



**REQUEST FOR PROPOSALS  
FOR  
DEMAND RESPONSE TRANSPORTATION  
SERVICES (“DIAL-A-RIDE”)  
AND FOR THE MAYWOOD EXPRESS SHUTTLE  
SERVICE**

**OFFICE OF THE CITY ADMINISTRATOR  
CITY OF MAYWOOD  
4319 EAST SLAUSON AVENUE  
MAYWOOD, CA 90270**

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## TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	PROPOSAL SCHEDULE	1
III.	GENERAL INFORMATION	1
IV.	TERMS AND CONDITIONS	5
V.	PROPOSAL CONTENT	7
VI.	EVALUATION PROCEDURES	8
VII.	STAFF CONTACT	10
	EXHIBIT "A" SCOPE OF SERVICES	
	EXHIBIT "B" SAMPLE CONTRACT SERVICES AGREEMENT	
	EXHIBIT "C" CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF MAYWOOD'S CONTRACT SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION OF TERMS (IF ANY)	
	EXHIBIT "D" FALSE CLAIMS FORM	
	EXHIBIT "E" CIVIL LITIGATION CERTIFICATION, HISTORY, AND DECLARATION	

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# City of Maywood

## DEMAND RESPONSE & SHUTTLE TRANSPORTATION SERVICES

### Request for Proposals

#### I. INTRODUCTION

The City of Maywood is requesting services and cost proposals from a qualified and experienced Contractor to provide Demand Response Transportation Services otherwise known as Dial-A-Ride and also the Maywood Express Shuttle Service for the City.

#### II. PROPOSAL SCHEDULE

Request For Proposals Issued:	09/15/2016
Deadline to Submit Questions:	09/30/2016
Deadline to Submit Proposals	10/10/2016

#### III. GENERAL INFORMATION

The City seeks proposals from outside firms to provide Demand Response & Shuttle Transportation Services. The City will select one qualifying firm to provide the services as defined in the Scope of Services section of this RFP.

- A. **Proposal Validity.** The Proposer's pricing shall be valid for a minimum of 90 days.
- B. **Requests for Information.** Questions regarding this RFP for clarification purposes only are to be directed in writing, by e-mail to **Submission Requirements**. Proposals must be received by the Office of the City Clerk in a sealed envelope with the title of the RFP clearly labeled along with the name and address of the firm. The submittal packet shall include three (3) copies of the proposal and one (1) copy of the proposal and fee schedule to be provided on a flash drive in PDF and editable document formats.

Proposals, including appendices, must not exceed 20 sheets on 8.5" x 11" paper (11" x 17" paper may be used to display organizational charts). Font size must be at least 12 point for text or 8 point for graphics. Dividers used to separate sections will not be counted as pages.

- C. **Late Submittals.** It is strongly recommended that proposals be delivered in-person or via personal courier by or before the submission deadline. Proposals received after the specified submission deadline will be disqualified and not considered. Proposals postmarked prior to the

applicable deadline date but received after the deadline will also be disqualified and not considered. Proposers are responsible to ensure the timely submission of their proposal. Proposals may not be submitted by facsimile or electronic mail.

- D. Withdrawal or Modifications.** A proposal may be withdrawn or changed by a written and signed request by the firm prior to the final deadline. If firms do not make this request before the final deadline, the firm shall be obligated to fulfill the terms of their proposal as submitted. In the event a Proposer seeks to withdraw and modify a proposal, the modified proposal must be submitted before the applicable submission deadline.
- E. Addenda.** In the event that any portion of this RFP is changed, the City will provide addenda by fax or e-mail to all firms who have received an RFP. The signed addenda must be included with the RFP submittal. Submittals received without the applicable addenda may be rejected as incomplete.
- F. Responsiveness.** All submittals will be reviewed by the City to determine compliance with all requirements and instructions as specified in the RFP. Firms are notified that failure to comply with any part of the RFP may result in the rejection of the submittal as non-responsive. The City also reserves the right, at its sole and absolute discretion to waive minor administrative irregularities or errors.
- G. Costs.** The City will not be liable for any costs incurred by the Proposer in preparing and responding to this RFP. The Proposer shall not include any pre-contractual expenses as part of the proposed cost.
- H. Legal Authorization.** All forms and documentation included in this RFP must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship with the City.
- I. Conflict of Interest.** Proposer is required to issue a brief statement disclosing potentially conflicting interests including any litigation involving the Proposer or the Proposer's personnel which is averse to the City.
- J. Rejection of Submittals.** The City reserves the right at its sole discretion to reject any and all submittals received without penalty as a result of this RFP.

  - 1. A proposal may be immediately rejected if:

    - a) It contains misrepresentative or misleading information;
    - b) It is received at any time after the exact date and time set for receipt of proposals;

- c) It does not meet the required specifications or terms and conditions as prescribed;
- d) It is not prepared in the format outlined in this RFP;
- e) It is signed by an individual not authorized to represent the Proposer;
- f) Proposer is involved in outstanding litigation that could impinge on its ability to complete the responsibilities and obligations of the proposal; and
- g) Any other reason in the City's sole and absolute discretion.

**K. No Guarantee of Contract.** No guarantee is made that any contract will be awarded in response to this RFP.

**L. Insurance Coverage.** If a Proposer is selected, all insurance documentation will be provided to the City prior to the execution of a contract at the expense of the Proposer. All insurance requirements are included as a provision of the contract.

**M. Sub-Contractors.** Proposer shall identify any sub-contractors and describe the responsibilities that will be assigned to them pertaining to this service. The same level of references and background information required for Proposers shall be required of any sub-contractors.

**N. Acceptance of Conditions.** Proposer shall include a statement offering the acceptance of all conditions listed in the RFP document (including, but not limited to, all the conditions reflected in the Sample Contract Services Agreement, which shall be submitted with the proposal.

**O. Public Record.** All proposals submitted in response to this RFP will become the property of the City upon submission and a matter of public record pursuant to applicable law. City reserves the right to make copies of all proposals available for inspection and copying by interested members of the public as records of the City and the City shall be under no obligation to the Proposer to withhold such records. Insofar as a proposal contains information that the Proposer regards as proprietary and confidential, it shall be the responsibility of the Proposer (and not the City) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It shall be insufficient for the Proposer to merely identify the entire proposal or an entire page or set of pages as proprietary. With respect to information deemed proprietary, the procedures set forth under subsection (T) below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a proposal shall not constitute proprietary information nor shall any information readily available to the

general public or any other information not regarded as proprietary and confidential under federal or state law.

- P. Right to Request Additional Information.** During the evaluation process the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.
- Q. Additional Services.** The Scope of Work describes the minimum baseline level of services required for the services contemplated under this RFP; however, cost-effective proposals that exceed the minimum levels of service are welcome. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City to account for the performance of services that exceed the baseline level called for under this RFP.
- R. Conflict of Interest.** By signing the Agreement, the successful Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer or employee of the City, during the term of his/her service with the City and for two (2) years following his/her termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- S. Confidential Information.** City reserves the right to make copies of a Proposer's proposal available for inspection and copying by members of the public (including proposals which may contain information the Proposer regards as proprietary in nature), unless the City's legal counsel determines that the information which the Proposer regards as proprietary may be withheld pursuant to applicable provisions of the California Public Records Act (Gov. Code section 6250 et seq.) or other applicable state or federal law. In the event City proposes to disclose records containing information the Proposer has specifically identified as being proprietary and confidential, City shall notify the Proposer in writing of its intent to release such information and the Proposer shall have five (5) working days after City's issuance of its notice to give City written notice of Proposer's objection to the City's release of proprietary information. City will not release the proprietary information after receipt of the objection notice from the Proposer unless: (i) the objection notice is not received by the City until after the close of business on the 5<sup>th</sup> day following the City's issuance of the notice of intent to disclose; (ii) the City is ordered to release the information by a court of competent jurisdiction; or (iii) the

Proposer's objection notice fails to include a fully executed indemnification agreement wherein the Proposer agrees to indemnify, defend and hold harmless the City, and its elected and appointed officials, officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorneys' fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the Proposer wishes to withhold. Again, the Proposer must specifically identify the information it deems proprietary.

#### **IV. TERMS AND CONDITIONS**

- A. Certification.** By submitting a proposal, Proposer certifies that it has fully read and understands this RFP and has full knowledge of the nature, scope and scale of services and tasks that are to be performed under this RFP. Proposer also certifies that its proposal was prepared without prior understanding, agreement or connection with any other Proposer submitting a proposal for this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all Proposers.
- B. Reserving Rights.** The City reserves the right to reject any and all proposals received as a result of this RFP. City's potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the lowest cost proposal. If a contract is awarded, it will be awarded to the Proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, technological innovation, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal is best for the City.
- C. Assignment and Guarantee.** No assignment by the Proposer of the contract or any part thereof, or of funds to be received hereunder, is binding unless the City has given written consent before such assignment. There is also no guarantee of a minimal amount of work or compensation for any Proposer selected for contract negotiations.
- D. Financial Responsibility for Proposal Costs.** The City accepts no financial responsibility for any costs incurred by the Proposer in responding to this RFP. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the Proposer.
- E. Clarification.** Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments should be emailed to the City's representative regarding this RFP process. The

City shall not be responsible for, nor be bound by, any oral instructions, interpretations or explanations issued by the City.

- F. Discrimination.** The Proposer or Contractor and all Sub-Contractors must not discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.
- G. Equal Opportunity.** During the performance of the contract, Proposer agrees to the following:
1. Proposer shall comply with all the requirements, where applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all federal, State of California, County of Los Angeles and City of Maywood laws and ordinances related to employment practices.
  2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Proposer. The Proposer agrees to post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  3. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the Proposer, shall state that Proposer is an Equal Opportunity Employer.
- H. Indemnification.** Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorneys' fees, and otherwise hold harmless the City, its employees and agents from any liability of any nature or kind with regard to the preparation or presentation of a proposal in response to this RFP.
- I. Gratuity Prohibition.** Proposer shall not offer any gratuities, favors or anything of monetary value to any official, employee or agent of the City for the purpose of influencing consideration of this proposal.

## **V. PROPOSAL CONTENT**

### **Cover Letter**

The cover letter should be signed by a person with the official authority to bind the Proposer's company. The letter must also include the name, address, telephone number, email address, title and signature of the firm's contact person for this RFP and state that the submittal is valid for 90 days. An acceptance to the City's standard contract should also be included.

### **Approach**

The purpose of the response is to demonstrate the Proposer's competence and capacity to provide the services listed in the scope of work for the City of Maywood in conformity with the requirements of this Request for Proposals. As such, the substance of the Request for Proposals and Proposals will carry more weight than their form or manner of presentation. The technical response should demonstrate the Proposal of the individual or organization and of the particular staff to be assigned to this engagement.

The Proposal should be prepared to all the points outlined in the Request for Proposals. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the individual's or firm's capabilities to satisfy the requirements of the Request for Proposals. Please provide as much information as possible regarding qualifications and experience.

### **Submission Requirements**

- Name, contact, address, telephone and fax number, and email of firm.
- Type of organization (i.e., individual, partnership, corporation, joint venture, etc.), year established, and address of home office if different than above.
- Firm's history and number of years in business.
- Provide all necessary licenses, permits and certifications relating to the scope of work.
- Review and complete all Exhibits attached hereto as requested.
- Information on any pending litigation against the organization or any of its principals as it relates to the services provided by the firm.
- Any other information you feel is appropriate to assist in the selection process.

### **Proposed Staffing and Project Team**

This section should establish Proposer's experience and experience of personnel that will properly perform the scope of work. Identify key personnel to be assigned and their experience (detailed).

## References

All qualified Proposers must submit a list of at least three firms, organizations, or major customers to whom they have provided services within the past five years. Along with this information, supply the name, address and phone number of each reference listed. Letters of recommendation and references from other municipalities or public agencies are preferred.

## Parts and Material

All parts and materials required for the performance of the work shall be included in the fee for this scope of work and no additional compensation will be allowed.

## VI. EVALUATION PROCEDURES

**A. Proposal Evaluation.** Proposals submitted will be evaluated by City staff, which shall be selected by the City Administrator or designee.

**B. Review of Proposals.** City staff will use a point formula during the review process to individually score Proposals, as outlined in Section C below, "Proposal Evaluation Criteria." City staff will then be convened to review and discuss the evaluations and combine the individual scores to arrive at an average composite score for each firm. Firms that do not meet the "Mandatory Elements" listed in Section C1 below will be eliminated from further consideration.

After the composite Proposal score for each firm has been established based upon the "Qualitative Evaluation" criteria listed in C2, the firms with the three (3) highest scores may be recommended by City staff to participate in an oral presentation/interview with the Selection Committee (at the option of the City).

**C. Proposal Evaluation Criteria.** Proposals will be evaluated using two (2) sets of criteria. Forms meeting the mandatory elements will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process. City reserves the right to select any firm that submits a complete and timely proposal notwithstanding the firm's overall score in relation to other firms.

### 1. Mandatory Elements

- a) The firm is an independent Contractor properly licensed to practice in California.
- b) The firm has no conflict of interest with regard to any other work performed by the firm for the City.

- c) The firm adheres to the instructions in this RFP on preparing and submitting the proposal.

2. Qualitative Evaluation (Maximum Point = 100)

- a) Experience and Performance (50 Points):
  - 1. The firm's past experience and performance on specific government engagements (i.e., references).
  - 2. Distinguishing features, skill and/or services (these may include demonstrated experience of the assigned staff to the project).
  - 3. Firm's statement on why it believes itself to be best qualified (cover letter).
- b) Ability to complete work in a timely manner and references (50 points)

3. Oral presentation/interview (at the option of the City)

The Proposers with the three highest combined scores may expect to be interviewed by the City staff. Upon completion of the interviews, negotiation of compensation, and/or terms and conditions, a contract may be prepared and submitted to the City Council for approval.

**D. PROPOSAL SUBMITTAL.** Proposals must be received by the Office of the City Clerk in a sealed envelope with the title of the RFP clearly labeled along with the name and address of the firm. The submittal packet shall include three (3) copies of the proposal and one (1) electronic copy of the proposal and fee schedule to be provided on a flash drive in PDF and editable document formats. The submittal package shall bear the name, address, and telephone number of the individual or entity submitting the proposal and shall be addressed as follows:

Office of the City Clerk  
City of Maywood  
4319 Slauson Ave  
Maywood, CA 90270

Proposals can be hand delivered or mailed to the address listed above. Proposals will not be accepted by fax or e-mail. The proposal shall be delivered to the above address.

## **VII. STAFF CONTACT**

For inquiries, please contact

Mr. Aldo Perez  
Community Services Manager  
aldo.perez@cityofmaywood.org

**Issued by:**  
City of Maywood  
City Administrator's Office

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Reuben Martinez, City Administrator

## EXHIBIT "A"

### SCOPE OF SERVICES

#### 1. SERVICE CHARACTERISTICS

A. Hours of Operation. The dial-a-ride service shall operate Monday through Friday from seven a.m. to five p.m. and Saturday from seven a.m. to noon, fifty-two weeks per year, excluding all holidays. The Maywood Express Shuttle service shall operate six days a week, Monday through Saturday, between the hours of 8:00am and 5:00pm.

B. Eligible Users. The dial-a-ride service shall be available to City of Maywood residents who are: (a) At least sixty-five (65) years of age; or (b) disabled or (c) already enrolled in the Maywood Demand Response Transportation Services Program as of June 2016. The term disabled is intended to include all who are unable to use public transit because of illness, injury, age, or other permanent disability. The shuttle service shall be available to all Maywood residents.

C. Identification. Each eligible resident who signs up to use the dial-a-ride service shall have a uniquely numbered identification card bearing his/her name.

D. Swipe Cards: The contractor will propose a swipe card system or conventional voucher program. The cost of the swipe card system and/or administration of the voucher program shall be built into the contractor's administrative charge, price per trip and/or revenue hour service rate.

E. Dedicated Telephone Number. The contractor will maintain a dedicated telephone number for the exclusive use of City of Maywood Demand Response Transportation Service. The contractor will have its dispatchers and other staff answer the line with the words "Maywood Dial-A-Ride" or (Program Name).

F. Calling for a Ride. When a resident embarks on a Demand Response Transportation Service trip, he or she must telephone for a ride and report their identification number to the dispatcher. When the traveler begins the ride, the resident must show the driver their identification card to confirm their eligibility. Failure to identify himself or herself as an eligible user of the Demand Response Transportation Service will cancel the trip.

G. Response Time. A Demand Response Transportation Service vehicle will arrive sometime during a thirty-minute "response window" that starts ten minutes after the client calls. Most trips shall arrive within 30-40 minutes.

H. Pick-Up and Drop-Off Standards. Vehicles will offer curb-to-curb service for ambulatory senior rides, and door to door service for the disabled. In curb-to-curb cases, vehicles will arrive during a thirty-minute response window. In instances where riders cannot walk out to the curb but can walk as far as a driveway that is accessible to a vehicle, the driver will pull into the driveway to pick them up. In door-to-door instances, drivers will, if necessary, help disabled riders negotiate their exit from their dwelling by taking such actions as holding open a door, stepping a short way inside the dwelling to

help with a wheelchair, or carrying a small package or handbag. Drivers are not expected to carry groceries into a dwelling.

I. Reservation Service. Patrons may reserve a trip up to two (2) weeks in advance, specifying the time of pick-up and destination for a one-time only trip.

J. Subscription Service. Patrons may schedule a standing pick-up for the same time daily or weekly. Contractor shall maintain a list of said appointments at its dispatch facility. In the event of contract termination, said list shall be provided to the City.

K. Aides for the Senior/Disabled. An aide may accompany each senior/disabled rider and shall not pay a fare. When reporting service data, the contractor shall report aides separately from eligible registered users.

L. Service Area. Eligible City residents may be picked up and transported within all incorporated areas of the City of Maywood and sites within a 2 mile radius of the City's borders with the exception of sites outside the city primarily used for non-essential retail uses. In addition, residents may be picked up from or transported to:

1. Designated Satellite Facilities:

- a) Kaiser Medical, 9333 Rosecrans Ave., Bellflower
- b) Medical Offices, 9400 Rosecrans Ave., Bellflower
- c) Briar Crest Nursing Center, 5648 E. Gotham St., Bell Gardens
- d) US Veterans Center, 5400 E. Olympic Blvd., Commerce
- e) Medical Offices, 8043 2nd Street, #105, Downey
- f) PIH Medical Offices, 11411 Brookshire Ave., Downey
- g) PIH Medical Offices, 11480 Brookshire Ave., Downey
- h) PIH Health Hospital, 11500 Brookshire Ave., Downey
- i) Medical Offices, 11525 Brookshire Blvd., Downey
- j) Medical Offices, 8317 Davis St., Downey
- k) Health Care Partners, 8311 Florence Ave., Downey
- l) Downey Dialysis Center, 8630 Florence Ave., Downey
- m) Kaiser Medical, 9333 E. Imperial Hwy., Downey
- n) Kaiser Medical, 9449 Imperial Hwy., Downey
- o) Care More Medical Group, 9040 Telegraph Rd, Downey
- p) East Los Angeles Doctors Hospital, 4060 Whittier Blvd., Los Angeles

- q) Martin Luther King Hospital, 12021 Wilmington Blvd., Los Angeles
- r) St. Francis Medical Center, 3630 E. Imperial Hwy., Lynwood
- s) St. Francis Medical, 3621 Martin Luther King Blvd., Lynwood
- t) Lynwood Medical, 3737 Martin Luther King Blvd., Lynwood

2. Disallowed Sites Outside City:

- a) 8017 South Atlantic, Cudahy CA 90201 (K-Mart)
- b) 4651 Firestone Boulevard, South Gate CA 90280 (Wal-Mart)
- c) 4827 Firestone Boulevard, South Gate CA 90280 (Azalea Shopping Center)
- d) 5871 Firestone Boulevard, South Gate CA 90280 (Sam's Club)
- e) 100 Citadel Drive, Commerce CA 90040 (Commerce Citadel)

NOTE: The City may add/delete Satellite Facilities or Disallowed Sites at its discretion from time to time.

M. Fares. Dial-A-Ride and the Maywood Express is a free service. The City may change the fares at its discretion as needed.

N. Billing. The contractor will charge a flat hourly rate for each vehicle. The contractor will invoice the City showing the number of vehicles and hours driven as stated in the Pricing Form (the "not-to-exceed" price proposal) submitted by the successful proposer.

O. Shared Rides. The contractor will make every reasonable effort to create shared rides in order to minimize congestion and other costs to the City.

P. Management Reports. The contractor shall furnish a report with each month's billing giving standard boarding, trip, revenue, and cost statistics. The number of trips shall be reported separately from the number of riders transported. The contractor shall furnish additional reports regarding the service at the City's request.

FTA Required Reporting: Contractor shall conduct demand response services each year as directed by the Federal Transit Administration (FTA) National Transit Database (NTD), to statistically compute valid passenger mile data including generating NTD reports as required. Contractor shall ensure that all reported NTD data meets FTA requirements and definitions. Contractor shall adhere to the most recent NTD data collection procedures.

Q. Complaints. All complaints must be responded to by the Contractor within one week of the time the complaint is received. The response shall be a form, which specifically addresses the complaint and explains the reason for the events, which caused the

complaint. A copy of each letter sent by the Contractor responding to complaints, or complaint form used to respond by telephone, shall be sent to the City of Maywood.

R. Responsibility of Contractor. Contractor shall provide all management and operational functions necessary for the success of the Maywood Demand Response Transportation Program service. Contractor must provide all vehicles, dispatch, drivers, insurance, fuel, and vehicle maintenance.

S. Flag Downs: Flag downs by passengers are not allowed at any time.

## **2. SERVICE AND ADJUSTMENT TO SERVICE**

The City intends to operate the dial-a-ride service, Monday through Friday from seven a.m. to five p.m. and Saturday from seven a.m. to noon, fifty-two weeks per year, excluding all holidays and allow users up to 30 trips per month. The City intends to operate the shuttle service, five days a week, 8 hours a day, excluding holidays and allow users unlimited trips per month as space is available. It is probable that service will be adjusted at some future time by the City.

Adjustments may include (but are not limited to) expanding or decreasing service hours, days of service, increasing or decreasing service areas, adjusting fares, and/or requiring advance reservations.

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 canceling the contract.

## **3. QUALIFICATIONS OF CONTRACTOR**

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

A. Be a transportation organization experienced in the provision of transit, shuttle or social service transportation services.

1. List the major relevant projects in which your firm has participated in either a lead or a support role; state the degree of involvement. A minimum of three (3) references from current clients or from clients served within the last three years is required for review.

2. Furnish brief resumes of the designated project manager and key project personnel.

B. Be a privately owned transportation company.

C. Be financially sound.

1. Provide two years of financial statements.

D. Be able to commit enough vehicles to the Maywood Demand Response Transportation Service to be able to handle the highs and lows of the demand without subcontracting. Contractor can propose to sub-contract wheelchair van trips.

#### **4. LIAISON**

Contractor shall coordinate closely with the City and relevant municipalities, agencies, and interest groups on all city transportation program matters and operation status. Under no circumstances shall Contractor represent or speak on behalf of the City. Contractor shall attend meetings with the City as requested. Contractor may be required to make presentations at community or service club-type meetings.

#### **5. DRIVER QUALIFICATIONS**

All drivers performing the Demand Response Transportation Program service shall meet the following minimum qualifications:

- A) Be legally licensed to operate in Maywood per requirements listed in the Maywood Municipal Code.
- B) Be alert, clean, careful, courteous, sober, drug free and competent in their driving skills.
- C) Be dressed in a conservative, safe manner (i.e. white shirt, long dark pants, no open-toed sandals, and no tank tops).
- D) Meet all City, County, State, and Federal requirements.

#### **6) DRUG TESTING**

The Contractor shall conduct an ongoing drug and alcohol testing program which shall meet state and federal standards and is consistent with the requirements in the Maywood Municipal Code and may include a driving test, test on incident or accident, test on reasonable suspicion, random testing, and training of supervisors to recognize drug and alcohol symptoms. A list of testing laboratories shall be provided to the city and all employees tested.

#### **7) SAFETY**

The contractor shall have an ongoing safety program that promotes and rewards safe driving. Please attach a description of a comprehensive safety plan that the proposer has adopted and that demonstrates proposer's commitment to safe transportation. The Contractor shall provide the name of a person trained and designated as the safety coordinator who shall report to the City as requested on safety issues and accident statistics as requested.

#### **8) EQUIPMENT**

Vehicles shall be easily recognized and marked as the Maywood dial-a-ride and shuttle transportation Service name. Vehicles shall be maintained on a regular schedule with regular preventative maintenance inspections at a minimum of every 5,000 miles. Vehicle maintenance records shall be kept for at least one year and/or as required by the California Highway Patrol. Contractor shall provide copies of the completed preventative maintenance checklists to the City.

Wheelchair accessible vehicles 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 of 1990 and all applicable amendments thereto.

Each vehicle shall be equipped with a mobile data terminal or tablet for receiving rider information.

The proposer shall submit sample design layouts of typical vehicles to be used in the proposed service.

The proposer shall delineate the logistics to ensure that the vehicles are washed and the interiors cleaned daily.

Maintenance records shall be made available to the City upon request.

## **9) DISPATCHING**

The contractor shall provide a dedicated telephone number, which shall be answered with the words "Maywood Dial-A-Ride" or (Name of Demand Response Transportation Service)". The contractor shall provide dispatching twenty-four (24) hours per day. The dispatchers will be courteous and patient with all customers. .

## **10) DESIGNATED PROJECT MANAGER**

The proposer commits to maintaining throughout the term of the contract a project manager. Should the Contractor's project manager no longer be available to administer the contract, the City of Maywood reserves the right to terminate the contract immediately.

## **11) DEFINITION**

For the purposes of this Request, the following words are defined as follows:

- a) Fare - Shall mean the fare paid by the customers to the Demand Response Transportation Program driver for the trip. The program is currently free to the riders. City will set the fares.
- b) Trip - Shall mean the transport of a customer or customers from origin to destination, where destination is defined as the point at which the customer or customers exit the vehicle.

## **12) PAYMENT**

The contractor shall invoice the City monthly, submitting all management reports along with its invoice. The City shall pay the contractor and within reasonable time from receipt of invoice, in a manner consistent with the City's normal accounts payable practices.

**13) PLANNING AND MARKETING**

The successful Proposer shall participate with the City in the design and implementation of changes in the service's operating characteristics. Recognizing the Proposer's expertise, the successful proposer shall be requested to inform the City of any observations regarding modifications to the service routing, scheduling, marketing, etc. for purposes of improving the service.

It is noted that marketing costs should be included in the proposer's cost for this contract. The City will not address marketing efforts separately and no additional compensation will be allowed.

**14) FAITHFUL PERFORMANCE DEPOSIT**

Concurrent with the execution of an agreement and maintained throughout its duration, the contractor shall deposit with the Maywood City Clerk a cash deposit, irrevocable letter of credit, or other such document evidencing an irrevocable cash deposit payable to the City in the amount of twenty-five thousand dollars (\$25,000), in a form approved by the City Attorney, guaranteeing the Contractor's faithful performance of this agreement.

**16) FEES PERMITS TAXES AND CERTIFICATES**

The Contractor shall have the sole obligation to pay all license fees, assessments and taxes, including but not limited to use, sales, property, or other taxes, plus penalties and interest which may be imposed on the contractor as a result of the work under the contract.

The Contractor must obtain a business license from the city.

**17) REQUIRED FORMS**

The proposal shall be valid for 90 calendar days from the submittal date. If this offer is accepted within that time period, the Proposer agrees to furnish all services and items as stipulated in the RFP and any accompanying addenda.

The Maywood Demand Response Transportation Program passengers shall pay a set fare per trip. Proposer would invoice the City for each trip at the municipally approved cab meter rate in affect at that time plus the administration charge.

Failure to submit all required forms and certifications duly executed by an authorized officer of the Proposer's firm may render the proposal incomplete and unresponsive and may cause its rejection.

## **18) INSURANCE REQUIREMENTS**

With respect to performance work under this agreement, Contractor shall maintain insurance from a company acceptable to City as described below:

A) Worker's Compensation insurance with State of California statutory limits and employer's liability insurance with limits of not less than \$1,000,000 per accident.

B) Comprehensive general liability insurance with combined single limit of not less than \$1,000,000 per occurrence.

C) Comprehensive auto liability insurance with combined single limit of not less than \$500,000 per occurrence. Such insurance shall:

1. Include coverage of all vehicles used in this service.
2. Name the City, its elected and appointed officials, officers, employees, and agents as additional insured.
3. Be primary for all purposes.
4. Contain standard cross-liability provisions.

C) Proposer or contractor shall:

1. Furnish a statement of insurance with the proposal describing to what extent they meet these requirements by types and amounts of coverage or provide copies of certificates of insurance already in place which meet the minimum requirements;
2. Furnish properly executed certificates of insurance to City prior to start of work under this agreement, such certificates shall clearly evidence all coverage required above and provide that such insurance shall not be materially changed, terminated, or allowed to expire except 30 days' prior written notice to City; and
3. Maintain such insurance from the time work first starts until completion of the work under this agreement.

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**EXHIBIT “B”**  
**SAMPLE CONTRACT SERVICES AGREEMENT**

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (hereinafter, the “Effective Date”), by and between the CITY OF MAYWOOD, a municipal corporation (“CITY”) and [\_\_\_REPLACE WITH NAME OF CONTRACTOR\_\_\_], a [\_\_\_REPLACE WITH TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC.\_\_\_\_] (hereinafter, “CONTRACTOR”). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

I.  
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the “**Scope of Services**”). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.”
- 1.2 TERM: This Agreement shall have a term of three (3) YEARS with two (2) 1-year options. Commencing from [REPLACE TEXT WITH START DATE OF TERM: CAN BE EITHER the “EFFECTIVE DATE”? SOME OTHER DATE?]. [OPTIONAL LANGUAGE: Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of [MAXIMUM NUMBER OF EXTENSION TERMS AND MAXIMUM DURATION OF EACH SUCH EXTENSION TERM. EDITOR’S NOTE: IT IS RECOMMENDED THAT ANY INDIVIDUAL EXTENSION TERM NOT EXCEED ONE YEAR IN DURATION AND THAT THE TOTAL NUMBER OF EXTENSION TERMS NOT EXCEED A MAXIMUM OF TWO YEARS BEYOND THE END OF THE INITIAL TERM], unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY’s ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION:

- A. **CONTRACTOR** shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is [\_\_\_\_\_**THIS LANGUAGE MAY VARY DEPENDING ON THE LOCATION OF ANY APPLICABLE COMPENSATION SCHEDULE – SOME SCHEDULES ARE EMBEDDED IN THE SCOPE OF SERVICES WHILE OTHERS CAN BE FOUND IN A SEPARATE STAND-ALONE SCHEDULE WHICH SHOULD BE ATTACHED AS AN EXHIBIT TO THE AGREEMENT**\_\_\_\_\_] (hereinafter, the “Approved Rate Schedule”).
- B. Section 1.3(A) notwithstanding, **CONTRACTOR** total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum, unless such added expenditure is first approved by the CITY acting in consultation with the City Manager. In the event CONSULTANT’S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT’S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, **CONTRACTOR** shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of **CONTRACTOR** monthly compensation is a function of hours worked by **CONTRACTOR** personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify **CONTRACTOR** in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to **CONTRACTOR**.
- 1.5 ACCOUNTING RECORDS: **CONTRACTOR** shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the **CONTRACTOR**.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event **CONTRACTOR** ceases to perform the Work agreed to under this Agreement or otherwise abandons the

undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

## II.

### PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Administrator and [\_\_\_\_REPLACE WITH TITLE OF CITY REPRESENTATIVE WHO WILL BE ENGAGED IN THE DAY-TO-DAY ADMINISTRATION OF THE CONTRACT\_\_\_\_\_] (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S

compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor 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 to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of

no less than Two Million Dollars (\$500,000) per accident for bodily injury and property damage.

- C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' 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 CONTRACTOR and 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 CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.4 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.5 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV.  
INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless,

negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of Thirty (30) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

### 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a

“Default Notice”) which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (30) business days of CITY’s issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY’s employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY’s employees or agents under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 30-day cure period; or
  - ii. Within fourteen (30) calendar days of CITY’s issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR’S refusal or failure to perform any of the services or tasks called for under

the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
  - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
  - iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks, plus its actual costs, including legal fees incurred, in exercise of its remedies under this agreement.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**

[REPLACE WITH Business Name of CONTRACTOR\_]

[REPLACE WITH Business Address\_]

Attn: [REPLACE WITH Name/Title of CONTRACTOR'S chief contact \_\_\_]

Phone: [REPLACE WITH Phone Number\_]

Fax: [REPLACE WITH Fax Number\_]

Email: [If available, REPLACE WITH e-mail or simply delete\_]

**CITY:**

City of Maywood

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term

of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**CITY OF MAYWOOD:**

**[REPLACE WITH BUSINESS NAME OF CONTRACTOR, E.G., ACME CORP.]:**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**EXHIBIT "C"**

**CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF MAYWOOD'S  
CONTRACT SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION  
OF TERMS (IF ANY)**

By signing this form below, the firm certifies that the attached Agreement in Exhibit B is acceptable to the firm and will be signed upon selection of the firm to perform services for the City of Maywood, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm's Management Representative authorized to sign an agreement:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

**EXHIBIT "D"**

**FALSE CLAIMS FORM**

Proposer shall provide either the certification requested below or the information requested on the next page. Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well. "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. section 3729 et seq., and the California False Claims Act, Government Code section 12650 et seq.

**FALSE CLAIMS ACT CERTIFICATION**

If the Proposer has no False Claims Act violations as described above, complete the following:

I, \_\_\_\_\_ am the \_\_\_\_\_  
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of \_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

In submitting this proposal to the City of Maywood, I hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

By \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

**FALSE CLAIMS ACT VIOLATIONS INFORMATION**

- (1) Date of Determination of Violation: \_\_\_\_\_  
\_\_\_\_\_
- (2) Identity of tribunal or court and case name or number, if any: \_\_\_\_\_  
\_\_\_\_\_
- (3) Government Contract or project involved: \_\_\_\_\_  
\_\_\_\_\_
- (4) Government agency involved: \_\_\_\_\_  
\_\_\_\_\_
- (5) Amount of fine imposed: \_\_\_\_\_
- (6) Exculpatory Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DECLARATION**

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Print name of person responsible for submitting proposal) (Title with proposing entity)  
of \_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

By \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

**EXHIBIT "E"**

**CIVIL LITIGATION CERTIFICATION, HISTORY, AND DECLARATION**

Proposer shall provide either the certification requested below or information requested on the next page. Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible. For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in, the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

**CIVIL LITIGATION CERTIFICATION**

If the Proposer has no civil litigation history to report as described above, complete the following:

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Print name of person responsible for submitting proposal) (Title with proposing entity)  
of \_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

In submitting this Proposal to the City of Maywood, I hereby certify that neither the Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the above information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

By \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer).

**CIVIL LITIGATION HISTORY INFORMATION**

(1) Name of Case: \_\_\_\_\_

(2) Court case identification number: \_\_\_\_\_

(3) Jurisdiction in which case was filed: \_\_\_\_\_

(4) Outcome of the case: \_\_\_\_\_

(5) Name of Case: \_\_\_\_\_

(6) Court case identification number: \_\_\_\_\_

(7) Jurisdiction in which case was filed: \_\_\_\_\_

(8) Outcome of the case: \_\_\_\_\_

**DECLARATION**

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of \_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

By: \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

**END OF DOCUMENT**