to the City of Bell.

All insurance coverage shall be confirmed by execution of endorsements on forms provided by the City of Bell. Successful Contractor is required to file the completed policy endorsements with the City of Bell and on or before the Effective Date of this Agreement, and to thereafter maintain current endorsements on file with City of Bell. The completed endorsements are subject to approval of the City of Bell. If for any reason it shall not be possible to obtain endorsements on the City of Bell forms, the underlying insurance policies are nonetheless required to include the terms and conditions set forth on City of Bell forms unless otherwise agreed by the Chief Administrative Officer.

GC.23 CERTIFICATE OF NON-COLLUSION

Contractor'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 Contractor has not, directly or indirectly, induced or solicited any other Contractor to put in a sham Proposal or any other person, firm or corporation to refrain from proposing, and that the Contractor has not in any manner sought by collusion to secure to the Contractor or another Contractor an advantage over any other Contractor.

GC.24 PATENT AND COPYRIGHT INFRINGEMENT

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

However, the successful Contractor 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 Contractor when such use in combination infringes upon an existing United States letters patent or copyright.

The successful Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. The successful Contractor shall not be obligated to indemnify the City under any settlement made without the Contractor'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 Contractor's expense. If the use or sale of said item is enjoined as a result of such suit or claim, the Contractor, 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.25 CONFLICTS OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

GC. 26 WARRANTIES

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of Bell any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

GC.27 ORDER OF PRECEDENCE

In the event of any conflict, the order of precedence of the contract documents are as follows:

The Agreement and any written amendment thereto
General Conditions
Scope of Work/Specifications

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

GC.28 CALIFORNIA AIR RESOURCES BOARD

Contractor must comply with all federal, state, and local air pollution control laws and regulations applicable to the Contractor.

SECTION 3 – SPECIFIC CONTRACTOR REQUIREMENTS

The Contractor shall provide a plan in the proposal that describes in detail the performance and function of all personnel. An essential component of this plan should be a list of positions necessary to support the provision of the service. The Contractor shall also provide a plan in the proposal that describes all supervisory tasks and requirements necessary for the project including: schedule adherence checks, complaint investigation and response, report writing, and training. In addition, the plan should include a list of all positions necessary to meet those requirements.

CR.1 Qualification of Contractor.

Contractor must meet the minimum qualifications set forth to be considered eligible to provide the proposed service.

Contractor must:

- 1.1 Be a transportation or organization experienced in the provision of transportation services for a minimum of five (5) years.
- 1.2 Be financially sound. Contractor to submit a detailed company portfolio including the company's financial viability within the past three (3) years, credit references, on-going projects and all pending litigations which the company may be directly or indirectly involved.
- 1.3 Commit enough vehicles to Public Transportation Program to be able to handle the highs and lows of the demand..
- 1.4. If work force are independent contractors, Contractor shall clearly indicate this in the proposal.
- 1.5 An organizational chart must be submitted.
- 1.6 A minimum of three (3) references of prior and/or current clients for whom the Contractor has provided similar services. References should include the name of the client agency, description of services provided, contract amount, period of performance, client contact name, telephone number, physical and e-mail address.
- 1.7 Abide by the guidelines set forth by Federal Transit Administration (FTA) Title 49, Part 37, Transportation Services for Individuals with Disabilities (ADA).

CR.2 Staffing Requirements.

Contractor shall provide all necessary management and administrative personnel whose expertise, experience and responsiveness shall ensure efficient operation of the fixed route bus service and the paratransit Dial-A-Ride Service and demand response Dial-A-Ride Taxi transportation services described herein. The Contractor shall furnish all facilities, equipment, supplies and services required in the operation unless otherwise specifically identified in the RFP. Service shall be managed by the Contractor in accordance with City policies and procedures and within the parameters established by the City. The transportation program is financed by the funds received from the City's Proposition A and C Local Return funds; and other subsidies. Therefore, Contractor shall agree to comply with any conditions required by the City of Bell or the Los Angeles County Metropolitan Transportation Authority (LACMTA).

- 2.1 Personnel. The Contractor must notify in writing to the City when new hires or reassignments of project personnel. In addition, City shall be notified regarding any changes in the proposed personnel duties or hours that deviate from the original proposal. Personnel changes include the following positions or equivalent: Project Manager, Data Managers or Analyst(s).
- 2.2 Drivers. All drivers shall hold California Drivers License of the Class required to drive transit vehicles and transport passengers and meet all applicable local, state and federal requirements.
 - 2.2.1 DAR service – Contractor shall describe in the proposal methods of qualifying drivers for a DAR type of service.
 - 2.2.2 Be alert, clean, careful, courteous, sober, drug free and competent in their driving skills.
- 2.3 Driver Attire. Drivers will wear a uniform that is clearly distinguishable by the users. The City will not provide uniforms for the DAR drivers. The burden of uniform purchase is the sole responsibility of the Contractor. The uniform choice will be coordinated and approved the City of Bell. Proposal may include a photograph of the typical driver uniform.
- 2.4 Data Analyst (or equivalent). A Data Analyst employed by the Contractor (or equivalent) is required for this project. The Contractor shall ensure that a person proficient in the use of data and preparation of forms, and/or reports at the highest level of accuracy and reliability is available for this project. The Data Analyst (or equivalent) should have previous experience preparing National Transit Database (NTD) reports.

CR.3 Operations Management.

Management of the day-to-day operations of the transportation services shall be vested in the Contractor. At all times during hours of operation, there shall be sufficient knowledgeable personnel to cover operational and management aspects of the program, including drivers, office personnel, dispatchers and management staff.

A dedicated Project Manager, who will oversee the proper operation of the Public Transportation Services, shall be identified and his/her resume included in the proposal. At a minimum, the Project Manager shall be a responsible, caring individual with empathy for the disabled and senior citizens who utilize the services. This person must be aggressive in their approach to problem solving, self-motivated, and a proven manager in transit or Dial-A-Ride operations. The Project Manager must be competent in all areas of service provision. The designated individual must be available by telephone during all operating hours to make decisions, supervise staff and provide coordination as necessary. The Project Manager shall be required to attend regular meetings with City staff to determine contract compliance, adherence to performance standards, to troubleshoot problem areas, and to discuss operations, marketing and promotional activities. The City reserves the right to remove the Project Manager, at its discretion, and require that the Contractor replace said individual with another Project Manager who is acceptable to the City. Should Contractor have a need to replace the Project Manager, Contractor shall identify the proposed Project Manager and provide a detailed resume at least thirty (30) days in advance of the replacement date.

CR.5 Administration of Services.

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

5.2 **Record Keeping and Reporting.** As a part of the management and administration of the Public Transportation Services, the Contractor shall be required to maintain all project records for good business practices or as required by the City, the Los Angeles County Metropolitan Transportation Authority (LACMTA) and State and Federal laws and regulations. The Contractor will maintain all required monthly operating data and prepare all reports needed to meet the NTD reporting requirements

All reporting documents shall be produced accurately and in a timely manner as indicated herein on a monthly basis as required by the City, and at the frequency established by the City. These reports shall be submitted in a form compatible with the existing format. The Contractor shall submit additional written reports as requested by the City for specific purposes. Reports shall include, but are

not limited to: monthly statistical reports that include; ridership by time of day; and drivers" logs and dispatch logs for dates requested for the purpose of documenting on-time performance standards.

- 5.3 Incident Reports. All drivers shall be required to complete "Incident Reports" arising out of any unusual occurrences during service. Such reports must be submitted to City of Bell review within forty-eight (48) hours and shall be submitted after incidents such as, but not limited to: disputes with passengers, passenger complaints, passenger injury, illness or misconduct, or situations that do not follow established policies.
- 5.4 Accident Reports. All patron and vehicle accidents shall be reported to City of Bell by telephone immediately during normal business hours and not later than 8:00 a.m. the following day (regardless of the amount of damage or lack thereof) and a police report must be immediately obtained from law enforcement agency that responded to accident. The Contractor must submit written Accident Reports to the City within twenty-four (24) hours of any accident.
- 5.5 Inspection of Operational Records. The City reserves the right to audit all of the Contractor's operational records related to the Public Transportations Services.
- 5.6 Management Reports. The Contractor shall furnish a report with each month's billing giving standard boarding, trip information in terms of miles and hours, and meter cost and other statistics. The number of trips shall be reported separately from the number of riders transported. The Contractor shall furnish additional reports at the City's request.
- 5.7 Monitoring Customer Satisfaction. Contractor shall design and apply a Customer Survey instrument that will collect information and measure the degree of customer satisfaction with the services being provided. Contractor is encouraged to use internet or web based instruments to facilitate customer feed-back. Contractor shall submit a plan and methodology for collecting customer feed-back and measuring satisfaction to the City of Bell for its approval. Results of the survey shall be reported to the City quarterly by an independent firm retained by the contractor for the purpose of tabulating and reporting the results of the customer service survey.
- 5.8 Criticism and Initiative. The Contractor will work closely with the City to make the service as responsive, cost effective, and complaint-free as possible. Because of the Contractor's expertise, the City will expect the Contractor to observe the Dial-A-Ride Program with a critical eye and suggest changes that will improve any and all aspects of the service, including city administrative practices.
- 5.9 Complaints. The contractor shall institute a procedure for receiving, logging and resolving customer and citizen complaints by collecting pertinent information and deriving a resolution. City reserves the right to exclude any of Contractor's employees or drivers from participating in the Dial-A-Ride Program due to

findings relating to a complaint or service issue. Complaints and their resolution shall be reported to the City of Bell within 10 days of their receipt.

CR.6 Personnel Practices.

- 6.1 **Fair Employment Practices.** The Contractor must not discriminate in its recruitment, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, gender, age or physical disability in the performance of any Agreement with the City, and shall comply with the provisions of the State Fair Employment Practices Act, the Federal Rights Act of 1964 and all amendments thereto, and the Americans with Disabilities Act of 1990. Proposal shall include a brief statement of intent to comply with the aforementioned laws.
- 6.2 **Firm's Employee Standards.** Proposal shall include a brief description of the Contractor's hiring and disciplinary practices, including a description of employee training, counseling, and disciplinary procedures. Give a brief description of the contents of the firm's employee manual and state the ways in which this document applies to the Public Transportation Services Program.
- 6.3 **Personnel Policies and Procedures.** Proposal shall include a description of the Contractor's personnel policies and procedures regarding, at a minimum: reimbursement for sick leave; holiday and vacation pay; wage scales; overtime policy; and family leave. Contractor's personnel policies shall be in conformance with all applicable State and Federal laws.
- 6.4 **Established Accident/Emergency Procedures.** Proposal shall include a description of the procedures the Contractor has established to address the needs of passengers (particularly the frail, senior citizen and disabled) in emergency situations (*i.e., vehicle accident, patron injury or on-board illness, earthquake, fire or related physical episodes*) and a statement of how these procedures are conveyed to the drivers. Also included shall be a copy of formalized written instructions the firm has established outlining the duties of a driver following an accident.
- 6.5 **Safety and Training.** Proposal shall include a description of a comprehensive safety plan that the Contractor has adopted and that demonstrates the Contractor's commitment to safe transportation. The training plan must have a minimum of sixty(60) hours of new-hire orientation and driver training in the following areas: vehicle handling and safety; defensive driving techniques; emergency first aid; cardiopulmonary resuscitation; passenger assistance and handling; empathy/sensitivity training, mobility device securement, and customer service training. Drivers must receive this training before assignment to a vehicle or within sixty (60) days of hire. The City also requires ongoing training for office personnel and the Project Manager. This training shall consist of more

than just attendance at regularly scheduled safety meetings and corporate management meetings. The Contractor shall provide a written policy statement in its employee handbook or manual that stresses the importance of employee customer service and interaction with patrons (i.e., answering telephone calls promptly, conveying a friendly attitude, and providing a quick response to requests for service or information).

The City's goal is to not receive any citizen complaints in any given month. Contractor shall provide the name of a person trained and designated as the safety and training coordinator who shall report to the City as requested on safety and training issues and accident statistics as requested.

- 6.6 California Department of Motor Vehicles (DMV) " Pull Notice" Practices . Proposal shall include a description of how employees and prospective employees are screened with respect to holding a valid driver's license for the type of vehicle to be driven; how often DMV checks are made on existing employees with respect to driving infractions, outdated licenses, failure to appear, etc. State the firm's standards regarding drivers' records, and what steps are taken with those who do not meet those standards.
- 6.7 Physical Examinations Practices. Proposal shall include a description of any general pre-employment physical examination required by the Contractor.
- 6.8 Drug and Alcohol Compliance. Proposal shall include a description of its drug and alcohol testing program.
- 6.8.1 The Contractor shall comply with the City's mandatory controlled substance and alcohol testing certification program for taxicab drivers adopted in accordance with the provisions of California Government Code Section 53075.5 (b)(3)(A). Additionally, the City, as a grantee of the United States Department of Transportation (USDOT) requires compliance with Federal Transit Administration (FTA) drug and alcohol testing rules, including, without limitation, Title 49 of the Code of Federal Regulations (CFR), Part 655 (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations) and Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs) and Contractor shall comply with the FTA's drug and alcohol testing rules.
- 6.8.2 As used in this section, "safety-sensitive" functions are defined as follows:
- a. Operating a revenue service vehicle, even when not in revenue service;
 - b. Operating a non-revenue service vehicle, when it is required to be operated by a Commercial Driver's License (CDL) holder;
 - c. Controlling dispatch or movement of a revenue service vehicle;

- d. Maintaining (including repairs, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service;
- e. Carrying a firearm for security purposes.

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

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

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

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

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

- a. Pre-employment
- b. Random
- c. Post – Accident
- d. Follow-up
- e. Return to Duty

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

6.8.5 Contractor shall retain the following records for a five (5) year period:

- a. Verified Positive Drug screen results
- b. Alcohol Test Records of 0.02 or greater
- c. Documentation of Refusal to take a required drug or alcohol test
- d. Documentation of employee disputes
- e. Evidential Breath Device calibration documentation
- f. Employee evaluation and referrals
- g. Annual MIS reports

- 6.8.6 Contractor shall retain the following records for a period of three (3) years:
 - a. Information obtained through previous employer record checks
- 6.8.7 Contractor shall retain the following records for a period of two (2) years:
 - a. Records related to the collection process (excluding EBT Calibration)
 - b. Education and Training Records
- 6.8.8 Contractor shall retain the following records for a period of one (1) year:
 - a. Alcohol test results of less than 0.02
 - b. Records of negative drug test results

CR.7 Technical Equipment.

- 7.1 Computer Assisted Dispatch / Routing System. The Contractor shall provide the hardware, software, telephone line, accompanying equipment and necessary training to create and fully implement a computer-assisted dispatch / routing system. The proposal should fully describe the Dispatch system that will be used.
- 7.2 Telephone Equipment. A telephone system is required to have multiple telephones capable of handling the number of expected calls. Contractor shall answer calls within thirty (30) seconds, and hold times shall not exceed two (2) minutes.
- 7.3 Telephone Lines. Contractor shall provide at least one (1) dedicated toll-free telephone number for the Dial-A-Ride Program reservations. If requested at the time contract expires, Contractor shall relinquish ownership of all toll-free telephone numbers to the City of Bell and Contractor shall take the burden of any applicable charges in the transferring of ownership of toll-free number.
- 7.4 Dispatch Office Hours. For the Dial-A-Ride Program, Contractor dispatching office shall be available to take reservations Monday through Friday from 6:30 a.m. to 7:30 p.m. and on Saturday and Sunday from 8:30 a.m. to 6:00 p.m. As the Dispatcher is an invaluable component of a successful program, the Dispatcher shall have demonstrated experience in dispatching and putting together shared rides, in a timely manner with bilingual Spanish English abilities.
- 7.5 Radio Equipment. The Contractor shall be responsible for equipping two-way radios or other advanced communication devices connecting each vehicle used in the fixed route bus service and the paratransit Dial-A-Ride service with the

384

service to dispatch facilities. The Proposal shall indicate the type, model and style of the radio system utilized, and document that its radio communication service system will allow communication in all areas of service area, satellite points and contain a back-up system.

7.6 Electronic Swipe Card Readers.

Contractor to install in all vehicles used in the Bus Service and Paratransit an electronic swipe card reader capable of interfacing with a GPS, an electronic billing system and a computer data management system.

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

CR. 8 Gratuities.

Under no circumstance shall the driver or contracted personnel for the Public Transportation program accept gratuities and/or tips from the patron or public when operating under contract with the City of Bell.

CR.9 Facilities.

Contractor shall provide the address(es) of the proposed facility(ies) for the fixed route Bus program, the paratransit Dial-A-Ride program and the demand responsive Taxi based transportation program. Describe the facility in detail, including the size of vehicle storage area, service operations, dispatch area, office space, vehicle maintenance, and fueling and washing facilities. Proposal shall indicate other services, if any, which are conducted within the same facility. Proposal shall describe all safety related training for on-site personnel.

CR.10 Service Penalties.

10.1 Service Complaint Penalties.

10.12 Service complaints include, but are not limited to: missed pick-ups, failure to pick-up, late (xx minutes or greater) pick-ups, and/or rude behavior (including asking/demanding tip).

10.13 For every third (3rd) verified complaint the City receives about the contractor, it will deduct one hundred dollars (\$100.00) per verified complaint during any calendar month. Thus creating a three hundred dollar (\$300.00) deduction in any calendar month if there were three verified complaints.

10.13 City will notify Contractor in writing that said penalty is imminent and request Contractor to reduce their invoice by the penalty amount in the following month's invoice.

10.14 Invoice shall clearly identify such transaction.

CR.11 Service Incentives.

- 11.1 Contractor may earn an annual incentive of two (2) percent of the contract payment if the following conditions are met:
- a. Contractor has maintained a 95% good or better customer service rating.
 - b. All reports have been submitted to City in a timely and acceptable form.
 - c. Ridership level have been consistently increasing.
 - d. Response time goals have been met 95% of the time
 - e. Terminal Inspection reports (California Highway Patrol) have a Satisfactory or better rating.
 - f. Vehicles have been maintained in A-1 condition as demonstrated by date stamped digital photo surveys, random City Inspections, and vehicle maintenance reports. See GR 8, 8.2 and 8.3.
 - g. Contractor has not had more than five (5) verified complaints during the year of operation and not had a penalty assessed per GR 12 of the RFP.
- 11.2 City will notify Contractor in writing that said incentive is achieved and request Contractor to increase their invoice by the incentive amount in the following month's invoice.
- 11.3 Invoice shall clearly identify such transaction.

**FIXED ROUTE BUS AND ADVANCED RESERVATION PARATRANSIT
TRANSPORTATION SERVICES SECTION:**

SECTION 4- SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

This scope of work is to provide for the complete management, operation and maintenance of the fixed route bus service serving the general public and advanced reservation paratransit transportation service for qualified senior citizens and disabled residents. All General Requirements in Section 3 of this RFP shall apply to this scope of work.

SP.1 Background

The City of Bell is located in the southeastern portion of Los Angeles County. The City has an estimated population of 37,000 residents and covers an area of approximately 2.7 square miles. The community is composed of low and middle income families. Census bureau indicates that 1,964 Bell residents are over the age of 60 and that 7,638 residents are physically disabled.

The City of Bell initiated a Dial-A-Ride advanced reservation service for the elderly and disabled and the general public in 1996. Currently this service is being provided by a non profit organization, the Oldtimers Foundation.

The City of Bell desires to modify its transportation services by introducing a fixed route program to serve the general public and restrict its Dial-A-Ride Advanced Reservation Paratransit program to Seniors over 60 years of age and the disabled of any age.

SP.2 Qualifications and Related Work Experience.

The Contractor shall demonstrate that it is fiscally solvent and financially competent to meet the terms of the RFP and provide the service as specified herein. Contractor shall adhere to the same guidelines referenced in Section 3, General Requirements.

SP.3 Management and Organization.

Contractor to demonstrate that it has the management qualifications, experienced staff (or process of hiring qualified staff), and organizational structure to provide bus transportation and paratransit services. Management of the day-to-day operations of the bus transportation and paratransit service shall be vested in the Contractor. At all times during hours of operation, there shall be sufficient knowledgeable personnel to cover operational and management aspects of the program, including drivers, office personnel, dispatchers and management staff. Contractor shall include the following in its proposal:

- 3.1 An organizational chart showing the unit or division responsible for the bus and paratransit operations relative to the Contractor's structure.
- 3.2 A detailed organizational chart for the unit responsible for the bus and paratransit services, including the names of key management and staff.

3.3 Resumes for key staff identified in the detailed project organizational chart.

SP.4 Project Manager.

Refer to Section 3, General Requirements, subsection

SP.5 Administration.

Contractor shall provide all necessary management and administrative personnel whose expertise, experience and responsiveness shall ensure efficient operation of the bus transportation service and the paratransit DAR service described herein. The Contractor shall furnish all facilities, equipment, supplies and services necessary to operate the bus transportation and paratransit transportation program unless otherwise specifically identified in this document

5.1 Hiring, Training and Supervision of Drivers. Describe recruiting and hiring practices to ensure the availability of qualified drivers. Include a description of any driver incentive programs or other mechanisms to enhance driver performance. Due to the critical importance of customer relations training for drivers, Contractor to provide a detailed description of their proposed driver training program. The proposed training program shall at minimum include the following areas:

5.1.1 Department of Motor Vehicles (DMV) and other applicable laws and regulations

5.1.2 Safe vehicle operations

5.1.3 Operation and usage of radios and other vehicle equipment

5.1.4 Defensive driving

5.1.5 Customer relations

5.1.6 Sensitivity training

5.1.7 Working with mobility assisted devices

5.1.8 Knowledge of service area frequent destinations and street network

5.1.9 Map reading

5.1.10 Fare collection

5.2 Hiring, Training and Supervision of Personnel involved in Customer Service Functions: Reservations, Scheduling and Dispatch. Describe recruiting and hiring practices to ensure the availability of qualified reservationists, schedulers and dispatchers. Describe the number of hours and type of training proposed for the personnel. Include a description of any employee incentive programs or other mechanisms to enhance personnel performance.

5.3 Hiring, Training and Supervision of Mechanics. Describe recruiting and hiring practices to ensure the availability of qualified mechanics. Describe the number of hours and type of training proposed for mechanics. Include a

description of any employee incentive programs or other mechanisms to enhance personnel performance.

SP.6 Advanced Reservation Dial-A-Ride Paratransit Program Operation (DAR)

The DAR program provides demand-responsive service based upon the curb-to-curb concept for registered riders who are senior citizens and/or disabled. Drivers are not permitted to assist a passenger to and from the door of any residence or building but will provide assistance in boarding and deboarding the vehicle.

6.1 Service Area. Contractor will provide DAR Transportation services within the boundaries of the City of Bell. Service will also be provided to the following medical and Shopping Areas outside of the City Boundaries.

- a. Stonewood Mall, 9250 Firestone Blvd, Downey, CA
- b. Medical Center, 9515 Telegraph Road, Downey, CA
- c. Kaiser Medical Center, 9449 Imperial Highway, Downey, CA
- d. Medical Offices located between 9000 and 9600 Telegraph Road, Downey, CA
- e. Kaiser Permanente Hospital, Located at the corner of Rosecrans and Clark

6.2 Eligible Users. The DAR service is restricted to residents of who are either 60 years of age and older or are physically disabled, regardless of age.

6.3 Client Management Services. Contractor will provide the personnel and equipment necessary to receive applications, verify eligibility, maintain the corresponding client database and issue an electronic swipe card bearing a client identification photograph. The swipe card will be capable of interfacing with a GPS system, an electronic billing system and a computer data management system. Contractor may negotiate with the City a location at a City facility to perform this service if selected contractor's operation center is not conveniently located to serve the residents of the City of Bell.

6.4 Fares. Currently the City has not established any fares for the DAR program and is providing the service free of charge. Should the City decide to establish a fare, the contractor will be responsible for collecting the fare according to the fare structure established by the City. Contractor will also be responsible for counting the fares daily, reconciling the receipts with the ridership, and deducting the fare revenues from the monthly invoice.

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

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

6.7 Advanced Reservation Period Contractor will be allowed to require a maximum advanced reservation of 24 hours prior to the desired pick up time. Contractor may waive this requirement if conditions and vehicle availability allow a more immediate pick up time at no additional cost to the City.

6.8 Days and Hours of Operation:

The Advanced Reservation DAR Transportation Services will be provided during the following times.

<u>Week Days Monday - Friday</u>	<u>Week Ends (Saturday Only)</u>	<u>Holidays</u>
7:00 AM to 5PM	9:00 AM to 3:00 PM	No Service

6.9 Annual Service Hours

<u>Weeks</u>	<u>Days Served</u>	<u>Daily Service Hours</u>	<u>Total Service Hours</u>
52	5	11	2,860
52	1 (Saturdays)	6	312
Less Holidays	9	11	- 99
Total Service Hours			3,073

6.10 Holidays

Holidays on which Contractor will not provide service are New Years Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day(4th of July), Labor Day, Thanksgiving Day and Christmas Day.

6.11 Reservations, Scheduling and Dispatch Functions.

Contractor to describe the companies system making reservations, scheduling and dispatching including the following items

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

- b. Scheduling and dispatching system software and hardware to be used and capabilities in terms of:
1. Maintaining a list of patrons and patron ride history
 2. Customer convenience (ride time, scheduled pick-up time)
 3. Schedule integrity and on-time performance monitoring
 4. Providing subscription, next-day and real-time reservations and dispatch
 5. Electronic equipment to track vehicle location and verify "no-show" trips
- c. Days, hours and staffing of all customer service functions as well as practices and procedures to ensure that customers receive timely and friendly service.
- d. Dispatching software, locator systems, radio communications and other technologies and equipment (i.e., Mobile Data Terminals, Automatic Vehicle Location system) to ensure on-time performance, service quality, service monitoring and attainment of performance standards.

6.12 Annual Operating Statistics. Advanced Reservation Dial-A-Ride Program

Period	Seniors	Disabled	Total Passengers
2009-2010	8,530	2,831	11,361
2010-2011	8,452	3,180	11,632

- 369 Subscribers

Note: We expect this ridership for the paratransit program to decrease with introduction of the demand response taxi based service and the fixed bus route system.

SP.7 Vehicles. Advanced Reservation Paratransit Dial-A-Ride Program

The contractor will operate the DAR Program using vehicles provided under one the of following options:

7.1 Option 1. Contractor to Provide Vehicles for Dial-A-Ride Paratransit Program.

- a. Vehicles. The Contractor shall be responsible for providing one primary and one back-up vehicle for the Dial-A-Ride Program. The proposal shall fully describe the vehicles that will be used in the Dial-A-Ride Program. The description shall include the year, make, model, alternative fuel type (if available), estimated mileage of

vehicle, and if the vehicle meets the Americans with Disabilities Act (ADA) accessibility requirements.

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

7.2 Option 2. City of Bell Provides Vehicles for Dial-A-Ride Paratransit Program

Contractor to operate program with Vehicles provided by the City of Bell. Contractor shall operate DAR Program with the vehicles provided by the City further described in Exhibit B of this RFP. Contractor will indicate the number of and which of the City vehicles will be used. The selected vehicles will be leased to the contractor for the amount of One (\$1.00) each annually.

SP.8 Fixed Route Bus Service Program Operation

8.1 Eligible Users. The Bus can be used by any resident of .

8.2 Days and Hours of Operation:

The Bus shall operate on the following days and hours:

Week Days Monday - Friday	Week Ends (Saturday Only)	Holidays
7:00 AM to 7 PM	9:00 AM to 3:00 PM	No Service

8.3 Holidays

Holidays on which Contractor will not provide service are New Years Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

8.4 Annual Service Hours

Weeks	Days Served	Daily Service Hours	Total Service Hours
52	5	12	3,120
52	1 (Saturdays)	6	312

Less Holidays	9	12	-108
Total Service Hours			3,324

8.5 Estimate Bus Ridership

The City estimates that the ridership of the Bus will be between 5,000 to 7,000 passengers monthly.

8.6 Fares.

Currently the City has not established any fares for the Bus program. Should the City decide to establish a fare, the contractor will be responsible for collecting the fare according to the fare structure established by the City. Contractor will also be responsible for counting the fares daily, reconciling the receipts with the ridership, and deducting the fare revenues from the monthly invoice.

8.7 Bus Route

This is a new service for the City of Bell and the City will rely on the expertise of the contractor to define the route. Conceptually the fixed route service should loop through the City stopping at major service points such as shopping areas, schools, community centers etc. The route should also permit the rider to connect the with the Metro regional bus system. Contractor shall present the route to the City for its approval no later than 60 days after the receipt of the Notice to Proceed issued by the City. Contractor will be required to make a public presentation of the proposed route and attend any meeting deemed appropriate by the City.

8.8 Vehicle (Bus)

The Contractor shall be responsible for providing one bus with a capacity for 18 passengers and a back up bus for the fixed route. A description shall including the year, make, model, alternative fuel type (if available), estimated mileage of vehicle, and if the vehicle meets the Americans with Disabilities Act (ADA) accessibility requirements shall be included in the proposal.

SP.9 Universal Provisions Applying to All Transportation Vehicles

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

- a. Vehicle floors shall be free of water, stains, paper, gum or other sticky substances or debris.
- b. Interior and exterior windows shall be free of dirt, dust smudges, hand or finger prints.
- c. Dashboards, wheel wells, rails and ledges shall be kept clean and free of dirt and grease.
- d. Seating areas and upholstery shall be vacuumed weekly.

The City reserves the right to remove any vehicle from service that does not meet with City's cleanliness standards.

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

9.3 Back-Up Vehicle(s). At no such time shall removing a vehicle from service negatively compromise the operation of the program. Contractor shall possess a back-up vehicle of like-kind, capacity and shall meet all local and state compliant specifications. The proposal shall fully describe the vehicles that will be used as a back-up vehicle. The description shall include the year, make, model, alternative fuel type (if available), estimated mileage of vehicle, and if the vehicle meets the Americans with Disabilities Act (ADA) accessibility requirements. Contractor will only bill for the actual service hours the backup unit is used. Cost of possessing the backup unit and maintaining the unit in acceptable conditions should be included in the corresponding capital and maintenance costs on the price sheet.

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

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

9.5 Vehicle Repairs. Contractor shall at no time operate a vehicle in revenue service with visible body damage without consent from City of Bell. This includes any vehicle that sustains significant damage from any cause, fault or no fault of Contractor. Upon approval from City of Bell, Contractor shall repair vehicles immediately when it is determined such damage impairs the proper and safe mechanical operation of the vehicle. All other damage shall be repaired in a

reasonable amount of time. At no time, will City of Bell be required to repair, replace or maintain any vehicle required for the operation of the DAR service.

- 9.6 Operating Equipment and Supplies. Contractor shall at its sole cost and expense maintain stores of fuel, lubricants, tires, and other consumables, repair/replacement parts and supplies required for the maintenance and operation of the vehicles utilized in providing City of Bell DAR service.
- 9.7 Original Equipment Manufacturer (O.E.M). It shall be the expressed responsibility of the Contractor to assume all coordination with the original equipment manufacturer of the vehicles if necessary to keep the vehicles in safe and good operating condition. This shall include negotiating and processing all vehicle warranty claims through the manufacturer's own warranty, extended warranties or credits as a result, for the length of time warranty is in effect.
- 9.8 Vehicle Breakdown. Should a vehicle operated in the is DAR service experience a mechanical failure with passengers on board, a response time of no more than twenty (20) minutes shall be compliant. A road call to a vehicle in service shall generate a written report to City of Bell to include time of call, number of passengers on board, location and cause of breakdown and the time vehicle was replaced or placed back in service. Contractor shall be responsible for the road call. At no time shall a vehicle be left unattended.
- 9.9 Marking of/Advertising on Vehicles. Vehicles will be easily recognized and marked as serving the City of Bell. Contractor shall cause only such advertising material, audio, video or similar devices, as many be specified and/or approved by the City of Bell to ever be affixed to such a location or locations on the vehicles as the City of Bell shall direct. No payment or consideration received by the City of Bell in connection with such advertising or notice shall be paid to Contractor.

SP.10 Vehicle Maintenance Program.

Contractor shall assume all responsibility of the proper maintenance of the vehicles. The Contractor shall maintain all vehicles and vehicle equipment required by this RFP in good repair and in a satisfactory condition to the City and include the following:

- 10.1 Vehicles shall be maintained on a regular schedule with regular preventative maintenance inspections at a minimum of every 3,000 miles or forty-five (45) days, whichever occurs first.
- 10.2 Vehicle maintenance records shall be kept for at least one (1) year as required by the California Highway Patrol (CHP). In the event of a "Fail" rating from any agency, the Contractor will notify the City within twenty-four (24) hours and will provide corrective actions to bring the vehicle into compliance with motor vehicle inspection standards. The expense of the corrective action will be borne solely by the Contractor.

- 10.3 Contractor will describe in its proposal the how this maintenance program will be provided, list the personnel or firms who will perform the maintenance, and describe their qualifications for performing transit vehicle maintenance.

SP.11 Preventative Maintenance Program.

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

SP.12 Return of Vehicles.

If the City chooses to provide vehicles for the operation of the DAR Program (Option 2), upon termination or completion of the contract term, Contractor shall be responsible for the returning all vehicles to The City of Bell in the condition in which they were received with the exception of normal wear and tear. This includes, but is not limited to, body condition, systems condition and function, all ancillary equipment (intact and functional) and overall vehicle operation and performance. The City of Bell will conduct individual inspections on each vehicle with its last Preventative Maintenance cycle prior to the scheduled return to the City of Bell. The inspection schedule shall be coordinated with the City of Bell, Chief Administrative Officer or designee, with facilities and required support necessary for the inspections to be supplied by Contractor.

- 12.1 Contractor shall steam clean thoroughly the engine compartment, engine, chassis, transmission, oil coolers, drive train, and suspension prior to inspection. Such inspections will ensure any necessary repairs are completed and will require Contractor to conduct any needed repairs.
- 12.2 Contractor shall have seven (7) days in which to complete those repairs once Contractor has been notified of any deficiencies requiring repair. Should for any reason the length of time required to complete repairs would impact the ability to meet service demands, or should through the inspection process it is found that the repairs were not made as instructed by the City of Bell, the City of Bell shall have the right to waive Contractor's right to make repairs which are necessary to bring vehicles into compliance under the terms of the contract. Under such waiver condition, the City of Bell may make repairs itself, or assign another company of the City of Bell's choosing to perform all required repairs and charge the Contractor the cost of such repairs from any moneys otherwise owed.

DEMAND RESPONSE TAXI DIAL-A-RIDE SERVICE

SECTION 5- SCOPE OF WORK /SPECIFICATIONS

SP.13 Qualifications and Related Work Experience.

Contractor shall be a Taxicab company or organization with at least three years experience in providing taxi service to the elderly and disabled. The Contractor shall demonstrate that it is fiscally solvent and financially competent to meet the terms of the RFP and provide the service as specified herein. Contractor shall adhere to the same guidelines referenced in Section 3, General Requirements. Proposal should describe the company's organization and related experience in the proposal.

SP.14 Taxi Cab Owner's Permit.

Contractor shall, at all times during the term of this Agreement, have and maintain a valid Taxicab Owner's Permit to operate taxicabs in accordance with the policies and provisions of the complete chapter and sections in the Municipal Code.

SP.15 Taxi Cab Owner's Background Check.

Background checks will be performed for those who have submitted an application for a permit to operate in the City of Bell.

SP.16 Gratuities.

Under no circumstance shall the driver or contracted personnel for the Demand Response Taxi Dial-A-Ride Program accept gratuities and/or tips from the patron or public when operating under contract with the City of Bell.

SP.17 Dispatch Center.

Contractor shall have a computerized dispatch center capable of dispatching taxis in a timely and efficient manner to the City of Bell. Contractor to provide the necessary personnel to operate the Dispatch Center during normal service hours from 6:00AM to 9:00PM daily.

SP.19 Electronic Swipe Card

Taxi vehicles shall be equipped with an electronic swipe card reader capable of interfacing with a GPS, an electronic billing system and a computer data management system.

SP.20 Project Manager

Contractor to provide a project manager in charge of all the management and day to day operations of the contractor. The project manager will be available during regular business hours. The project manager must have a minimum of three years supervisory experience in public transportation.

SP.21 Taxi Drivers

Driver Qualifications: The Contractor shall furnish drivers who are at all times

- a. Licensed to operate a vehicle in the State of California as well as maintain a valid medical certificate and any other licenses required by applicable Federal, State or local regulations.

- b. Alert, careful, courteous and competent in their driving habits.
- c. Neat and clean in appearance
- d. Enrolled in the DMV Pull Notice Program, and shall meet the following criteria:
 - i. No more than three (3) moving violations during the five (5) year period preceding application for this program; and
 - ii. No more than one (1) moving violation within the twelve (12) month period preceding application for this program; this will continue to be monitored during each semi-annual review of the driving record; and
 - iii. No reckless driving violations shall be allowed; evidence of reckless driving violation shall be grounds for removal from this program; and
 - iv. Under no condition shall an applicant be accepted as a driver for this program if he or she has ever been convicted of a felony and/or he or she has ever been convicted of a drug or alcohol offense or had his or her license suspended due to a drug or alcohol offense and, if convicted after employment of such offense, shall be considered grounds for immediate dismissal from this program;
- e. Licensed to operate a vehicle in the State of California as well as maintain a valid medical certificate and any other licenses required by applicable Federal, State or local regulations.
- f. Alert, careful, courteous and competent in their driving habits. c. Neat and clean in appearance

SP.22 Testing and Driving Records:

To the extent legally permissible, Contractor shall provide a program for drug testing of drivers and other personnel in a form reasonably acceptable to the City. Contractor shall have in place pre-employment and random testing procedures in full compliance with Federal drug-testing law (40USC, Section 702, Drug-Free Workplace Act, 1988; 40 CFR, Part 29.600-29.635, Subpart F. Drug-Free Workplace).

Within the 30 days of approval of the contract and semi-annually during the term, Contractor shall submit to the City, updated listings of drivers employed to provide service to the City of Bell. In no event shall the Contractor employ any person as a driver who possesses a driving record with a citation for driving under the influence.

SP.23 Driver Training

All drivers shall receive initial and ongoing training in, at minimum the following:

- Defensive Driving
- Emergency First-Aid
- Passenger Assistance Techniques, Including Operation of Lift-Equipment
- General Vehicle Handling and Safety
- Passenger Relations

"New Hire" training shall be no less than the minimum required by law and shall include both classroom and behind-the-wheel training. The City requires that drivers receive at least 50% of their defensive driver training and the "hands on" portion of the sensitivity training prior to providing service in this program. All remaining new- hire driver training must be completed no more than thirty (30) days after any given driver begins providing service.

"Refresher" training is required for all drivers on an annual basis and may be addressed through routine safety meetings. Monthly safety meetings shall be conducted for all personnel associated within this contract to advise them of changes in procedure and to reinforce practices related to provision of quality service. The Contractor shall maintain records of new-hire training completion and safety meeting attendance.

SP.24 Taxi Vehicles

Contractor residents of the City of Bell. must provide both standard Taxi Sedans and ADA compliant wheel chair accessible vehicles. Describe the number, age and types of vehicles that will be available to transport the residents of Bell.

SP.25 Vehicle Maintenance

All vehicles used in service to the City shall be maintained in safe, comfortable and clean working order. Contractor at its sole cost and expense, shall provide all repairs, parts, lubricants and supplies required for operation of vehicles. Contractor shall ensure that adequate preventative maintenance is in place at reasonable intervals to prevent the need for major repairs. Contractor shall have the facilities and personnel to provide all routine and selected major repairs, although sub-contracts for bodywork or selected major repairs are acceptable. Maintenance records must be maintained and kept current.

All vehicle repair or maintenance work must be performed or approved by a certified vehicle mechanic. Contractor personnel must have the ability to repair or to procure service for accessory equipment such as, but not limited to, fare boxes, radios and lift equipment.

SP.26 Safety Inspections:

Vehicles failing the daily inspection shall not be used in service until the reason for failure is corrected. The City reserves the right to ensure that vehicles are properly maintained and in safe operating condition at all times. For passenger comfort, the heating and air-conditioning units of all vehicles must be maintained in proper working order.

SP.27 Number of Annual Taxi Rides

Contractor to provide 10,000 Taxi Rides per Year.

SP.28 Eligible Riders

The Eligible Riders are residents of Bell 60 years of age or older and the disabled of any age.

SP.29 Hours of Service

The hours of service for the Taxi Based Dial-A-Ride are from 6:00 AM to 9:00 PM Daily seven days a week.

SP.30 Service Area

Contractor will provide Demand Responsive Taxi Based Dial-A-Ride Transportation Services within the boundaries of the City of Bell. Service will also be provided to the following medical and Shopping Areas outside of the City Boundaries.

- a. Stonewood Mall, 9250 Firestone Blvd, Downey, CA
- b. Medical Center, 9515 Telegraph Road, Downey, CA
- c. Kaiser Medical Center, 9449 Imperial Highway, Downey, CA
- d. Medical Offices located between 9000 and 9600 Telegraph Road, Downey, CA
- e. Kaiser Permanente Hospital, Located at the corner of Rosecrans and Clark

CONTRACT SERVICES AGREEMENT

By and Between

**THE CITY OF BELL,
A MUNICIPAL CORPORATION**

and

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BELL, CALIFORNIA
AND**

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this ___ day of _____, 20____ by and between the City of Bell, a municipal corporation (“City”) and _____, (“Consultant” or “Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.” ”). (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Bell’s Municipal Code, City has authority to enter into this Agreement Services Agreement and the Chief Administrative Officer has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services

contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of Bell such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents,

plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of Bell any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement

of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section X, pertaining to indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (Principals) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify the City of Bell any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the Chief Administrative Officer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Chief Administrative Officer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Agency.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Interim Chief Administrative Officer or other designee of the City due to unique circumstances.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Agent Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to

which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3. .

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring

as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of Bell its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to the City of Bell any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of Bell any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of _____ (\$ _____) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has

initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Agency Officers and Employees.

No officer or employee of the Agency shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the Chief Administrative Officer and to the attention of the Contract Officer, CITY OF BELL, City Hall, 6330 Pine Avenue, Bell, California 90201 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL, a municipal corporation

Chief Administrative Officer

ATTEST:

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David Aleshire, City Attorney

CONTRACTOR:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		
<input type="checkbox"/> TRUSTEE(S)		_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR		DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____		

SIGNER IS REPRESENTING:
 (NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

	TITLE(S)	
<input type="checkbox"/>	PARTNER(S)	<input type="checkbox"/> LIMITED
		<input type="checkbox"/> GENERAL
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	DATE OF DOCUMENT

SIGNER IS REPRESENTING:
 (NAME OF PERSON(S) OR ENTITY(IES))

_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

- I. Contractor will perform the following Services:**
 - A.
 - B.
 - C.

- II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:**
 - A.
 - B.
 - C.

- III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City appraised of the status of performance by delivering the following status reports:**
 - A.
 - B.
 - C.

- IV. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**

- V. Contractor will utilize the following personnel to accomplish the Services:**
 - A.
 - B.
 - C.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"
COMPENSATION

I. Contractor shall perform the following tasks:

		RATE	TIME	SUB-BUDGET
A.	Task A	_____	_____	_____
B.	Task B	_____	_____	_____
C.	Task C	_____	_____	_____
D.	Task D	_____	_____	_____
E.	Task E	_____	_____	_____

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.

VI. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed \$_____, as provided in Section 2.1 of this Agreement.

VI. The Contractor's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Contractor shall perform all services timely in accordance with the following schedule:

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____
D.	Task D	_____	_____
E.	Task E	_____	_____

II. Contractor shall deliver the following tangible work products to the City by the following dates.

- A.**
- B.**
- C.**
- D.**
- E.**

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

SAMPLE

	Task	Performance Date
1.	Needs Assessment and Timeline (may vary based upon on-site meetings). Includes timeline approval, statistics from current website due, department listing from client.	1-2 weeks from initial timeline meeting
2.	Website Design and Navigation Architecture. Includes main navigation and standards meeting, main navigation and standards worksheet due, pictures due, initial design meeting, initial content meeting, content process meeting, website design comp due to client, initial design feedback meeting, and design approval.	2-3 weeks
3.	Site Development and Module Setup (varies based upon development options). Includes wireframe due	2-3 weeks
4.	Content Development (varies based upon amount of content). Includes content worksheets due, content starts, content development completed, content finalized and approved.	5-6 weeks
5.	Reviews and testing.	2 weeks
6.	Training.	1 week
7.	Final Review and Test.	1-2 weeks
8.	Marketing.	1 week
9.	Go Live.	1 week
	Total (maximum)	21 weeks (22 weeks)

[Put in Phase numbers and approximate dates.]

PUBLIC TRANSPORTATION SERVICES

EXHIBIT A – PRICE/COST SHEET

FIXED ROUTE BUS SERVICE

COST CATEGORY	ANNUAL COSTS
ADMINISTRATIVE COSTS	
1. Management Wages	\$
2. Fringes	\$
3. Workers' Compensation	\$
4. Office	\$
5. Liability Insurance	\$
6. Other (describe on separate sheet)	
OPERATING COSTS	
7. Supervisor Wages	\$
8. Drivers Wages	\$
9. Dispatcher Wages	\$
10. Fringes	\$
11. Uniforms	\$
12. Training	\$
13. Licenses	\$
MAINTENANCE COSTS	
14. Mechanic Wages	\$
15. Mechanic Fringes	\$
16. Training	\$
17. Parts/Supplies/Tires	\$
18. Shop Materials	\$
19. Building/Shop Maintenance	\$
20. Towing	\$
OTHER COSTS	
21. Start-Up Costs	\$
22. City & Other Fees or Taxes	\$
23. Capital Costs - Specify	\$
24. Other Costs - Specify	\$
25. Utilities	\$
26. Overhead	\$
27. Profit	\$
28. TOTAL COSTS (Sum of Lines 1-27)	\$
29. Service Hours	3,324
30. Cost Per Service Hour (Line 28 divided by Line 29)	\$

PARATRANSIT DIAL-A-RIDE SERVICE

COST CATEGORY	Option 1 Annual Costs (Contractor provides Vehicles)	Option 2 Annual Costs (City Provides Vehicles to Contractor).
ADMINISTRATIVE COSTS		
1.Management Wages	\$	\$
2.Fringes	\$	\$
3.Workers' Compensation	\$	\$
4. Office	\$	\$
5 Liability Insurance	\$	\$
6. Other (describe on separate		
OPERATING COSTS		
7.Supervisor Wages	\$	\$
8.Drivers Wages	\$	\$
9.Dispatcher Wages	\$	\$
10.Fringes	\$	\$
11.Uniforms	\$	\$
12. Training	\$	\$
13.Licenses	\$	\$
MAINTENANCE COSTS		
14.Mechanic Wages	\$	\$
15.Mechanic Fringes	\$	\$
16. Training	\$	\$
17.Parts/Supplies/Tires	\$	\$
18.ShopMaterials	\$	\$
19.Building/ShopMaintenance	\$	\$
20. Towing	\$	\$
OTHER EXPENSES		
21.Start-Up Costs	\$	\$
22.City&OtherFees or Taxes	\$	\$
23.Capital Costs -Specify	\$	\$
24. Other Costs - Specify	\$	\$
25.Utilities	\$	\$
26. Overhead	\$	\$
27.Profit	\$	\$
28. TOTAL COSTS (Sum of Lines1-	\$	\$
29. Service Hours	3,073	3,073
30. Cost per Service Hour Line 28 divided by Line 29	\$	\$

DEMAND RESPONSE TAXI BASED DIAL-A-RIDE SERVICE

ITEM	UNIT	PRICE
Flag Drop	Lump Sum	\$
Mile Rate	Per Mile	\$
Wait Time	Per	\$
Administrative Fee	Percent	\$
Other Charges :		\$
(Specify)		\$
(Specify)		\$

Company or Organization: _____

Signature: _____

Title: _____

Date: _____

**EXHIBIT B
CITY OF BELL
VEHICLE INVENTORY**

The City of owns the following fleet of vehicles that will be made available to the contractor if the City chooses to award the contract under option 2 described in section 7.2 All vehicles meet Americans with Disabilities Act (ADA) requirements. The City will lease these Vehicles to the Contractor at the rate of one dollar (\$1.00) per vehicle ,per year. Contractor shall detail in Exhibit A the maintenance cost of City-owned vehicles. The following is a list of City- Owned vehicles:

Vehicle No.	Year	Make	Model	VIN	Fuel Type	Current Mileage
1	2010	Chevrolet	Goshen	1GBJG31K391167918	Gas	26,000
2	2010	Chevrolet	Goshen	1GBJG31K091168718	Gas	26,000
3	2010	Dodge	Braun	2D8HN44E89R702833	Gas	8,000

Goshens have 11 seats plus Wheel Chair Location.
Braun has six seats.

EXHIBIT C

LETTER OF TRANSMITTAL

LETTER OF TRANSMITTAL

City Clerk
City of Bell
6330 Pine Avenue
Bell, California 90201

SUBJECT: PUBLIC TRANSPORTATION SERVICES

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Contractors, the Contractor hereby commits to the City of Bell to perform the work in accordance with the provisions in the RFP and any addenda thereto.

The Contractor agrees and stipulates that the Proposal constitutes a firm offer that cannot be withdrawn for one hundred eighty (180) calendar days from the proposal submittal 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 Contractor agrees to execute the Agreement in the form included in the RFP and to deliver the executed Agreement to the City of Bell within seven (7) calendar days after receipt of a Letter of Award issued by the City, together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a written Notice to Proceed (NTP) from the City.

The Contractor certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto; and
2. Satisfied itself as to the requirements of the Agreement, 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; and
3. Examined the experience, skill and certification requirements in the Scope of Work/Specifications 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 Bell will not be responsible for any errors or omissions in the Proposal.

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

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

Addenda No(s)

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 offer.

Addenda Numbers:

_____ Date _____
_____ Date _____

Contractors Name

Business Address _____

Contact Person _____

Phone _____

Email Address _____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

EXHIBIT D

ADDITIONAL INSURED ENDORSEMENT COMMERCIAL GENERAL LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Bell ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Above- Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, except after written notice to Public Agency, by first class mail not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
 City of Bell
 6330 Pine Avenue
 Bell, CA 90201

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
---	------------------------------	----------------------------

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Owners/Landlords/Tenants | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Manufacturers/Contractors | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Liquor Liability |
| <input type="checkbox"/> Extended Bodily Injury | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Broad Form Comprehensive | <input type="checkbox"/> _____ |
| <input type="checkbox"/> General Liability Endorsement | <input type="checkbox"/> _____ |

12. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*).

The deductible is applicable per claim or per occurrence (*check one*).

13. This is an occurrence or claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: (____) _____

EXHIBIT E

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Bell ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Above- Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, or non-renewal except after written notice to Public Agency, by first class mail, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
 City of Bell
 6330 Pine Avenue
 Bell, CA 90201

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
---	------------------------------	----------------------------

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Any Automobiles | <input type="checkbox"/> Truckers Coverage |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles | <input type="checkbox"/> Public Livery Coverage |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Garage Coverage | <input type="checkbox"/> _____ |

12. A deductible or self-insured retention (check one) of \$ _____ applies to all coverage(s) except: _____ (if none, so state).

The deductible is applicable per claim or per occurrence (check one).

13. This is an occurrence or claims made policy (check one).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20__

Signature of Authorized Representative
(*Original signature only; no facsimile signature or initialed signature accepted*)

Phone No.: (____) _____

EXHIBIT F

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Bell ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Above- Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insu' limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, when added to the primary coverage to which the excess policy applies, or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Bell
6330 Pine Avenue
Bell, CA 90201

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
<input type="checkbox"/> Following Form		
<input type="checkbox"/> Umbrella Liability		
<input type="checkbox"/> _____		

11. Applicable underlying coverages:

<u>INSURANCE COMPANY</u>	<u>POLICY NO.</u>	<u>AMOUNT</u>
--------------------------	-------------------	---------------

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A deductible or self-insured retention (check one) of \$ _____ applies to all coverage(s) except: _____ (if none, so state).

The deductible is applicable per claim or per occurrence (check one).

14. This is an occurrence or claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative
(*Original signature only; no facsimile signature or initialed signature accepted*)

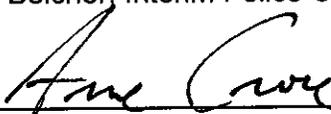
Phone No.: (____) _____

City of Bell Agenda Report

TO: Mayor and Members of the City Council

FROM: Debra Kurita, Interim Community Services Director
Steve Belcher, Interim Police Chief

APPROVED
BY:



Arne Croce, Interim Chief Administrative Officer

SUBJECT: Ordinance establishing hours of operation for all City parks facilities.

RECOMMENDATION:

Adopt an Ordinance which allows for the establishment of hours of operation at all City of Bell park facilities.

BACKGROUND AND DISCUSSION

The City of Bell provides park facilities to a population of over 35,000 residents, a third of which are under 18 year of age, within a 2.5 square mile area. Each facility offers distinct amenities for either recreational or passive use including:

- Biancini Pocket Park, a passive use park adjacent to an important pedestrian transportation node;
- Ernest Debs Park, a recreational park featuring an outdoor gymnasium, basketball courts, and a synthetic soccer field;
- Little Bear Park, a recreational park designed for small children which includes a play apparatus; water play feature, athletic fields, and multipurpose center;
- Treder Park, a passive use park with an outdoor pavilion and barbeque grills;
- Veterans Memorial Park, an active use park with athletic fields, play apparatus, water play feature, outdoor pavilion and multipurpose room; and
- The Skate Park, an above ground skate park.

The Bell Municipal Code (BMC) contains language in Section 30 of Chapter 12.38 that allows for the establishment of hours of operation at the Bell Skate Park either by resolution or as otherwise posted by the Chief Administrative Officer. However, there is no such provision in BMC Chapter 12.36 which details the regulations regarding the use of the other five park facilities in the City. The proposed ordinance addresses this issue by establishing a provision in the Park Use Regulations using language that is identical to Section 30 of Chapter 12.38. The adoption and implementation of this provision will provide consistency in the administration of the parks, ensure that the public is informed of the hours of operation, and enhance the ability of public safety officers to ensure the public's safety by addressing nuisance activity or loitering after hours.

FINANCIAL IMPACT

There is no direct fiscal impact associated with the adoption of this ordinance.

Attachment: Ordinance

ORDINANCE NO. 1187

**AN ORDINANCE OF THE CITY OF BELL ESTABLISHING
HOURS OF OPERATION AT ALL CITY PARK FACILITIES**

WHEREAS, the City of Bell, an urban community in Southeast Los Angeles County with a population density of 35,000 residents in a 2.5 square mile area and where, according to the United States Census Bureau, 33% of its inhabitants are under the age of 18, and

WHEREAS, the City of Bell takes great pride in offering its residents premier park facilities that include six parks of recreational and passive use, including Bianccini Pocket Park, Ernest Debs Park, the Skate Park, Little Bear Park, Treder Park, and Veterans' Memorial Park.; and

WHEREAS, Section 12.38.030 of the City of Bell Municipal Code pertains to the hours of operation at the City of Bell Public Skate Park; and

WHEREAS, there is no provision in the Bell Municipal Code governing the remaining parks; and

WHEREAS, it is beneficial for City of Bell park users to be informed of park hours and for the police department to have the tools to ensure the public's safety and to enforce park hours;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES
ORDAIN AS FOLLOWS:**

SECTION 1. The hours of operation at all park facilities shall be established by resolution of the city council, or otherwise posted by the CAO. It shall be unlawful for any person to use or remain in such facilities in violation of this section without written consent of the department.

ADOPTED this ____ day of ____ 2012

Ali Saleh
Mayor

APPROVED AS TO FORM:

David Aleshire
City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Patricia Healy, Interim City Clerk, do hereby attest to and certify that the attached Ordinance No. 1187 is the original ordinance adopted by the City Council of the City of Bell on _____, and that said ordinance was published in accordance with the provisions of the Charter of the City of Bell, and approved by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Patricia Healy, Interim City Clerk