



***City of Glendale***

***Community Services & Parks Department***

**REQUEST FOR PROPOSALS**

**Bus Transportation Services**

**Issue Date:  
May 20, 2019**

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## Message to Proposers

The Community Services & Parks Department (“Parks Department”) of the City of Glendale (“City”) provides a wide variety of recreation, leisure and arts programs for all ages and interests, and manages one of the finest parks and open space systems in the Southern California region. It is within the nature of the City of Glendale to provide its community quality service to enhance personal achievement and create unique experiences and opportunities.

The City’s Mission Statement is:

*The City of Glendale delivers exceptional customer service through precision execution and innovative leadership.*

As a premier City anchored in pride of civic ownership, Glendale’s success is realized through a community that is safe, prosperous, and rich in cultural offerings. The City accomplishes its mission and realizes its vision by providing emphasis on: fiscal responsibility; exceptional customer service; economic vibrancy; informed & engaged community; safe & healthy community; balanced, quality housing; community services & facilities; infrastructure & mobility; arts & culture; sustainability.

***The purpose of this Request for Proposals is to enable the Parks Department to evaluate a list of candidates and select a qualified and experienced firm to provide Bus Transportation Services for various Parks Department programs, including Summer Camps, Glendale Youth Alliance, Senior Excursions, Trails and Open Space Programs, and the One Glendale Afterschool Youth Sports Program. The City anticipates needing buses for approximately 135 field trips; at least half of trips will require multiple buses.***

***The required Bus Transportation Services and performance conditions are described in the Scope of Services and Minimum Performance Standards. The City requires that the Proposer provide pricing for three (3) years. The initial contract is for three (3) years and the City has the option of renewing the contract one (1) additional time for a two (2) year period.***

Thank you in advance for your interest in this Request for Proposals.

Onnig Bulanikian, Director,  
Community Services & Parks Department

# I. Introduction

## A. Summary

On behalf of its Parks Department, the City is soliciting Proposals from suitably qualified bus transportation contractors (“Transportation Provider”) to provide bus transportation (“Services”) to children and adults participating in Parks Department programs (“program participants”) from selected facilities within the City of Glendale to destinations inside or outside of the City of Glendale, as requested by Parks Department staff at the time of each reservation, and in accordance with the instructions and requirements in this Request for Proposals (“RFP”).

The Contractor will perform the Services according to:

- The Scope of Services and Minimum Performance Standards (“Scope of Services”), which are attached as **Exhibit 1** to this RFP;
- The instructions and requirements in this RFP; and
- The proposed Contract.

The City requires well-managed and financially sound individuals or firms with demonstrated skills and technical ability, and high levels of customer service and satisfaction, to fulfill the requirements outlined in this RFP.

***A potential Proposer should read this document in its entirety before preparing and submitting a Proposal.***

## B. Assumptions / Definitions

In this RFP, the following words and phrases have the meaning ascribed to them below:

- ***Agreement / Contract*** The entire and integrated written agreement between the City and the Contractor that takes the place of prior negotiations, representations, or agreements, either written or oral.
- ***City*** The City of Glendale. Depending on the context in which it is used, the term ***City*** also may refer to:
  - The geographic area known as the City of Glendale; or
  - A person whom the City of Glendale employs or uses and who is authorized to represent the City of Glendale in matters concerning the Project.
- ***City Project Manager*** The City’s designated representative for all issues related to the Project.

- **Contractor** The selected Proposer(s) to whom the City has awarded a Contract for the Project.
- **Project** The entire Services described in this RFP. Services may constitute the whole or a part of the Project.
- **Proposal** The documents and other items that a Proposer submits in response to this RFP.
- **Proposer** The person, entity, or organization that submits a Proposal in response to this RFP.
- **RFP** This Request for Proposals and all of its attachments, including documents and other items from the City and relevant third parties.
- **Services** The work, labor, tasks, operations, activities, materials, supplies, equipment, deliverables, duties, and obligations:
  - Described in this RFP; and
  - Required by, and reasonably inferable from, the Contract— whether completed or partially completed.
- **Subcontractor** A contractor, supplier, vendor, person, entity, or organization whom Contractor hires, employs, or uses on Contractor’s behalf to provide, perform, or fulfill a portion of the Services.

### **C. About the City of Glendale**

Glendale is the fourth largest city in Los Angeles County and spans over 30 square miles. A superior quality of life in Glendale is the result of the City’s focus on safety, neighborhoods, education and community involvement. These are reflected in Glendale’s city government, which includes the Glendale Police and Fire Departments; Community Services & Parks; Library, Arts & Culture; Community Development, as well as other departments focused on improving the citizens’ quality of life.

The Parks Department is responsible for 47 park facilities of which 37 are developed parks, 5000+ acres of open sites, and 130 managed sites (including medians and parking lots).

### **D. Term of Services and Contract**

The Services described in this RFP are for a period of three (3) years (“initial term”), beginning on **September 1, 2019**, and ending on **August 31, 2022**. The City will have a one (1) time option to renew the Transportation Provider’s Contract for a period of two (2) years (“renewal term”). Exercise of the one-time renewal option is at the sole discretion of the Director of Community Services & Parks (“Parks Director”) and requires the written approval of the City Manager.

***NOTE: Demonstrated quality performance, pricing, and dependability will be key factors in determining whether the Transportation Provider receives the renewal term.***

## **E. Mandatory Qualifications**

To be eligible to perform the Services, a Proposer must meet essential requirements for qualification, which the City will determine from the Proposer's Qualification Statement. A Proposer must complete the Proposer's Qualification Statement, a form that is contained in the City's Proposal Forms which accompany this RFP. As part of the Proposer's Qualifications Statement, each Proposal must provide satisfactory evidence that:

*The Proposer satisfactorily completed at least one (1) government contract or public agency contract in California that is comparable in scope and scale to this Project, within five (5) years before the Proposal Deadline.*

The City may reject a Proposal as non-responsive if the Proposal fails to document that Proposer meets the above qualification(s).

## **F. License(s), Permit(s), and Certificate(s)**

At the time of the Proposal Deadline and at all times while Contractor performs the Services, the Proposer must possess current and active applicable license(s), permit(s), and certificate(s) (collectively, "authorizations")— from all federal, state, and local agencies (including the California Public Utilities Commission, California Highway Patrol, and California Department of Motor Vehicles)— for providing transportation services and operating buses.

Every individual whom Contractor hires or uses to perform the Services must have sufficient skill and experience, and must be duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services.

The successful Proposer will not receive a Contract if the successful Proposer does not have all of the required authorizations, or one or more of the authorizations are not current and active. If the City discovers after the Contract's award that the Contractor is unlicensed, does not have all of the required authorizations, or one or more of the authorizations are not current and active, the City may cancel the award, reject the Proposal, and exercise any one or more of the remedies in the Contract, or this RFP, or both.

## **G. Minimum Equipment Requirements**

The Proposer must have a fleet of buses to accommodate two-hundred forty (240) people at any one given time, of which at least:

- One (1) bus (charter or school) must be Americans with Disabilities Act (ADA) accessible; ***and***
- One (1) charter bus must accommodate up to 22 people; ***and***
- One (1) charter bus must accommodate up to 60 people.

The Proposer must be able to transport:

- The maximum number of passengers with the least amount of vehicles for each reservation; and
- The expected number of passengers with the least amount of vehicles, of which the maximum capacity of each vehicle is not greater than 125% of the number of passengers expected to be transported.

All buses (charter and school) that the Contractor uses for this Project must meet the following requirements:

- Buses must be new, or no older than fifteen (15) years old.
- School buses must have operative windows (slide on a track in either, upward, downward, or left/right direction) or air conditioning that is in working order.
- Charter buses must have air conditioning that is in working order.
- Buses must have working communication equipment to use in case of emergencies.

## **H. Contractor Responsibilities**

The Proposer must:

- Perform all Services in accordance with:
  - All applicable (federal, state, and local) standards, laws, and regulations, including all operation and safety regulations; and
  - Generally accepted business practices and performance standards of the industry.
- Meet the requirements and responsibilities listed in the Scope of Services, **EXHIBIT 1**.

## **I. City's Representatives**

The City will have one primary project manager for each program, a Program Supervisor, with an alternate person in charge for each respective program. The executive in charge is Onnig Bulanikian, Director of Community Services & Parks.

## **J. Prevailing Wages**

Services by persons deemed to be employees of Contractor may be subject to prevailing wages under California Labor Code Sections 1770-1781. Contractor's responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, Contractor, at its expense, shall indemnify, defend (including Contractor's providing and paying for legal counsel for City), and hold harmless City, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

## **K. Proposal Security**

At its expense, each Proposer must obtain and submit with its Proposal a “Proposal Bond” (“bond”) or a Cashier’s Check (“check”) drawn on a solvent bank, payable to the City of Glendale, for an amount equal to ten thousand dollars (\$10,000.00).

The bond or check will serve as a guarantee on the part of the Proposer that if the City awards the Proposer a Contract, the Proposer will accept and enter into the Contract. For the bond, the Proposer must use the City’s form, entitled “Proposal Bond.” See **EXHIBIT 2 (“Proposal Bond Requirements and Form”)** for additional requirements and the Proposal Bond form.

## **L. Performance Bond**

The successful Proposer must furnish yearly a Performance Bond, using the form attached to the RFP, in an amount equal to:

- \$95,000 for the first year of the Contract (September 1, 2019 to August 31, 2020).
- \$100,000 for the second year of the Contract (September 1, 2020 to August 31, 2021).
- \$105,000 for the third year of the Contract (September 1, 2021 to August 31, 2022).

See **Exhibit 3 (“Performance Bond Requirements and Form”)** for additional requirements and the Bond form.

## **M. Insurance**

At its expense, the successful Proposer must obtain and maintain insurance, while the Contract is in effect, that fully meets the requirements of— and contains provisions entirely consistent with— all of the City’s “Insurance Requirements,” which are noted in **EXHIBIT 4 (“Insurance Requirements”)**. Evidence of the insurance coverages will need to be in place before the start of the work. The City will require certificates of insurance and additional insured endorsements when the successful Proposer submits a signed Contract to the City. A Proposer does not need to submit proof of insurance to submit a Proposal, but must be prepared to meet all City insurance requirements (with no additional cost to the City), if the Transportation Provider is awarded a Contract.

***However, before a Proposer submits a Proposal:***

- ***A Proposer must give to its insurance company, or insurance agent, the “Insurance Requirements” in this RFP and the proposed Contract;***
- ***The insurance company’s underwriter or agent then must complete the “Insurance Requirements Affidavit” (at page PF – Page 31 of the attached PROPOSAL FORMS) which states that the insurer’s underwriter or agent will furnish the City with the required insurance documents within fourteen (14) calendar days after the Proposer’s having been notified of the Contract’s award; and***
- ***The Proposer must submit the “Insurance Requirements Affidavit” with its Proposal. The City may reject any Proposal made without this affidavit, or made with an incomplete affidavit form.***

## **N. Proposer's Indemnification of the City**

At its expense, Proposer agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, and representatives from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs, and expenses (including attorneys' fees, litigation, arbitration, mediation, appeal expenses) if a dispute, lawsuit, or other proceeding arises out of any one or more of the following:

- Proposer's submitting the Proposal;
- The City's accepting Proposer's Proposal; or
- The City's awarding a Contract to Proposer in compliance with this RFP, or state, federal, or local laws.

## **O. Additional Requirements for Bus Transportation Services Contractor**

1. Standby buses must be maintained in good working condition, must be available in sufficient numbers, and must be used when a bus scheduled for transporting program participants is inoperative. *(If Contractor uses a Subcontractor to meet this requirement, Contractor and its Subcontractor must comply with the prerequisites and requirements listed in the Agreement — See: Paragraph 4.2 of Exhibit E [Scope of Services and Minimum Performance Standards].)*
2. Contractor must have a sufficient number of personnel, who meet the qualifications and standards listed in the Contract, available to perform this RFP's Services.
3. At Contractor's expense, all bus drivers who perform the Services for this Project must undergo Live Scan electronic fingerprinting for California Department of Justice (CalDOJ) and Federal (FBI) level criminal history record checks. If the City performs the fingerprinting for Contractor's personnel, Contractor must pay the City's cost for this service. The background check must be completed and Contractor must know the results before Contractor dispatches a bus driver to the City.
4. Contractor must not allow a bus driver who will perform this RFP's Services to come in contact with program participants, if the bus driver is ineligible or otherwise disqualified under the terms of the Contract. Contractor may retain the disqualified individual and use that person for services other than those that Contractor provides to CITY under the Contract.
5. The driver(s) and vehicle(s) must arrive ten (10) minutes before the specified time, at the specified location(s). Pickup and drop-off of program participants must be made at the site or location that City has designated, unless Contractor:
  - Notifies City of a situation or circumstance preventing or interfering with the specified site or location; and
  - Obtains City's approval of an alternate site or location.

6. Contractor must compensate the City, and must deduct from the pending invoice a percentage of the invoice amount (“credit amount”) identified in the schedule below and in the Contract, when any one or more of the following situations occur:

- A bus arrives to the pickup location after the scheduled pickup time;
- A bus fails to show up; or
- A bus is not in a clean, neat, or sanitary condition.

<b>Offense Type</b> <i>(Yearly - September 1 to August 31)</i>	<b>Credit Amount on City’s Invoice or on Any Payment Due or Owing Contractor</b>			
	<b>1<sup>st</sup> Offense</b>	<b>2<sup>nd</sup> Offense</b>	<b>3<sup>rd</sup> Offense</b>	<b>4<sup>th</sup> Offense</b> <i>(and each occurrence after the 4<sup>th</sup>)</i>
<i>0-15 Minutes Late</i>	<i>No Charge</i>	<i>15% of invoice</i>	<i>30% of invoice</i>	<i>50% of invoice</i>
<i>16-30 Minutes Late</i>	<i>15% of invoice</i>	<i>30% of invoice</i>	<i>50% of invoice</i>	<i>70% of invoice</i>
<i>31+ Minutes Late</i>	<i>30% of invoice</i>	<i>50% of invoice</i>	<i>70% of invoice</i>	<i>90% of invoice</i>
<i>Bus Doesn’t Show Up</i>	<i>125% of invoice</i>	<i>City may end Contract &amp; Proceed under Performance Bond</i>	<i>City may end Contract &amp; Proceed under Performance Bond</i>	<i>City may end Contract &amp; Proceed under Performance Bond</i>
<i>Bus not clean</i>	<i>No Charge</i>	<i>10% of invoice</i>	<i>20% of invoice</i>	<i>30% of invoice</i>

Under the Contract, if Contractor does not deduct the credit amount or if Contractor deducts an incorrect amount, the City may deduct the credit amount from any payment due or owing to Contractor.

## II. RFP Process

### A. Schedule of Events

The following events will take place in this Project (see further explanations, below):

<b>Event</b>	<b>Responsibility</b>	<b>Date(s)</b>
<b>RFP Distribution</b>	City	May 20, 2019
<b>Mandatory Proposer Conference</b>	City	May 29, 2019
<b>Last Day to Submit Interim Questions</b>	Proposer	May 31, 2019
<b>RFP Proposals Due</b>	Proposer	June 7, 2019
<b>City Opens Proposals for Completeness</b>	City	June 11, 2019
<b>Panel Reviews Proposals</b>	City	June 13, 2019
<b>Final Candidate Announced</b>	City	June 25, 2019
<b>Last Day to Object to RFP or Evaluation Process</b>	Proposer	July 1, 2019
<b>Contract Award (City Council approval)</b>	City	July 9, 2019

## B. RFP Distribution

A prospective Transportation Provider may receive this RFP by mail, e-mail, in person or online at <http://glendaleca.gov/government/city-departments/community-services-parks>. Distribution of the RFP in no way represents the City's acceptance of a Transportation Provider's qualifications, reputation, or ability to perform the Services.

## C. Mandatory Proposer Conference

A mandatory Proposer Conference will be held on May 29, 2019, at 10:00 a.m., at the Pacific Community Center, 501 S. Pacific Ave. Glendale, CA 91204.

**Attendance at this conference is *mandatory*. If a Proposer is unable to attend, a representative must be present. Failure to do so may result in rejection of a Proposal.** Attendees or their representatives will be required to sign-in at the conference. Check in at the front desk. The meeting will be in the Sycamore room.

The purpose of this conference is to ensure that Proposers have adequate information to respond fully and comprehensively to the City's requirements. During the conference, City staff will discuss with prospective Proposers the Services to be performed and answer questions arising from Proposers' initial review of this RFP. Before the conference takes place, Proposers should review the RFP thoroughly and should be familiar with its content, as well as the City's functional and technical requirements.

## D. Proposal Deadline and Proposal Submission

The City must receive the Proposal ***on or before 5:00 p.m., June 7, 2019. A Proposal received after this date and time will be considered non-responsive and the City will return the Proposal, unopened.***

A Proposal must be submitted on the attached Proposal Form package. ***Oral, telephonic, facsimile, telegraphic, or electronically transmitted Proposals are invalid and the City will not accept or consider them.*** Proposer must submit four (4) printed Proposal documents [one (1) original and three (3) copies] in a sealed, clearly labeled envelope (or box). A Proposal may be delivered by mail or in-person.

The Proposal must be clearly marked "**Bus Transportation Services for Community Services & Parks**" and addressed to:

City of Glendale  
Community Services & Parks Department  
Attention: Sevag Garabetian  
613 E. Broadway, Room 120  
Glendale, CA 91206

## E. Interim Inquiries and Responses; Interpretation or Correction of RFP

If a Proposer has any question about this RFP, or the scope of work— or if a Proposer finds any error, inconsistency, or ambiguity in the RFP— the Proposer must make a "Request for Clarification" before submitting its Proposal.

The Proposer must submit a Request for Clarification to: Sevag Garabetian via email at [sgarabetian@glendaleca.gov](mailto:sgarabetian@glendaleca.gov). **Subject email should read: "Bus RFP 2019/2020". The City must receive the Request for Clarification on or before 5:00 p.m., May 31, 2019.**

If necessary, the City will make clarifications, interpretations, corrections, or changes to the RFP in writing by issuing Addenda, as described in Section F (below). A Proposer must not rely upon, and the City is not bound by, purported clarifications, interpretations, corrections, or changes to the RFP that are made verbally or in a manner other than a written advisory from the City.

## **F. Addenda**

The City will issue Addenda in writing only. The City will make reasonable efforts to deliver Addenda to all Proposers whom the City knows have received the RFP and have provided a street address, fax, or e-mail for receipt of Addenda. The City cannot guarantee that all Proposers will receive all Addenda.

Proposers may also inspect the Addenda at Community Services & Parks Department Administration, during its business hours, Monday - Friday 9:00 a.m. - 5:00 p.m. This RFP is also on file there.

At any time before the "Proposal Deadline" (Section D of this RFP), the City may issue Addenda withdrawing the RFP or postponing the Proposal Deadline. However, if any Addenda results in a material change to this RFP, the City will extend the Proposal Deadline by not less than seventy-two (72) hours.

The City will treat transmittal of Addenda to potential Transportation Providers *by U.S. mail, fax, or e-mail* as sufficient notice of the changes made by the City.

## **III. General Requirements and Instructions**

### **A. Examination of Documents**

Before submitting an RFP response, each Transportation Provider must:

- Make all necessary investigations, examine documents, and understand the Scope of Services (**EXHIBIT 1**).
- Be able to furnish the City with valid insurance forms (including insurance certificates and additional insured endorsements) in compliance with the Insurance Requirements described in **EXHIBIT 2**.
- Thoroughly examine the RFP. A thorough review of this RFP is critical to obtaining an in-depth understanding of the requirements of this RFP.

### **B. Proposer's Representations in the Response**

By submitting a Proposal, a Proposer represents that:

- The RFP is sufficient in scope and detail to indicate and convey reasonable understanding of all requirements, terms, and conditions for performance of the work required in this Project;

- The Proposer has exercised all necessary due diligence in making investigations and inquiries, examining documents, and inspecting City sites and facilities for this Project;
- The Proposer is fully familiar with— and has fully considered— all facts, conditions, circumstances, and matters that may affect, in any way, the Proposer’s services or costs;
- The Proposal is an irrevocable offer for a period of at least ninety (90) calendar days following City’s opening of all Proposals; and
- The Proposer is, and will be, in compliance with the RFP’s requirements, terms, and conditions.

### **C. Withdrawal, Cancellation, or Modification of a Proposal**

***Before*** the Proposal Deadline, a Proposer may withdraw and then modify a Proposal, by giving written notice, signed by the Proposer. A withdrawal request must be addressed as follows and delivered to:

City of Glendale  
 Community Services & Parks Department  
 Attention: Sevag Garabetian  
 613 E. Broadway, Room 120  
 Glendale, CA 91206

For a withdrawal to become effective, the City must receive the Proposer’s request for withdrawal before the Proposal Deadline. The City will not accept or consider a Proposer’s verbal request for modification or withdrawal of a Proposal.

If a Proposer withdraws its Proposal, the withdrawal will not prejudice the Proposer’s right to submit a new Proposal, if the new Proposal is submitted: (a) in accordance with the RFP’s requirements, and (b) before the Proposal Deadline.

***After*** the Proposal Deadline, a Proposer must not withdraw, cancel, or modify its Proposal for a period of at least ninety (90) calendar days following the Proposals’ opening on ***June 11, 2019*** subject to the exception described in the next paragraph below. The City may extend the 90 day period upon the City’s written request and upon the affected Proposers’ written approval.

***The City may allow a Proposer to withdraw or cancel a Proposal after the opening of the Proposals, if the Proposer establishes, to the City’s satisfaction, that all of the following circumstances exist:***

1. The Proposer made a mistake in its Proposal;
2. Within five (5) days after the Proposal’s opening, the City receives from the Proposer written notice of the mistake and the notice specifies in detail how the mistake occurred;
3. The mistake made the Proposal materially different from what the Proposer had intended it to be; and
4. The mistake was made in filling out the Proposal and was not due to error in judgment, or carelessness in reading the RFP.

## D. Proposal Preparation Expenses

Expenses for developing the RFP response are entirely the responsibility of the Proposer and are not chargeable to the City in any manner. The City is not liable for any pre-contractual expenses, which are defined as expenses incurred by Proposer in:

- Preparing its Proposal in response to this RFP.
- Negotiating with the City any matter related to the Proposal.
- Any other expense incurred by Proposer prior to the date of award of the Contract for this RFP.

## IV. Proposal Content and Format

### A. Using the Attached Proposal Forms

“Proposal Forms” (PF - Page 1 to Page 36) are attached to this RFP. A Proposer must submit its Proposal only on those forms. With its Proposal, the Proposer must submit various attachments (e.g., resumes, narratives, vehicle maintenance plans, and further explanations) that this RFP and the Proposal Forms describe.

The Proposer must fill in the blanks on the Proposal Forms, using a typewriter or printing legibly in ink. When answering the Proposal Forms’ questions, the Proposer must furnish pertinent and relevant information rather than merely provide promotional facts or materials. The Proposer must respond to the Proposal Forms’ questions with all applicable information, in order for the City to consider the Proposal as “responsive.”

***If a Proposer fails to provide the information that the forms require, fails to return all of the forms, or fails to submit the required attachments, the City may treat the Proposal as “non-responsive.”***

The Proposer must place initials next to all interlineations, alterations, and erasures on the Proposal Forms.

***The Proposer must not modify or qualify the Proposal Forms in any manner. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it informal and may cause its rejection.***

### **Bus Transportation Rates**

Using the Proposal Forms (PF - Page 23 through Page 29), a Proposer must provide its “Fee Schedule” which covers the total price per typical trip, additional hourly rate, and any cancellation fees for three (3) different bus types:

- 1) 16 to 22 adult passengers (charter bus or school bus).
- 2) 22 to 60 youth and adult passengers (charter bus or school bus).
- 3) 45 to 79 youth and adult passengers (school bus).

## **Additional Documents that Must Accompany a Proposal**

With the Proposal Forms, a Proposer must submit the following *attachments*:

- Resume and a Narrative about the Company. (See: PF - Page 20);
- Vehicle Preventative Maintenance Plan (See: PF - Page 21);
- A copy of the following documentation, for each CHP bus inspection conducted after January 1, 2016 (See: Exhibit 1. Section 3.1C):
  - CHP Form 343 – Safety Compliance Report/Terminal Record Update, or
  - CHP Form 343A – Vehicle/Equipment Inspection Report Motor Carrier Safety Operations;
- If applicable, mechanical maintenance requirements in Proposer’s contract with a subcontractor (See: PF - Page 21);
- Employment qualifications/requirements and hiring criteria for listed employees (See: PF - Page 30); and
- Insurance Requirements Affidavit (See: PF - Page 31).
- Proposal Bond (See: Exhibit 2)

### **B. Identifying Proprietary Information; Public Records Act**

A Proposer must identify and list all copyrighted material, trade secrets, or other proprietary information (“protectable documents”) that the Proposer included in its Proposal which Proposer believes should be exempt from disclosure under California’s Public Records Act, Government Code Section 6250, et seq. (See: PF - Page 34).

By listing the documents, the Proposer agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, and representatives from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the City’s refusal to disclose the protectable documents to any party making a request for those items.

***The City will treat any Proposer, who fails to identify documents that the Proposer believes should be exempt from disclosure, as having waived its right to an exemption from disclosure, as the Public Records Act provides.***

All Proposals and other material submitted become the property of the City and may be returned only at the City’s option. The City reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the Proposal does not affect this right.

### **C. Proposal Signature(s)**

The person or persons legally authorized to bind the Proposer to the RFP must sign the Proposal in ink. The individuals signing the Proposal must represent that they are authorized to bind the Proposer’s legal entity.

- A corporation must execute the Proposal by its duly authorized officer(s) in accordance with its corporate bylaws.

- A partnership must execute the Proposal by all of its partners. After each signature, each partner must list a residential address or the firm’s address, either of which must include the state, zip code, and telephone number.
- If the Proposer is a joint venture consisting of a combination of any of the above entities, each entity in the joint venture must sign the Proposal.
- An individual signing a Proposal as an agent of another or others must attach to the Proposal evidence of that person’s legal authority to sign on behalf of another or others.

## V. Method of Selection

All Proposals received on time will be opened on **June 11, 2019**. Proposals will first be reviewed to ensure compliance with the terms of this RFP. Non-compliant or non-responsive Proposals may be rejected. The City will then evaluate the Proposals in accordance with the criteria listed below.

### A. Basis for Award and Evaluation Criteria

Each Proposer’s submission will be evaluated and scored on the criteria listed below. Each criterion has a maximum allowable point.

<u>Category</u>	<u>Points</u>
• Cost per trip (Most common Types A & B)	45
• Availability of Vehicles (Fleet Size)	20
• Preventative Maintenance Plan	15
• Qualifications of personnel and management	5
• Prior experience	5
• Partnerships with other carriers	5
• <u>References</u>	<u>5</u>
<b>MAXIMUM TOTAL POINTS</b>	<b>100</b>

***The City may investigate the qualifications of any Transportation Provider under consideration, require confirmation of information furnished by the Proposer, and require additional information or evidence of qualifications to provide the Service described in this RFP.***

### B. Selecting a Transportation Provider

A panel comprised of City representatives— selected by the Parks Director— will evaluate each RFP submission, will select up to three (3) finalists for possible interviews, and will submit recommendations to the Parks Director. The Parks Director will submit a recommendation to the City Council, which may select a Proposer.

***The City Council must approve an award of a Contract to the successful Proposer and no rights or obligations begin under an award until the approval is secured and a Contract has been duly signed by all parties.***

Once selected, the successful Proposer must enter into a written Agreement with the City within fourteen (14) calendar days following Proposer's receiving the City's Notice of Award.

### **C. City's Reservation of Rights**

This RFP and the proposal evaluation process do not:

- Obligate the City to accept or select any Proposal;
- Constitute an agreement by the City that it will actually enter into any contract with any Proposer.

When it best serves the City's interests, the City may do any one or more of the following:

- Reject any Proposal or all Proposals at its sole discretion.
- Extend the deadline for accepting Proposals.
- Accelerate the pace of the RFP process if only one or a handful of Proposals are received.
- Waive any or all information, defects, irregularities, or informalities in a Proposal.
- Accept amendments to Proposals after the Proposal Deadline.
- Amend, revise, or change the RFP's evaluation or selection criteria.
- Cancel, withdraw, amend, revise, change, or negotiate the terms of this RFP.
- Reissue a Request for Proposals.
- Conduct oral interviews.
- Visit Transportation Provider's facilities or business.
- Examine financial records of Transportation Provider to the extent necessary to ensure financial stability.
- Make a partial award.
- Negotiate with one or more Transportation Providers.
- Award contracts to one or more Transportation Providers.
- Require a best and final offer from one or more Transportation Providers.
- Provide its own services for bus transportation, or contract directly— without an RFP or bids— for those services.

## **VI. Award of Contract**

Within ninety (90) calendar days after the City opens all Proposals, if the City Council selects a Proposal, the City will give the selected Proposer a "Notice of Intent to Award Contract" that will specify the "start date" for performing the Contract's services.

Once selected, the successful Proposer must enter into a written Agreement with the City within fourteen (14) calendar days following Proposer's receiving the City's "Notice of Intent to Award Contract." The RFP, or any part of it, and the Proposer's responses, will be incorporated into and made a part of the Contract.

Before any services can commence, the selected Proposer will be required to execute the Contract, which is **a standard form of agreement**. To facilitate the Project's smooth and timely implementation, Proposers responding to this RFP must review all the terms and conditions of the Contract, including, but not limited to, provisions relating to insurance, indemnity, and termination.

The City's policy is that the Contract be accepted as is. By submitting a Proposal to the City in response to this RFP, each Proposer is deemed to have provided its approval to the Contract, accepting it without qualification. If a Proposer seeks limited modification of the Contract, then in the Proposal a Proposer must identify the proposed changes.

***However, changes or qualifications to the Contract may be weighed in the evaluation of the Proposal and may cause rejection of the proposal as non-responsive, in City's determination.***

The City reserves the right to further negotiate the terms and conditions of the Contract. The Proposer whom the City Council selects must cooperate with the City in good faith to negotiate, sign, and deliver the final Contract. The City will draft the Contract and may require the selected Proposer to attend one or more Contract negotiation conferences to discuss possible:

- Revisions to the Contract's service-related terms, conditions, requirements, specifications, or minimum performance standards, other than the insurance and the indemnity provisions; and
- Additions to the Contract, by the parties' mutual agreement, or as a City Ordinance or Resolution, the City's Charter or Municipal Code, or any other law may require.

At any time, and for any reason, if contract negotiations with the selected Proposer fail to progress, to the City's reasonable satisfaction, the City reserves the right to not only end negotiations with the selected Proposer, but also cancel the award and reject the Proposal. At its discretion, the City may then: reopen the proposal process; choose from among the remaining, if any, qualified Proposers; reissue the RFP; negotiate directly with any firm for services; or choose not to contract for services.

Within fourteen (14) calendar days after the City issues the Notice of Intent to Award Contract, or within any extension that the City may allow, the selected Proposer must submit to the City all of the following items:

- Three (3) originals of the Contract, properly signed by the Proposer.
- Insurance certificates and additional insured endorsements that fully conform to the Contract's requirements.

After the City receives the signed Contracts, insurance documents and Performance Bond, the City Attorney's office will review the Contract and Performance Bond. Additionally, the City Attorney's office or the City's Risk and Insurance Services Manager will review the required insurance. If the selected Proposer has not changed any terms of the Contract, and if the insurance and bond conform to the Contract's requirements, the City will sign the Contract and return an original of the Contract to the Proposer.

## VII. Letter of Objection; Procedures

A Proposer, who believes that any part of this RFP is discriminatory against the Proposer or precludes the Proposer from being given reasonable consideration in the procurement process, must submit a letter, clearly stating the specific objections, the areas of concern, and a proposed method for resolving the objections. The Proposer, or the person who is duly authorized to represent the Proposer, must sign the correspondence. The City must receive the letter of objection **on or before 2:00 p.m., July 1, 2019**. The City will not consider any verbal objection. The letter of objection must be addressed as follows and delivered to:

City of Glendale  
Community Services & Parks Department  
Attention: Sevag Garabetian  
613 E. Broadway, Room 120  
Glendale, CA 91206

Upon the City's timely receipt of the objection letter, the City will review the Proposer's contention(s). If the City decides that the RFP— whether in whole or in part— needs revision, the City will prepare Addenda, as described in Section IIF of this RFP.

# **EXHIBIT 1 - Scope of Services and Minimum Performance Standards**

## **1.0. STATEMENT OF WORK AND SCHEDULE**

**1.1.** During the time of the Services, CONTRACTOR shall furnish one or more multi-passenger vehicle (school bus, or charter bus, or both) that appropriately corresponds to the type (children, or adults, or both) and number of passengers for which CITY's request is being submitted.

**1.2.** Parks Department's Program Supervisors will call to schedule reservations for bus services, at a minimum of seven (7) days in advance of the date needed.

**1.3.** For programs and unique occasions, CITY may request multiple buses, up to six (6), to transport large number of program participants to a destination and return, and CONTRACTOR shall provide the requested amount of buses.

**1.4.** The driver(s) and vehicle(s) must arrive ten (10) minutes before the specified time, without additional charge to the City, at the specified location(s). Pickup and drop-off of program participants must be made at the site or location that CITY has designated, unless CONTRACTOR immediately:

- (A) Notifies CITY of a situation or circumstance preventing or interfering with the specified site or location; and
- (B) Obtains CITY's approval of an alternate site or location.

**1.5.** The driver(s) and vehicle(s) must transport passengers as directed by CITY, wait, and return as directed by CITY. In some cases, CITY may allow a vehicle to leave after discharge of passengers and may allow another vehicle to pick up passengers for the return leg home, as is specified in Type D below. CITY may request this type of service when no suitable parking location will be or is available for the bus or buses at the destination location.

Contract must provide the following types of bus services:

- 1) Type A (Single point pick-up and return) – Pick up at a location, transport to a destination, return passengers to initial pick up site.
- 2) Type B (Multiple point pick-up and return) – Pick up at a location, pick up at additional location, transport to a destination, return passengers to initial pick up sites.
- 3) Type C (Combination of Type A and B) – This is the use of multiple vehicles simultaneously.
- 4) Type D – One bus does the pick-up and drop off at a destination and another bus performs the return.

**1.6.** At a minimum, CONTRACTOR shall provide an hourly rate with a minimum five (5) hour use of a bus and an additional cost per hour. The most common type of service requested by CITY staff will be Type B, for up to seventy nine (79) passengers.

**1.7.** If CONTRACTOR is booked on the day(s) and time(s) of CITY's request, CONTRACTOR shall provide CITY with transportation services through a Subcontractor or partner company, who must arrive on time at the scheduled location, at the same rates listed in the Agreement's Fee Schedule (Exhibit F-1 through F-4). The Subcontractor or partner company must meet the requirements and minimum performance standards listed in the Agreement.

## **2.0. MINIMUM EQUIPMENT REQUIREMENTS**

**2.1.** CONTRACTOR shall have a fleet of buses to accommodate two-hundred forty (240) people at any one given time, of which at least:

- (A) One (1) bus (charter or school) must be Americans with Disabilities Act (ADA) accessible; ***and***
- (B) One (1) charter bus must accommodate up to 22 people; ***and***
- (C) One (1) charter bus must accommodate up to 60 people.

**2.2.** CONTRACTOR shall transport:

- (A) The maximum number of passengers with the least amount of vehicles for each reservation; and
- (B) The expected number of passengers with the least amount of vehicles, of which the maximum capacity of each vehicle is not greater than 125% of the number of passengers expected to be transported.

**2.3.** Buses that CONTRACTOR uses to perform the Agreement's Services must meet the following requirements:

- (A) Charter buses and school buses must:
  - (1) Be new or have a manufacturer's date of January 1, 2005, or later; and
  - (2) Have working communication equipment to use in case of emergencies;
- (B) School buses must have operative windows (slide on a track in either, upward, downward, or left/right direction) or air conditioning that is in working order; and
- (C) Charter buses must have air conditioning that is in working order.

### **3.0. MAINTENANCE REQUIREMENTS**

**3.1.** At its expense and while the Agreement is in effect, CONTRACTOR shall operate and maintain buses:

- (A) According to:
  - (1) All applicable laws and safety regulations, including Federal Motor Vehicle Safety Standards (FMVSS), and California's regulations and standards for school and charter buses; and
  - (2) The bus manufacturer's specifications;
- (B) In good mechanical order at all times; and
- (C) That have passed all applicable safety inspections, including a California Highway Patrol (CHP): Basic Inspection of Terminals (BIT); School Bus Inspection and Certification; Youth Bus and School Pupil Activity Bus Inspection and Certification, and Tour Bus Inspection.

**3.2.** While the Agreement is in effect, if a bus, or any equipment on it, or both, fail at any time to comply, in whole or in part, with applicable laws, specifications, regulations, or the Agreement:

- (A) CONTRACTOR shall replace the noncompliant or deficient vehicle, or equipment, or both, without expense to CITY and without claims for adjustment per day, or per trip, compensation; and
- (B) CITY may require CONTRACTOR to pay to CITY liquidated damages (in the form of a Credit)— which is described in Paragraph 5.6 of the Agreement (Exhibit 5)— for late service, no service, or a bus that is not clean.

**3.3.** A bus's interior must be kept in a clean, neat, sanitary condition, free from trash and debris, and must be open to examination by CITY at all times.

**3.4.** Standby buses must be maintained in good working condition, and must be available in sufficient numbers and placed into service if a bus regularly transporting program participants is inoperative.

**3.5.** Before CONTRACTOR dispatches a bus to CITY, drivers shall carefully inspect the bus for defects, and CONTRACTOR shall remedy any defects before using that vehicle for a CITY assignment. CONTRACTOR shall keep records of those inspections in accordance with federal and state laws and regulations.

**3.6.** While the Agreement is in effect, if a change in a law or a regulation requires— or if a governmental or manufacturer directive or order requires— CONTRACTOR to modify or repair CONTRACTOR's buses, or to install equipment or parts on them, or to do both, CONTRACTOR shall perform the modification, installation, or repair at CONTRACTOR's own expense, and within the time period, if any, imposed by the law, regulation, directive, or order.

**3.7.** At its sole expense, CONTRACTOR shall pay all expenses pertaining to operating, maintaining, and repairing the buses, including, but not limited to: their storage, cleaning, and washing; vehicle filters, fuels, oils, grease, antifreeze, batteries, tires, electronics, engines, transmissions, radiators, and communication equipment.

#### **4.0. EQUIPMENT OWNERSHIP REQUIREMENT**

**4.1.** CONTRACTOR shall own all buses or vehicles that CONTRACTOR places in operation under the Agreement.

**4.2.** If CONTRACTOR cannot dispatch or place in service a CONTRACTOR-owned bus that meets the Agreement's requirements, CONTRACTOR shall provide a bus or buses through a Subcontractor who meets the Agreement's requirements and minimum performance standards. The Subcontractor must have:

- (A) Received CITY's prior written approval to provide one or more buses and drivers, before CONTRACTOR dispatches or places Subcontractor's bus or buses in service; and
- (B) On file with CITY, current, valid insurance certificates and endorsements— fully meeting the Insurance Requirements set forth in Exhibit G-1 to G-5 of the Agreement— that CITY had approved.

#### **5.0. PERSONNEL REQUIREMENTS**

**5.1.** Except as the Agreement provides, CONTRACTOR shall have sole responsibility for all recruiting, screening, testing, selecting, training, scheduling, supervising, compensating, promoting, disciplining, terminating, and performing all other functions related to CONTRACTOR's personnel, as necessary, to carry out CONTRACTOR's obligations under the Agreement.

**5.2.** CONTRACTOR shall employ, provide, and maintain:

- (A) An adequate number of personnel to carry out the Agreement's obligations;
- (B) Personnel who:
  - (1) Are competent and qualified, and have sufficient skill and experience, to provide the Agreement's Services;
  - (2) Meet all applicable qualifications, licensure, and certifications established by (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures;
  - (3) Are subject to CONTRACTOR's direct supervision at all times; and

- (4) Provide the highest levels of customer service and courtesy, when interacting with the program participants they transport; and
- (C) Competent, courteous, and professional management according to industry standards and practices.

**5.3.** At any time, if CITY determines that CONTRACTOR is employing an insufficient number of personnel, or is using personnel who are subject to disqualification— as described in Paragraph 5.7 below— CONTRACTOR shall hire additional personnel or replace the disqualified personnel, at CONTRACTOR’s expense, as CITY determines is reasonably necessary for CONTRACTOR to render the Agreement’s Services.

**5.4.** CONTRACTOR shall fully comply with all (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures governing its personnel, including, but not limited to:

- (A) California Government Code Section 8355 for providing a drug-free workplace:
  - (1) CONTRACTOR certifies that it is in full compliance with that law’s provisions.
  - (2) At any time, upon CITY’s request, CONTRACTOR shall furnish the Parks Director or a designee with documents or other records as evidence of CONTRACTOR’s compliance with this law.
- (B) The Immigration Reform and Control Act of 1986 (Public Law 99-603; 8 U.S.C. Section 1324a) for hiring, employing, and verifying the status of aliens and other persons:
  - (1) CONTRACTOR shall obtain from its personnel documentation of employment eligibility status, and CONTRACTOR shall retain that documentation for the time period that the law requires.
  - (2) CONTRACTOR certifies that all its personnel performing the Agreement’s Services meet all laws for citizenship or alien status requirements.
  - (3) At any time, upon CITY’s request, CONTRACTOR shall furnish the Parks Director or a designee with documents or other records establishing CONTRACTOR’s personnel’s eligibility status.
- (C) California Code of Regulations, Title 8, Section 3203, Injury and Illness Prevention Program (“IIPP”), or any other procedures for implementing personnel safety:
  - (1) For its personnel, CONTRACTOR shall:
    - (a) Furnish required safety equipment, garments, and devices; and
    - (b) Adopt and use practices, means, methods, operations, and procedures that are reasonably necessary to protect the life, safety, and health of its personnel.

- (2) CONTRACTOR certifies that it is in full compliance with IIPP regulations or is lawfully exempt from those regulations' provisions.
  - (3) At any time, upon CITY's request, CONTRACTOR shall furnish the Parks Director or a designee with CONTRACTOR's written policy manual for its personnel's safety, and all documents or other records as evidence of CONTRACTOR's IIPP compliance with or exemption from this law.
- (D) Affirmative action, anti-discrimination, equal employment, and business opportunity:
- (1) Titles VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000d, 2000e, *et seq.*).
  - (2) The Civil Rights Acts of 1866 and 1871 (42 U.S.C. Sections 1981 and 1983).
  - (3) The Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101, *et seq.*).
  - (4) California's Fair Employment and Housing Act (California Government Code Section 12900 *et seq.*).
  - (5) CONTRACTOR certifies that it is in full compliance with these laws' provisions.
  - (6) At any time, upon CITY's request, CONTRACTOR shall furnish the Parks Director or a designee with CONTRACTOR's written employment and hiring practices and procedures, and all documents or other records as evidence of CONTRACTOR's compliance with these laws.
- 5.5.** CONTRACTOR shall maintain a current list with the names, titles, and qualifications of personnel who provide the Agreement's Services. At any time, upon CITY's request, CONTRACTOR shall furnish that list to the Parks Director or a designee.
- 5.6.** At CONTRACTOR's expense, all bus drivers who perform the Agreement's Services must undergo Live Scan electronic fingerprinting for California Department of Justice (CalDOJ) and Federal (FBI) level criminal history record checks. If CITY performs the fingerprinting for CONTRACTOR's personnel, CONTRACTOR shall pay CITY's cost for this service. The background check must be completed and CONTRACTOR must know the results before CONTRACTOR dispatches a bus driver to CITY. Upon the Park Director's or a designee's request, CONTRACTOR must promptly furnish CITY with a bus driver's criminal history record check.
- 5.7.** For the Agreement's Services, CONTRACTOR shall not use, dispatch, or place in service personnel who:
- (A) Are required to register as a sex offender under California Penal Code Section 290;
  - (B) Have been convicted of any one or more of the following offense within the last

ten (10) years:

(1) California Health & Safety Code Section:

(a) 11350 to 11391 (Possession, use, and sale of controlled substances);

(2) California Vehicle Code Section:

(a) 10851 to 10855 (Theft or unlawful taking of vehicle or vehicle parts);

(C) Have been convicted of any one or more of the following offenses within the last seven (7) years:

(1) California Vehicle Code Section:

(a) 14601.3 (Habitual traffic offender);

(b) 14601.4 (Causing bodily injury to another while driving with license suspended or revoked);

(c) 14601.5 (Driving with knowledge of suspension, revocation, or restriction of driving privilege);

(d) 20001 (Duty to stop at scene of injury accident);

(e) 20003 (Duty of driver upon injury or death);

(f) 20004 (Duty of driver to report accident upon death);

(g) 23104 (Reckless driving, bodily injury, prior conviction);

(h) 23153 (Driving under the influence);

(2) California Penal Code Section:

(a) 118 (Perjury);

(b) 192 (Voluntary, involuntary, and vehicular manslaughter);

(c) 241 to 245.5 (Assault and battery);

(d) 529.5 (Deceptive appearance of government-issued identification cards and drivers' licenses);

(e) 529.7 (Falsely obtaining or assisting others in obtaining official documents issued by the DMV);

- (f) 530.5 (Unauthorized use of personal identifying information to obtain credit, goods, services, or medical information in another person's name);
  - (g) 530.6 (Unlawful use of personal identifying information by another); or
  - (3) A felony listed in California's Penal Code, including any felony charged as a misdemeanor under Penal Code Section 17(b)(4);
- (D) Have been convicted of any one or more of the following offenses within the last three (3) years:
- (1) California Penal Code Section:
    - (a) 537e (Removal or alteration of manufacturer's serial or identification mark); or
  - (2) California Vehicle Code Section:
    - (a) 31 (False information to peace officer);
    - (b) 10501 (False report of theft);
    - (c) 10750 (Altering or changing vehicle numbers);
    - (d) 10751 (Unlawful use or possession of manufacturer serial or identification numbers);
    - (e) 10752 (Possession or sale of manufacturer's or governmental serial numbers);
    - (f) 10801 (Ownership or operation of chop shop);
    - (g) 10802 (Alteration, destruction, forgery, or removal of vehicle identification numbers);
    - (h) 10803 (Possession, purchase, sale, or transfer of motor vehicle or parts that have been altered or defaced);
    - (i) 12500 (Unlawful to drive without valid license);
    - (j) 14601 (Driving when privileges suspended or revoked for certain offenses);
    - (k) 14601.1 (Driving when privileges suspended or revoked for other reasons);

- (l) 14601.2 (Driving when privileges suspended or revoked for driving under the influence);
- (m) 20002 (Duty of driver after accident when property is damaged);
- (n) 22350 (Basic speed law);
- (o) 23103 (Reckless driving);
- (p) 23104 (Reckless driving, bodily injury, prior conviction);
- (q) 23109 (Speed contests);
- (r) 23152 (Driving under the influence); or

(E) Have been convicted of one or more other criminal offenses that, in CITY's reasonable determination, may:

- (1) Disqualify the person from operating a vehicle under California or federal law;
- (2) Impede, hinder, frustrate, delay, or affect the Agreement's performance; or
- (3) Increase CITY's liability, risk, or exposure.

**5.8.** Before beginning the next work shift for CONTRACTOR, CONTRACTOR's personnel shall report to CONTRACTOR an arrest or criminal conviction for an offense specified in Paragraph 5.7 (A) through (D) above.

**5.9.** CONTRACTOR shall not permit or allow personnel who will perform the Agreement's Services to come in contact with program participants, if the individual is ineligible or otherwise disqualified under Paragraph 5.7 above. CONTRACTOR may retain the ineligible or disqualified individual and use that person for services other than those that CONTRACTOR provides to CITY under the Agreement.

**5.10.** Additionally, while the Agreement is in effect, if CITY discovers or receives information that a person whom CONTRACTOR hires, employs, or uses for the Agreement's Services is ineligible, disqualified, or otherwise unsuitable, the Parks Director or a designee may take any one or more of the following actions:

- (A) Conduct a thorough background investigation of that person. The background check may include, but is not limited to: credit history, civil judgments, and criminal convictions. CONTRACTOR shall pay CITY's costs of investigation; or
- (B) Require CONTRACTOR to not use, dispatch, or place in service that person for the Services that CONTRACTOR provides to CITY under the Agreement, based on CITY's reasonable determination that the person:

- (1) Increases CITY's liability, risk, or exposure;
- (2) Is injurious or harmful to CITY's business, operation, reputation, or public image;
- (3) Is prone to impair the public's confidence in CITY;
- (4) Fails to comply with one or more of the Agreement's terms or conditions; or
- (5) Impedes, hinders, frustrates, delays, or affects the Agreement's performance.

5.11. CITY reserves the right to request a specific bus driver, whom— through CITY's prior experience— CITY prefers, and CONTRACTOR shall dispatch and place in service that bus driver.

## 6.0. ADDITIONAL REQUIREMENTS

6.1. CONTRACTOR's drivers shall not permit:

- (A) More passengers to occupy buses than there are seats available, or the overcrowding of the vehicle in any manner whatsoever; and
- (B) Any passenger to stand up in the vehicles while the vehicle is motion.

6.2. CONTRACTOR's driver for each bus shall supervise the bus's loading and unloading of passengers at all pickup and delivery points.

6.3. CONTRACTOR shall not allow any person— other than program participants, supervisors, bus company employees, authorized CITY personnel, and drivers in training— to ride the bus without the Park Director's or a designee's consent.

6.4. **CONTRACTOR shall establish a system or a set of procedures to ensure that its bus drivers check their vehicles for sleeping children or adults, and personal belongings left behind by passengers, before leaving the final drop-off site and at the end of the driver's shift.**

6.5. The trip chaperon (CITY staff) and the bus driver must work in unison on any bus trip. However, when a safety or driving-related issue is concerned, the bus driver has the final authority and ultimate responsibility.

6.6. When a passenger causes a disturbance or an undesirable situation on a bus, CONTRACTOR's driver shall submit to the driver's supervisor a written report, describing the incident, and, if possible, identifying the passenger by name. The supervisor shall forward the report to CITY within 24 hours from the date of the incident.

6.7. If a vehicular or pedestrian accident occurs, or property damage occurs (collectively, "incident")— while CONTRACTOR, or its driver, mechanic, or other personnel is

performing the Agreement's Services— CONTRACTOR shall:

- (A) First, notify the Glendale Police Department, California Highway Patrol, or law enforcement agency having jurisdiction over the location of the incident; and
- (B) Second, notify CITY of the incident. Within twenty-four (24) hours after the incident had occurred, CONTRACTOR shall furnish a written report about the incident to CITY.

**6.8.** CONTRACTOR shall notify CITY in writing of any change in CONTRACTOR's legal form of ownership of its business or control of its business, or both, before the change takes place. If ownership or control of CONTRACTOR changes while the Agreement is in effect, CITY may cancel or terminate the Agreement if CITY views the change to not be in CITY's best interest.

## **EXHIBIT 2 – Proposal Bond Requirements and Forms**

1. At its expense, each Proposer must obtain and submit with its Proposal a “Proposal Bond” (“bond”) or a Cashier’s Check (“check”) drawn on a solvent bank, payable to the City of Glendale, for an amount equal to Ten Thousand Dollars (\$10,000.00).
2. The bond or check will serve as a guarantee on the part of the Proposer that if the City awards the Proposer a Contract, the Proposer will accept and enter into the Contract and will provide the insurance, bonds, and other required forms or documents within fourteen (14) calendar days after the City’s Notice of Award of the Contract.
3. For the bond, the Proposer and surety company must use the City’s form, entitled “Proposal Bond” (next page).
4. The surety company underwriting the bond:
  - A. Must be a California admitted surety company (as defined by California Code of Civil Procedure Sections 995.120 and 995.311), with a minimum A.M. Best Company Financial strength rating of “A:VII” or better;
  - B. Must have an authorized agent with an office in California;
  - C. Must attach a power of attorney, authorizing the person to sign the bond on the surety company’s behalf (“designated representative”);
  - D. Must submit all documents enumerated in California Code of Civil Procedure Section 995.660, if the surety company is not identified in the U.S. Department of the Treasury’s most current “Listing of Approved Sureties” (Department Circular 570). If all required documents accompany the bond and the documents contain the requisite information, the admitted surety company will be deemed accepted or approved as surety on the bond unless specifically rejected by the City; and
  - E. Is subject to the City Attorney’s review and approval.
5. The successful Proposer and the surety company must sign the bond.
6. A Notary Public must acknowledge the signatures of the successful Proposer and the surety’s designated representative.
7. The City may reject a Proposal if:
  - A. The Proposer or its surety has altered or modified the Proposal Bond form;
  - B. The Proposal Bond form is missing information;
  - C. The signatures on the Proposal Bond form are not notarized; or
  - D. The surety representative’s power of attorney is not attached.
8. The City will return the bond or the check that the selected Proposer furnished, within fourteen (14) calendar days after the selected Proposer has signed and delivered the Contract and all required insurance, bond, and other forms.
9. Within one-hundred-twenty (120) calendar days after the City opens all Proposals, if the City has not received a signed Contract from the selected Proposer and all required insurance, bond, and other forms, or if the City has not selected any Proposal, then the City will return the bond or the check of all non-selected Proposers, within fourteen (14) calendar days following expiration of the 120-day period.

PROPOSAL BOND

Bond No.: \_\_\_\_\_
Premium Amount: \$ \_\_\_\_\_
Bond's Effective Date: \_\_\_\_\_

RECITALS:

- 1. The City of Glendale, California ("City"), has issued a Request for Proposals ("RFP") for Bus Transportation Services ("Project").
2. In response to the RFP, (Name and Address of Proposer) ("Principal"), has submitted to City the accompanying Proposal, dated \_\_\_\_\_, 20 \_\_\_\_\_, ("Proposal") to furnish and perform the Services set forth in the RFP;
3. Principal is required to furnish a form of security with the Proposal; and
4. City's RFP— including all Addenda, amendments, and supplements— and Principal's Proposal are made a part of this Bond by this reference.

AGREEMENT:

THEREFORE, for value received, We, Principal and

(Name, address, and telephone of Surety)

("Surety"),

a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of Ten Thousand Dollars (\$10,000.00) ("the Bonded Sum"), in lawful money of the United States of America.

The California Licensed Resident Agent for Surety is:

(Name, address, and telephone)

Registered Agent's California Department of Insurance License No. \_\_\_\_\_.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if: (1) Principal does not (a) withdraw its Proposal for the period specified in the RFP, or— if no period is specified— for one hundred twenty (120) calendar days after the Proposal Deadline, or within the time period to which City and Principal agreed, or (b) attempt to withdraw its Proposal when the RFP's requirements are not met; or (2) City awards Principal the Contract in response to Principal's Proposal, and within the time and manner specified by the RFP or— if no period is specified— within fourteen (14) calendar days after the Contract's award, Principal (a) signs and delivers to City the Contract, in accordance with the Proposal as accepted, and (b) Principal provides City with the insurance, Performance Bond/Payment Bond, and other required forms or documents, then this obligation becomes null and void. Otherwise, this Bond remains in full force and effect, and the following terms and conditions apply to this Bond:

- 1. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing that upon City's awarding the Contract to Principal, the Principal will enter into the Contract with City.
2. No right of action accrues on this Bond to any entity other than City or its successors and assigns.
3. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay— in addition to the Bonded Sum— City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
4. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.
5. Surety hereby waives any notice of an agreement between City and Principal to extend the time in which City may accept the Proposal.

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

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

**PRINCIPAL:**

**SURETY:**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Name)

Its: \_\_\_\_\_  
(Title)

Its: \_\_\_\_\_  
(Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- 
- EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.
  - THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.
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### EXHIBIT 3 – Performance Bond Requirements and Form

1. At its expense, the successful Proposer must obtain and furnish a Performance Bond, using the form attached to the RFP. In light of current surety industry underwriting practices of writing a bond for a one year period, the successful Proposer shall furnish the Performance Bond on an annual basis, in an amount equal to:
  - \$95,000 for the first year of the Contract (September 1, 2019 to August 31, 2020).
  - \$100,000 for the second year of the Contract (September 1, 2020 to August 31, 2021).
  - \$105,000 for the third year of the Contract (September 1, 2021 to August 31, 2022).
2. The successful Proposer shall promptly submit to the City a duly executed extension, renewal, or replacement bond, for the City's review and approval, at least sixty (60) days before the anniversary of the Effective Date of the Contract. The successful Proposer's timely submission of the annual Performance Bond is a condition to City's obligation to make payments to the successful Proposer.
2. The attached Performance Bond form must be used without alteration. No substitution of the form will be permitted without the City's prior written approval.
3. The surety company underwriting the bond:
  - A. Must be a California admitted surety company (as defined by California Code of Civil Procedure Sections 995.120 and 995.311), with a minimum A.M. Best Company Financial strength rating of "A:VII" or better;
  - B. Must have an authorized agent with an office in California;
  - C. Must attach a power of attorney, authorizing the person to sign the bond on the surety company's behalf ("designated representative");
  - D. Must submit all documents enumerated in California Code of Civil Procedure Section 995.660, if the surety company is not identified in the U.S. Department of the Treasury's most current "Listing of Approved Sureties" (Department Circular 570). If all required documents accompany the bond and the documents contain the requisite information, the admitted surety company will be deemed accepted or approved as surety on the bond unless specifically rejected by the City; and
  - E. Is subject to the City Attorney's review and approval.
4. The successful Proposer and the surety company must sign the bond.
5. A Notary Public must acknowledge the signature of the successful Proposer and the surety's designated representative.
6. The City will not sign the Contract nor issue the Notice to Proceed until the City receives and approves the Performance Bond.
7. While the Contract is in effect, if a surety, in the City's opinion, is or becomes non-responsible or otherwise unacceptable to the City, the City may require other new or additional sureties, which the successful Proposer shall furnish to the City's satisfaction within ten (10) days after the notification date listed in the City's notice. If the Successful Proposer refuses or fails to furnish new or additional sureties, the City may immediately invoke any one or more of the remedies listed under the Contract, or allowed by law, or both, including the remedy— as provided in the Performance Bond— of purchasing the materials, or obtaining the Services, or doing both, from another contractor, person, entity, or organization.
8. The City's decision as to the acceptability of any surety and the bond are final.

PERFORMANCE BOND

Bond No.: \_\_\_\_\_
Premium Amount: \$ \_\_\_\_\_
Bond's Effective Date: \_\_\_\_\_

RECITALS:

1. The City of Glendale, California ("City"), has awarded to

(Name, address, and telephone of Contractor)

\_\_\_\_\_ ("Principal"),
a Contract (the "Contract") for the Services described as follows:

Bus Transportation Services in Glendale, CA.

- 2. Principal is required under the terms of the Contract...
3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond...

OBLIGATION:

THEREFORE, for value received, We, Principal and

(Name, address, and telephone of Surety)

\_\_\_\_\_ ("Surety"),

a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("the Bonded Sum"), this amount comprising not less than the total Contract Sum, in lawful money of the United States of America.

The California Licensed Resident Agent for Surety is:

(Name, address, and telephone)

Registered Agent's California Department of Insurance License No. \_\_\_\_\_.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if Principal promptly and faithfully performs the undertakings, terms, covenants, conditions, and agreements in the Contract and Contract Documents...

- 1. This Bond specifically guarantees Principal's performance of each obligation...
2. For those obligations of Principal that survive Final Completion of the Services...
3. When City declares that Principal is in default under the Contract...
4. An alteration, modification, change, addition, deletion, omission, agreement, or supplement...
5. Surety's obligations under this Bond are separate, independent from...
6. No right of action accrues on this Bond to any entity other than City or its successors and assigns.

- 7. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay— in addition to the Bonded Sum— City's reasonable attorneys' fees and litigation costs, in an amount the court fixes. Principal and Surety agree that this Bond is not a part of the Contract, this Bond is a separate obligation of the Principal and its Surety, and any attorneys' fee provision contained in this Bond does not apply to the Contract. If any litigation occurs between the parties arising from the breach of the Contract, each party will bear its own attorneys' fees in the litigation.
- 8. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

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

PRINCIPAL:

SURETY:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Name)

Its: \_\_\_\_\_  
(Title)

Its: \_\_\_\_\_  
(Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



- THIS BOND MUST BE EXECUTED IN TRIPPLICATE.
- EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.
- THE PRINCIPAL'S AND ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.
- A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.

APPROVED AS TO SURETY AND  
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By \_\_\_\_\_  
Director of Community Services & Parks

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

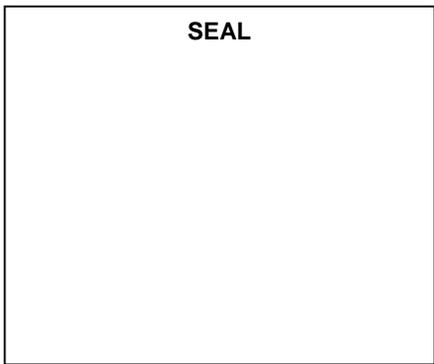
BOND ACKNOWLEDGMENT  
FOR  
ATTORNEY-IN-FACT

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me, \_\_\_\_\_(name), a Notary Public for said County, personally  
appeared \_\_\_\_\_(name), who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of  
\_\_\_\_\_, and acknowledged to me that he/she subscribed the name of  
thereto as principal, and his/her own name as attorney in fact.

\_\_\_\_\_  
Notary Public



## **EXHIBIT 4 – Insurance Requirements**

The insurance requirements for the Services under this RFP are described on the next 8 pages (40 to 47) of this RFP.

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**INSURANCE REQUIREMENTS**  
*BUS TRANSPORTATION SERVICES AGREEMENT*

**“WORKERS’ COMPENSATION” INSURANCE**

1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— for the duration of the Agreement:

- (A) Complete Workers’ Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and
- (B) Employer’s Liability insurance in an amount not less than:
  - (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
  - (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
  - (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

1.2 CONTRACTOR shall provide CITY with a “*certificate of insurance*” and a subrogation endorsement, “*Waiver of Our Right to Recover From Others*”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, the Agreement’s workers’ compensation insurance requirements.

1.3 CITY shall not be liable to CONTRACTOR’s personnel, or anyone CONTRACTOR directly or indirectly employs or uses, for a claim at law or in equity arising out of CONTRACTOR’s failure to comply with the Agreement’s workers’ compensation insurance requirements.

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**INSURANCE REQUIREMENTS**  
**BUS TRANSPORTATION SERVICES AGREEMENT**

**“COMMERCIAL GENERAL LIABILITY” OR “BUSINESSOWNERS LIABILITY” INSURANCE**

**1.1** At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— a “Commercial General Liability” or a “Businessowners Liability” insurance policy on an occurrence basis to fully protect CONTRACTOR and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives (collectively, “CITY AND ITS REPRESENTATIVES”) as additional insureds.

**1.2** Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to CONTRACTOR. If CONTRACTOR has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

- (A) TEN MILLION DOLLARS (\$10,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;
- (B) TEN MILLION DOLLARS (\$10,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;
- (C) TEN MILLION DOLLARS (\$10,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage;
- (D) THREE MILLION DOLLARS (\$3,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for sexual abuse or molestation to any one person; and
- (E) TEN MILLION DOLLARS (\$10,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.

**1.3** The liability insurance must include all major divisions of coverage and must cover:

- (A) Premises Operations (including Explosion, Collapse, and Underground [“X,C,U”] coverages as applicable);
- (B) Independent Contractors’ Protective Liability;
- (C) Products and Completed Operations (maintain same limits as above until five (5) years after: recordation of the Notice of Completion or final close-out of the Agreement);
- (D) Personal and Advertising Injury (with Employer’s Liability Exclusion deleted);
- (E) Contractual Liability;
- (F) Broad Form Property Damage; and
- (G) Sexual Abuse or Molestation Liability (including coverage for: (i) physical, emotional, psychological injury or harm of a person; and (ii) negligent employment, supervision, investigation, reporting or failing to report to proper authorities, or retention of an employee, agent, representative, volunteer, Subcontractor, or person whose actual, alleged, attempted, or threatened behavior, conduct, or verbal or nonverbal communication— whether or not intentional— results in physical, emotional, psychological injury or harm of a person or persons).

**1.4** CONTRACTOR shall provide CITY with a “certificate of insurance” and an “additional insured endorsement”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

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**INSURANCE REQUIREMENTS**  
*BUS TRANSPORTATION SERVICES AGREEMENT*

**“BUSINESS AUTOMOBILE” LIABILITY INSURANCE**

1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— a “Business Automobile” insurance policy on an occurrence basis to fully protect CONTRACTOR and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as additional insureds.

1.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

- (A) FIVE MILLION DOLLARS (\$5,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
- (B) FIVE MILLION DOLLARS (\$5,000,000) per occurrence for property damage; or
- (C) TEN MILLION DOLLARS (\$10,000,000) combined single limit (“CSL”).

1.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.

1.4 CONTRACTOR shall provide CITY with a “*certificate of insurance*” and an “*additional insured endorsement*”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

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**INSURANCE REQUIREMENTS**  
*BUS TRANSPORTATION SERVICES AGREEMENT*

**GENERAL REQUIREMENTS**

**1.1** At all times, the insurance company issuing the policy must meet all three of these requirements:

- (A) It must be “admitted” insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance’s “List of Approved Surplus Line Insurers” (“LASLI”);
- (B) It must be domiciled within, and organized under the laws of, a State of the United States; and
- (C) It must carry a minimum A.M. Best Company Financial Strength Rating of “A:VII,” or better.

**1.2** If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, CONTRACTOR shall submit to CITY— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages’ continuation.

**1.3** A deductible or self-insured retention is subject to CITY’s review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

- (A) The amount of the deductible, or self-insured retention, or both;
- (B) Whether a limit of insurance has been lowered by any pending or paid claim; and
- (C) The current limit amount, as lowered by the pending or paid claim.

**1.4** Despite any conflicting or contrary provision in CONTRACTOR’s insurance policy:

- (A) If CONTRACTOR’s insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, “its representatives”) as additional insureds, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:
  - (1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and
  - (2) Defend— and pay the costs of defending— CITY, or its representatives, or both;
- (B) CONTRACTOR’s insurance is primary;
- (C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONTRACTOR’s insurance;
- (D) CITY’s insurance, or self-insurance, or both, will not contribute with CONTRACTOR’s insurance policy;
- (E) CONTRACTOR and CONTRACTOR’s insurance company waive— and shall not exercise— any right of recovery or subrogation that CONTRACTOR or the insurer may have against CITY, or its representatives, or both;
- (F) CONTRACTOR’s insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company’s limits of liability;
- (G) CONTRACTOR’s insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and
- (H) CITY is not liable for a premium payment or another expense under CONTRACTOR’s policy.

**1.5** At any time during the duration of the Agreement, CITY may do any one or more of the following:

- (A) Review the Agreement's insurance coverage requirements; or
- (B) Require that CONTRACTOR:
  - (1) Obtain, pay for, and maintain more or less insurance depending on CITY's assessment of any one or more of the following factors:
    - (a) CITY's risk of liability or exposure arising out of, or in any way connected with, the services of CONTRACTOR under the Agreement;
    - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of CONTRACTOR under the Agreement; or
    - (c) The availability, or affordability, or both, of increased liability insurance coverage;
  - (2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or
  - (3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suit arising out of the Agreement.

**1.6** CONTRACTOR shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONTRACTOR must maintain after the Final Payment.

**1.7** CONTRACTOR's insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

**1.8** CONTRACTOR shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONTRACTOR shall deliver to CITY evidence of the required coverage as proof that CONTRACTOR's insurance policy has been renewed or replaced with another insurance policy which, during the duration of the Agreement, meets all of the Agreement's insurance requirements.

**1.9** At any time, upon CITY's request, CONTRACTOR shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONTRACTOR's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.

**1.10** If CONTRACTOR hires, employs, or uses a Subcontractor to perform work, services, operations, or activities on CONTRACTOR's behalf, CONTRACTOR shall ensure that the Subcontractor:

- (A) Meets, and fully complies with, the Agreement's insurance requirements;
- (B) Delivers to CITY— for its review, or approval, or both— all insurance policies, certificates, and endorsements that the Agreement requires; and
- (C) Furnishes CITY, at any time upon its request, with a complete copy of the Subcontractor's insurance policy or policies for CITY's review, or approval, or both.

**1.11** CONTRACTOR's failure to comply with an insurance provision in the Agreement constitutes a breach upon which CITY may immediately terminate or suspend CONTRACTOR's performance of the Agreement, or invoke another remedy that the Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONTRACTOR.

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**INSURANCE REQUIREMENTS**  
***BUS TRANSPORTATION SERVICES AGREEMENT***

**CONTRACTOR'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS**

1.1 CONTRACTOR shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONTRACTOR signs and delivers the Agreement to CITY, CONTRACTOR also shall deliver:

- (A) A "certificate of insurance" for each required liability insurance coverage;
- (B) An additional insured endorsement for Commercial General Liability coverage or Businessowners Liability coverage and Automobile Liability coverage, unless the Agreement does not require CONTRACTOR to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;
- (C) A "certificate of insurance" for Workers' Compensation insurance; or  
If CONTRACTOR is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California; or  
If CONTRACTOR is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form;
- (D) A subrogation endorsement, "Waiver of Our Right to Recover From Others," for Workers' Compensation coverage; and
- (E) A complete copy of CONTRACTOR's Professional Liability insurance policy, including all forms and endorsements attached to it.

1.2 CITY will neither sign the Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved the insurance documents. CITY's decision as to the acceptability of all insurance documents is final. Unless CONTRACTOR obtains CITY's written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

**INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION**

2.1 The Agreement's insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions in the Agreement; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in the Agreement.

## EXHIBIT 5 – Sample Contract

The proposed Contract is set forth below. ***THIS IS A DRAFT VERSION OF THE CONTRACT.*** The City reserves the right to revise this proposed Contract, including its service-related terms, conditions, requirements, specifications, or minimum performance standards. ***THE FINAL VERSION MAY CONTAIN NEW OR DIFFERENT TERMS.***

CONTRACT No. \_\_\_\_\_

### BUS TRANSPORTATION SERVICES AGREEMENT

BETWEEN THE CITY OF GLENDALE  
AND

\_\_\_\_\_

**THIS BUS TRANSPORTATION SERVICES AGREEMENT** (“Agreement”) is made and entered into as of September \_\_\_\_\_, 2019 (the “Effective Date”), between the City of Glendale (“CITY”), a municipal corporation, and \_\_\_\_\_ (“CONTRACTOR”), a [(Name of State) corporation/ partnership/ limited partnership/ limited liability company/ a sole proprietor/ individual] (collectively, “PARTIES” or individually, “PARTY”).

### RECITALS

A. CITY is a public entity organized and existing under its Charter and the State of California’s Constitution.

B. CITY seeks the services of a qualified and experienced firm to provide bus transportation services (“Services”) to destinations inside and outside the City of Glendale, as requested by CITY’s Community Services & Parks Department (“Parks Department”), for children and adults taking part in Parks Department programs (“program participants”)— including Summer Camps, Glendale Youth Alliance, Senior Excursions, Trails and Open Space Programs, and the One Glendale After School Youth Sports Program.

C. On \_\_\_\_\_, 2019, CITY issued a “Request for Proposals” for Bus Transportation Services (“RFP”)— which is attached as “Exhibit A” and is fully incorporated into this Agreement by this reference— describing CITY’s need for these services, and setting forth qualifications, conditions, requirements, and minimum performance standards for those services.

D. On \_\_\_\_\_, 2019, CONTRACTOR submitted a Proposal (“CONTRACTOR’s Proposal”), which is attached as “Exhibit B” and is fully incorporated into this Agreement by this reference.

E. On \_\_\_\_\_, 2019, the Glendale City Council adopted a Motion (“Glendale City Council Motion”)— which is attached as “Exhibit C” and is fully incorporated into this Agreement by this reference— accepting CONTRACTOR’s Proposal and awarding CONTRACTOR the right to perform the Services on CITY’s behalf, subject to the terms and conditions of this Agreement.

F. On \_\_\_\_\_, 2019, CITY mailed CONTRACTOR a “Notice of Award of Contract,” which is attached as “Exhibit D” and is fully incorporated into this Agreement by this reference.

G. CONTRACTOR represents that CONTRACTOR is, and will continue to be for this Agreement’s duration, a [(Name of State) corporation/ partnership/ limited partnership/ limited liability

company/ a sole proprietor/ individual] in good standing [which] [who] engages persons and entities who are duly registered or licensed as necessary to perform the Services in the State of California.

H. CONTRACTOR possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement's Services in a professional, competent, and safe manner.

I. CONTRACTOR desires to furnish and perform the Services for CITY on the terms and conditions described in this Agreement. CONTRACTOR has the legal authority to provide, engage in, and carry out the Services set forth in this Agreement.

## **AGREEMENT**

**THEREFORE**, CITY engages CONTRACTOR's services, and in consideration of the PARTIES' mutual promises, the PARTIES agree as follows:

### **1.0 INCORPORATION OF RECITALS**

1.1. The Recitals constitute the factual basis upon which CITY and CONTRACTOR have entered into this Agreement. CITY and CONTRACTOR acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

### **2.0. TERM**

#### **2.1. Initial term.**

(A) This Agreement is for a period of three (3) years ("initial term"), beginning on September 1, 2019 ("starting date"), and ending on August 31, 2022 ("ending date"), unless:

- (1) Either PARTY, at any time, elects to end this Agreement for any reason, by giving the other PARTY written notice at least sixty (60) days before the intended termination date; or
- (2) The Agreement is terminated sooner according to the terms elsewhere in this document.

#### **2.2. Renewal term.**

(A) Before the initial term's ending date, CITY will have the option of renewing this Agreement, one (1) additional time— in 2022— for a period of two (2) years ("renewal term"). Exercise of the renewal option will be at the sole discretion of the Director of Community Services & Parks ("Parks Director") and will require the written approval of the City Manager. Upon renewal, this Agreement may be subject to new or additional terms and conditions.

(B) At least sixty (60) days before the initial term's ending date, CITY will give written notice to CONTRACTOR, advising CONTRACTOR whether CITY has elected to renew this Agreement. Otherwise, without further notice, this Agreement will end on the ending date specified in Paragraph 2.1(A).

### 3.0. SERVICES BY CONTRACTOR

3.1. **Scope of Services.** In compliance with all terms and conditions of this Agreement, CONTRACTOR shall perform the Services described in the “Scope of Services and Minimum Performance Standards” (“Scope of Services”) which is attached as “Exhibit E” and is incorporated in this Agreement by this reference.

3.2. **Written Authorization.** CONTRACTOR shall not make changes in the Scope of Services or perform any additional work, without first obtaining written authorization from CITY. If CONTRACTOR provides additional services without written authorization, or if CONTRACTOR exceeds the Maximum Cost in Paragraph 5.3 of this Agreement, CONTRACTOR proceeds at CONTRACTOR’s own risk and without payment. CONTRACTOR hereby acknowledges that it accepts the risk that the Services listed in the Scope of Services may be more costly or time consuming than CONTRACTOR anticipates and that CONTRACTOR is not entitled to additional compensation.

3.3. **Schedule of Performance.** CONTRACTOR shall:

(A) Commence the Services this Agreement requires upon Park Department’s Program Supervisor’s calling or e-mailing to reserve a bus; and

(B) Perform all Services within the Term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and the direction that CITY has communicated to CONTRACTOR.

3.4. **Compliance with Law.** CONTRACTOR represents and certifies that its Services and buses conform to all applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures.

3.5. **Licenses, Permits, Fees, Taxes, and Assessments.**

(A) At all times while CONTRACTOR performs the Services, CONTRACTOR and CONTRACTOR’s personnel shall possess current, valid, and active applicable license(s), permit(s), certificate(s), and approval(s) (collectively, “authorizations”)— from all federal, state, and local agencies (including the California Public Utilities Commission, California Highway Patrol, and California Department of Motor Vehicles)— for providing the Services.

(B) At its sole cost and expense, CONTRACTOR shall pay for:

- (1) Obtaining, renewing, and keeping the authorizations valid, current, and active; and
- (2) All fees, sums, assessments, taxes, penalties, and interest imposed by law, or arising from or are necessary for, CONTRACTOR’s performing this Agreement’s Services. CONTRACTOR shall indemnify, defend, and hold harmless CITY against a fee, sum, assessment, tax, penalty, or interest levied, assessed, or imposed against CITY for which CONTRACTOR is responsible under this Agreement.

3.6. **Standard of Care.** During this Agreement’s Term:

(A) CONTRACTOR and its Subcontractors, employees, and agents (collectively, “CONTRACTOR PARTIES”) represent and certify that CONTRACTOR PARTIES have the expertise and qualifications to complete the Services and that every individual charged with performing the Services has sufficient skills and experience— and is duly licensed or certified, to the extent that such licensing or certification is required by law— to perform the Services. CITY expressly relies on CONTRACTOR’s representations regarding its skills, knowledge, and certifications.

(B) CONTRACTOR PARTIES shall perform the Services in accordance with the highest professional standards and practices of the industry and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONTRACTOR PARTIES' trade or profession currently practicing in California. All vehicles and equipment will be of good quality, and fit for the purposes intended.

(C) CONTRACTOR PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the Services, including without limitation: site conditions; existing facilities; geographic and climatic conditions; applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and all other contingencies or considerations. By executing this Agreement, CONTRACTOR PARTIES represent and certify that CONTRACTOR PARTIES:

- (1) Have thoroughly investigated and considered the Scope of Services to be performed;
- (2) Have carefully considered how the Services should be performed; and
- (3) Fully understand the conditions, limitations, restrictions, requirements, and considerations attending performance of the Services under this Agreement.

(D) Data, calculations, opinions, reports, investigations, or any other information or documents that CITY provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by CITY.

(E) When the Scope of Services requires or permits CITY's review, approval, conditional approval, or disapproval, CONTRACTOR acknowledges that CITY's review, approval, conditional approval, or disapproval:

- (1) Is solely for the purposes of administering this Agreement and determining whether CONTRACTOR is entitled to payment for its Services;
- (2) Is not to be construed as a waiver of any breach, or acceptance by CITY, of any responsibility— professional or otherwise— for the Services or CONTRACTOR's work;
- (3) Does not relieve CONTRACTOR of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and
- (4) Does not relieve CONTRACTOR from liability for damages arising out of CONTRACTOR's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(F) Without additional compensation to CONTRACTOR and at no cost to CITY, CONTRACTOR shall correct or revise all errors, mistakes, or deficiencies in its Services, work, work product, studies, reports, or other services.

**3.7. Force Majeure.** If an event or condition constituting a "force majeure"— including, but not limited to, an act of God, civil unrest, epidemic, or natural disaster— prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under

Paragraph 12.1 of this Agreement, of the obligation. A delay beyond a PARTY's control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Agreement. The PARTIES shall prepare and sign an appropriate document acknowledging any extension of time under this Paragraph. Under this Agreement, a labor dispute is not considered Force Majeure.

#### **4.0. COORDINATION OF WORK**

**4.1. Project Management.** Each PARTY shall appoint a Project Manager. The Project Managers shall meet as needed to coordinate, review, and ensure CONTRACTOR's performance under this Agreement. CITY's Project Manager will oversee the administration of CONTRACTOR's tasks under this Agreement, and will designate CITY Program Supervisors who are authorized to request the Services with a phone call or e-mail.

**4.2. Key Personnel.** CONTRACTOR's project team shall work under the direction of the following Key Personnel: **IDENTIFY CONTRACTOR's KEY PERSONNEL AND TITLE**. CONTRACTOR represents that its Key Personnel are authorized to not only act on its behalf regarding the Services, but also make all decisions about the Services. CONTRACTOR expressly acknowledges that the Key Personnel's experience, knowledge, capability, and reputation were a substantial inducement for CITY to enter into this Agreement. Therefore, while this Agreement is in effect, the Key Personnel shall direct all activities of CONTRACTOR and shall devote sufficient time to personally supervise the Services. CONTRACTOR shall minimize changes to its Key Personnel. CITY may request Key Personnel changes, and CITY may review and approve Key Personnel changes proposed by CONTRACTOR. CITY will not unreasonably withhold approval of Key Personnel assignments and changes.

**4.3. Use of Agents or Assistants.** With CITY's prior written approval, CONTRACTOR may employ, engage, or retain the services of persons or entities ("Subcontractors") that CONTRACTOR may deem proper to aid or assist in the proper performance of CONTRACTOR's duties. All terms and conditions of this Agreement fully apply to Subcontractors. CITY is an intended beneficiary of all work that the Subcontractors perform for purposes of establishing a duty of care between the Subcontractors and CITY. CONTRACTOR is as responsible for the performance of its Subcontractors as it would be if it had rendered the Services itself. All costs of the tasks performed or the expenses incurred by the Subcontractors are chargeable directly to CONTRACTOR. Nothing in this Agreement constitutes or creates a contractual relationship between CITY and anyone other than CONTRACTOR.

#### **4.4. Independent Contractor.**

(A) CONTRACTOR understands and acknowledges that CONTRACTOR is an independent CONTRACTOR, not an employee, partner, agent, or principal of CITY. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONTRACTOR is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for CONTRACTOR and for CONTRACTOR's employees and Subcontractors. CONTRACTOR has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom CONTRACTOR uses in performing the Services under this Agreement. CONTRACTOR shall provide the Services in CONTRACTOR's own manner and method, except as this Agreement specifies. CONTRACTOR shall treat a provision in this Agreement that may appear either to give CITY the right to direct

CONTRACTOR as to the details of doing the Services, or to exercise a measure of control over the Services, as giving CONTRACTOR direction only as to the Services' end result.

(B) CONTRACTOR shall indemnify, defend (including CONTRACTOR's providing and paying for legal counsel for CITY), and hold harmless CITY for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that CITY may be required to make on behalf of CONTRACTOR, an employee of CONTRACTOR, or any employee of CONTRACTOR construed to be an employee of CITY, for the Services performed under this Agreement.

**4.5. Non-Discrimination in Employment.** CONTRACTOR shall not discriminate against any employee, program participant, or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

**4.6. Disability Access Laws.** CONTRACTOR represents and certifies that the vehicles and equipment which CONTRACTOR uses, the Services which CONTRACTOR performs, and the work product, studies, reports, designs, drawings, and specifications which CONTRACTOR prepares under this Agreement fully conform to all applicable disability access, use, and design laws, regulations, and standards— including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations— when the Scope of Services requires or calls for compliance with those laws, regulations, or standards.

**4.7. Prevailing Wage Laws.** Services by persons deemed to be employees of CONTRACTOR possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. CONTRACTOR's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONTRACTOR, at its expense, shall indemnify, defend (including CONTRACTOR's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

**4.8. Workers' Compensation.** CONTRACTOR understands and acknowledges that all persons furnishing services to CITY under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONTRACTOR and not of CITY. In performing the Services or the work under this Agreement, CONTRACTOR is liable for providing workers' compensation benefits to CONTRACTOR's employees, or anyone whom CONTRACTOR directly or indirectly hires, employs, or uses. CITY is not responsible for any claims at law or in equity caused by CONTRACTOR's failure to comply with this Paragraph.

**4.9. Damage to Public or Private Property.** At its sole expense, CONTRACTOR shall repair in kind, or pay for, as CITY directs, any damage to or destruction of public or private property, facilities, streets, or structures arising out of CONTRACTOR's use, occupation, operation, or activities in, upon, under, or over any portion of them. CITY may decline to approve, and may withhold, payment, in whole or in part, to CONTRACTOR for its Services to the extent as may be necessary to protect CITY from loss or losses arising out of CONTRACTOR's damaging or destroying public or private property, facilities, streets, or structures.

## **5.0. COMPENSATION**

**5.1.** Subject to one or more Credit deductions that are described in Paragraphs 5.6(A) through (F) of this Agreement, CITY shall pay for the Services that CONTRACTOR performs in accordance with this Agreement at the rate(s) specified in CONTRACTOR's "Fee Schedule," which is attached as "Exhibit F" to this Agreement and is incorporated into it by this reference. Except as itemized in the Fee Schedule, CONTRACTOR shall pay for all expenses, including reimbursable or out-of-pocket expenses, that CONTRACTOR incurs in performing the Services. The Fee Schedule will remain in effect for the Agreement's initial term.

**5.2.** If CITY requires additional work not included in this Agreement, CONTRACTOR and CITY shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

**5.3. Maximum Cost.** CONTRACTOR expressly acknowledges that the total cost of Services as set forth in "Exhibit F" for the Term of this Agreement must not exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_). ("Maximum Cost").

**5.4. Taxes.** CONTRACTOR shall pay all applicable (federal, state, county, local, CITY) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONTRACTOR's Services under this Agreement. CONTRACTOR shall indemnify, defend, and hold harmless CITY against a fee, sum, assessment, tax, penalty, or interest levied, assessed, or imposed against CITY for which CONTRACTOR is responsible under this Agreement.

**5.5. Invoices.** CONTRACTOR shall submit an original, itemized invoice to CITY for approval, before receiving compensation. CONTRACTOR shall submit the invoice at no more than monthly intervals. All invoices must include a summary of total costs, description of the Services performed, dates of the Services performed, hours of Services performed, hourly rate for the Services, and type of transportation provided for the Services. CONTRACTOR shall submit invoices in one of the following two ways:

(A) Option 1: CONTRACTOR shall submit the invoices *electronically* via [www.glendaleca.gov](http://www.glendaleca.gov). CONTRACTOR shall prepare the invoices in PDF format, and shall submit only one (1) invoice per PDF file. Submitting multiple invoices in a single PDF file will cause a delay in payment.

(B) Option 2: CONTRACTOR shall submit the invoices *by mail* to the following address:

City of Glendale  
Attn: Accounts Payable  
141 N. Glendale Ave, Suite #346  
Glendale, CA 91206

### **5.6. Liquidated Damages - Credits.**

(A) At its option, CITY may impose liquidated damages— in the form of Credits— in addition to any other remedies that CITY may have under the law or this Agreement. CONTRACTOR understands and acknowledges that:

- (1) If CONTRACTOR fails— either partially, fully, temporarily or otherwise— to perform, fulfill, or meet this Agreement's requirements and minimum

performance standards, program participants suffer as they are unable to timely reach their destination, whether it is a field trip or sports game; customer service and public assistance become less dependable; and CITY incurs costs and expenses— such as having to obtain the Services from another transportation provider. These consequences are difficult or impractical to determine on this Agreement’s Effective Date. Under these circumstances, CITY and CONTRACTOR have set sums— listed under Subparagraph (C) below— which represent a fair and reasonable estimate of the costs that CITY may incur when CONTRACTOR’s Services fall below this Agreement’s requirements or minimum performance standards; and

- (2) Upon CITY’s notification to CONTRACTOR that CONTRACTOR’s performance of the Services failed to meet this Agreement’s requirements or minimum performance standards, and upon CITY’s demand, CONTRACTOR shall pay as liquidated damages, and not as a penalty, the sum(s) listed in Subparagraph (C) below— by CONTRACTOR’s deducting the sum(s) from, and applying them as Credit(s) to, CONTRACTOR’s next monthly invoice— when one or more of the situations, as described in Subparagraph (B) below, have occurred. CITY shall not require a Credit for an event that constitutes a Force Majeure, as set forth in Paragraph 3.7. CITY shall reasonably determine if and to what extent, a Force Majeure event excuses CONTRACTOR’s obligation to pay liquidated damages.

(B) CITY shall assess liquidated damages on a “per occurrence” basis; that is, for *each instance* when any one or more of the following situations occur:

- (1) A bus arrives to the pickup location after the scheduled pickup time;
- (2) A bus fails to show up; or
- (3) A bus is not in a clean, neat, or sanitary condition.

(C) While this Agreement is in effect, the following liquidated damage (Credit) Schedule is in effect:

	<b><i>Credit Amount on CITY’s Invoice or on Any Payment Due or Owing CONTRACTOR</i></b>			
<b><i>Offense Type (Yearly - September 1 - August 31)</i></b>	<b><i>1<sup>st</sup> Offense</i></b>	<b><i>2<sup>nd</sup> Offense</i></b>	<b><i>3<sup>rd</sup> Offense</i></b>	<b><i>4<sup>th</sup> Offense (and each occurrence after the 4<sup>th</sup>)</i></b>
<i>0-15 Minutes Late</i>	<i>No Charge</i>	<i>15% of invoice</i>	<i>30% of invoice</i>	<i>50% of invoice</i>
<i>16-30 Minutes Late</i>	<i>15% of invoice</i>	<i>30% of invoice</i>	<i>50% of invoice</i>	<i>70% of invoice</i>
<i>31+ Minutes Late</i>	<i>30% of invoice</i>	<i>50% of invoice</i>	<i>70% of invoice</i>	<i>90% of invoice</i>
<i>Bus Doesn’t Show Up</i>	<i>125% of invoice</i>	<i>CITY may end Contract &amp; Proceed under Performance Bond</i>	<i>CITY may end Contract &amp; Proceed under Performance Bond</i>	<i>CITY may end Contract &amp; Proceed under Performance Bond</i>
<i>Bus not clean</i>	<i>No Charge</i>	<i>10% of invoice</i>	<i>20% of invoice</i>	<i>30% of invoice</i>

(D) When CITY determines that CONTRACTOR did not perform, fulfill, or meet a requirement or minimum performance standard:

- (1) CITY shall give CONTRACTOR written notice (“Notice of Noncompliance with a Contract Requirement or Minimum Performance Standard”), identifying:
  - (a) The notice’s issuance date;
  - (b) The requirement or minimum performance standard that CONTRACTOR did not perform, fulfill, or meet;
  - (c) The date and approximate time that CONTRACTOR did not perform, fulfill, or meet the requirement or minimum performance standard; and
  - (d) The conduct, act, or facts comprising the noncompliance.
- (2) Within seven (7) days after the notice’s issuance date, CONTRACTOR may submit to the Parks Director a written request for reconsideration of CITY’s decision to impose the liquidated damages (Credit).
- (3) The Parks Director or a designee shall review the request and, in a written decision, shall either uphold the decision to impose the liquidated damages (Credit) or reverse the decision. The decision by the Parks Director, or the Parks Director’s designee, is final, is nonappealable, and binds CONTRACTOR.

(E) CONTRACTOR shall not charge any program participant the liquidated damages assessment that CONTRACTOR incurs; or

(F) If CONTRACTOR accumulates five (5) or more occurrences within a twelve (12) month period, commencing on this Agreement’s initial term’s starting date, and recommencing each successive twelve (12) month interval following the end of the first twelve (12) month interval (or as applicable, commencing on the renewal term’s starting date and recommencing each successive twelve (12) month interval following the end of the first twelve (12) month interval), or if CONTRACTOR fails to deduct the liquidated damages assessment (Credit) when due and owing, either event constitutes Default under Paragraph 12.1 and a breach of this Agreement, upon which CITY may immediately invoke a remedy listed under Paragraph 12.3, or allowed by law, or both.

## **6.0. AUDIT BY CITY**

**6.1.** While this Agreement is in effect and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, CONTRACTOR shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONTRACTOR’s performance of this Agreement; and

(B) Permit CITY or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONTRACTOR’s performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for the Services CONTRACTOR has performed or will perform under this Agreement.

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## 7.0. DATA, RECORDS, PROPRIETARY RIGHTS

7.1. **Copies of Data.** CONTRACTOR shall provide CITY with copies or originals of all data that CONTRACTOR generates, uses, collects, or stores in relation to all Services associated with this Agreement. Data that CONTRACTOR generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by CITY.

### 7.2. **Ownership and Use.**

(A) Unless CITY states otherwise in writing, each document— including, but not limited to, each report, draft, record, drawing, or specification (collectively, “work product”)— that CONTRACTOR prepares, reproduces, or causes its preparation or reproduction for this Agreement is CITY’s exclusive property.

(B) CONTRACTOR acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Services. CONTRACTOR makes no representation of the work product’s application to, or suitability for use in, circumstances not contemplated by the Scope of Services.

### 7.3. **Intellectual Property.**

(A) If CONTRACTOR uses or incorporates patented, trademarked, or copyrighted work, ideas, or products— in whole or in part— into CONTRACTOR’s work product, CONTRACTOR represents that:

- (1) CONTRACTOR holds the patent, trademark, or copyright to the work, idea, or product; or
- (2) CONTRACTOR is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

(B) Unless CITY states otherwise in writing, all proprietary rights or intellectual property rights, including copyrights, that arise from creation of the work under this Agreement vest in CITY. CONTRACTOR waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of CITY.

(C) CONTRACTOR shall indemnify, defend (including CONTRACTOR’s providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

7.4. **Confidentiality.** CONTRACTOR shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of CONTRACTOR’s Scope of Services. Without CITY’s prior written authorization, CONTRACTOR shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, reports, or other information relating to the Services or the work that CITY assigns to CONTRACTOR or to which CONTRACTOR has access.

### 7.5. **California Public Records Act.**

(A) CONTRACTOR acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 6250 *et seq.*), including its exemptions.

CONTRACTOR acknowledges that CITY has no obligation to notify CONTRACTOR when a request for records is received.

(B) CONTRACTOR shall identify in advance all records, or portions of them, that CONTRACTOR believes are exempt from production under the Public Records Act.

(C) If CONTRACTOR claims a privilege against public disclosure or otherwise objects to the records' disclosure, then:

- (1) CONTRACTOR may, when notified by CITY of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or
- (2) CITY may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

(D) If CONTRACTOR fails to identify one or more protectable documents, in CITY's sole discretion, and without its being in breach of this Agreement or its incurring liability to CONTRACTOR, CITY may produce the records— in whole, in part, or redacted— or may decline to produce them.

(E) CONTRACTOR shall indemnify, defend (including CONTRACTOR's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging CITY's refusal to publicly disclose one or more records that CONTRACTOR identifies as protectable, or asserts is protectable.

## **8.0. CONFLICT OF INTEREST; CAMPAIGN CONTRIBUTIONS**

**8.1. Conflict of Interest.** CONTRACTOR represents and certifies that:

(A) CONTRACTOR's personnel are not currently officers, agents, employees, representatives, or elected officials of CITY;

(B) CONTRACTOR will not employ or hire a CITY officer, agent, employee, representative, or elected official during this Agreement's Term;

(C) CITY's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement's Term, CONTRACTOR will inform CITY about any possible conflict of interest that may arise as a result of any change in circumstances.

**8.2. Campaign Contributions.**

(A) CONTRACTOR and its Subcontractors shall fully comply with Glendale Municipal Code Section 1.10.060, which places limitations on CONTRACTOR's and its Subcontractors' ability to make campaign contributions to certain elected CITY officials or candidates for elected CITY office. Specifically, Section 1.10.060 prohibits:

- (1) A CONTRACTOR (including a Subcontractor)— who has a contract with the City of Glendale, Glendale Successor Agency, or the Housing

Authority of the City of Glendale and that contract is subject to approval by the City Council, Successor Agency, or Housing Authority— from making a contribution to a City Council member, City Clerk, or City Treasurer, when the contract has a total anticipated or actual value of \$50,000 or more, or a combination or series of contracts having a value of \$50,000 or more; and

- (2) A City Council member, Successor Agency member, or Housing Authority member from voting on a contract in which a CONTRACTOR (or a Subcontractor) has provided a campaign contribution.

(B) CONTRACTOR acknowledges that even if the Maximum Cost in Paragraph 5.3 of this Agreement is less than \$50,000, CONTRACTOR still may be subject to the campaign contribution limitations in Municipal Code Section 1.10.060, when:

- (1) CONTRACTOR and CITY amend the Scope of Services in this Agreement which increases the Maximum Cost to equal or exceed \$50,000; or
- (2) CITY, Glendale Successor Agency, or the Housing Authority awards CONTRACTOR another contract which has a total anticipated or actual value of \$50,000 or more, or awards CONTRACTOR a combination or series of contracts which have a value of \$50,000 or more.

(C) CONTRACTOR represents and certifies that:

- (1) CONTRACTOR has read and fully understands the provisions of Municipal Code Section 1.10.060;
- (2) CONTRACTOR will not: (a) make a prohibited campaign contribution to an individual holding CITY elective office; or (b) otherwise violate Municipal Code Section 1.10.060; and
- (3) CONTRACTOR shall timely complete, return, and update one or more disclosure or reporting forms that CITY provides.

## **9.0. INSURANCE**

**9.1.** When CONTRACTOR signs and delivers this Agreement to CITY, and during this Agreement's Term, CONTRACTOR shall furnish CITY with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the “Insurance Requirements,” which are attached as “Exhibit G” (G-1 to G-5) to this Agreement and are incorporated into it by this reference.

**9.2.** This Agreement's insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in Article 10 of the Agreement; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 10 of the Agreement.

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## **10.0. INDEMNITY**

**10.1.** To the maximum extent permitted by law— including, but not limited to, California Civil Code Section 2778— CONTRACTOR, its employees, agents, Subcontractors, and persons whom CONTRACTOR employs or hires (individually and collectively, “CONTRACTOR INDEMNITOR”) shall indemnify, defend, and hold harmless CITY, its officers, agents, employees, and representatives (individually and collectively, “CITY INDEMNITEE”) from and against a “**liability**” [as defined in Subparagraph (A) below], or an “**expense**” [as defined in Subparagraph (B) below], or both, that arise out of, pertain to, or relate to an act, error, or omission of CONTRACTOR INDEMNITOR:

(A) “**Liability**” means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the **liability** is:

- (1) Actual or alleged;
- (2) In contract or in tort; or
- (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) “**Expense**” means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

- (1) Attorney’s fees;
- (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal;
- (3) Fees of an accountant, expert witness, CONTRACTOR, or other professional; or
- (4) Pre or post: judgment interest or settlement interest.

**10.2.** Under this Article, CONTRACTOR INDEMNITOR’s defense and indemnification obligations:

(A) Apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a CITY INDEMNITEE; but

(B) Do not apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a CITY INDEMNITEE.

**10.3.** To the extent that CONTRACTOR INDEMNITOR’s insurance policy provides an upfront defense to CITY, CONTRACTOR INDEMNITOR’s obligation to defend a CITY INDEMNITEE under this Article:

(A) Means that CONTRACTOR INDEMNITOR shall provide and pay for legal counsel, acceptable to CITY, for the CITY INDEMNITEE;

(B) Occurs when a claim, suit, complaint, pleading, or action against a CITY INDEMNITEE arises out of, pertains to, relates to, or asserts an act, error, or omission of CONTRACTOR INDEMNITOR; and

(C) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies CONTRACTOR INDEMNITOR.

**10.4.** Paragraph 10.3 does not limit or extinguish CONTRACTOR INDEMNITOR's obligation to reimburse a CITY INDEMNITEE for the costs of defending the CITY INDEMNITEE against a **liability**, or an **expense**, or both. A CITY INDEMNITEE's right to recover defense costs and attorney's fees under this Article does not require, and is not contingent upon, the CITY INDEMNITEE's first:

(A) Requesting that CONTRACTOR INDEMNITOR provide a defense to the CITY INDEMNITEE; or

(B) Obtaining CONTRACTOR INDEMNITOR's consent to the CITY INDEMNITEE's tender of defense.

**10.5.** If CONTRACTOR subcontracts all or any portion of this Agreement's Services, CONTRACTOR shall provide CITY with a written agreement from each Subcontractor, who must indemnify, defend, and hold harmless CITY INDEMNITEE under the terms in this Article.

**10.6.** CONTRACTOR INDEMNITOR's obligation to indemnify, defend, and hold harmless CITY will remain in effect and will be binding upon CONTRACTOR INDEMNITOR whether the **liability**, or the **expense**, or both, accrues— or is discovered— before or after this Agreement's expiration, cancellation, or termination.

**10.7.** Except for Paragraph 10.3, this Article's indemnification and defense provisions are separate and independent from the insurance provisions in Article 9. In addition, the indemnification and defense provisions in this Article:

(A) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Article 9; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Article 9.

## **11.0. BONDS**

**11.1.** CONTRACTOR shall furnish a Performance Bond, using CITY's form, in an amount equal to:

(A) \$95,000 for the first year of the Agreement (September 1, 2019 to August 31, 2020);

(B) \$100,000 for the second year of the Agreement (September 1, 2020 to August 31, 2021); and

(C) \$105,000 for the third year of the Agreement (September 1, 2021 to August 31, 2022).

**11.2.** The "Performance Bond Requirements and Bond Form" are attached to this Agreement as "Exhibit H" and are incorporated into it by this Reference.

## 12.0. DEFAULT, REMEDIES, AND TERMINATION

**12.1 Default.** Default under this Agreement occurs upon any one or more of the following events:

(A) CONTRACTOR refuses or fails— whether partially, fully, temporarily, or otherwise— to:

- (1) Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;
- (2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires;
- (3) Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

(B) CONTRACTOR, or its personnel, or both— whether partially, fully, temporarily, or otherwise:

- (1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;
- (2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;
- (3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;
- (4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or

(C) CONTRACTOR:

- (1) Or another party for or on behalf of CONTRACTOR: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
- (2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying CITY, or without CITY's written authorization;
- (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying CITY, or without CITY's written authorization;
- (4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONTRACTOR's behalf, is convicted (i.e., a plea of guilty, a verdict of guilty by a judge or jury, a plea of nolo contendere, or a forfeiture of bail) under state or federal law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery,

deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) Any other justifiable cause or reason, as reasonably determined by the City Manager, or a designee.

**12.2. Notice of Default.** If CITY deems that CONTRACTOR is in Default, or that CONTRACTOR has failed in any other respect to satisfactorily perform the Services specified in this Agreement, CITY may give written notice to CONTRACTOR specifying the Default(s) that CONTRACTOR shall remedy within 5 days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

**12.3. Remedies upon Default.** Within 5 days after receiving CITY's Notice of Default, if CONTRACTOR refuses or fails to remedy the Default(s), or if CONTRACTOR does not commence steps to remedy the Default(s) to CITY's reasonable satisfaction, CITY may exercise any one or more of the following remedies:

(A) CITY may, in whole or in part and for any length of time, immediately suspend this Agreement until such time as CONTRACTOR has corrected the Default;

(B) CITY may provide for the Services either through its own forces or from another CONTRACTOR, and may withhold any money due (or may become owing to) CONTRACTOR for a task related to the claimed Default;

(C) CITY may withhold all moneys, or a sum of money, due CONTRACTOR under this Agreement, which are based on fees identified in Paragraph 5.1 of this Agreement, that are sufficient to secure CONTRACTOR's performance of its duties and obligations under this Agreement;

(D) CITY may immediately terminate the Agreement;

(E) CITY may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

(1) Seeking CONTRACTOR's specific performance of all or any part of this Agreement; or

(2) Recovering damages for CONTRACTOR's Default, breach, or violation of this Agreement; or

(F) CITY may pursue any other available, lawful right, remedy, or action.

**12.4. Retention of Funds.** CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts, errors, or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. If any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or if any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due CONTRACTOR, without liability for interest because of the withholding, an amount sufficient to cover the claim. However, CITY's failure to exercise the right

to deduct or to withhold will not affect the obligations of CONTRACTOR to insure, indemnify, defend, and protect CITY as elsewhere provided in this Agreement.

**12.5. Termination for Convenience.** Independent of the remedies provided in Paragraph 12.3, CITY may elect to terminate this Agreement at any time upon 30 days' prior written notice. Upon termination, CONTRACTOR shall receive compensation only for that work which CONTRACTOR had satisfactorily completed to the termination date. CITY shall not pay CONTRACTOR for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

### **13.0. GENERAL PROVISIONS**

**13.1. Entire Agreement.** This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONTRACTOR nor CITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with CITY's and CONTRACTOR's signature.

**13.2. Interpretation.** This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments.

**13.3. Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

**13.4. Governing Law and Jurisdiction.**

(A) California's laws govern the Agreement's construction and interpretation without regard to conflict of law principles. Unless the Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendment, modifications, and successor legislation.

(B) If CONTRACTOR or CITY brings a lawsuit to enforce or interpret one or more provisions of the Agreement, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. CONTRACTOR and CITY acknowledge that the Agreement was negotiated, entered into, and executed—and the Services were performed—in the City of Glendale, California.

**13.5. Waiver of Breach.** If either PARTY fails to require the other to perform any term in this Agreement, that failure does not prevent the PARTY from later enforcing that term, or any other term. If either PARTY waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement's duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY's exercise of any one of them.

**13.6. Attorney's Fees.** If CITY or CONTRACTOR brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4). "Reasonable attorney's fees" of the City Attorney's office means the fees regularly charged by private attorneys who:

(A) Practice in a law firm located in Los Angeles County; and

(B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney's services were rendered.

**13.7. Further Assurances.** Upon CITY's request at any time, CONTRACTOR shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

**13.8. Assignment, Delegation, and Change of Ownership.**

(A) This Agreement does not give any rights or benefits to anyone, other than to CITY and CONTRACTOR. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of CITY and CONTRACTOR, and are not for the benefit of another person, entity, or organization. Without CITY's prior written authorization, CONTRACTOR shall not do any one or more of the following:

(1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or

(2) Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Agreement.

(B) A change in CONTRACTOR's legal form of ownership of the business, or in control of the business, or in both, is deemed to be an assignment under this Agreement.

(C) Any actual or attempted assignment of rights or delegation of duties by CONTRACTOR, without CITY's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONTRACTOR's duties, obligations, or responsibilities under this Agreement.

(D) If CITY consents to an assignment of rights, or a delegation of duties, or both, CONTRACTOR's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

**13.9. Successors and Assigns.** Subject to the provisions in Paragraph 13.8, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

**13.10. Time is of the Essence.**

(A) Except when this Agreement states otherwise, time is of the essence in this Agreement. CONTRACTOR acknowledges that this Agreement's time limits and deadlines are reasonable for CONTRACTOR's performing the Services under this Agreement.

(B) Unless this Agreement specifies otherwise, any reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in either Glendale Municipal Code Section 3.08.010 or California's Government Code, or a day when City Hall is closed, the period is extended to and including the next day that CITY is open for business. A reference to the time of day refers to local time for Glendale, California.

**13.12. Recycled Paper.** CONTRACTOR shall endeavor to submit all reports, correspondence, and documents related to this Agreement on recycled paper.

**13.13. Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall use the following delivery method:

- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested;
- (4) Facsimile; or
- (5) Email.

(B) All written notices or correspondence done in the manner described in Subparagraph (A) above with the street address or place, facsimile number, or email address listed in Subparagraph (C) below will be presumed "given" to a PARTY on whichever date occurs earliest:

- (1) The date of personal delivery;
- (2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail;
- (3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or
- (4) The date of transmission, when sent by facsimile or email.

(C) CITY and CONTRACTOR designate the following contact person, street address or place, telephone or facsimile number, or email address for giving notice.

CITY: City of Glendale  
 Dept.: \_\_\_\_\_  
 \_\_\_\_\_  
 Glendale, CA 9120\_\_  
 Attn: \_\_\_\_\_  
 \_\_\_\_\_  
 Tel. No.: \_\_\_\_\_  
 Fax. No.: \_\_\_\_\_  
 Email: \_\_\_\_\_

CONTRACTOR:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attn: \_\_\_\_\_  
 \_\_\_\_\_  
 Tel. No.: \_\_\_\_\_  
 Fax. No.: \_\_\_\_\_  
 Email: \_\_\_\_\_

(D) At any time, by providing written notice to the other PARTY, CITY or CONTRACTOR may change the contact information listed in Subparagraph (C) above.

**13.14. Survival.** This Paragraph and the obligations set forth in Paragraphs 3.5, 4.4, 4.6, 4.7, 4.8, 4.9, 5.4, 6.1, 7.1, 7.2, 7.3, 7.4, 7.5, 8.1, 8.2, 9.1, 9.2, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 12.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, and 13.13 survive this Agreement’s expiration, cancellation, or termination.

**13.15. Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement’s remaining terms.

**13.16. Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Agreement.

**13.17. Representations – Authority.** The PARTIES represent that:

- (A) They have read this Agreement, fully understand its contents, and have received a copy of it;
- (B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its terms; and
- (C) They have executed this Agreement on the date opposite their signature.

Executed at Glendale, California.

**CITY OF GLENDALE:**

By \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**CONTRACTOR:**

By \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**REVIEWED BY:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Onnig Bulanikian  
Director of Community Services & Parks

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

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**EXHIBIT LIST**

- “Exhibit A”: Request for Proposals  
(\_\_ pages)
- “Exhibit B”: Contractor’s Proposal  
(\_\_ pages)
- “Exhibit C”: Glendale City Council Motion  
(\_\_ pages)
- “Exhibit D”: Notice of Award of Contract  
(\_\_ pages)
- “Exhibit E”: Scope of Services and Minimum Performance Standards  
(\_\_ pages)
- “Exhibit F”: Fee Schedule  
(\_\_ pages)
- “Exhibit G”: Insurance Requirements  
(\_\_ pages)
- “Exhibit H”: Performance Bond Requirements and Bond Form  
(\_\_ pages)

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**EXHIBIT E****Scope of Services  
and  
Minimum Performance Standards****1.0. STATEMENT OF WORK AND SCHEDULE**

**1.1.** During the time of the Services, CONTRACTOR shall furnish one or more multi-passenger vehicle (school bus, or charter bus, or both) that appropriately corresponds to the type (children, or adults, or both) and number of passengers for which CITY's request is being submitted.

**1.2.** Parks Department's Program Supervisors will call to schedule reservations for bus services, at a minimum of seven (7) days in advance of the date needed.

**1.3.** For programs and unique occasions, CITY may request multiple buses, up to six (6), to transport large number of program participants to a destination and return, and CONTRACTOR shall provide the requested amount of buses.

**1.4.** The driver(s) and vehicle(s) must arrive ten (10) minutes before the specified time, without additional charge to the City, at the specified location(s). Pickup and drop-off of program participants must be made at the site or location that CITY has designated, unless CONTRACTOR immediately:

- (A) Notifies CITY of a situation or circumstance preventing or interfering with the specified site or location; and
- (B) Obtains CITY's approval of an alternate site or location.

**1.5.** The driver(s) and vehicle(s) must transport passengers as directed by CITY, wait, and return as directed by CITY. In some cases, CITY may allow a vehicle to leave after discharge of passengers and may allow another vehicle to pick up passengers for the return leg home, as is specified in Type D below. CITY may request this type of service when no suitable parking location will be or is available for the bus or buses at the destination location.

Contract must provide the following types of bus services:

- 5) Type A (Single point pick-up and return) – Pick up at a location, transport to a destination, return passengers to initial pick up site.
- 6) Type B (Multiple point pick-up and return) – Pick up at a location, pick up at additional location, transport to a destination, return passengers to initial pick up sites.
- 7) Type C (Combination of Type A and B) – This is the use of multiple vehicles simultaneously.
- 8) Type D – One bus does the pick-up and drop off at a destination and another bus performs the return.

**1.6.** At a minimum, CONTRACTOR shall provide an hourly rate with a minimum five (5) hour use of a bus and an additional cost per hour. The most common type of service requested by CITY staff will be Type B, for up to seventy nine (79) passengers.

1.7. If CONTRACTOR is booked on the day(s) and time(s) of CITY's request, CONTRACTOR shall provide CITY with transportation services through a Subcontractor or partner company, who must arrive on time at the scheduled location, at the same rates listed in this Agreement's Fee Schedule (Exhibit F-1 through F-4). The Subcontractor or partner company must meet the requirements and minimum performance standards listed in this Agreement.

## 2.0. MINIMUM EQUIPMENT REQUIREMENTS

2.1. CONTRACTOR shall have a fleet of buses to accommodate two-hundred forty (240) people at any one given time, of which at least:

- (A) One (1) bus (charter or school) must be Americans with Disabilities Act (ADA) accessible; **and**
- (B) One (1) charter bus must accommodate up to 22 people; **and**
- (C) One (1) charter bus must accommodate up to 60 people.

2.2. CONTRACTOR shall transport:

- (A) The maximum number of passengers with the least amount of vehicles for each reservation; and
- (B) The expected number of passengers with the least amount of vehicles, of which the maximum capacity of each vehicle is not greater than 125% of the number of passengers expected to be transported.

2.3. Buses that CONTRACTOR uses to perform this Agreement's Services must meet the following requirements:

- (A) Charter buses and school buses must:
  - (1) Be new or have a manufacturer's date of January 1, 2005, or later; and
  - (2) Have working communication equipment to use in case of emergencies;
- (B) School buses must have operative windows (slide on a track in either, upward, downward, or left/right direction) or air conditioning that is in working order; and
- (C) Charter buses must have air conditioning that is in working order.

## 3.0. MAINTENANCE REQUIREMENTS

9.1. At its expense and while this Agreement is in effect, CONTRACTOR shall operate and maintain buses:

- (A) According to:
  - (1) All applicable laws and safety regulations, including Federal Motor Vehicle

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Safety Standards (FMVSS), and California's regulations and standards for school and charter buses; and

- (2) The bus manufacturer's specifications;
- (B) In good mechanical order at all times; and
- (C) That have passed all safety inspections, including a California CHP School Bus Inspection and Certification; and if applicable, Youth Bus and School Pupil Activity Bus Inspection and Certification, and Tour Bus Inspection.

**9.2.** While this Agreement is in effect, if a bus, or any equipment on it, or both, fail at any time to comply, in whole or in part, with applicable laws, specifications, regulations, or this Agreement:

- (A) CONTRACTOR shall replace the noncompliant or deficient vehicle, or equipment, or both, without expense to CITY and without claims for adjustment per day, or per trip, compensation; and
- (B) CITY may require CONTRACTOR to pay to CITY liquidated damages (in the form of a Credit)— which is described in Paragraph 5.6 of the Agreement— for late service, no service, or a bus that is not clean.

**9.3.** A bus's interior must be kept in a clean, neat, sanitary condition, free from trash and debris, and must be open to examination by CITY at all times.

**9.4.** Standby buses must be maintained in good working condition, and must be available in sufficient numbers and placed into service if a bus regularly transporting program participants is inoperative.

**9.5.** Before CONTRACTOR dispatches a bus to CITY, drivers shall carefully inspect the bus for defects, and CONTRACTOR shall remedy any defects before using that vehicle for a CITY assignment. CONTRACTOR shall keep records of those inspections in accordance with federal and state laws and regulations.

**9.6.** While the Agreement is in effect, if a change in a law or a regulation requires— or if a governmental or manufacturer directive or order requires— CONTRACTOR to modify or repair CONTRACTOR's buses, or to install equipment or parts on them, or to do both, CONTRACTOR shall perform the modification, installation, or repair at CONTRACTOR's own expense, and within the time period, if any, imposed by the law, regulation, directive, or order.

**3.7.** At its sole expense, CONTRACTOR shall pay all expenses pertaining to operating, maintaining, and repairing the buses, including, but not limited to: their storage, cleaning, and washing; vehicle filters, fuels, oils, grease, antifreeze, batteries, tires, electronics, engines, transmissions, radiators, and communication equipment.

#### **4.0. EQUIPMENT OWNERSHIP REQUIREMENT**

**4.1.** CONTRACTOR shall own all buses or vehicles that CONTRACTOR places in operation under this Agreement.

**4.2.** If CONTRACTOR cannot dispatch or place in service a CONTRACTOR-owned bus that meets this Agreement's requirements, CONTRACTOR shall provide a bus or buses through a Subcontractor who meets this Agreement's requirements and minimum performance standards. The Subcontractor must have:

- (A) Received CITY's prior written approval to provide one or more buses and drivers, before CONTRACTOR dispatches or places Subcontractor's bus or buses in service; and
- (B) On file with CITY, current, valid insurance certificates and endorsements— fully meeting the Insurance Requirements set forth in Exhibit G-1 to G-5 of this Agreement— that CITY had approved.

## **5.0. PERSONNEL REQUIREMENTS**

**5.1.** Except as this Agreement provides, CONTRACTOR shall have sole responsibility for all recruiting, screening, testing, selecting, training, scheduling, supervising, compensating, promoting, disciplining, terminating, and performing all other functions related to CONTRACTOR's personnel, as necessary, to carry out CONTRACTOR's obligations under this Agreement.

**5.2.** CONTRACTOR shall employ, provide, and maintain:

- (A) An adequate number of personnel to carry out the Agreement's obligations;
- (B) Personnel who:
  - (5) Are competent and qualified, and have sufficient skill and experience, to provide this Agreement's Services;
  - (6) Meet all applicable qualifications, licensure, and certifications established by (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures;
  - (7) Are subject to CONTRACTOR's direct supervision at all times; and
  - (8) Provide the highest levels of customer service and courtesy, when interacting with the program participants they transport; and
- (C) Competent, courteous, and professional management according to industry standards and practices.

**11.3.** At any time, if CITY determines that CONTRACTOR is employing an insufficient number of personnel, or is using personnel who are subject to disqualification— as described in Paragraph 5.7 below— CONTRACTOR shall hire additional personnel or replace the disqualified personnel, at CONTRACTOR's expense, as CITY determines is reasonably necessary for CONTRACTOR to render this Agreement's Services.

**11.4.** CONTRACTOR shall fully comply with all (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures governing its personnel, including, but not limited to:

- 
- (A) California Government Code Section 8355 for providing a drug-free workplace:
- (1) CONTRACTOR certifies that it is in full compliance with that law's provisions.
  - (2) At any time, upon CITY's request, CONTRACTOR shall furnish the Parks Director or a designee with documents or other records as evidence of CONTRACTOR's compliance with this law.
- (B) The Immigration Reform and Control Act of 1986 (Public Law 99-603; 8 U.S.C. Section 1324a) for hiring, employing, and verifying the status of aliens and other persons:
- (1) CONTRACTOR shall obtain from its personnel documentation of employment eligibility status, and CONTRACTOR shall retain that documentation for the time period that the law requires.
  - (2) CONTRACTOR certifies that all its personnel performing this Agreement's Services meet all laws for citizenship or alien status requirements.
  - (3) At any time, upon CITY's request, CONTRACTOR shall furnish the Parks Director or a designee with documents or other records establishing CONTRACTOR's personnel's eligibility status.
- (C) California Code of Regulations, Title 8, Section 3203, Injury and Illness Prevention Program ("IIPP"), or any other procedures for implementing personnel safety:
- (1) For its personnel, CONTRACTOR shall:
    - (a) Furnish required safety equipment, garments, and devices; and
    - (b) Adopt and use practices, means, methods, operations, and procedures that are reasonably necessary to protect the life, safety, and health of its personnel.
  - (2) CONTRACTOR certifies that it is in full compliance with IIPP regulations or is lawfully exempt from those regulations' provisions.
  - (3) At any time, upon CITY's request, CONTRACTOR shall furnish the Parks Director or a designee with CONTRACTOR's written policy manual for its personnel's safety, and all documents or other records as evidence of CONTRACTOR's IIPP compliance with or exemption from this law.
- (D) Affirmative action, anti-discrimination, equal employment, and business opportunity:
- (1) Titles VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000d, 2000e, *et seq.*).
  - (2) The Civil Rights Acts of 1866 and 1871 (42 U.S.C. Sections 1981 and 1983).
  - (3) The Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101, *et seq.*).
-

- (4) California's Fair Employment and Housing Act (California Government Code Section 12900 *et seq.*).
  - (5) CONTRACTOR certifies that it is in full compliance with these laws' provisions.
  - (6) At any time, upon CITY's request, CONTRACTOR shall furnish the Parks Director or a designee with CONTRACTOR's written employment and hiring practices and procedures, and all documents or other records as evidence of CONTRACTOR's compliance with these laws.
- 11.5.** CONTRACTOR shall maintain a current list with the names, titles, and qualifications of personnel who provide this Agreement's Services. At any time, upon CITY's request, CONTRACTOR shall furnish that list to the Parks Director or a designee.
- 11.6.** At CONTRACTOR's expense, all bus drivers who perform this Agreement's Services must undergo Live Scan electronic fingerprinting for California Department of Justice (CalDOJ) and Federal (FBI) level criminal history record checks. If CITY performs the fingerprinting for CONTRACTOR's personnel, CONTRACTOR shall pay CITY's cost for this service. The background check must be completed and CONTRACTOR must know the results before CONTRACTOR dispatches a bus driver to CITY. Upon the Park Director's or a designee's request, CONTRACTOR must promptly furnish CITY with a bus driver's criminal history record check.
- 11.7.** For this Agreement's Services, CONTRACTOR shall not use, dispatch, or place in service personnel who:
- (A) Are required to register as a sex offender under California Penal Code Section 290;
  - (B) Have been convicted of any one or more of the following offense within the last ten (10) years:
    - (1) California Health & Safety Code Section:
      - (a) 11350 to 11391 (Possession, use, and sale of controlled substances);
    - (2) California Vehicle Code Section:
      - (a) 10851 to 10855 (Theft or unlawful taking of vehicle or vehicle parts);
  - (C) Have been convicted of any one or more of the following offenses within the last seven (7) years:
    - (1) California Vehicle Code Section:
      - (a) 14601.3 (Habitual traffic offender);
      - (b) 14601.4 (Causing bodily injury to another while driving with license suspended or revoked);

- 
- (c) 14601.5 (Driving with knowledge of suspension, revocation, or restriction of driving privilege);
  - (d) 20001 (Duty to stop at scene of injury accident);
  - (e) 20003 (Duty of driver upon injury or death);
  - (f) 20004 (Duty of driver to report accident upon death);
  - (g) 23104 (Reckless driving, bodily injury, prior conviction);
  - (h) 23153 (Driving under the influence);
- (2) California Penal Code Section:
- (a) 118 (Perjury);
  - (b) 192 (Voluntary, involuntary, and vehicular manslaughter);
  - (c) 241 to 245.5 (Assault and battery);
  - (d) 529.5 (Deceptive appearance of government-issued identification cards and drivers' licenses);
  - (e) 529.7 (Falsely obtaining or assisting others in obtaining official documents issued by the DMV);
  - (f) 530.5 (Unauthorized use of personal identifying information to obtain credit, goods, services, or medical information in another person's name);
  - (g) 530.6 (Unlawful use of personal identifying information by another); or
- (3) A felony listed in California's Penal Code, including any felony charged as a misdemeanor under Penal Code Section 17(b)(4);
- (D) Have been convicted of any one or more of the following offenses within the last three (3) years:
- (1) California Penal Code Section:
- (a) 537e (Removal or alteration of manufacturer's serial or identification mark); or
- (2) California Vehicle Code Section:
- (a) 31 (False information to peace officer);
  - (b) 10501 (False report of theft);
  - (c) 10750 (Altering or changing vehicle numbers);
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|-----|---------|--|
| (d) | 10751   | (Unlawful use or possession of manufacturer serial or identification numbers);                         |
| (e) | 10752   | (Possession or sale of manufacturer's or governmental serial numbers);                                 |
| (f) | 10801   | (Ownership or operation of chop shop);   |
| (g) | 10802   | (Alteration, destruction, forgery, or removal of vehicle identification numbers);                      |
| (h) | 10803   | (Possession, purchase, sale, or transfer of motor vehicle or parts that have been altered or defaced); |
| (i) | 12500   | (Unlawful to drive without valid license);   |
| (j) | 14601   | (Driving when privileges suspended or revoked for certain offenses);                                   |
| (k) | 14601.1 | (Driving when privileges suspended or revoked for other reasons);                                      |
| (l) | 14601.2 | (Driving when privileges suspended or revoked for driving under the influence);                        |
| (m) | 20002   | (Duty of driver after accident when property is damaged);  |
| (n) | 22350   | (Basic speed law);   |
| (o) | 23103   | (Reckless driving);  |
| (p) | 23104   | (Reckless driving, bodily injury, prior conviction);   |
| (q) | 23109   | (Speed contests);  |
| (r) | 23152   | (Driving under the influence); or  |
- (E) Have been convicted of one or more other criminal offenses that, in CITY's reasonable determination, may:
- (1) Disqualify the person from operating a vehicle under California or federal law;
  - (2) Impede, hinder, frustrate, delay, or affect this Agreement's performance; or
  - (3) Increase CITY's liability, risk, or exposure.

**11.8.** Before beginning the next work shift for CONTRACTOR, CONTRACTOR's personnel shall report to CONTRACTOR an arrest or criminal conviction for an offense specified in Paragraph 5.7 (A) through (D) above.

- 11.9. CONTRACTOR shall not permit or allow personnel who will perform this Agreement's Services to come in contact with program participants, if the individual is ineligible or otherwise disqualified under Paragraph 5.7 above. CONTRACTOR may retain the ineligible or disqualified individual and use that person for services other than those that CONTRACTOR provides to CITY under this Agreement.
- 11.10. Additionally, while this Agreement is in effect, if CITY discovers or receives information that a person whom CONTRACTOR hires, employs, or uses for this Agreement's Services is ineligible, disqualified, or otherwise unsuitable, the Parks Director or a designee may take any one or more of the following actions:
- (A) Conduct a thorough background investigation of that person. The background check may include, but is not limited to: credit history, civil judgments, and criminal convictions. CONTRACTOR shall pay CITY's costs of investigation; or
  - (B) Require CONTRACTOR to not use, dispatch, or place in service that person for the Services that CONTRACTOR provides to CITY under this Agreement, based on CITY's reasonable determination that the person:
    - (1) Increases CITY's liability, risk, or exposure;
    - (2) Is injurious or harmful to CITY's business, operation, reputation, or public image;
    - (3) Is prone to impair the public's confidence in CITY;
    - (4) Fails to comply with one or more of this Agreement's terms or conditions; or
    - (5) Impedes, hinders, frustrates, delays, or affects this Agreement's performance.
- 11.11. CITY reserves the right to request a specific bus driver, whom— through CITY's prior experience— CITY prefers, and CONTRACTOR shall dispatch and place in service that bus driver.

## 6.0. ADDITIONAL REQUIREMENTS

- 12.1. CONTRACTOR's drivers shall not permit:
- (A) More passengers to occupy buses than there are seats available, or the overcrowding of the vehicle in any manner whatsoever; and
  - (B) Any passenger to stand up in the vehicles while the vehicle is motion.
- 12.2. CONTRACTOR's driver for each bus shall supervise the bus's loading and unloading of passengers at all pickup and delivery points.
- 12.3. CONTRACTOR shall not allow any person— other than program participants, supervisors, bus company employees, authorized CITY personnel, and drivers in training— to ride the bus without the Park Director's or a designee's consent.
- 12.4. **CONTRACTOR shall establish a system or a set of procedures to ensure that its bus drivers check their vehicles for sleeping children or adults, and personal**

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**belongings left behind by passengers, before leaving the final drop-off site and at the end of the driver's shift.**

- 12.5.** The trip chaperon (CITY staff) and the bus driver must work in unison on any bus trip. However, when a safety or driving-related issue is concerned, the bus driver has the final authority and ultimate responsibility.
- 12.6.** When a passenger causes a disturbance or an undesirable situation on a bus, CONTRACTOR's driver shall submit to the driver's supervisor a written report, describing the incident, and, if possible, identifying the passenger by name. The supervisor shall forward the report to CITY within 24 hours from the date of the incident.
- 12.7.** If a vehicular or pedestrian accident occurs, or property damage occurs (collectively, "incident")— while CONTRACTOR, or its driver, mechanic, or other personnel is performing this Agreement's Services— CONTRACTOR shall:
- (A) First, notify the Glendale Police Department, California Highway Patrol, or law enforcement agency having jurisdiction over the location of the incident; and
  - (B) Second, notify CITY of the incident. Within twenty-four (24) hours after the incident had occurred, CONTRACTOR shall furnish a written report about the incident to CITY.
- 12.8.** CONTRACTOR shall notify CITY in writing of any change in CONTRACTOR's legal form of ownership of its business or control of its business, or both, before the change takes place. If ownership or control of CONTRACTOR changes while this Agreement is in effect, CITY may cancel or terminate this Agreement if CITY views the change to not be in CITY's best interest.

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**EXHIBIT F-1****FEE SCHEDULE**

**1.1.** CONTRACTOR shall perform all Services at the amount or amounts listed for Contract Year One (EXHIBIT F-2, pages 34 and 35), Contract Year Two (EXHIBIT F-3, pages 36 and 37), and Contract Year Three below (EXHIBIT F-4, pages 38 and 39), which cover all expenses incurred in performing the Services. CONTRACTOR shall hold firm its pricing for Contract Year One, Contract Year Two, and Contract Year Three, and shall not alter the amount or amounts except as the Agreement may allow.

**1.2.** CONTRACTOR shall not charge or impose a fee of any kind when CITY cancels a prior reservation twenty-four (24) or more hours before the scheduled service date and time. For a cancellation occurring less than twenty-four (24) hours before the scheduled service date and time, CONTRACTOR may charge CITY the fee specified below.

**1.3.** CITY will pay for a parking fee that CONTRACTOR actually and reasonably incurs— without any additional charge or expense markup— as necessitated by the circumstances, including metered parking on the street or a fee charged at the pickup or drop off location for stopping or parking to allow program participants to board the bus or disembark from it.

**EXHIBIT F-2****FEE SCHEDULE****Contract Year One**

The prices listed on pages 34 and 35 apply from September 1, 2019 through August 31, 2020 ("Contract Year One"):

Price per bus category for Type A reservations based on a five (5) hour trip:

Round Trip	<b>School Bus Category 16-22 Persons (Adults)</b>	<b>School Bus Category 22 – 60 Persons (Youth &amp; Adults)</b>	<b>School Bus Category 45-79 Persons (Youth &amp; Adults)</b>
0-25 Miles	\$ _____ per trip	\$ _____ per trip	\$ _____ per trip
26-50 Miles	\$ _____ per trip	\$ _____ per trip	\$ _____ per trip
51-100 Miles	\$ _____ per trip	\$ _____ per trip	\$ _____ per trip

Price per bus category for Type A reservations based on a five (5) hour trip:

Round Trip	<b>Charter Coach Category 16-22 Persons (Adults)</b>	<b>Charter Coach Category 22-60 Persons (Youth &amp; Adults)</b>
0-25 Miles	\$ _____ per trip	\$ _____ per trip
26-50 Miles	\$ _____ per trip	\$ _____ per trip
51-100 Miles	\$ _____ per trip	\$ _____ per trip

Extended trips will be subject to an additional \$ \_\_\_\_ per hour charge for hours exceeding five (5) hours.

Price per bus category for Type B reservations based on a five (5) hour trip:

Round Trip	<b>School Bus Category 16-22 Persons (Adults)</b>	<b>School Bus Category 22 – 60 Persons (Youth &amp; Adults)</b>	<b>School Bus Category 45-79 Persons (Youth &amp; Adults)</b>
0-25 Miles	\$ _____ per trip	\$ _____ per trip	\$ _____ per trip
26-50 Miles	\$ _____ per trip	\$ _____ per trip	\$ _____ per trip
51-100 Miles	\$ _____ per trip	\$ _____ per trip	\$ _____ per trip

Price per bus category for Type B reservations based on a five (5) hour trip:

Round Trip	<b>Charter Coach Category 16-22 Persons (Adults)</b>	<b>Charter Coach Category 22-60 Persons (Youth &amp; Adults)</b>
0-25 Miles	\$ _____ per trip	\$ _____ per trip
26-50 Miles	\$ _____ per trip	\$ _____ per trip
51-100 Miles	\$ _____ per trip	\$ _____ per trip

Extended trips will be subject to an additional \$ \_\_\_\_ per hour charge for hours exceeding five (5) hours.

Price per bus category for Type C reservations (Circle One – Mile or Hour):

Round Trip	<b>School Bus Category 16-22 Persons (Adults)</b>	<b>School Bus Category 22 – 60 Persons (Youth &amp; Adults)</b>	<b>School Bus Category 45-79 Persons (Youth &amp; Adults)</b>
As Directed	\$ _____ per mile/hour	\$ _____ per mile/hour	\$ _____ per mile/hour

Price per bus category for Type C reservations (Circle One – Mile or Hour):

Round Trip	<b>Charter Coach Category 16-22 Persons (Adults)</b>	<b>Charter Coach Category 22-60 Persons (Youth &amp; Adults)</b>
As Directed	\$ _____ per mile/hour	\$ _____ per mile/hour

Minimum number of hours required for Type C reservations: \_\_\_\_\_

**EXHIBIT F-2 - Continued**

**FEE SCHEDULE**

**Contract Year One**

Price per bus category for Type D reservations based on a five (5) hour trip:

Round Trip	<b>School Bus Category 16-22 Persons (Adults)</b>	<b>School Bus Category 22 – 60 Persons (Youth &amp; Adults)</b>	<b>School Bus Category 45-79 Persons (Youth &amp; Adults)</b>
0-25 Miles	\$ _____ per trip	\$ _____ per trip	\$ _____ per trip
26-50 Miles	\$ _____ per trip	\$ _____ per trip	\$ _____ per trip
51-100 Miles	\$ _____ per trip	\$ _____ per trip	\$ _____ per trip

Price per bus category for Type D reservations based on a five (5) hour trip:

Round Trip	<b>Charter Coach Category 16-22 Persons (Adults)</b>	<b>Charter Coach Category 22-60 Persons (Youth &amp; Adults)</b>
0-25 Miles	\$ _____ per trip	\$ _____ per trip
26-50 Miles	\$ _____ per trip	\$ _____ per trip
51-100 Miles	\$ _____ per trip	\$ _____ per trip

**Cancellation Fee:** CITY shall pay CONTRACTOR \$ \_\_\_\_\_ if CITY cancels a reservation less than twenty-four (24) hours before the scheduled service date and time.

**EXHIBIT F-3**

**FEE SCHEDULE**

**Contract Year Two**

The prices listed on pages 36 and 37 apply from September 1, 2020 through August 31, 2021 (“Contract Year Two”):

Price per bus category for Type A reservations based on a five (5) hour trip:

Round Trip	School Bus Category 16-22 Persons (Adults)	School Bus Category 22 – 60 Persons (Youth & Adults)	School Bus Category 45-79 Persons (Youth & Adults)
0-25 Miles	\$ _____ per trip	\$ _____ per trip	\$ _____ per trip
26-50 Miles	\$ _____ per trip	\$ _____ per trip	\$ _____ per trip
51-100 Miles	\$ _____ per trip	\$ _____ per trip	\$ _____ per trip

Price per bus category for Type A reservations based on a five (5) hour trip:

Round Trip	Charter Coach Category 16-22 Persons (Adults)	Charter Coach Category 22-60 Persons (Youth & Adults)
0-25 Miles	\$ _____ per trip	\$ _____ per trip
26-50 Miles	\$ _____ per trip	\$ _____ per trip
51-100 Miles	\$ _____ per trip	\$ _____ per trip

Extended trips will be subject to an additional \$ \_\_\_\_\_ per hour charge for hours exceeding five (5) hours.

Price per bus category for Type B reservations based on a five (5) hour trip:

Round Trip	School Bus Category 16-22 Persons (Adults)	School Bus Category 22 – 60 Persons (Youth & Adults)	School Bus Category 45-79 Persons (Youth & Adults)
0-25 Miles	\$ _____ per trip	\$ _____ per trip	\$ _____ per trip
26-50 Miles	\$ _____ per trip	\$ _____ per trip	\$ _____ per trip
51-100 Miles	\$ _____ per trip	\$ _____ per trip	\$ _____ per trip

Price per bus category for Type B reservations based on a five (5) hour trip:

Round Trip	Charter Coach Category 16-22 Persons (Adults)	Charter Coach Category 22-60 Persons (Youth & Adults)
0-25 Miles	\$ _____ per trip	\$ _____ per trip
26-50 Miles	\$ _____ per trip	\$ _____ per trip
51-100 Miles	\$ _____ per trip	\$ _____ per trip

Extended trips will be subject to an additional \$ \_\_\_\_\_ per hour charge for hours exceeding five (5) hours.

Price per bus category for Type C reservations(Circle One – Mile or Hour):

Round Trip	School Bus Category 16-22 Persons (Adults)	School Bus Category 22 – 60 Persons (Youth & Adults)	School Bus Category 45-79 Persons (Youth & Adults)
As Directed	\$ _____ per mile/hour	\$ _____ per mile/hour	\$ _____ per mile/hour

Price per bus category for Type C reservations (Circle One – Mile or Hour):

Round Trip	Charter Coach Category 16-22 Persons (Adults)	Charter Coach Category 22-60 Persons (Youth & Adults)
As Directed	\$ _____ per mile/hour	\$ _____ per mile/hour

Minimum number of hours required for Type C reservations: \_\_\_\_\_

**EXHIBIT F-3 - Continued**

**FEE SCHEDULE**

**Contract Year Two**

Price per bus category for Type D reservations based on a five (5) hour trip:

Round Trip	<b>School Bus Category 16-22 Persons (Adults)</b>	<b>School Bus Category 22 – 60 Persons (Youth &amp; Adults)</b>	<b>School Bus Category 45-79 Persons (Youth &amp; Adults)</b>
0-25 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip

Price per bus category for Type D reservations based on a five (5) hour trip:

Round Trip	<b>Charter Coach Category 16-22 Persons (Adults)</b>	<b>Charter Coach Category 22-60 Persons (Youth &amp; Adults)</b>
0-25 Miles	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip

**Cancellation Fee:** CITY shall pay CONTRACTOR \$\_\_\_\_\_ if CITY cancels a reservation less than twenty-four (24) hours before the scheduled service date and time.

**EXHIBIT F-4****FEE SCHEDULE****Contract Year Three**

The prices listed on pages 38 and 39 apply from September 1, 2021 through A 31, 2022 ("Contract Year Three"):

Price per bus category for Type A reservations based on a five (5) hour trip:

Round Trip	School Bus Category 16-22 Persons (Adults)	School Bus Category 22 – 60 Persons (Youth & Adults)	School Bus Category 45-79 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip

Price per bus category for Type A reservations based on a five (5) hour trip:

Round Trip	Charter Coach Category 16-22 Persons (Adults)	Charter Coach Category 22-60 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip

Extended trips will be subject to an additional \$\_\_\_\_\_ per hour charge for hours exceeding five (5) hours.

Price per bus category for Type B reservations based on a five (5) hour trip:

Round Trip	School Bus Category 16-22 Persons (Adults)	School Bus Category 22 – 60 Persons (Youth & Adults)	School Bus Category 45-79 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip

Price per bus category for Type B reservations based on a five (5) hour trip:

Round Trip	Charter Coach Category 16-22 Persons (Adults)	Charter Coach Category 22-60 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip

Extended trips will be subject to an additional \$\_\_\_\_\_ per hour charge for hours exceeding five (5) hours.

Price per bus category for Type C reservations (Circle One – Mile or Hour):

Round Trip	School Bus Category 16-22 Persons (Adults)	School Bus Category 22 – 60 Persons (Youth & Adults)	School Bus Category 45-79 Persons (Youth & Adults)
As Directed	\$_____ per mile/hour	\$_____ per mile/hour	\$_____ per mile/hour

Price per bus category for Type C reservations (Circle One – Mile or Hour):

Round Trip	Charter Coach Category 16-22 Persons (Adults)	Charter Coach Category 22-60 Persons (Youth & Adults)
As Directed	\$_____ per mile/hour	\$_____ per mile/hour

Minimum number of hours required for Type C reservations: \_\_\_\_

**EXHIBIT F-4 - Continued****FEE SCHEDULE****Contract Year Three**

Price per bus category for Type D reservations based on a five (5) hour trip:

Round Trip	School Bus Category 16-22 Persons (Adults)	School Bus Category 22 – 60 Persons (Youth & Adults)	School Bus Category 45-79 Persons (Youth & Adults)
0-25 Miles	\$ _____ per trip	\$ _____ per trip	\$ _____ per trip
26-50 Miles	\$ _____ per trip	\$ _____ per trip	\$ _____ per trip
51-100 Miles	\$ _____ per trip	\$ _____ per trip	\$ _____ per trip

Price per bus category for Type D reservations based on a five (5) hour trip:

Round Trip	Charter Coach Category 16-22 Persons (Adults)	Charter Coach Category 22-60 Persons (Youth & Adults)
0-25 Miles	\$ _____ per trip	\$ _____ per trip
26-50 Miles	\$ _____ per trip	\$ _____ per trip
51-100 Miles	\$ _____ per trip	\$ _____ per trip

**Cancellation Fee:** CITY shall pay CONTRACTOR \$\_\_\_\_\_ if CITY cancels a reservation less than twenty-four (24) hours before the scheduled service date and time.

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**EXHIBIT G-1****INSURANCE REQUIREMENTS****“WORKERS’ COMPENSATION” INSURANCE**

1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— for the duration of this Agreement:

- (A) Complete Workers’ Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and
- (B) Employer’s Liability insurance in an amount not less than:
  - (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
  - (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
  - (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

1.2 CONTRACTOR shall provide CITY with a “*certificate of insurance*” and a subrogation endorsement, “*Waiver of Our Right to Recover From Others*”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement’s workers’ compensation insurance requirements.

1.3 CITY shall not be liable to CONTRACTOR’s personnel, or anyone CONTRACTOR directly or indirectly employs or uses, for a claim at law or in equity arising out of CONTRACTOR’s failure to comply with this Agreement’s workers’ compensation insurance requirements.

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**EXHIBIT G-2****INSURANCE REQUIREMENTS****“COMMERCIAL GENERAL LIABILITY” OR “BUSINESSOWNERS LIABILITY” INSURANCE**

1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— a “Commercial General Liability” or a “Businessowners Liability” insurance policy on an occurrence basis to fully protect CONTRACTOR and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives (collectively, “CITY AND ITS REPRESENTATIVES”) as additional insureds.

1.2 Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to CONTRACTOR. If CONTRACTOR has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

- (A) TEN MILLION DOLLARS (\$10,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;
- (B) TEN MILLION DOLLARS (\$10,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;
- (C) TEN MILLION DOLLARS (\$10,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage;
- (D) THREE MILLION DOLLARS (\$3,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for sexual abuse or molestation to any one person; and
- (E) TEN MILLION DOLLARS (\$10,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.

1.3 The liability insurance must include all major divisions of coverage and must cover:

- (A) Premises Operations (including Explosion, Collapse, and Underground [“X,C,U”] coverages as applicable);
- (B) Independent Contractors’ Protective Liability;
- (C) Products and Completed Operations (maintain same limits as above until five (5) years after: recordation of the Notice of Completion or final close-out of the Agreement);
- (D) Personal and Advertising Injury (with Employer’s Liability Exclusion deleted);
- (E) Contractual Liability;
- (F) Broad Form Property Damage; and
- (G) Sexual Abuse or Molestation Liability (including coverage for: (i) physical, emotional, psychological injury or harm of a person; and (ii) negligent employment, supervision, investigation, reporting or failing to report to proper authorities, or retention of an employee, agent, representative, volunteer, Subcontractor, or person whose actual, alleged, attempted, or threatened behavior, conduct, or verbal or nonverbal communication— whether or not intentional— results in physical, emotional, psychological injury or harm of a person or persons).

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1.4 CONTRACTOR shall provide CITY with a “*certificate of insurance*” and an “*additional insured endorsement*”—on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative—which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

**EXHIBIT G-3**  
**INSURANCE REQUIREMENTS**

**“BUSINESS AUTOMOBILE” LIABILITY INSURANCE**

1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— a “Business Automobile” insurance policy on an occurrence basis to fully protect CONTRACTOR and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as additional insureds.

1.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

- (A) FIVE MILLION DOLLARS (\$5,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
- (B) FIVE MILLION DOLLARS (\$5,000,000) per occurrence for property damage; or
- (C) TEN MILLION DOLLARS (\$10,000,000) combined single limit (“CSL”).

1.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.

1.4 CONTRACTOR shall provide CITY with a “*certificate of insurance*” and an “*additional insured endorsement*”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

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**EXHIBIT G-4**  
**INSURANCE REQUIREMENTS**

**GENERAL REQUIREMENTS**

1.1 At all times, the insurance company issuing the policy must meet all three of these requirements:

- (A) It must be “admitted” insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance’s “List of Approved Surplus Line Insurers” (“LASLI”);
- (B) It must be domiciled within, and organized under the laws of, a State of the United States; and
- (C) It must carry a minimum A.M. Best Company Financial Strength Rating of “A:VII,” or better.

1.2 If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, CONTRACTOR shall submit to CITY— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages’ continuation.

1.3 A deductible or self-insured retention is subject to CITY’s review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

- (A) The amount of the deductible, or self-insured retention, or both;
- (B) Whether a limit of insurance has been lowered by any pending or paid claim; and
- (C) The current limit amount, as lowered by the pending or paid claim.

1.4 Despite any conflicting or contrary provision in CONTRACTOR’s insurance policy:

- (A) If CONTRACTOR’s insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, “its representatives”) as additional insureds, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:
  - (1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and
  - (2) Defend— and pay the costs of defending— CITY, or its representatives, or both;
- (B) CONTRACTOR’s insurance is primary;
- (C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONTRACTOR’s insurance;
- (D) CITY’s insurance, or self-insurance, or both, will not contribute with CONTRACTOR’s insurance policy;
- (E) CONTRACTOR and CONTRACTOR’s insurance company waive— and shall not exercise— any right of recovery or subrogation that CONTRACTOR or the insurer may have against CITY, or its representatives, or both;
- (F) CONTRACTOR’s insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company’s limits of liability;
- (G) CONTRACTOR’s insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and
- (I) CITY is not liable for a premium payment or another expense under CONTRACTOR’s policy.

**1.5** At any time during the duration of this Agreement, CITY may do any one or more of the following:

- (A) Review this Agreement's insurance coverage requirements; or
- (B) Require that CONTRACTOR:
  - (1) Obtain, pay for, and maintain more or less insurance depending on CITY's assessment of any one or more of the following factors:
    - (a) CITY's risk of liability or exposure arising out of, or in any way connected with, the services of CONTRACTOR under this Agreement;
    - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of CONTRACTOR under this Agreement; or
    - (c) The availability, or affordability, or both, of increased liability insurance coverage;
  - (2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or
  - (3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suit arising out of this Agreement.

**1.6** CONTRACTOR shall maintain the insurance policy without interruption, from the Services' commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONTRACTOR must maintain after the Final Payment.

**1.7** CONTRACTOR's insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

**1.8** CONTRACTOR shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONTRACTOR shall deliver to CITY evidence of the required coverage as proof that CONTRACTOR's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

**1.9** At any time, upon CITY's request, CONTRACTOR shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONTRACTOR's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.

**1.10** If CONTRACTOR hires, employs, or uses a Subcontractor to perform work, services, operations, or activities on CONTRACTOR's behalf, CONTRACTOR shall ensure that the Subcontractor:

- (A) Meets, and fully complies with, this Agreement's insurance requirements;
- (B) Delivers to CITY— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and
- (C) Furnishes CITY, at any time upon its request, with a complete copy of the Subcontractor's insurance policy or policies for CITY's review, or approval, or both.

**1.11** CONTRACTOR's failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or suspend CONTRACTOR's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONTRACTOR.

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**EXHIBIT G-5**  
**INSURANCE REQUIREMENTS**

**CONTRACTOR'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS**

1.1 CONTRACTOR shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONTRACTOR signs and delivers the Agreement to CITY, CONTRACTOR also shall deliver:

- (A) A "certificate of insurance" for each required liability insurance coverage;
- (B) An additional insured endorsement for Commercial General Liability coverage or Businessowners Liability coverage and Automobile Liability coverage, unless this Agreement does not require CONTRACTOR to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;
- (C) A "certificate of insurance" for Workers' Compensation insurance; or  
If CONTRACTOR is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California; or  
If CONTRACTOR is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form;
- (D) A subrogation endorsement, "*Waiver of Our Right to Recover From Others,*" for Workers' Compensation coverage; and
- (E) A complete copy of CONTRACTOR's Professional Liability insurance policy, including all forms and endorsements attached to it.

1.2 CITY will neither sign this Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved the insurance documents. CITY's decision as to the acceptability of all insurance documents is final. Unless CONTRACTOR obtains CITY's written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

**INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION**

2.1 This Agreement's insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions in the Agreement; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in the Agreement.

---

**EXHIBIT H-1**  
**PERFORMANCE BOND REQUIREMENTS AND FORM**

1. At its expense, the successful Proposer must obtain and furnish a Performance Bond, using the form attached to the RFP. In light of current surety industry underwriting practices of writing a bond for a one year period, the successful Proposer shall furnish the Performance Bond on an annual basis, in an amount equal to:
  - \$95,000 for the first year of the Contract (September 1, 2019 to August 31, 2020).
  - \$100,000 for the second year of the Contract (September 1, 2020 to August 31, 2021).
  - \$105,000 for the third year of the Contract (September 1, 2021 to August 31, 2022).
2. The successful Proposer shall promptly submit to the City a duly executed extension, renewal, or replacement bond, for the City's review and approval, at least sixty (60) days before the anniversary of the Effective Date of the Contract. The successful Proposer's timely submission of the annual Performance Bond is a condition to City's obligation to make payments to the successful Proposer.
2. The attached Performance Bond form must be used without alteration. No substitution of the form will be permitted without the City's prior written approval.
3. The surety company underwriting the bond:
  - A. Must be a California admitted surety company (as defined by California Code of Civil Procedure Sections 995.120 and 995.311), with a minimum A.M. Best Company Financial strength rating of "A:VII" or better;
  - B. Must have an authorized agent with an office in California;
  - C. Must attach a power of attorney, authorizing the person to sign the bond on the surety company's behalf ("designated representative");
  - D. Must submit all documents enumerated in California Code of Civil Procedure Section 995.660, if the surety company is not identified in the U.S. Department of the Treasury's most current "Listing of Approved Sureties" (Department Circular 570). If all required documents accompany the bond and the documents contain the requisite information, the admitted surety company will be deemed accepted or approved as surety on the bond unless specifically rejected by the City; and
  - E. Is subject to the City Attorney's review and approval.
4. The successful Proposer and the surety company must sign the bond.
5. A Notary Public must acknowledge the signature of the successful Proposer and the surety's designated representative.
6. The City will not sign the Contract nor issue the Notice to Proceed until the City receives and approves the Performance Bond.
7. While the Contract is in effect, if a surety, in the City's opinion, is or becomes non-responsible or otherwise unacceptable to the City, the City may require other new or additional sureties, which the successful Proposer shall furnish to the City's satisfaction within ten (10) days after the notification date listed in the City's notice. If the Successful Proposer refuses or fails to furnish new or additional sureties, the City may immediately invoke any one or more of the remedies listed under the Contract, or allowed by law, or both, including the remedy— as provided in the Performance Bond— of purchasing the materials, or obtaining the Services, or doing both, from another contractor, person, entity, or organization.
8. The City's decision as to the acceptability of any surety and the bond are final.

**EXHIBIT H-2  
PERFORMANCE BOND**

Bond No.: \_\_\_\_\_  
Premium Amount: \$ \_\_\_\_\_  
Bond's Effective Date: \_\_\_\_\_

**RECITALS:**

1. The City of Glendale, California ("City"), has awarded to

\_\_\_\_\_  
(Name, address, and telephone of Contractor)

\_\_\_\_\_  
("Principal"),

a Contract (the "Contract") for the Services described as follows:

\_\_\_\_\_  
Bus Transportation Services

\_\_\_\_\_  
in Glendale, CA.

2. Principal is required under the terms of the Contract— and all contract documents referenced in it ("Contract Documents")— to furnish a bond guaranteeing Principal's faithful performance of the Services.

3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

**OBLIGATION:**

**THEREFORE**, for value received, We, Principal and

\_\_\_\_\_  
(Name, address, and telephone of Surety)

\_\_\_\_\_  
("Surety"),

a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("the Bonded Sum"), this amount

comprising not less than the total Contract Sum, in lawful money of the United States of America.

The California Licensed Resident Agent for Surety is:

\_\_\_\_\_  
(Name, address, and telephone)

Registered Agent's California Department of Insurance License No. \_\_\_\_\_.

**THE CONDITION OF THIS BOND'S OBLIGATION IS THAT**, if Principal promptly and faithfully performs the undertakings, terms, covenants, conditions, and agreements in the Contract and Contract Documents (including all their amendments and supplements), all within the time and in the manner that those documents specify, then this obligation becomes null and void. Otherwise, this Bond remains in full force and effect, and the following terms and conditions apply to this Bond:

1. This Bond specifically guarantees Principal's performance of each obligation and all obligations under the Contract and Contract Documents, as they may be amended and supplemented— including, but not limited to, Principal's liability for liquidated damages, Warranties, Guarantees, Correction, and Maintenance obligations as specified in the Contract and Contract Documents— except that Surety's total obligation, as described here, will not exceed the Bonded Sum.
2. For those obligations of Principal that survive Final Completion of the Services described in the Contract and Contract Documents, the guarantees in this Bond also survive Final Completion of the Services.
3. When City declares that Principal is in default under the Contract, or Contract Documents, or both, Surety shall promptly: (a) remedy the default; (b) complete the Project according to the Contract Documents' terms and conditions then in effect; or (c) using a procurement methodology approved by City, select a contractor or contractors— acceptable to City— to complete all of the Services, and arrange for a contract between the contractor(s) and City. Surety shall make available, as the Services progresses, sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract and Contract Documents— including other costs and damages for which Surety is liable under this Bond— except that Surety's total obligation, as described here, will not exceed the Bonded Sum.
4. An alteration, modification, change, addition, deletion, omission, agreement, or supplement to the Contract, Contract Documents, or the nature of the Services performed under the Contract or Contract Documents— including, without limitation, an extension of time for performance— does not, in any way, affect Surety's obligations under this Bond. Surety waives any notice of alteration, modification, change, addition, deletion, omission, agreement, supplement, or extension of time.
5. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing Principal's faithful performance of the Services.
6. No right of action accrues on this Bond to any entity other than City or its successors and assigns.

- 7. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay— in addition to the Bonded Sum— City's reasonable attorneys' fees and litigation costs, in an amount the court fixes. Principal and Surety agree that this Bond is not a part of the Contract, this Bond is a separate obligation of the Principal and its Surety, and any attorneys' fee provision contained in this Bond does not apply to the Contract. If any litigation occurs between the parties arising from the breach of the Contract, each party will bear its own attorneys' fees in the litigation.
- 8. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

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

PRINCIPAL:

SURETY:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Name)

Its: \_\_\_\_\_  
(Title)

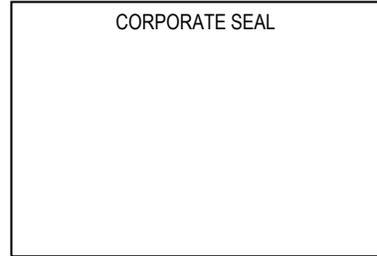
Its: \_\_\_\_\_  
(Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



- THIS BOND MUST BE EXECUTED IN TRIPPLICATE.
- EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.
- THE PRINCIPAL'S AND ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.
- A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.

APPROVED AS TO SURETY AND  
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By \_\_\_\_\_  
Director of Community Services & Parks

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



**BUS TRANSPORTATION SERVICES PROPOSAL FORM (PF)**  
**FOR**  
**CITY OF GLENDALE**  
**COMMUNITY SERVICES & PARKS DEPARTMENT**  
**BUS TRANSPORTATION SERVICES**

<b>Name of Business:</b>	
<b>Tax Identification Number:</b>	
<b>Contact Name:</b>	
<b>Contact Phone Number:</b>	
<b>Contact Email Address:</b>	
<b>Business Address: City, State, and Zip Code</b>	
<b>Company Web Site: (If applicable)</b>	
<b>Number of Years in Service:</b>	

**TO THE CITY OF GLENDALE, CALIFORNIA:**

In response to the Request for Proposals ("RFP") by the City of Glendale ("City"), the undersigned person or entity ("Proposer") now submits this Proposal ("Proposal"), with the accompanying forms and attachments.

1. In submitting this Proposal, Proposer certifies that:
  - A. Proposer has read, examined, and is fully familiar with all three of the items below (collectively, "the Documents"):
    - (1) The RFP's provisions;
    - (2) The Contract's terms, conditions, requirements, specifications, and minimum performance standards; and
    - (3) Any Addenda issued during the proposal period;
  - B. Proposer has carefully checked all words, figures, and statements made in the Documents;
  - C. Proposer is satisfied that the Documents are accurate;
  - D. Proposer understands and accepts all of the Documents' provisions;
  - E. Proposer has fully considered all other matters that may affect, in any way, Proposer's services or costs;
  - F. If Proposer is awarded a Contract, Proposer will not make a claim against City based upon ignorance of local conditions or misunderstanding of any of the Contract's provisions. If the conditions turn out otherwise than what Proposer anticipated, Proposer agrees to assume all risks incident to it;
  - G. Proposer offers to fully perform all of the duties and obligations specified in the Documents in exchange for the consideration described in the Documents;

- 
- H. This Proposal is an irrevocable offer for a period of at least ninety (90) calendar days following City's opening of all Proposals;
- I. Except as the Contract or California law allows, City is not liable or responsible for any costs, fees, or expenses that Proposer incurs for any one or more of the following:
- (1) Responding to this RFP;
  - (2) Anticipating or preparing for an award of a Contract;
  - (3) Obtaining any equipment, personnel, facilities, or other items to comply with the Documents' provisions; or
  - (4) Performing the services under the Contract;
- J. Within fourteen (14) calendar days after City issues the Notice of Award of Contract, or within any extension that City may allow, Proposer agrees to:
- (1) Sign and deliver the Contract, of which the RFP, its attached Exhibits, and the Notice calling for Proposals are a part; and
  - (2) Furnish the Performance Bond and Insurance that the Documents require; and
- K. At its expense, Proposer agrees to indemnify, defend, and hold harmless City and its officers, agents, employees, and representatives— from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs, and expenses (including attorneys' fees, litigation, arbitration, mediation, appeal expenses), if a dispute, lawsuit, or other proceeding arises out of any one or more of the following:
- (1) Proposer's submitting the Proposal;
  - (2) City's accepting Proposer's Proposal; or
  - (3) City's awarding a Contract to Proposer in compliance with this RFP, or state, federal, or local laws.
2. Under the penalty of perjury, Proposer certifies that:
- A. This Proposal is genuine, is not a sham or collusive, and is not made in the interest of, or on behalf of, any person, partnership, corporation, firm, organization, or another entity not named or disclosed in the Proposal;
  - B. Proposer did not, directly or indirectly, induce, agree, or solicit anyone else to submit a false or sham Proposal, to refrain from proposing, to withdraw a Proposal, or to attempt to induce an action prejudicial to City's interests;
  - C. Proposer has not sought by collusion, in any manner, to secure for Proposer any advantage over other proposers; and
  - D. All facts and statements in the Proposal are completely true, accurate, and correct.

- E. By signing this Proposal, each individual below represents and warrants that the individual:
  - (1) Has the right, power, legal capacity, and authority not only to sign this Proposal on the Proposer's behalf, but also to bind the Proposer to this Proposal; and
  - (2) Binds the Proposer to this Proposal.

**SIGNATURE MUST BE ACKNOWLEDGED BEFORE A NOTARY (USE FORM PF - Page 5)**

**PROPOSER:**

By \_\_\_\_\_  
Signature

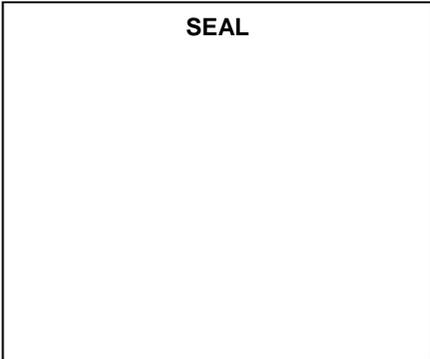
Name \_\_\_\_\_  
Printed

Its \_\_\_\_\_  
Title

Address \_\_\_\_\_

Telephone \_\_\_\_\_

**IF PROPOSER IS A CORPORATION,  
PLACE IMPRINT OF CORPORATE SEAL  
BELOW:**



**IF PROPOSER IS A PARTNERSHIP,  
JOINT VENTURE, OR OTHER LEGAL ENTITY,  
THEN EACH PARTNER, PRINCIPAL, OR  
INDIVIDUAL MUST SIGN THIS PROPOSAL ON  
PF - Page 4, IN FRONT OF A NOTARY**

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**ADDITIONAL SIGNATURE PAGE  
FOR PROPOSAL**

**SIGNATURES MUST BE ACKNOWLEDGED  
BEFORE A NOTARY (USE FORM PF - Page 5)**

**PROPOSER:**

By \_\_\_\_\_  
Signature  
Name \_\_\_\_\_  
Printed  
Its \_\_\_\_\_  
Title  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

By \_\_\_\_\_  
Signature  
Name \_\_\_\_\_  
Printed  
Its \_\_\_\_\_  
Title  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

By \_\_\_\_\_  
Signature  
Name \_\_\_\_\_  
Printed  
Its \_\_\_\_\_  
Title  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Name and Title of the Officer  
personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title: \_\_\_\_\_
- Partner:  Limited  General
- Attorney-In-Fact
- Trustee
- Guardian  Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of Thumb Here

Signer is representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title: \_\_\_\_\_
- Partner:  Limited  General
- Attorney-In-Fact
- Trustee
- Guardian  Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of Thumb Here

Signer is representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I. EXPERIENCE FORM – MINIMUM QUALIFICATIONS

***Below is a list of at least one (1) government contract or public agency contract in California that is comparable in scope and scale to this Project, within five (5) years before the Proposal:***

	CONTRACT START DATE	CONTRACT END DATE	CONTRACT \$ AMOUNT	SERVICES PROVIDED TO	ADDRESS	CONTACT NAME/TITLE	CONTACT PHONE NUMBER
1							
2							
3							

II. PROPOSER'S QUALIFICATIONS STATEMENT

All responses must be typewritten or printed legibly in ink. When additional space is needed to explain an answer, attach sheets as necessary Failure to (1) complete this form, (2) return it, or (3) attach a required document may render the Proposal non-responsive.

1. BUSINESS ORGANIZATION / STRUCTURE

1.1 Your firm is a:

- Corporation
- Sole Proprietorship
- Partnership
- Limited Liability Company
- Other: \_\_\_\_\_

1.2 If your firm is a **corporation**, answer the following:

1.2.1 Date of incorporation: \_\_\_\_\_

1.2.2 State of incorporation: \_\_\_\_\_

1.2.3 Corporate ID number: \_\_\_\_\_

1.2.4 President's name: \_\_\_\_\_

1.2.5 Is your firm a publicly traded corporation?

- YES
- NO

1.2.6 For any person, firm or entity who owns 25% or more of the corporation's stock, identify the individual, firm or entity and the corresponding percentage of ownership:

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

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

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

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

1.3 If your firm is a **limited liability company**, answer the following:

1.3.1 Date of formation: \_\_\_\_\_

1.3.2 State of formation: \_\_\_\_\_

1.3.3 Secretary of State's File or ID number: \_\_\_\_\_

1.3.4 Chief Executive Officer's name: \_\_\_\_\_

1.3.5 Name of Manager(s): \_\_\_\_\_  
\_\_\_\_\_

1.3.6 For any person, firm or entity whose ownership or membership interest in the company exceeds 25%, identify the individual, firm or entity and the corresponding percentage of ownership or membership:

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

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

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

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

1.4 If your firm is a **partnership**, answer the following:

1.4.1 Date of formation: \_\_\_\_\_

1.4.2 Type of partnership (General, Limited, LLP): \_\_\_\_\_

1.4.3 Secretary of State's Registration or ID number: \_\_\_\_\_

1.4.4 List the name of the General Partner(s) and any individual who has any equity interest in the partnership:

\_\_\_\_\_  
\_\_\_\_\_

1.4.5. List jurisdictions in which your firm's fictitious name (dba) is filed:

\_\_\_\_\_

1.5 If your firm is **individually owned** (a sole proprietorship), answer the following:

1.5.1 Date your firm started: \_\_\_\_\_

1.5.2 Name of owner: \_\_\_\_\_

1.5.3 List jurisdictions in which your firm's fictitious name (dba) is filed:

\_\_\_\_\_

1.6 If your firm is other than the type listed above, such as a **joint venture, consortium, trust, association or other combination**, describe the business organization or structure, identify the principals, and list their corresponding percentage of ownership or control:

1.6.1 Description of business organization or structure: \_\_\_\_\_

\_\_\_\_\_

1.6.2 Principals and their corresponding percentage of ownership or control:

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

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

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

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

**2. OWNERSHIP AND NAME CHANGES**

2.1 How many years has your firm been in business under its present name? \_\_\_\_\_

2.2 In the past five years, has your firm changed names?

YES       NO

If **Yes**, list all prior names, addresses, and the dates they were used. Explain the reason for each name change:

2.2.1 Prior name: \_\_\_\_\_

2.2.2 Address: \_\_\_\_\_

2.2.3 Reason name changed: \_\_\_\_\_

2.2.4 Starting / ending dates of prior name: \_\_\_\_\_ / \_\_\_\_\_

2.3 Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

YES       NO

If **Yes**, explain the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm:

2.3.1 Associated firm's name: \_\_\_\_\_

2.3.2 Address: \_\_\_\_\_

2.3.3 Relationship between your firm and the associated firm: \_\_\_\_\_

\_\_\_\_\_

2.3.4 Principals and their corresponding percentage of ownership or control:

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

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

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

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

**3. MOTOR CARRIER CERTIFICATES**

3.1. Provide the following government agency certificate, permit, or authorization number. If not applicable, write N/A.

3.1.1. CHP-issued CA #: \_\_\_\_\_

3.1.2. U.S. DOT #: \_\_\_\_\_

3.1.3. CPUC-issued PSC Certificate #: \_\_\_\_\_

3.1.4. CPUC-issued TCP Certificate #: \_\_\_\_\_

3.1.5. CPUC-issued TCP Permit #: \_\_\_\_\_

**4. CLAIMS; LAWSUITS; CRIMINAL ACTS**

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

4.1 In the past five years, has your firm or any of its owners, partners, officers, or employees been a defendant in court, or participated in an arbitration or mediation, or administrative hearing on a matter related to:

4.1.1 The performance, non-performance, default, violation, or breach of a contract or agreement?

YES  NO

4.1.2 Damage to a government entity's or a client's premises, facility, or equipment arising out of your equipment, services, or operations?

YES  NO

4.1.3 Employment-related litigation brought by an employee of your firm?

YES  NO

4.1.4 Payment or non-payment to a subcontractor or supplier?

YES  NO

4.1.5 Federal Davis Bacon or California Labor Code requirements relating to underpayment of wages, failure to maintain or produce payroll records, failure to use apprentices in appropriate ratios, or failure to maintain workers' compensation insurance?

YES  NO

4.1.6 Defective, deficient, substandard, or noncompliant work?

YES  NO

If the answer to any question in 4.1.1 to 4.1.6 is **YES**, identify the name of the person or entity that sued (i.e., "the plaintiff") or was involved in the mediation or arbitration; list the date, court, court address, and case number; describe the facts and circumstances giving rise to the lawsuit, mediation, or arbitration; and set forth the outcome or disposition. Attach additional sheets as necessary.

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4.2 Has your firm ever filed a claim for damages or a lawsuit, or requested arbitration or mediation, against a government entity or a client?

**YES**       **NO**

If **YES**, identify the government entity or client; list the date, court and case number; describe the facts and circumstances about the claim for damages, or the lawsuit, or both; and set forth the outcome or disposition. Attach additional sheets as necessary.

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4.3 Are there any pending or outstanding judgments or liens against your firm or any of its owners, partners, officers, or employees?

**YES**       **NO**

If **YES**, identify the name of the person or entity entitled to payment; list the date court and case number; describe the facts and circumstances giving rise to the judgment or lien; and set forth the amount of the judgment or lien. Attach additional sheets if necessary.

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4.4 In the past five years, has any government entity ever: (a) investigated, cited, disciplined, or assessed any penalties or fines against your firm or any of its owners, partners, officers, or employees, (b) determined or concluded that your firm or any of its owners, partners, officers, or employees violated any laws, rules, or regulations, (c) or determined or concluded that one or more of your firm's vehicles or equipment was in an unsafe condition, presented an immediate safety hazard, or had to be taken out of service?

**YES**       **NO**

If **YES**, identify the government entity; list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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4.5 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a felony? (“Convicted” includes a verdict of guilty by a judge or jury, a plea of guilty, a plea of nolo contendere, or a forfeiture of bail.)

YES       NO

If **YES**, explain the details of that conviction and, if so, whether you or said officer have served his or her sentence. Attach additional sheets as necessary.

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4.6 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a crime related to the bidding of a government contract, the awarding of a government contract, or the performance of a government contract?

YES       NO

If **YES**, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

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4.7 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a crime involving embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, or receiving stolen property, or making or submitting a false claim?

YES       NO

If **YES**, identify the crime or offense; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

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4.8 In the past five years, has a government entity determined or concluded that your firm or any of its owners, partners, officers or employees made or submitted a false claim (including a false claim for payment), or made a material misrepresentation?

YES       NO

If **YES**, identify the government entity, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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4.9 Is a government entity currently investigating your firm or any of its owners, partners, officers or employees for making false claim(s) or material misrepresentation(s)?

YES       NO

If **YES**, identify the government entity, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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4.10 Have you or your company ever been charged by any governmental agency for failure to follow safety procedures?

YES       NO

If **YES**, explain. Attach additional sheets as necessary.

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4.11 Has any governmental agency ever submitted a complaint against you to the California State Labor Commission for failure to submit certified payrolls or use apprentices in proper ratios?

YES       NO

If **YES**, provide the details of such complaint. Attach additional sheets as necessary.

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4.12 Has any governmental agency ever issued against you or one of your subcontractors Civil Wage and Penalty Assessments?

YES       NO

If **YES**, list all Civil Wage and Penalty Assessments date and dollar amount issued against you or one of your subcontractor by any of the following entities: the California Department of Industrial Relations, a California public entity, or federal public entity, in the last five years and explain how the assessment was resolved. Attach additional sheets as necessary.

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**5. FIRM'S OPERATIONAL STATUS**

5.1. In the past seven years, has your firm, or anyone else acting on behalf of your firm, filed for bankruptcy, insolvency, receivership, or reorganization?

YES       NO

If **YES**, list the filing date, identify the court and case number; describe the facts and circumstances giving rise to each instance; and set forth the disposition or current status. Attach additional sheets as necessary.

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5.2. In the past five years, has your firm had any consolidations, mergers, acquisitions, closings, layoffs or staff reductions?

YES       NO

If **YES**, list the filing date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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5.3. Is your firm in the process of, or in negotiations toward: (a) consolidating, merging, selling, or closing its business, or (b) laying off employees or reducing staff?

YES       NO

If **YES**, describe the transaction; list the anticipated date for completing the transaction, laying off employees, or reducing staff; and describe the facts, circumstances, and reason for taking the action. Attach additional sheets as necessary.

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**6. BIDDING; DEBARMENT; CONTRACT PERFORMANCE**

6.1. Has a government entity ever debarred, disqualified, removed, suspended, or otherwise prevented your firm from bidding on, contracting, or completing a construction project?

YES       NO

If **YES**, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance, and state the reason for the government entity's action against your firm. Attach additional sheets as necessary.

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6.2. Has a government entity ever rejected your firm's Bid or Proposal on the ground that your firm is a "non-responsible" bidder or proposer?

YES       NO

If **YES**, identify the name of the government entity, list the date, describe the facts and circumstances about each instance, and state the reason or basis for the government entity's determining that your firm was a "non-responsible" bidder. Attach additional sheets as necessary.

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6.3. Has your firm ever failed to fulfill or perform — either partially or completely — a contract or an agreement with a government entity or a client?

YES       NO

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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6.4. In the past five years, has any officer or principal of your firm been an officer of another firm which failed to perform a contract or agreement?

YES       NO

If **YES**, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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6.5. Has your firm ever advised a government entity or a client, while your firm was under contract with the government entity or client, that your firm could not (or would not) fulfill or perform — either partially or completely — the contract or the agreement based on the prices that your firm had originally submitted in a Bid or a Proposal?

YES       NO

If **YES**, list the date, identify the name of the government entity or client, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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6.6. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to renegotiate one or more terms of the existing contract or agreement?

YES       NO

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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6.7. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to: (a) cancel the contract or agreement, or (b) release or discharge your firm from the contract or agreement?

YES       NO

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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6.8. Has a government entity or a client ever terminated, suspended, or non-renewed your firm's contract or agreement before its completion?

YES       NO

If **YES**, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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6.9. Has a government entity or a client ever notified or advised your firm that your firm's performance under a contract or agreement was poor, substandard, defective, deficient, or non-compliant?

YES       NO

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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6.10. In the past five years, has your firm paid, or has your firm been assessed, liquidated damages on a contract or agreement?

YES       NO

If **YES**, identify all such contracts/projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed, and all other information necessary to fully explain the assessment or payment of liquidated damages. Attach additional sheets as necessary.

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**7. INSURANCE AND BONDS**

7.1. In the past ten years, has an insurance company or a surety company:

7.1.1. Refused to insure your firm for liability coverage?

YES       NO

7.1.2. Canceled or non-renewed your firm's insurance coverage?

YES       NO

7.1.3. Refused to issue your firm a bond?

YES       NO

7.1.4. Canceled or revoked a bond obtained by your firm?

YES       NO

If the answer to any question in 7.1.1 to 7.1.4 is **YES**, identify the name of the insurance company or surety company, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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7.2 In the past ten (10) years, has an insurance company or surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims against a performance bond, payment bond, or maintenance bond issued on your firm's behalf?

YES       NO

If **YES**, identify each contract completed or amount of each claim, the name and telephone number of the claimant, the date, grounds and current status of the claim, and if resolved, the method, nature, and amount of the resolution. Attach additional sheets as necessary.

7.3 A Proposer who is awarded a contract must maintain liability and workers' compensation insurance, as more fully described in the RFP and the Contract. Place an "X" below, to indicate the type of insurance coverage that your firm now has:

- Commercial General Liability
- Business Automobile Liability
- Workers' Compensation Liability
- Cyber Risk and Privacy Liability
- Excess Liability or Umbrella

7.4 If your firm is self-insured, identify the liability(s) listed above for which your firm insures itself, and set forth the amount of the self-insured retention (SIR):

Liability: \_\_\_\_\_ SIR amount: \_\_\_\_\_

Liability: \_\_\_\_\_ SIR amount: \_\_\_\_\_

Liability: \_\_\_\_\_ SIR amount: \_\_\_\_\_

**8. CREDIT AND REFERENCE CHECK**

8.1 The City of Glendale may: (1) request credit reports, or investigative reports, or both, about your firm, and (2) contact the references, government entities, and other persons listed in this Proposal. The City of Glendale will use this information to evaluate your firm's financial resources, responsibility, and integrity with respect to this Proposal, an award of the Contract, or any contract renewal. The City of Glendale will treat any information that it obtains now or later as confidential.

8.1.1 Does your firm authorize the City of Glendale to obtain credit and investigative reports about your firm?

YES     NO

8.1.2 Does your firm authorize the references, government entities, and other persons listed in this Proposal to release information about your firm to the City of Glendale?

YES     NO



<p><b>Does your company have a Preventative Maintenance Plan (PM Plan)?</b></p> <ul style="list-style-type: none"> <li>• If YES, attach a copy of your PM Plan.</li> <li>• If NO, attach a document stating how the company conducts routine maintenance and as-needed maintenance to vehicles.</li> </ul>	<p><input type="checkbox"/> YES   <input type="checkbox"/> NO</p>
<p><b>Does your company conduct vehicle maintenance and service to vehicles in-house?</b></p> <ul style="list-style-type: none"> <li>• If YES, proceed to next section below in this RFP</li> <li>• If NO: <ul style="list-style-type: none"> <li>▪ State how your company provides maintenance and service to its vehicles.</li> <li>▪ Attach documents that show, or describe (using additional pages), the selection and hiring criteria and procedures that Proposer uses for a third-party company that provides mechanical maintenance to your bus fleet.</li> </ul> </li> </ul>	<p><input type="checkbox"/> YES   <input type="checkbox"/> NO</p>

**LIST TRANSPORTATION COMPANIES THAT YOUR COMPANY HAS AN AGREEMENT WITH TO PROVIDE SERVICES IN THE EVENT YOUR COMPANY'S VEHICLES ARE NOT AVAILABLE.**

<b>Company Name:</b>	
<b>Contact Name:</b>	
<b>Contact Phone Number:</b>	
<b>Contact Email Address:</b>	
<b>Can we contact this company?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Company Name:</b>	
<b>Contact Name:</b>	
<b>Contact Phone Number:</b>	
<b>Contact Email Address:</b>	
<b>Can we contact this company?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Can we contact this company?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO

Attach additional sheets as necessary.

PROVIDE A LIST OF REFERENCES BELOW. MINIMUM OF 3 REFERENCES IS REQUIRED.	
<b>Company or Organization's Name:</b>	
<b>Contact Name:</b>	
<b>Contact Phone Number:</b>	
<b>Contact Email Address:</b>	
<b>Type of Organization:</b>	
<b>Number of years in business with this company or organization:</b>	
<b>Primary relationship to reference:</b> IE: provide transportation services, partner service provider, other (explain)	
<b>Company or Organization's Name:</b>	
<b>Contact Name:</b>	
<b>Contact Phone Number:</b>	
<b>Contact Email Address:</b>	
<b>Type of Organization:</b>	
<b>Number of years in business with this company or organization:</b>	
<b>Primary relationship to reference:</b> IE: provide transportation services, partner service provider, other (explain)	
<b>Company or Organization's Name:</b>	
<b>Contact Name:</b>	
<b>Contact Phone Number:</b>	
<b>Contact Email Address:</b>	
<b>Type of Organization:</b>	
<b>Number of years in business with this company or organization:</b>	
<b>Primary relationship to reference:</b> IE: provide transportation services, partner service provider, other (explain)	

Attach additional sheets as necessary.

**FEE SCHEDULE**

Provide the total price per typical trip, additional hourly rate, cancellation fees, late or no-show credit for three different bus types.

**Contract Year One**

Pricing must be held firm from September 1, 2019 through August 31, 2020.

**\*The prices quoted on these pages must be applicable for duration of the contract year. The City of Glendale’s fiscal year begins July 1<sup>st</sup> of each year and concludes on June 30<sup>th</sup> of the following year. By Contractor’s guaranteeing the price for each contract year, City staff can budget expenditures and allocate funding for transportation services accordingly. PLEASE REFER TO EXHIBIT 1 PG. 21 FOR THE LISTING OF RESERVATION TYPES.**

Price per bus category for Type A reservations based on a five (5) hour trip:

Round Trip	School Bus Category 16-22 Persons (Adults)	School Bus Category 22 – 60 Persons (Youth & Adults)	School Bus Category 45-79 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip

Price per bus category for Type A reservations based on a five (5) hour trip:

Round Trip	Charter Coach Category 16-22 Persons (Adults)	Charter Coach Category 22-60 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip

Extended trips will be subject to an additional \$\_\_\_\_ per hour charge for hours exceeding five (5) hours.

Price per bus category for Type B reservations based on a five (5) hour trip:

Round Trip	School Bus Category 16-22 Persons (Adults)	School Bus Category 22 – 60 Persons (Youth & Adults)	School Bus Category 45-79 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip

Price per bus category for Type B reservations based on a five (5) hour trip:

Round Trip	Charter Coach Category 16-22 Persons (Adults)	Charter Coach Category 22-60 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip

Extended trips will be subject to an additional \$\_\_\_\_ per hour charge for hours exceeding five (5) hours.

Price per bus category for Type C reservations (Circle One – Mile or Hour):			
Round Trip	School Bus Category 16-22 Persons (Adults)	School Bus Category 22 – 60 Persons (Youth & Adults)	School Bus Category 45-79 Persons (Youth & Adults)
As Directed	\$_____ per mile/hour	\$_____ per mile/hour	\$_____ per mile/hour

Price per bus category for Type C reservations (Circle One – Mile or Hour)::		
Round Trip	Charter Coach Category 16-22 Persons (Adults)	Charter Coach Category 22-60 Persons (Youth & Adults)
As Directed	\$_____ per mile/hour	\$_____ per mile/hour

Minimum number of hours required for Type C reservations?  YES  NO If YES, # of hours? \_\_\_\_\_

Price per bus category for Type D reservations based on a five (5) hour trip:			
Round Trip	School Bus Category 16-22 Persons (Adults)	School Bus Category 22 – 60 Persons (Youth & Adults)	School Bus Category 45-79 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip

Price per bus category for Type D reservations based on a five (5) hour trip:		
Round Trip	Charter Coach Category 16-22 Persons (Adults)	Charter Coach Category 22-60 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip

City will pay for a parking fee that Contractor actually and reasonably incurs— without any additional charge or expense markup— as necessitated by the circumstances, including metered parking on the street or a fee charged at the pickup or drop off location for stopping or parking to allow program participants to board the bus or disembark from it.

## Contract Year Two

Pricing must be held firm from September 1, 2020 through August 31, 2021.

**\*The prices quoted on these pages must be applicable for duration of the contract year. The City of Glendale’s fiscal year begins July 1<sup>st</sup> of each year and concludes on June 30<sup>th</sup> of the following year. By Contractor’s guaranteeing the price for each contract year, City staff can budget expenditures and allocate funding for transportation services accordingly. PLEASE REFER TO EXHIBIT 1 PG. 21 FOR THE LISTING OF RESERVATION TYPES.**

Price per bus category for Type A reservations based on a five (5) hour trip:

Round Trip	School Bus Category 16-22 Persons (Adults)	School Bus Category 22 – 60 Persons (Youth & Adults)	School Bus Category 45-79 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip

Price per bus category for Type A reservations based on a five (5) hour trip:

Round Trip	Charter Coach Category 16-22 Persons (Adults)	Charter Coach Category 22-60 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip

Extended trips will be subject to an additional \$\_\_\_\_\_ per hour charge for hours exceeding five (5) hours.

Price per bus category for Type B reservations based on a five (5) hour trip:

Round Trip	School Bus Category 16-22 Persons (Adults)	School Bus Category 22 – 60 Persons (Youth & Adults)	School Bus Category 45-79 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip

Price per bus category for Type B reservations based on a five (5) hour trip:

Round Trip	Charter Coach Category 16-22 Persons (Adults)	Charter Coach Category 22-60 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip

Extended trips will be subject to an additional \$\_\_\_\_\_ per hour charge for hours exceeding five (5) hours.

Price per bus category for Type C reservations (Circle One – Mile or Hour):			
Round Trip	School Bus Category 16-22 Persons (Adults)	School Bus Category 22 – 60 Persons (Youth & Adults)	School Bus Category 45-79 Persons (Youth & Adults)
As Directed	\$_____ per mile/hour	\$_____ per mile/hour	\$_____ per mile/hour

Price per bus category for Type C reservations (Circle One – Mile or Hour):		
Round Trip	Charter Coach Category 16-22 Persons (Adults)	Charter Coach Category 22-60 Persons (Youth & Adults)
As Directed	\$_____ per mile/hour	\$_____ per mile/hour

Minimum number of hours required for Type C reservations?  YES  NO If YES, # of hours? \_\_\_\_\_

Price per bus category for Type D reservations based on a five (5) hour trip:			
Round Trip	School Bus Category 16-22 Persons (Adults)	School Bus Category 22 – 60 Persons (Youth & Adults)	School Bus Category 45-79 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip

Price per bus category for Type D reservations based on a five (5) hour trip:		
Round Trip	Charter Coach Category 16-22 Persons (Adults)	Charter Coach Category 22-60 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip

City will pay for a parking fee that Contractor actually and reasonably incurs— without any additional charge or expense markup— as necessitated by the circumstances, including metered parking on the street or a fee charged at the pickup or drop off location for stopping or parking to allow program participants to board the bus or disembark from it.

## Contract Year Three

Pricing must be held firm from September 1, 2021 through August 31, 2022.

**\*The prices quoted on these pages must be applicable for duration of the contract year. The City of Glendale’s fiscal year begins July 1<sup>st</sup> of each year and concludes on June 30<sup>th</sup> of the following year. By Contractor’s guaranteeing the price for each contract year, City staff can budget expenditures and allocate funding for transportation services accordingly. PLEASE REFER TO EXHIBIT 1 PG. 21 FOR THE LISTING OF RESERVATION TYPES.**

Price per bus category for Type A reservations based on a five (5) hour trip:

Round Trip	School Bus Category 16-22 Persons (Adults)	School Bus Category 22 – 60 Persons (Youth & Adults)	School Bus Category 45-79 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip

Price per bus category for Type A reservations based on a five (5) hour trip:

Round Trip	Charter Coach Category 16-22 Persons (Adults)	Charter Coach Category 22-60 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip

Extended trips will be subject to an additional \$\_\_\_\_ per hour charge for hours exceeding five (5) hours.

Price per bus category for Type B reservations based on a five (5) hour trip:

Round Trip	School Bus Category 16-22 Persons (Adults)	School Bus Category 22 – 60 Persons (Youth & Adults)	School Bus Category 45-79 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip

Price per bus category for Type B reservations based on a five (5) hour trip:

Round Trip	Charter Coach Category 16-22 Persons (Adults)	Charter Coach Category 22-60 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip

Extended trips will be subject to an additional \$\_\_\_\_ per hour charge for hours exceeding five (5) hours.

Price per bus category for Type C reservations (Circle One – Mile or Hour):			
Round Trip	School Bus Category 16-22 Persons (Adults)	School Bus Category 22 – 60 Persons (Youth & Adults)	School Bus Category 45-79 Persons (Youth & Adults)
As Directed	\$_____ per mile/hour	\$_____ per mile/hour	\$_____ per mile/hour

Price per bus category for Type C reservations (Circle One – Mile or Hour):		
Round Trip	Charter Coach Category 16-22 Persons (Adults)	Charter Coach Category 22-60 Persons (Youth & Adults)
As Directed	\$_____ per mile/hour	\$_____ per mile/hour

Minimum number of hours required for Type C reservations?  YES  NO If YES, # of hours? \_\_\_\_\_

Price per bus category for Type D reservations based on a five (5) hour trip:			
Round Trip	School Bus Category 16-22 Persons (Adults)	School Bus Category 22 – 60 Persons (Youth & Adults)	School Bus Category 45-79 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip	\$_____ per trip

Price per bus category for Type D reservations based on a five (5) hour trip:		
Round Trip	Charter Coach Category 16-22 Persons (Adults)	Charter Coach Category 22-60 Persons (Youth & Adults)
0-25 Miles	\$_____ per trip	\$_____ per trip
26-50 Miles	\$_____ per trip	\$_____ per trip
51-100 Miles	\$_____ per trip	\$_____ per trip

City will pay for a parking fee that Contractor actually and reasonably incurs— without any additional charge or expense markup— as necessitated by the circumstances, including metered parking on the street or a fee charged at the pickup or drop off location for stopping or parking to allow program participants to board the bus or disembark from it.

**APPLICABLE FOR ALL 3 YEARS OF THE CONTRACT:**

**Calculation of Total Miles Per Trip:**

In calculating the total miles per trip, at what point does your company begin counting the miles for the trip?

*Check one:*

- At the first pick up location
- Where the Bus is based
- Other \_\_\_\_\_

**Cancellation Fees:**

Will Contractor charge or impose a cancellation fee, if the City cancels scheduled service in ***less than 24 hours*** before the scheduled date and time?

- YES
- NO

If YES, complete below:

The City of Glendale will pay \$\_\_\_\_\_ as a cancellation fee.

*If the cancellation fee is charged or calculated by another method, explain:* \_\_\_\_\_

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Will a cancellation fee be waived if a reservation is cancelled due to weather or other natural causes?

- YES
- NO

*If other, explain:* \_\_\_\_\_

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**EMPLOYMENT QUALIFICATIONS/REQUIREMENTS AND HIRING CRITERIA  
FOR LISTED EMPLOYEES**

1) Attach documents that show, or describe (using additional pages), the selection and hiring criteria and procedures that Proposer uses for the following employee positions:

- **Booking Agent** – The staff person primarily responsible to make reservations.
- **Bus Drivers** – The vehicle’s operator.
- **Maintenance Technicians** – If mechanical maintenance is performed “in-house.”

2) Attach documents that show, or describe (using additional pages), the requirements, qualifications, experience, training, certifications, and licenses that an employee must meet for the above-listed positions with your firm.

3) Do applicants for the above-listed positions with your firm undergo fingerprinting, a criminal history check, or other type of background check?

YES  NO

If YES, describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## IV. DISCLOSURE - CAMPAIGN FINANCE ORDINANCE – CONTRACTORS AND SUBCONTRACTORS

The City Council adopted Ordinance No. 5744, “Campaign Finance Ordinance,” which became effective on September 9, 2011, and amended it with Ordinance No. 5768, which became effective on March 15, 2012 (“the Ordinance”). The Ordinance prohibits: (1) A contractor\* (including a subcontractor\*\*)— who has a contract with the City of Glendale (“City”), Glendale Successor Agency or Glendale Redevelopment Agency (“GSA”), or the Housing Authority of the City of Glendale (“HA”) and that contract is subject to approval by the City Council, GSA, or HA— from making a contribution to a City Council member, GSA member, HA member, City Clerk, or City Treasurer; and (2) Council members, GSA members, and HA members from voting on matters concerning a contract affecting a contractor or subcontractor who has provided a campaign contribution.

The provisions of the Ordinance restricting Council members from voting on matters affecting campaign contributors applies to a contractor whose contract requires the City Council’s, GSA’s, or HA’s approval, and specified subcontractors. A contract with the City, GSA, or HA is known as a “City Contract.” The Ordinance excludes a competitively bid contract awarded to the lowest responsible bidder.

To assist members of the City Council, GSA, and HA before they vote on a matter regarding a City Contract, the Ordinance requires City staff to prepare this report which discloses certain information about: the contractor receiving the City Contract, and specified subcontractor(s) working under the City Contract.

- Information that must be disclosed:**
- Name of the person, entity, or organization (i.e., the Contractor or Subcontractor)
  - Name of the Chief Executive Officer/President
  - Chief Operating Officer
  - Chief Financial Officer
  - Chairperson
  - All members of the Board of Directors
  - All persons who own more than 10% of the person, entity, or organization
  - Name of any campaign committee owned or controlled by the person, entity, or organization

**Please complete the following disclosure form:**

**Contractor(s)\*:**

Name		Address			
Full Name	Title	Business Address	City	State	Zip
	Chairperson				
	Chief Executive Officer / President				
	Chief Operating Officer				
	Chief Financial Officer				
	Board of Directors				
	More than 10% interest owner				

\* “Contractor” is the person, entity, or organization that is the party, or prospective party, to the contract with the City, GSA, or HA. In addition to the name of the person, or entity, the Contractor must also disclose the name(s) of that person’s, entity’s, or organization’s Board of Directors, its Chairperson, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, any person with an ownership interest of more than ten percent (10%) in that person, entity, or organization, and any campaign committee that is owned or controlled by that person, entity, or organization. Please disclose these persons’ name and business address.

**Subcontractor(s)\*\*:**

Name		Address			
Full Name	Title	Business Address	City	State	Zip
	Chairperson				
	Chief Executive Officer / President				
	Chief Operating Officer				
	Chief Financial Officer				
	Board of Directors				
	More than 10% interest owner				

\*\* "Subcontractor" is the person, entity, or organization that has entered into a contract for the performance of all or a portion of the work undertaken under an agreement with an architect, design professional, engineer, or general or prime contract, usually by a general or prime contractor. You must also disclose the names of the Subcontractor's Board of Directors, its Chairperson, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, any person with an ownership interest of more than ten percent (10%) in that person, entity, or organization, and any campaign committee that is owned or controlled by that person, entity, or organization. Above please disclose these persons' name and business address.

Campaign Committee owned or controlled by: \_\_\_\_\_

Title	Business Address	City	State	Zip

**CERTIFICATION**

On behalf of the above-named  Contractor  Subcontractor:

- I acknowledge that I have a continuing obligation to update this disclosure form if I substitute— or if I select additional— architects, design professionals, contractors, or subcontractors within ten (10) days of the selection or change; and
- I hereby certify that:
  - I have identified all persons for which the Ordinance requires disclosure;
  - The information in this disclosure form (and any attachment to this form) is true, accurate, correct, and complete; and
  - I have been legally authorized to submit this disclosure form.

In total, this disclosure form (including attachments) is \_\_\_\_\_ pages.

Executed on: \_\_\_\_\_, 20\_\_\_\_, at: \_\_\_\_\_, California.

Signature: \_\_\_\_\_ Print Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_





## **Proposal Submission Check List**

With the Proposal Forms, a Proposer must submit the following *attachments*:

- Resume and a Narrative about the Company. (See: PF - Page 20);
- Vehicle Preventative Maintenance Plan (See: PF - Page 21);
- A copy of the following documentation, for each CHP bus inspection conducted after January 1, 2016 (See: Exhibit 1. Section 3.1):
  - CHP Form 343 – Safety Compliance Report/Terminal Record Update, or
  - CHP Form 343A – Vehicle/Equipment Inspection Report Motor Carrier Safety Operations;
- If applicable, mechanical maintenance requirements in Proposer’s contract with a subcontractor maintenance (See: PF - Page 21);
- Employment qualifications/requirements and hiring criteria for listed employees (See: PF - Page 30); and
- Insurance Requirements Affidavit (See: PF - Page 31).
- Proposal Bond (Exhibit 2)