

FOR PUBLICATION TWO TIMES

Tuesday, December 21, 2010

Sunday, December 26, 2010

REQUEST FOR PROPOSALS

Sealed proposals must be received before 11:00 AM on Thursday, January 27, 2011, by Purchasing of the City of Santa Clarita, 23920 Valencia Boulevard, Suite 245, Santa Clarita, California, 91355-2196, for the acquisition of:

TR-10-11-26

Purchase & Installation of a Surveillance Camera System for Transit Buses

This is a Federally Funded American Recovery and Reinvestment Act Project. Specifications for this proposal may be downloaded from the City's Purchasing website at www.santa-clarita.com/purchasing. Specifications may also be picked up at the City of Santa Clarita, Purchasing Division, 23920 Valencia Boulevard, Suite 245, Santa Clarita, California, 91355-2196. Specifications may also be sent by mail or Federal Express by phoning Dee Monkhouse, 661.286.4183. Please have your Federal Express account number available. Please refer to specifications for complete details and bid requirements.

The specifications in this notice shall be considered a part of any contract made pursuant thereto.

Purchasing
661.286.4187

CITY OF SANTA CLARITA
REQUEST FOR PROPOSAL SCHEDULE

PROPOSAL # TR-10-11-26

PROPOSAL ARE DUE BEFORE: 11:00 A.M., January 27, 2011

The City of Santa Clarita invites sealed proposals for:

Purchase & Installation of a Surveillance Camera System for Transit Buses

1. Return original of Proposal to: City of Santa Clarita
Purchasing
23920 Valencia Blvd., Suite 245
Santa Clarita, CA 91355-2196
2. Prices shall be D.D.P. Destination or for the service rendered.
3. Proposer shall honor proposal prices for sixty (60) days or for the stated contract period, whichever is longer.
4. Proposals must include this Proposal form and be signed by the contractor's authorized representative. This signature acknowledges the proposer has read and understands the requirements contained on pages 1 to 40 and Appendix A.
5. **The last day for questions will be 5:00 PM, January 18, 2011.**
6. **The contractor is responsible for the accuracy and completeness of any solicitation form not obtained directly from the City.**

To help the City in source recruitment please let us know how you learned of this solicitation. Check one.

☐ Advertisement ☐ Direct mail ☐ Electronic medium (BBS, services etc.) ☐
Bidding Service

☐ Word of mouth ☐ Other (list) _____

PROPOSER TO READ

I have, read, understood, and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the commodity or service stipulated on this proposal as stated above.

Company: _____ Address: _____

Name (Print): _____ Signature: _____

Company Phone No.: _____ Title of Person Signing Bid: _____

A.

PROPOSAL INSTRUCTIONS

1. Submitting Proposals. (a) The proposal response must be submitted on this form and include the notice, Request for Proposal Schedule, and all forms or information included in or required by Section C, Statement of Work and Format, (attachments accepted) in a sealed envelope with the wording "Proposal", proposal number and closing date marked on the outside. (b) All documentation of unit pricing or other cost breakdowns as outlined in this proposal must be submitted to support the total proposal price. (c) Proposals/corrections received after the closing time will not be opened. The City will not be responsible for proposals not properly marked and delivered. Upon award, all submissions become a matter of public record.
2. Alternatives. Any changes or alternatives must be set forth in a letter attached to this proposal. The City has the option of accepting or rejecting any alternative proposal.
3. Currency. All references to dollar amounts in this solicitation and in contractor's response refer to United States currency. Payment will be made in United States currency.
4. Preparation. All proposals must be typed or written in black ink except signatures. Errors may be crossed out and corrected in ink, then initialed in ink by the person signing the proposal. In compliance with Resolution 93-9, all proposals and attachments must be submitted double-sided on recycled paper.
5. Environmentally Preferable Purchasing. The City of Santa Clarita being fully aware of the limited nature of our resources and the leadership role government agencies have, supports the Environmentally Preferable Purchasing (EPP) program. With changes in technology and industries occurring rapidly it is frequently difficult to be aware of the latest innovations. Therefore, it is the intent of the City of Santa Clarita to seek out those products which result in less energy usage, least impact on natural resources and greatest reuse of post-industrial and post-consumer material. Bidders are strongly encouraged to offer products and services meeting these criteria and point out those specific aspects or features in their bid.
6. Failure to Submit Proposal. Your name may be removed from the mailing list if the City receives no response to this proposal.
7. Taxes, Charges and Extras. (a) Proposer must show as a separate item California State Sales and/or Use Tax. (b) The City is exempt from Federal Excise Tax. (c) Charges for transportation, containers, packing, etc. will not be paid unless specified in proposal.
8. Awards. The City may make an award based on partial items unless the proposal submitted is marked "All or none." Contractor selection is based upon multiple award criteria as specified in Section C, Statement of Work and Format. The results of the bid will be posted on the City's website at www.santa-clarita.com/purchasing normally within 24 hours.
9. Cooperative Bidding. Other public agencies may be extended the opportunity to purchase off this bid with the agreement of the successful contractor(s) and the City of Santa Clarita. The lack of exception to this clause in contractor's response will be considered agreement. However, the City of Santa Clarita is not an agent of, partner to or representative of these outside agencies and is not obligated or liable for any action or debts that may arise out of such independently negotiated "piggy-back" procurements.
10. Default. In case of default by the contractor of any of the conditions of this proposal or contract resulting from this proposal, the contractor agrees that the City may procure the articles or services from other sources and may deduct from the unpaid balance due the contractor, or collect against the bond or surety, or may invoice the contractor for excess costs so paid, and prices paid by the City shall be considered the prevailing market price at the time such purchase is made.

11. Assignment. No assignment by the contractor of contract or any part hereof, or of funds to be received hereunder, is binding upon the City unless the City gave written consent before such assignment.
12. Sub contractors. The Proposer must list any subcontractors that will be used, the work to be performed by them, and total number of hours or percentage of time they will spend on the project.
13. Protection of Resident Workers. The City of Santa Clarita actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
14. Termination. The City may terminate any service or requirement contract, with or without cause, either verbally or in writing any time.
15. Indemnification. The bidder is required to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of any agreement entered into between the parties. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, the bidder must defend the City (at the City's request and with counsel satisfactory to the City) and indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise.
16. Bonds. When deemed necessary by the City, bid bonds shall be furnished by all proposers in the amount of at least 10% of the total value of the bid to guarantee that proposers will enter into contract to furnish goods at prices stated. The bonding company must be listed on Treasury Circular 570 and licensed to operate in the state of California. Likewise, a Performance Bond shall be required of the successful proposer when stated in the specification (cash deposit, certified or cashier's check or money order may be substituted in lieu of either bond).
17. Insurance. For contracts involving services the City requires insurance. Proof of insurance shall be provided by using an ACORD certificate of insurance and shall be provided prior to contract signing. Insurance shall be "Primary and Non-Contributory" and must name the "City of Santa Clarita" as an additional insured. The certificate shall list coverage for General Liability (limit of \$1,000,000 CSL or \$1,000,000 per occurrence with a \$2,000,000 aggregate), Auto Liability (limit of \$1,000,000), and Worker's Compensation (statutory requirement). For professional services, Professional Liability with a limit of \$1,000,000 may also be required. Insurance shall not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City. Specific insurance requirements will be set forth in any contract awarded to a proposer.
18. Payment. (a) Proposer shall state payment terms offered. (b) Payment will be made on the pay period after receipt and acceptance of goods and/or services and upon using department confirmation of such acceptance.
19. On-Site Inspection. When deemed necessary by the City, an on-site inspection date and

- time will be so designated. Proposer is responsible for inspecting and understanding the total scope of the projects (i.e., specifications, quality, and quantity of work to be performed.)
20. Specifications. Materials differing from stated specifications may be considered, provided such differences are clearly noted and described, and provided further that such articles are considered by a City official to be in all essential respects in compliance with the specifications.
 21. Brand Names. The use of the name of a manufacturer, or any specific brand or make, in describing any item contained in the proposal does not restrict proposers to the manufacturer or specific article, this means is being used simply to indicate a quality and utility of the article desired; but the goods on which proposals are submitted must in all cases be equal in quality and utility to those referred to. This exception applies solely to the material items in question and does not supersede any other specifications or requirements cited. Documentation of equivalency must be submitted with the bid. At a minimum the documentation must demonstrate equivalency in form, fit, function, quality, performance and all other stated requirements. The City is final determiner of equivalency. Exception is made on those items wherein identical supply has been determined a necessity and the notation NO SUBSTITUTE has been used in the specifications.
 22. Proposal Rejection. The City reserves the right to reject any or all proposals and to waive any informality in any proposal. The City may reject the proposal of any proposer who has previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a proposer who is not in a position to perform such a contract satisfactorily. The City may reject the proposal of any proposer who is in default of the payment of taxes, licenses or other monies due to the City of Santa Clarita. The City reserves the right to reject any or all proposals and to waive any informality in any proposal.
 23. Addenda. The City will not accept responsibility for incomplete packages or missing addenda. It is the quoter's responsibility to contact the project manager, for public projects, or Purchasing prior to submission of the quote to make certain the package is complete and all required addenda are included. This information will also be available from the City's website if the quote was downloaded.
 24. Price Reductions. If at any time during the life of this contract, the successful proposer reduces his price or prices to others purchasing approximately the same quantities as contemplated by this contract, the contract prices must be reduced accordingly, and the contractor/vendor will immediately notify the Purchasing Agent, City of Santa Clarita.
 25. Contract Pricing. Except as otherwise provided, price proposals must remain consistent through the term of this contract. The City does not pay "surcharges" of any type unless identified in the response to this proposal. All costs will be included in the pricing provided to the City.
 26. Non-Appropriation of Funds. The City's obligation is payable only and solely from funds appropriated for the purpose of this agreement. All funds for payment after June 30 of the current fiscal year are subject to City's legislative appropriation for this purpose. In the event the governing body appropriating funds does not allocate sufficient funds for the next succeeding fiscal year's payments. Then the affected deliveries/services may be (1) terminated without penalty in their entirety, or (2) reduced in accordance with available funding as deemed necessary by the City. The City shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.
 27. Safety. Contractor agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 (or latest revision), the State of California Safety Orders, and regulations issued thereunder, and certifies that all items furnished under this proposal will conform and comply with the indemnity and hold harmless clause for all damages assessed against

buyer as a result of suppliers failure to comply with the Act and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

28. Gratuities. The City may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this agreement, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an agreement or securing favorable treatment with respect to the award or amending, or the making of any determinations with respect to the performance of such agreement; provided, that the existence of the facts upon which the City makes findings shall be in issue and may be reviewed in any competent court. In the event of such termination, the City shall be entitled to pursue the same remedies against the Contractor as the City could pursue in the event of default by the Contractor.
29. Delivery. Unless otherwise specified, delivery shall be D.D.P., the City of Santa Clarita, site of user division and contract delivery may begin not later than fifteen (15) calendar days from receipt of order.
30. Invoices. Invoices will be forwarded to:
City of Santa Clarita
Accounts Payable
23920 Valencia Blvd. Ste. 295
Santa Clarita, CA 91355-2196
Invoices will reflect the purchase order # and goods or service delivered in accordance with the terms of the contract. Invoice processing begins on receipt of the material or invoice, whichever is later.
31. Proposal Questions. Questions should be forwarded by e-mail to rmichler@santa-clarita.com. They may also be faxed on letterhead to 661.286.4186 or sent on letterhead to:
City of Santa Clarita
Purchasing Department
23920 Valencia Blvd.
Santa Clarita, CA 91355-2196
The last day for questions will be January 18, 2011 at 5:00 PM.
32. Renewal. Contracts entered into pursuant to this Invitation to Bid may be renewed annually, up to two times in accordance with the terms of the contract. If not otherwise stated, the contract may be renewed if the new pricing of the contract does not change more than the Consumer Price Index - All Urban Consumers (not seasonally adjusted), Los Angeles Area-Riverside-Orange county area and prevailing wage rates, if applicable. Price adjustments may be increases or decreases as appropriate and must be requested at least 90 days prior to the expiration/renewal of the contract. The index level for the month preceding the month of solicitation advertisement will become the beginning index. The price adjustment limit will be the percentage change based on the difference between the beginning level or the adjustment level last used and the index level for the period 90 days prior to the expiration of the contract. If not renewed prior to the anniversary date, the contract may continue on a month to month basis until renewed or awarded to a new contractor.

B. TERMS AND CONDITIONS

The solicitation, proposer's response and the Purchase Order (and Contract for services) constitute the entire agreement between the contractor and the City of Santa Clarita (City) covering the goods (including services) described herein (the "goods"). Time is of the essence.

1. Shipment and Inspection. The terms and routing of shipment shall be as provided on the

Purchase Order or as otherwise directed by the City. City may revise shipping instructions as to any goods not then shipped. City shall have the right to inspect any or all of the goods at contractor's place of business or upon receipt by City at City's election, which right shall be exercisable notwithstanding Buyer's having paid for the goods prior to inspection. City, by reason of its failure to inspect the goods, shall not be deemed to have accepted any defective goods or goods which do not conform to the specifications therefore, or to have waived any of City's rights or remedies arising by virtue of such defects or non-conformance. Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be for the account of the contractor.

2. Risk of Loss. Notwithstanding any provision hereof to the contrary, title to, and risk of loss of, the goods shall remain with the contractor until the goods are delivered at the D.D.P. point specified in this Contract, or if no such point is specified, then, when the goods are delivered to the City. However, if the goods are of an inflammable, toxic or otherwise dangerous nature, contractor shall hold City harmless from and against any and all claims asserted against City on account of any personal injuries and/or property damages caused by the goods, or by the transportation thereof, prior to the completion of unloading at City's receiving yard.
3. Warranties. Contractor warrants to and covenants with the City as follows: contractor will deliver to City title to the goods free and clear of all security interest, liens, obligations, restrictions or encumbrances of any kind, nature or description, the goods shall be free from defects in material and/or workmanship; unless otherwise specified on the Purchase Order, the goods shall be new and not used or reconditioned; the goods and their packaging shall conform to the description thereof and/or specifications therefore contained in this Contract. In placing this Contract, City is relying on contractor's skill and judgment in selecting and providing the proper goods for City's particular use. The goods shall be in all respects suitable for the particular purpose for which they are purchased and the goods shall be merchantable. Contractor shall indemnify and save and hold City harmless from and against any and all damages, losses, demands, costs and expenses arising from claims by third parties for property damage, personal injury or other losses or damages arising from contractor's breach of its obligations hereunder.
4. Remedies. In the event of contractor's breach of this Contract, City may take any or all of the following actions, without prejudice to any other rights or remedies available to City by law: (a) require contractor to repair or replace such goods, and upon contractor's failure or refusal to do so, repair or replace the same at contractor's expense: (b) reject any shipment or delivery containing defective or nonconforming goods and return for credit or replacement at contractor's option; said return to be made at contractor's cost and risk: (c) cancel any outstanding deliveries hereunder and treat such breach by contractor as contractor's repudiation of this Contract. In the event of City's breach hereunder, contractor's exclusive remedy shall be contractor's recovery of the goods or the purchase price payable for goods shipped prior to such breach.
5. Force Majeure. For the purposes of this Contract, an event of "force majeure" shall mean any or all of the following events or occurrences, strikes, work stoppages, or other labor difficulties; fires, floods or other acts of God; transportation delays; acts of government or any subdivision or agency thereof; failure or curtailment of power supply in the Pacific Southwest power grid; or any other cause, whether or not similar to the causes or occurrences enumerated above; in all cases, which are beyond the control of the party claiming the occurrence of a force majeure event and which delays, interrupts or prevents such party from performing its obligations under this Contract. Notwithstanding any provision hereof to the contrary, the reduction, depletion, shortage, curtailment or cessation of contractor's supplies or reserves or any other supplies or materials of contractor shall not be regarded as an event of force majeure. The party affected by a force majeure event shall give notice thereof to the other party within ten days following the occurrence thereof and shall apprise the other party of the probable extent to which the affected party will be unable to perform or will be delayed

in performing its obligations hereunder. The affected party shall exercise due diligence to eliminate or remedy the force majeure cause and shall give the other party prompt notice when that has been accomplished. Except as provided herein, if performance of this contract by either party is delayed, interrupted or prevented by reason of any event of force majeure, both parties shall be excused from performing hereunder while and to the extent that the force majeure condition exists, after which the parties' performance shall be resumed. Notwithstanding the foregoing, within five days following contractor's declaration of a force majeure event which prevents its full and/or timely delivery of goods hereunder, City may, at its option and without liability (a) require contractor to apportion among its customers the goods available for delivery during the force majeure period; (b) cancel any or all delayed or reduced deliveries; or (c) cancel any outstanding deliveries hereunder and terminate this Contract. If City accepts reduced deliveries or cancels the same, City may procure substitute goods from other sources in which event this contract shall be deemed modified to eliminate contractor's obligation to sell and City's obligation to purchase such substituted goods. After cessation of a force majeure event declared by contractor, contractor shall, at City's option but not otherwise, be obligated to deliver goods not delivered during the force majeure event. After cessation of a force majeure event declared by City, neither party shall be obligated to deliver or purchase goods not so delivered and purchased during the force majeure period.

6. Patents. It is anticipated that the goods will be possessed and/or used by City. If by reason of any of these acts a suit is brought or threatened for infringement of any patent, trademark, trade name or copyright with regard to the goods, their manufacture or use, contractor shall at its own expense defend such suit and shall indemnify and save and hold City harmless from and against all claims, damages, losses, demands, costs and expenses (including attorney's fees) in connection with such suit or threatened suit.
7. Compliance with Law. Contractor warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this Contract, including, without limitation, the Fair Labor Standards Act of 1938, as amended, the Equal Employment Opportunity Clause prescribed by Executive Order 11246 dated September 24, 1965 as amended, and any rules, regulations or orders issued or promulgated under such Act and Order. Contractor shall indemnify and save and hold City from and against any and all claims, damages, demands, costs and losses which the City may suffer in the event that contractor fails to comply with said Act, Order, rules, regulations or orders. Contractor further warrants that all goods sold hereunder will comply with and conform in every respect to the standards applicable to the use of such goods under the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and any regulations and orders issued thereunder. Any clause required by any law, ordinance, rule or regulation to be included in a contract of the type evidenced by this document shall be deemed to be incorporated herein. Where permits and/or licenses are required for the prescribed material/services and /or any construction authorized herein, the same must be first obtained from the regulatory agency having jurisdiction there over.
8. Reports, Artwork, Designs etc.:
 - (a) If the goods are to be produced by contractor in accordance with designs, drawings or blueprints furnished by City, contractor shall return same to City upon completion or cancellation of this Contract. Such designs and the like shall not be used by contractor in the production of materials for any third party without City's written consent. Such designs and the like involve valuable property rights of City and shall be held confidential by contractor.
 - (b) If the Contract results in the creation of artwork, designs or written products, including but not limited to, books, reports, logos, pictures, drawings, plans, blueprints, graphs, charts, brochures, analyses, photographs, musical scores, lyrics, will be considered works for hire and the contractor expressly transfers all ownership and intellectual property rights including copyrights to the City by signing the contract. Such works and the like shall not be used by contractor in the conduct of any business with any third party without the City's written consent.

- (c) Unless otherwise agreed herein, contractor at its cost shall supply all materials, equipment, tools and facilities required to perform this Contract. Any materials, equipment, tools, artwork, designs or other properties furnished by City or specifically paid for by City shall be City's property. Any such property shall be used only in filling orders from City and may on demand be removed by City without charge. Contractor shall use such property at its own risk, and shall be responsible for all loss of or damage to the same while in contractor's custody. Contractor shall at its cost store and maintain all such property in good condition and repair. City makes no warranties of any nature with respect to any property it may furnish to contractor hereunder.
9. Governing Law. The Purchase Order and this Contract between the parties evidenced hereby shall be deemed to be made in the State of California and shall in all respects be construed and governed by the laws of that state.
10. Miscellaneous.
- (a) The waiver of any term, condition or provision hereof shall not be construed to be a waiver of any other such term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision.
- (b) Stenographic and clerical errors, whether in mathematical computations or otherwise, made by City on this Contract or any other forms delivered to contractor shall be subject to correction.
- (c) On the issue of primacy in disagreements in bid responses, words shall hold over numbers and unit prices shall hold over extended prices.
- (d) City may, upon notice of contractor and without liability to City, cancel this Contract and any outstanding deliveries hereunder, (1) as to standard products of contractor not then shipped hereunder, at any time prior to shipment, or (2) if (A) a receiver or trustee is appointed to take possession of all or substantially all of contractor's assets, (B) contractor makes a general assignment for the benefit of creditors, or (C) any action or proceeding is commenced by or against contractor under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors, or (D) contractor becomes insolvent or commits an act of bankruptcy. If an event described in (2) of this section occurs. City may at City's sole election pay contractor its actual out-of-pocket costs to date of cancellation, as approved by City, in which event the goods shall be the property of City and contractor shall safely hold the same subject to receipt of City's shipping instructions.
11. Energy Conservation. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
12. Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the Agreement (Form FTA MA (2) dated October 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
13. No Obligation by the Federal Government.
- (a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that

contract) pertaining to any matter resulting from the underlying contract.

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

14. Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

15. Termination.

(a) Termination for Convenience. The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid to the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

(b) Termination for Default [Breach or Cause]. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(c) Opportunity to Cure. The City in its sole discretion may, in the case of a termination for breach or default, allow the contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against contractor and its sureties for said breach or default.

(d) Waiver of Remedies for any Breach. In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

(e) Termination for Default. If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

16. Civil Rights. The following requirements apply to the underlying contract:

(a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. ' 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. '6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. ' 12132, and Federal transit law at 49 U.S.C. ' 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the City deems appropriate.

(b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. ' 2000e, and Federal transit laws at 49 U.S.C. ' 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 1122246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. ' 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without

regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

(3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. ' 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, " 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

17. State and Local Law Disclaimer. The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.
18. Incorporation of Federal Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.
19. Access to Records/Reports. The following access to records requirements apply to this Contract:
 - (a) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(I), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
 - (b) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302 (a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project

excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

(c) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital, or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(d) Where any Purchaser which is the FTA Recipient or subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized staff of any of them for the purposes of conducting an audit and inspection.

(e) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonable needed.

(f) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.38(l)(11).

20. Prompt Payment. The prime contractor must pay subcontractors for satisfactory performance of their contracts no later than 15 days from receipt of payment made to the prime by the City. Prompt return of retainage payments from the prime to the subcontractor will be made within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with the City's prior written approval. If the prime contractor determines the work of the subcontractor to be unsatisfactory, it must notify the City's DBE Officer immediately in writing and state the reasons. Failure by the prime contractor to comply with this requirement will be construed to be a breach of contract and subject to contract termination.

21. Buy America Requirements. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

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

22. Clean Water Requirements. (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act,

as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

23. Clean Air. (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

24. Suspension and Debarment. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City of Santa Clarita. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City of Santa Clarita, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

25. Breaches and Dispute Resolution.
Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor 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 (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents 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 (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, 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.

26. Contract Modification.

Construction

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished property or services; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

Changes--Fixed-Price

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

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

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

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

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

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

27. Contract Work Hours and Safety Standards Act.

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3) (A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

Clause Language

Contract Work Hours and Safety Standards

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and

subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The City of Santa Clarita shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

28. Disadvantaged Business Enterprise (DBE)

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal of 3.2 % DBE participation has been established for this procurement. This includes 2.3% race conscious and .9% race neutral for a total of 3.2%.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as {insert agency name} deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. *{If a separate contract goal has been established, use the following}* Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following [concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal] [prior to award]:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above [as a matter of responsiveness] [with initial proposals] [prior to contract award] (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the {insert agency name}. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The contractor must promptly notify {insert agency name}, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of {insert agency name}.

29. ARRA. For the purpose of complying with the American Recovery and Reinvestment Act of 2009, the selected bidder will be required to submit a completed Monthly Employment Report form by the 5th of each month for the previous month.

If the selected bidder fails to submit a complete and accurate report, the City will withhold two (2) percent of the any payments due until the required reports are submitted.

A copy of the monthly report form can be found in Appendix A.

30. Whistleblower Protections. Whistleblower protections under the American Recovery and Reinvestment Act of 2009.
- a. The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).
 - b. The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.
31. Assembly Bill 1942
Contractor must comply with the regulations in Assembly bill 1942 that apply to this project.
32. PROTEST PROCEDURES. Any person or entity may present a formal protest to the City with respect to solicitations being conducted by staff. The protest must be in writing, on business letterhead addressed to the City Manager and delivered to the City Clerk.

Definitions.

Bidder means any person or firm providing a timely, written response to the City solicitation.

Bid response means the written response to the City solicitation provided by a person or firm.

Protest means a statement of protest, dispute, challenge, disagreement, disapproval or other objection regarding documents, determinations or actions taken or contemplated by the City with respect to a solicitation.

Solicitation means the document (Invitation for Bid, Request for Quote or Request for Proposal) by which the City identifies goods, services or public construction projects for which it seeks a bid response.

Timeframes.

Protests of any kind regarding the solicitation including, but not limited to, specifications, scope of work or process, must be received by the City not more than five business days after the last day for questions or the last addendum is issued, which ever is later.

Protests regarding bid responses or award of contract must be received by the City within five business days of when the protester knew or should have known of the facts and circumstances on which the protest is based. For information that is made public, the time will start from the date the information is made public.

Format.

The protest must include the following information at a minimum:

1. The name, address and phone number of the protester, or the authorized representative of the protester;
2. The signature of the protester or authorized representative of the protester;
3. The Invitation for Bid (IFB) or request for Proposal (RFP) number and title under which the protest is submitted;
4. A detailed description of the legal and/or factual grounds for the protest and all supporting documentation. For protests containing elements not based on publicly released

information the protest must contain documentation clearly showing the date on which the protester received the information; and

5. The form of relief requested.

Protest Review.

The City will provide a written response to the protester within ten business days.

Mandatory Procedure.

This administrative procedure and the time limits set forth herein are mandatory. Failure to comply with these mandatory procedures shall constitute a waiver of any right to pursue the bid protest, including filing a Government Code claim or any legal proceedings or actions.

C.

STATEMENT OF WORK AND FORMAT

The City of Santa Clarita (City) requests proposals for the following purpose according to the terms and conditions attached. In the preparation of this Request for Proposal the words "Bidder", "Contractor", and "Consultant" are used interchangeably.

1. Purpose: Santa Clarita Transit is seeking proposals from qualified and experienced firms to supply and install a digital video recording system on-board 86 of its existing transit buses.
2. Proposal Schedule: Following is a tentative schedule of events:

<u>EVENT</u>	<u>DATE</u>
Solicitation advertisement	December 21, 2010
Last day for questions	January 18, 2011
Return of proposals	January 27, 2011
Evaluations of proposals	January 28-February 9, 2011
Interviews (if needed)	February 14-18, 2011
Recommendation to awarding body	March 8, 2011
Contract award	March 9, 2011
Project completion date	June 30, 2011

Please contact Corie Zamora at czamora@santa-clarita.com to schedule a site visit, if desired.

3. Introduction/Background:

Since its inception in August 2001, City of Santa Clarita Transit has been one of the fastest growing public transportation providers in Los Angeles County growing from 600,000 passengers in its first year of operation to carrying more than 3.7 million passengers annually. The City of Santa Clarita Transit provides fixed-route, local paratransit and commuter express bus service, as well as ADA paratransit service under contract with Los Angeles Access Services Inc. The City of Santa Clarita Transit's primary service area is situated within the "V" formed by two freeways, the Golden State Freeway (I-5) to the west and the Antelope Valley Freeway (SR-14) to the east. City of Santa Clarita Transit also provides service west of Interstate 5, in the unincorporated communities of Castaic, Val Verde, and Stevenson Ranch. The commuter service links the Santa Clarita Valley with employment centers in the San Fernando Valley, (Sylmar, Van Nuys, and Warner Center), Century City, Downtown Los Angeles, and the Antelope Valley. The Santa Clarita Transit fleet consists of 87 revenue vehicles and six supervisor and support vehicles.

In 2006, the City completed a Transportation Development Plan that estimated City of Santa Clarita Transit will need to grow by 58 percent over the next ten years to keep pace with new development and demand. Ridership continues to grow and is expected to reflect the continuing population expansion in Santa Clarita.

In 1999, SCT issued an RFP for the procurement and installation of an On Board Digital Surveillance Camera system on it's existing fleet of vehicles. Since then, SCT has continued to install digital surveillance equipment on it's local bus fleet for a total of 49 vehicles.

4. Objective(s)/Work Products:

These specifications outline City of Santa Clarita functional requirements for digital video surveillance and recording system for transit buses. This system consists of a combination of hardware, software, cable, installation services, documentation and warranty support necessary for the system as a whole. These units are to be completely installed with all electrical and mounting of cameras, microphones, and digital recorder, as required by bus type, as well as video review workstations.

This request for proposals (RFP) is intended to be as descriptive as possible. However, proposers shall not take advantage of omissions or oversights in this document. Proposers shall supply a fully functional system that meets or exceeds City of Santa Clarita's requirements for security cameras.

5. Work Statement: Scope of work as described below.

1.0 Summary of Equipment

The following is a summary list of equipment to be provided for each major portion of the system:

Vehicle Equipment (Quantity Per Vehicle)

- One (1) Digital Video Recorder (DVR)
- One (1) Removable Disk Drive (RDD) with 1 TB capacity.
- Two (2) microphones
- One (1) event button
- Up to Five (5) day/night cameras to be mounted internal and external to the bus dependent on bus type.

Vehicle Spares Equipment (Total Quantity)

- One (1) spare DVRs
- Four (4) spare removable 1 TB RDDs
- Two (2) spare microphones
- Two (2) spare event buttons
- Six (6) spare cameras, One (1) shall be color

Fixed End Equipment (if required)

- Two (2) complete desktop review stations
- One (1) portable review station
- One (1) spare docking station

See chart in Section 8.4 for equipment quantities per bus.

2.0 Equipment Information

2.1 Video Inputs

The DVR shall be capable of recording up to eight (8) video channels with a combined frame rate of 240 frames per second (fps). The DVR shall support Black/White, Color, or Day/Night cameras. Day/Night Cameras are defined as cameras that record in color during "lighted" conditions, and automatically switch to Black / White in "low-light" conditions.

2.2 Video Frame Rate

The DVR shall utilize user-configurable frame rate per second (fps) of up to 30 fps per camera and variable quality settings. The DVR shall support a "combined" frame rate of up to 240 frames per second (fps). The video frame rates shall be separately configurable for "normal" video (that which will be overwritten automatically) and "event/alarm" video (that which will be saved until deleted by the user). The DVR shall automatically switch from normal to event/alarm video frame rate upon the activation of an event/alarm. Each camera's frame rate shall be configurable for selected frame rates between 1 fps and 30fps.

System shall have a playback rate of at least 30 images per second for each individual camera without the use of a quad processor.

2.3 Video Resolution and Quality

The DVR shall utilize user-configurable resolution settings of at least 640 x 480.

2.4 Video Compression

The DVR shall use MPEG-4 compression, and store the video in a proprietary secure format.

2.5 Log File

The DVR shall contain a log file that includes key activities throughout the DVR operation, including DVR startup, DVR shutdown, error conditions, etc. The log file shall be viewable through the mobile video software.

2.6 Audio

The DVR shall have two independent channels of audio capable of isolation during playback. Microphones shall be mounted in the front of the vehicle near the bus operator and near the rear door.

2.7 Inputs

DVR shall include a wiring consolidation device capable of integrating with power, alarm signals and peripheral connections for expansion.

2.8 Event/Alarm

The DVR shall be configured initially with one (1) discrete inputs:

- Video event switch

Each of the event/alarm inputs shall be independently configurable for each of the following items:

- Pre-Alarm Time: The amount of time (configurable in either minutes or seconds) prior to the event/alarm to be included with the event/alarm video.
- Duration: The amount of time (configurable in either minutes or seconds) to be included for this event/alarm.
- Trigger: Which switch or discrete input is associated with this event/alarm.
- Frame Rate(s): The frame rate (independently configurable for each camera) to be used for the duration of the event/alarm. (NOTE: Upon completion of the event/alarm the frame rate will return to its previously configured rate).
- Resolution(s): The resolution (independently configurable for each camera) to be used for the duration of the event/alarm. (NOTE: Upon completion of the event/alarm the resolution will return to its previously configured level).
- Audio Configuration: Ability to select 0, 1, or 2 of the audio channels to be turned on associated with the event/alarm.

The DVR shall interface with a Video Event Button/Switch. The contractor shall provide this button/switch on each bus. This button/switch shall be connected to one of the alarm inputs on the DVR. When triggered, the video / audio will be automatically saved so that it will not be overwritten. The amount video/audio to be saved (both before and after the alarm switch/button being activated) shall be configurable within the mobile video software configuration parameters.

2.9 Event/Alarm Video Storage Length

The system shall allow for event/alarm video data to be stored permanently until deleted by a qualified user within the video review software.

2.10 Date/Time

The DVR shall have internal clock that operates independent of the main power supply. It shall have an operational lifetime that exceeds seven (7) years, and a drift that shall not exceed more than one (1) minute per month.

The DVR shall have an Applications Programming Interface (API) via the Ethernet connection that allows the clock to be synchronized to an external time source on-board the vehicle – such as an existing CAD/AVL system that already supports GPS. The DVR shall also support time synchronization via an NTP interface or GPS interface.

The Date/Time shall be logged with the video related to each camera on-board.

2.11 Status LED

The DVR shall have a notifications on the front panel that indicate the status/health of the on-board equipment.

An external notification panel shall be available for mounting near the bus operator

2.12 Power

The DVR shall be powered by a 24 VDC vehicle power supply connected by 14 gauge wiring and protected from power spikes (up to 30 volts), surges, and reverse polarity. Power to all cameras shall be provided directly from the DVR unit.

2.13 Operator Interface

The DVR shall require no operator intervention. It shall automatically start up upon starting of the bus, and shall continue to operate until the bus is shut down, or until a configurable amount of time after the bus has been shut down.

2.14 Temperature

DVR shall be equipped with a temperature sending system, software controlled fan and integrated heater for operation in a wide range of temperatures.

3.0 Removable Disk Drive (RDD), Video Review Workstation and Software

3.1 General

One 1 TB removable disk drive (RDD) shall be provided for each DVR. An additional four (4) 1TB RDDs will be provided as spares.

System shall be equipped with a USB port to allow for exporting video clips or updating software or system configurations.

3.2 RDD Removable

If wireless download is not available (see Section 4.0), the RDD shall be removeable so that the user can remove any RDD and subsequently insert it into a docking station for review of the video and audio data.

3.4 RDD Key Lock

The RDD shall have a key lock on the RDD tray so that it can be locked into position when inserted

into the DVR. If the RDD is not in a proper locked position in the DVR when the DVR is operating, then an error condition will be shown on the notification panels.

3.5 RDD Docking Station (DS)

If required, the system shall include three (3) docking stations. Once the RDD is inserted in the docking station, the user shall be able to review any/all data stored on the RDD.

3.6 Software

System shall have license free software capable of playback, even search, archiving, as well as time and date clip searches compatible with Microsoft Windows Operating Systems.

System shall have an optional hard disc player and software to enable files to be transferred from the HDD to a PC/Laptop where the images can be printed emailed or saved onto another storage media.

3.7 Saving a Video Clip or Portion of a Clip

The user shall be allowed to save an entire video clip, or a portion of a clip to a file on the disk, to a CD/DVD or to any other digital media. These clips shall be able to be saved in any of the following formats:

- Application mode (A single executable file that contains the video clip as well as the viewing application software. The video clip data will still be in secure format. This is the mode most often used when sending out video to a 3rd party such as the police, or lawyers for review)
- A non-secure format such as .AVI.

The user shall be able to save a .JPG image (or other standard image format) to a file.

At a minimum, the date, time, camera identification shall be shown for each camera view.

4.0 Wireless Option

4.1 General

The contractor shall provide pricing for an 802.11b/g/a wireless option which will generally be used for the purpose of uploading selected video from the vehicle to the Fixed End.

4.2 Vehicle Wireless Equipment

The contractor shall provide the following equipment on the vehicle for this option:

- One (1) 802.11b/g/a wireless access point
- One (1) externally mounted 802.11 antenna, connected to the access point.

4.3 Fixed End Wireless Equipment

The contractor shall provide the following equipment on the fixed end for this option:

- One (1) outdoor rated 802.11b/g/a wireless access point
- One (1) outdoor rated 802.11 antenna.
- Wireless video software capable of providing the functionality listed in Section 9.4 below.

4.4 Wireless Functionality

The contractor shall provide software that allows for the following wireless functionality to be performed:

- Automatic upload of event/alarm video from the bus to the fixed end whenever a bus is in range of the 802.11b/g/a wireless in the bus yard.
- Automatic upload of the video log file from every vehicle.
- Automatic upload of system status information and ability to automatically notify a designated individual via email of certain status issues such as one or more cameras out, DVR not reporting in the last user configurable amount of time, etc.
- The software must be capable of handling “breaks” in communications such that if a video clip is only partially uploaded before a break in communication occurs, the software will automatically be able to “restart” the upload where it left off the next time the vehicle comes within wireless range.

4.5 Wireless Testing

The contractor shall conduct a site wireless testing to prove/confirm adequate site coverage and interference levels.

5.0 Cameras

5.1 General

The initial number of cameras to be installed on each vehicle are noted in the chart in section 7.4

Each bus will be fitted with camera systems capable of monitoring the entire interior of the bus. Areas of special consideration are the front and rear door and step areas, and the area rear of the rear door. The camera at the front of the bus viewing the front door must be color. Cameras shall be adjustable on both vertical and horizontal planes, designed to operate in both normal daylight and nighttime lighting conditions, and protected by a tamper proof enclosure.

5.2 Resolution

The cameras shall have a resolution of at least 470 TV-Lines.

5.4 Electronic Shutter

The cameras shall have an electronic shutter with a speed of 1/60 sec – 1/100,000 sec automatic

5.5 Lens Options

The internal cameras shall have lens options of between 2.1mm and 16.0mm. The contractor shall perform an initial vehicle survey prior to installation of the cameras to determine the most appropriate lens options to use for each camera mounting.

5.6 Backlight

The cameras shall have automatic backlight compensation.

5.7 Power

The cameras shall work off of an operating voltage of 24VDC, and shall have a power consumption less than or equal to 150mA.

5.8 Operating Temperature

The cameras shall have an operating temperature of between at least 15°F and 120°F.

5.9 Camera Construction

The internal cameras shall be protected by a tamper proof enclosure constructed of a vandal-resistant polycarbonate housing. These cameras shall be specifically designed for use in a mobile environment.

5.10 Camera Locations

Up to five (5) cameras will be installed both internally and externally dependent on bus type. Please see Exhibit A for a diagram of desired locations. Bidders are encouraged to make camera location recommendations based on prior experience and industry standards.

Five (5) cameras per vehicle shall be installed. The following are the approximate locations for these camera installations. Final locations will be determined during the bus survey, with final locations being agreed upon between Santa Clarita Transit and the selected contractor.

1. Front Door view Front door view (mounted above driver with view of front door)
2. Front to Rear view
3. Rear Door
4. Rear Deck view
5. Curb-Side

6.0 Training

6.1 Training – General

The contractor shall provide a minimum of the following training:

- User Training: The contractor shall train up to four (4) individuals on the software and viewing using a docking station.
- Maintenance Training: The contractor shall train up to two (2) individuals on the maintenance of the video equipment. This training shall include the following:
 - Diagnosing issues with the DVR, RDD, Cameras, etc.
 - Swapping of RDDs
 - Removal and replacement of DVR, RDD, Camera equipment

7.0 Warranty

The contractor shall include a one (1) year warranty on all equipment provided under this contract. Warranty shall begin upon system acceptance. The warranty shall be a "Return To Manufacturer" type of warranty. All labor and materials shall be included.

The contractor shall also identify a Local Service Provider who will provide on-site support as needed. The qualifications of that Local Service Provider shall be included as part of the proposal.

8.0 Installation

8.1 Bus Equipment Installation

The contractor shall install all of the bus equipment between the hours of 9:00 pm and 3:30 am weekdays and anytime on weekends.

All installations shall be performed at the City of Santa Clarita Transit Maintenance Facility, 28250 Constellation Road, Santa Clarita, CA 91355

Installation schedule and number of buses available each day will be determined during a kickoff meeting.

8.2 Bus Fleet

The fleet consists of the following buses for installation:

# of Buses	Bus Model	Year
5	Gillig Phantom	1997
21	Gillig Phantom	2000
14	NewFlyer C40LF	2005
2	NABI 60	2007
8	NABI LFW-41	2008
7	NewFlyer C40LFR	2010
8	MCI D4000	1998
5	MCI D4000	2001
13	MCI D4000	2004
4	MCI D4500	2010

8.3 Existing Bus Fleet Installations

# of Buses	Bus Model	Year	Currently installed with Surveillance System?	Cameras Currently Installed?	Remove Existing Surveillance System (keep any existing cameras)
5	Gillig Phantom	1997	Y	Y	Y
21	Gillig Phantom	2000	Y	Y	Y
14	NewFlyer C40LF	2005	Y	Y	Y
2	NABI 60	2007	Y	Y	Y
8	NABI LFW-41	2008	Y	Y	Y
7	NewFlyer C40LFR	2010	N	N	N/A
8	MCI D4000	1998	N	N	N/A
5	MCI D4000	2001	N	N	N/A
13	MCI D4000	2004	N	N	N/A
4	MCI D4500	2010	N	N	N/A

8.4 Installations As Part of this Contract

This project consists of varying degrees of installations per bus. This is summarized below by bus type:

- 1997 Gillig Phantoms – These buses will utilize existing interior cameras already installed. Contractor shall remove existing digital surveillance system and supply and install a new digital surveillance system including all components previously listed in Sections 1 and 2. Contractor shall supply and install one (1) additional exterior camera.
- 2000 Gillig Phantoms - These buses will utilize existing interior cameras already installed. Contractor shall remove existing digital surveillance system and supply and install a new digital surveillance system including all components previously listed in Sections 1 and 2. Contractor shall supply and install one (1) additional exterior camera.
- 2005 NewFlyer C40LF - These buses will utilize existing interior cameras already installed. Contractor shall remove existing digital surveillance system and supply and install a new digital surveillance system including all components previously listed in Sections 1 and 2. Contractor shall supply and install one (1) additional exterior camera.
- 2007 NABI 60 – These buses will utilize existing interior and exterior cameras already installed. Contractor shall remove existing digital surveillance system and supply and install a new digital surveillance system including all components previously listed in Sections 1 and 2.
- 2008 NABI LFW-41 - – These buses will utilize existing interior and exterior cameras already installed. Contractor shall remove existing digital surveillance system and supply and install a new digital surveillance system including all components previously listed in Sections 1 and 2.
- 2010 NewFlyer C40LFR – Contractor shall supply and install interior and exterior cameras as well as a new digital surveillance system including all components previously listed in Sections 1 and 2. These buses have been prepared with conduit, power panel, and pre-cut camera locations.
- 1998 MCI D4000 - Contractor shall supply and install interior and exterior cameras as well as a new digital surveillance system including all components previously listed in Sections 1 and 2.
- 2001 MCI D4000 - Contractor shall supply and install interior and exterior cameras as well as a new digital surveillance system including all components previously listed in Sections 1 and 2.
- 2004 MCI D4000 - Contractor shall supply and install interior and exterior cameras as well as a new digital surveillance system including all components previously listed in Sections 1 and 2.
- 2010 MCI D4500 - Contractor shall supply and install interior and exterior cameras as well as a new digital surveillance system including all components previously listed in Sections 1 and 2.

Additionally, Contractor shall supply three (3) complete desktop review stations. Two (2) of these stations are to be installed by the Contractor. The third will be maintained as a spare.

The chart below shows the quantity of complete digital surveillance systems and cameras for this project:

# of Buses	Bus Model	Year	Digital Surveillance System	Cameras to be installed (one per bus)				
			Install complete Digital Surv System (excluding cameras)	Front Door	Front to Rear	Rear Deck	Rear Door (35', 40', and 45' busses)	Curbside (exterior)
5	Gillig Phantom	1997	5	0	0	0	0	5
21	Gillig Phantom	2000	21	0	0	0	0	21
14	NewFlyer C40LF	2005	14	0	0	0	0	14
2	NABI 60	2007	2	0	0	0	0	0
8	NABI LFW-41	2008	8	0	0	0	0	0
7	NewFlyer C40LFR	2010	7	7	7	7	7	7
8	MCI D4000	1998	8	8	8	8	8	8
5	MCI D4000	2001	5	5	5	5	5	5
13	MCI D4000	2004	13	13	13	13	13	13
4	MCI D4500	2010	4	4	4	4	4	4
			87	37	37	37	37	77

9.0 Options

Separate pricing for the following options shall be included on the cost quote:

- One (1) exterior rear view camera on each bus (2 - 2007 NABI 60 excluded) for a total of eighty-four (84) cameras including installation
- Any other alternative proposals or options

10.0 Proposal Format

Proposal package must include the following items:

- A) Proposal Presentation** - Presentation should establish the Offeror's understanding of the objectives and work requirements and substantiate the Offeror's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach to completing the required work, outlining sequentially the activities that would be undertaken in completing the various tasks and specifying who would perform them. Include a schedule for completing the tasks, specified in the "Scope of Work," in terms of elapsed weeks from the commencement date. The Offeror may also suggest technical or procedural innovations that it has used successfully on other projects and which may facilitate the completion of this project.
- B) Cost Quote** – The cost quote will be provided as a separate and detachable section. Proposed project budget must include the cost for completion of the described project including all material, equipment and operational costs. The hourly rate for each activity must be included, should the project be expanded or additional requests are made of successful bidder. All cost quotes shall be F.O.B. Destination. The product shall be delivered to Santa Clarita Transit, in Santa Clarita, California.

- C) List of Professional References** – Contractor must submit at least five (5) professional transit industry references (client organization) with names, titles, addresses and phone numbers.
- D) Resumes or Statement of Qualifications** - Each individual that will be responsible for the project must provide a current resume or statement of qualifications, including the Local Service Provider. Please provide the name, title, address and telephone number of the person(s) at client organizations who is most knowledgeable about the work performed by this individual. If a subcontractor will be used to install product, the name and resumes of such company shall be supplied.
- E) Appendices** – Information considered by the Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are requested to keep these brief and relevant.

6. Required Qualifications:

At a minimum, products proposed shall be adaptable to a mobile environment. Proof of installation in a minimum of five (5) transit fleets shall be provided. This can be accomplished in the references required. Additionally, installation crews shall be experienced with installations in a transit bus. This can be also accomplished in the references required.

7. Time Schedule:

The bidder shall include a reasonable timeline highlighting all milestones for the completion of this project.

8. Response Submittal Requirements.

(a) CONTENTS OF PROPOSAL

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit proposals in the required format may result in elimination from proposal evaluation.

In the interest of remaining environmentally friendly and cost effective, please refrain from utilizing three-ring binders, plastic binding products or plastic sheets. Paper covers and the following binding methods are acceptable; loose sheets fastened with a binder clip, stapled, or a three-hole paper folder with fasteners. Proposals should be submitted double-sided on recycled content paper. Unnecessarily complex or decorative proposals are not desired.

FORMAT

Each proposal must be submitted in two parts:

Part I must relate to the Technical Proposal

Part II must relate to the Cost Proposal

PART I - TECHNICAL PROPOSAL

Cover Letter - Must include the name, address, and telephone number of the company, and be signed by the person or persons authorized to represent the firm.

Table of Contents - Clearly identify material contained in the proposal by section and page number.

Introduction (Section 1) - Contents to be determined by contractor.

Project Analysis (Section 2) - Provide an explanation and interpretation of the problem areas described in this RFP.

Objective, Scope, Nature of Proposed Program (Section 3) - Describe the overall approach to the problem, including the objective and scope of work to be performed by the contractor

Work Program (Section 4) - Describe the work or tasks to be performed, including sequence of work activities, dependencies, and significant completion dates for major products.

Methodology (Section 5) - Describe the methodology and techniques to be employed.

Project Management (Section 6) - Describe the proposed management structure, organization of contracting group, and facilities available.

Assigned Personnel (Section 7) - Identify the principals having primary responsibility for implementing the proposal. Discuss their professional backgrounds. Provide a summary of similar work they have previously performed. Describe the responsibilities and capacity of the technical personnel involved. Substitution of project manager and/or lead personnel will not be permitted without prior written approval of the City.

Schedule (Section 8) - List the proposed schedule of activities, including labor hours and calendar time requirements, by product.

City Resources (Section 9) - Describe any City services and staff resources needed to supplement contractor activities to achieve identified objective(s).

Subcontractors (Section 10) - If subcontractors are to be used, identify each of them in the proposal. Describe the work to be performed by them and the number of hours or the percentage of time they will devote to the project. Provide a list of their assigned staff, their qualifications, relationship to project management, schedule, costs, and hourly rates.

Contractor Capability and References (Section 11) - Provide a summary of the firm's relevant background experience. Discuss the applicability of such experience to this RFP. Contractor must submit at least five (5) professional transit industry references (client organization) with names, titles, addresses and phone numbers.

Alternative Proposals (Section 12) - Provide statements of alternative proposals, if any, labeled "Alternative Proposal Number One, Alternative Proposal Number Two," etc. The format of each alternative proposal submitted may be abbreviated to address just the following:

- a. Work Program
- b. Methodology
- c. Assigned Personnel

Conflict of Interest (Section 13) - Address possible conflicts of interest with other clients affected by actions performed by the firm on behalf of the City. Although the bidder will not be automatically disqualified by reason of work performed for other parties, the City reserves the right to consider the nature and extent of such work in evaluating the proposal.

Additional Data (Section 14) - Provide other essential data that may assist in the evaluation of this proposal.

PART II - COST PROPOSAL

The cost proposal should be a separate and detachable item of proposal response.

Name and Address

The Cost Proposal must list the name and complete address of the bidder in the upper, left-hand corner.

Cost Proposal

Total cost must be clearly indicated at the end of the Cost Proposal.

Costs must include a breakdown by the following categories:

- 1) Labor - List and hourly labor rate.
- 2) Pricing per group of buses on page 30 – For the 10 groups of buses in the table on page 10 list a separate cost for equipment, sales tax at 9.75%, installation and total.
- 3) Supplies and Equipment - Provide an itemized list of supplies to be used. The City will not pay for any equipment unless adequately justified. Any equipment paid for by the City will become the property of the City.
- 4) Subcontractor Costs - Identify subcontractors by name, list their cost per hour or day, and the number of hours or days their services will be used.
- 5) Travel Costs - Identify estimated travel costs, including the number of trips required, destinations, and approximate cost of travel. Travel costs are reimbursed at prevailing rates for the contracting company or City rates, whichever is lower, unless negotiated otherwise.
- 6) Miscellaneous Costs, if any.

Charges for supplies, equipment, and subcontractors will be paid at cost. It is expected that general, overhead, and administrative costs are included in the hourly rate for labor. Bids submitted will be held to the total cost given in the response quote. It will be assumed that all contingencies and/or anticipated escalations are included. No additional funds will be paid above and beyond the original quote given by the selected bidder.

(b) PROPOSAL SUBMISSION

All proposals must be submitted according to specifications set forth in Section 8 (a) - Contents of Proposal and this section. Failure to adhere to these specifications may be cause for rejection of proposal.

I. Signature. An authorized representative of the bidder should sign all proposals.

II. Due Date. The proposer shall submit one (1) original, three (3) copies and one digital copy (PDF on CD) of all materials of the proposal in a sealed envelope, plainly marked in the upper, left-hand corner with the name and address of the bidder and the words "Request for Proposal # TR-10-11-26." All proposals must be received before 11:00 a.m., January 27, 2011, and directed to the attention of:

Purchasing
City of Santa Clarita
23920 Valencia Blvd. Ste. 245
Santa Clarita, CA 91355-2196

Late bids/proposals will not be accepted. Any correction or resubmission done by the proposer will not extend the submittal due date.

III. Addenda. City may modify the proposal and/or issue supplementary information or guidelines relating to the RFP during the proposal preparation period of 12/21/10 to 01/18/11. Proposers are cautioned against relying on verbal information in the preparation of proposal responses. All official information and guidance will be provided as part of this solicitation or written addenda.

IV. Rejection. A proposal may be deemed non-responsive and may be immediately rejected if:

- It is received at any time after the exact date and time set for receipt of proposals and/or;
- It is not prepared in the format prescribed and/or;
- It is signed by an individual not authorized to represent the firm.

V. Disposition of Proposals. The City reserves the right to reject any or all proposals. All responses become the property of the City. One copy of the proposal shall be retained for City files. Additional copies and materials will be returned only if requested and at the bidder's expense.

VI. Proposal Changes. Once submitted, proposals, including the composition of the contracting team, cannot be altered without the prior written consent of the City. All proposals constitute an offer to the City and may not be withdrawn for a period of ninety (90) days after the last day to accept proposals.

VII. Proposal Evaluation and Contractor Selection. An evaluation panel comprised of representatives from the requesting department will evaluate all proposals to determine responsiveness to the RFP. The panel will recommend the selection of the responsible Proposer whose proposal is most advantageous to the City. Accordingly, the City may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest Price Proposal if doing so would not be in the overall best interest of the City.

The overall criteria listed below are listed in relative order of importance. As proposals are considered by the City to be more equal in their technical merit, the evaluated cost or price becomes more important so that when technical proposals are evaluated as essentially equal, cost or price may be the deciding factor.

- a) Quality of equipment
- b) Cost of service provided
- c) Thoroughness of proposal, approach to providing sound services and ability to provide services to meet objectives
- d) References
- e) Staff qualifications and number of staff provided

During the selection process, the evaluation panel may wish to interview bidders with scores above a natural break. Should an interview process take place the results of the interview will carry great weight in the selection process. The City reserves the right to make a selection solely on the basis of the proposals without further contact.

D.

Sample Contract

**MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF SANTA CLARITA AND**

Contract No.

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____, by and between the CITY OF SANTA CLARITA, a general law city and municipal corporation ("CITY") and _____, a _____ Corporation ("CONTRACTOR").

The Parties agree as follows:

CONSIDERATION.

As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below; and

As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement; and

As additional consideration, CITY agrees to pay CONTRACTOR on a _____ basis an amount set forth in the attached Exhibit "_____", which is incorporated by reference, for CONTRACTOR's services. CITY will pay such amount promptly, but not later than thirty (30) days after receiving CONTRACTOR's invoice.

TERM. The term of this Agreement will be from _____, 20____, to _____, 20____. The Agreement may be renewed upon mutual consent of the parties.

SCOPE OF SERVICES.

CONTRACTOR will perform services listed in the attached Exhibit "_____"

CONTRACTOR will, in a workmanlike manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

PREVAILING WAGES.

If required by applicable state law including, without limitation Labor Code §§ 1720 (as amended by AB 975 (2001)), 1771, 1774, 1775, and 1776, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing

Wage Determination at www.dir.ca.gov/DLSR/PWD. A copy of the prevailing rate of per diem wages must be posted at the job site.

Protection of Resident Workers

The City of Santa Clarita actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

FAMILIARITY WITH WORK.

By executing this Agreement, CONTRACTOR represents that CONTRACTOR has:

Thoroughly investigated and considered the scope of services to be performed; and

Carefully considered how the services should be performed; and

Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

If 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, before commencing the services hereunder. Should CONTRACTOR discover any latent or unknown conditions that may materially affect the performance of the services, CONTRACTOR will immediately inform CITY of such fact and will not proceed except at CONTRACTOR's own risk until written instructions are received from CITY.

INSURANCE.

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONTRACTOR will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon

thirty (30) days prior written notice to City.

- C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).**
- D. CONTRACTOR will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.**
- E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at CONTRACTOR's expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate. In the alternative, should CONTRACTOR fail to meet any of the insurance requirements under this agreement, City may cancel the Agreement immediately with no penalty.**
- F. Should Contractor's insurance required by this Agreement be cancelled at any point prior to expiration of the policy, CONTRACTOR must notify City within 24 hours of receipt of notice of cancellation. Furthermore, CONTRACTOR must obtain replacement coverage that meets all contractual requirements within 10 days of the prior insurer's issuance of notice of cancellation. CONTRACTOR must ensure that there is no lapse in coverage.**

TIME FOR PERFORMANCE. CONTRACTOR will not perform any work under this Agreement until:

CONTRACTOR furnishes proof of insurance as required under Section 0 of this Agreement; and

CITY gives CONTRACTOR a written Notice to Proceed.

Should CONTRACTOR begin work in advance of receiving written authorization to proceed, any such professional services are at CONTRACTOR's own risk.

TERMINATION.

CITY may terminate this Agreement at any time with or without cause.

CONTRACTOR may terminate this Agreement upon providing written notice to CITY at least thirty (30) days before the effective termination date.

Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

By executing this document, CONTRACTOR waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

INDEMNIFICATION.

CONTRACTOR agrees to indemnify and hold **CITY** harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the performance of this agreement by **CONTRACTOR**. Should **CITY** be named in any suit, or should any claim be brought against it by suit or otherwise, arising out of performance by **CONTRACTOR** of services rendered pursuant to this Agreement, **CONTRACTOR** will defend **CITY** (at **CITY**'s request and with counsel satisfactory to **CITY**) and will indemnify **CITY** for any judgment rendered against it or any sums paid out in settlement or costs incurred in defense otherwise.

INDEPENDENT CONTRACTOR. **CITY** and **CONTRACTOR** agree that **CONTRACTOR** will act as an independent contractor and will have control of all work and the manner in which it is performed. **CONTRACTOR** will be free to contract for similar service to be performed for other employers while under contract with **CITY**. **CONTRACTOR** is not an agent or employee of **CITY** and is not entitled to participate in any pension plan, insurance, bonus or similar benefits **CITY** provides for its employees. Any provision in this Agreement that may appear to give **CITY** the right to direct **CONTRACTOR** as to the details of doing the work or to exercise a measure of control over the work means that **CONTRACTOR** will follow the direction of the **CITY** as to end results of the work only.

NOTICES.

All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

To **CITY**: City of Santa Clarita
 23920 Valencia Boulevard, Suite 300
 Santa Clarita, CA 91355

To **CONTRACTOR**: Name
 Address
 City

When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.

Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

TAXPAYER IDENTIFICATION NUMBER. **CONTRACTOR** will provide **CITY** with a Taxpayer Identification Number.

CONSTRUCTION. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

SEVERABLE. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

WAIVER. Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

AUTHORITY/MODIFICATION. This Agreement may be subject to and conditioned upon approval and ratification by the Santa Clarita City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's City Manager may execute any such amendment on behalf of CITY.

ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

EFFECT OF CONFLICT. In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

ENTIRE AGREEMENT. This Agreement and its one attachment constitutes the sole agreement between CONTRACTOR and CITY respecting _____ maintenance. To the extent that there are additional terms and conditions contained in Exhibit " " that are not in conflict with this Agreement, those terms are incorporated as if fully set forth above. There are no other understandings, terms or other agreements expressed or implied, oral or written.

CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first hereinabove written.

FOR CONTRACTOR:

By: SAMPLE-DO NOT SIGN

Print Name & Title

Date: _____

FOR CITY OF SANTA CLARITA:
KENNETH R. PULSKAMP, CITY MANAGER

By: _____
City Manager

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM:
CARL K. NEWTON, CITY ATTORNEY

By: _____
City Attorney

Date: _____

APPENDIX A

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

**AMERICAN RECOVERY and REINVESTMENT ACT (ARRA)
MONTHLY EMPLOYMENT REPORT**

CEM-1204 (REV. 04/2009)

JOB STAMP

See instructions that follow

1. CONTRACT NUMBER	2. FEDERAL-AID PROJECT NUMBER
3. REPORT MONTH AND YEAR (mm/yyyy)	4. CONTRACTING AGENCY
5. CONTRACTOR NAME AND ADDRESS	

6. EMPLOYMENT DATA	EMPLOYEES		HOURS		PAYROLL	
	NEW HIRES	EXISTING EMPLOYEES	NEW HIRES	EXISTING EMPLOYEES	NEW HIRES	EXISTING EMPLOYEES
PRIME CONTRACTOR DIRECT, ON- PROJECT JOBS						
SUBCONTRACTOR DIRECT, ON- PROJECT JOBS						
SUBCONTRACTOR NAME(S): DBE						
☐						
☐						
☐						
☐						
☐						
☐						
PRIME AND SUBCONTRACTOR SUBTOTALS						
PRIME AND SUBCONTRACTOR TOTALS (NEW + EXISTING)						

7. CERTIFIED BY CONTRACTOR: (Signature and Title)	DATE
TO BE COMPLETED BY STATE OR AUTHORIZED REPRESENTATIVE	
8. REVIEWED BY CONTRACT ADMINISTRATOR: (Signature and Title)	DATE

COPY DISTRIBUTION:

Original - Project Files

Copy - Contractor

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

AMERICAN RECOVERY and REINVESTMENT ACT (ARRA)

MONTHLY EMPLOYMENT REPORT

CEM-1204 (REV. 04/2009)

INSTRUCTIONS FOR COMPLETING MONTHLY EMPLOYMENT REPORT FORM

BOX 1. *Contract Number:* The state-assigned project number or ID; district and expenditure authorization (EA).

BOX 2. *Federal-aid Project Number:* The state-assigned federal-aid project number.

BOX 3. *Report Month and Year:* The month and year covered by the report. Reported as "mm/yyyy."

BOX 4. *Contracting Agency:* The name of the contracting agency. For state projects, enter Caltrans. For non-state projects, enter the name of the contracting agency (federal agency, tribe, MPO, city, county, and so forth).

BOX 5. *Contractor Name and Address:* The name and address of the contractor must include the firm name, street address, city, state, and zip code.

BOX 6. *Employment Data*

Subcontractor Name(s): The name of each subcontractor active on the project for the reporting month. If the subcontractor is a Disadvantaged Business Enterprise (DBE), check the box.

Employees: The number of new hires and existing employees on the contractor's workforce that month, and the number of new hires and existing employees for each of the active subcontractors that month. Do not include material suppliers. Report all data as whole numbers.

Hours: For the reporting month, the total time spent, including overtime hours, on the specified project by the contractor's and active subcontractors' new hires and existing employees.

Payroll: The total dollar amount of the basic hourly rate paid by the contractor on the specified project for all employees for the reporting month and the total dollar amount of the basic hourly rate of pay paid by each active subcontractor that month. The basic hourly rate does not include fringe benefits such as vacation, health and welfare, pension and others. Report all data to the nearest whole dollar.

BOX 7. *Certified by Contractor*

Name: The contractor representative or person responsible for certification of the information included on the form. By completing the form, the authorized representative certifies knowledge of the hours worked and employment status for all employees. The contractor is responsible for maintaining data that supports the employment form and for making that data available to the state if it requests supporting materials.

Date: The date that the contractor completed the employment form is reported as "mm/dd/yyyy."

BOX 8. *Reviewed by Contract Administrator* (to be completed by the state or authorized representative)

Name: State representative, such as the resident engineer or contract manager, or authorized project representative responsible for reviewing the submitted form.

Date: The date that the state representative reviewed the form is reported as "mm/dd/yyyy."
