

**SERVICES AGREEMENT  
(Not Construction Related)**

**TAXI VOUCHER PROGRAM**

This Services Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and L&S Transportation, LLC, an Arizona limited liability company, ("Contractor") as of the \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date").

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds (the "Project");
- B. City desires to retain the professional services of Contractor to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit A**, Project Scope of Work, RFP 21-19 ("Scope");
- C. Contractor desires to provide City with services ("Services") consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

The parties hereby agree as follows:

**1. Key Personnel; Other Contractors and Subcontractors.**

1.1 Services. Contractor will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, retained by City.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

**3. Contractor's Work.**

3.1 Standard. Contractor must perform Services in accordance with the standards of due diligence, care, and quality prevailing among Contractors having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Contractor nor any SubContractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

- (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Contractor's contracting ability.
- (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Contractor grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
  - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its SubContractors or Subcontractors will not exceed **\$540,000** for the entire term of the Agreement as specifically detailed in **Exhibit B** ("Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.

- a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

- 4.3 Allowances. An "Allowance" may be identified only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.
- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts and any unused allowance at the completion of the Project will remain with City.
  - b. Contractor may not add any mark-up for work identified as an Allowance and which is to be performed by a SubContractor.
  - c. Contractor will not use any portion of an Allowance without prior written authorization from the City.
  - d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

## 5. **Billings and Payment.**

### 5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

### 5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Contractor and its SubContractors; and
  - (2) Unconditional waivers and releases on final payment from all SubContractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

### 5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

## 6. **Termination.**

### 6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than **30** days following the date of delivery.

- a. Contractor will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

### 6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Services furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provisions of Sec. 5.
  - b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.
7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or Contractor of any other party to this Agreement.
8. **Insurance.** For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 **Indemnification.**

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any SubContractor or Subcontractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor will be liable only to the extent the Demand

- or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.
- 8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:
- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Contractor's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.
- 8.4 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
- 8.5 **Waiver of Subrogation.** **Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).
- 8.6 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.
- 8.7 **Subcontractors.** Contractor shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

- 8.8 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer.
9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrants its compliance and that of its SubContractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or SubContractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and SubContractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Contractor and SubContractor shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393. Unless and until the District Court's injunction in *Jordahl v Brnovich*, 336 F.Supp.3d 1016 (D.Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) (if applicable to this agreement) is unenforceable and the City will take no action to enforce it.
11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
12. **Notices.**
- 12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
  - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
  - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
    - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
    - (2) As of the next business day after receipt, if received after 5:00 p.m.
  - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
  - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
- 12.2 **Representatives.**
- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

L&S Transportation, LLC  
c/o Larkin J. Simmons, General Manager/Member Manager  
2323 E. Magnolia, Suite 119  
Phoenix, AZ 85034  
Tel: 602-715-6899  
Email: Lsimmons@ls-enterprises.net

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
c/o Kevin Link, Transit Administrator  
6210 W Myrtle Avenue, Suite 113  
Glendale, Arizona 85301

With required copy to:

City Manager  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

City Attorney  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

- c. Concurrent Notices.
- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
  - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
  - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

**13. Entire Agreement; Survival; Counterparts; Signatures.**

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, if any, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

**14. Term.**

- 14.1 The term of this Agreement commences upon the effective date and continues for a two (2) year period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional three (3) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
- 14.2 Extension for Procurement Processes. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
15. **Dispute Resolution**. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
16. **Cooperative Use of Contract**. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:  
<http://www.mesaaz.gov/business/purchasing/save>
17. **Exhibits**. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- |           |               |
|-----------|---------------|
| Exhibit A | Scope of Work |
| Exhibit B | Compensation  |

[SIGNATURES ON FOLLOWING PAGE.]

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,  
an Arizona municipal corporation

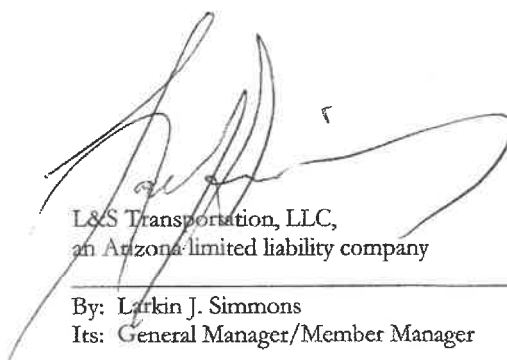
By: Kevin R. Phelps  
Its: City Manager

ATTEST:

\_\_\_\_\_  
Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

  
L&S Transportation, LLC,  
an Arizona limited liability company

By: Larkin J. Simmons  
Its: General Manager/Member Manager

**EXHIBIT A**  
**SERVICES AGREEMENT**

**SCOPE OF WORK**

**1. SCOPE OF WORK**

**1.1 Project History and Overview**

- A. It is the desire of the City of Glendale to provide citizens requiring special-needs transportation with a variety of transportation options. Recognizing the need for transportation beyond Dial-a-Ride, ADA Paratransit, neighborhood circulators (GUS), and Fixed Route Service, the Taxi Voucher Program (Program) provides an effective transportation option.
- B. The goal of this program is to partially subsidize transportation costs for qualified individuals who require transportation to repetitive medical appointments. Service shall be provided for direct travel between the participant's personal residence and the location(s) of the repetitive medical appointments. Repetitive medical appointments may include, but are not limited to, dialysis, chemotherapy, and physical rehabilitation.
- C. This taxi voucher program was established in 2005 to offer an alternative to Dial-A-Ride service and provide a more personal, individual service for dialysis patients and residents with other on-going and repetitive medical needs. Currently travel vouchers containing the participant's name, home address, and the address of the medical appointment are issued to eligible participants. Each voucher subsidizes 75% of the cost of the trip to the medical appointment, up to a total of \$15 per trip. The passenger is responsible for the 25% of the cost, and any transportation charges incurred over \$15. The program is available to residents of the City of Glendale and can only be used for transportation to medical facilities located within Glendale's city limits.

**1.2 Project Length**

- A. The Contractor who is awarded the contract for this Project will be authorized to perform the work issued in accordance with the terms of the contract. The initial contract shall commence on or about **June 23, 2021**, and end on **June 30, 2023**. Subject to a report of satisfactory program performance, and with the Contractor's concurrence, the City may, at its sole option, extend the period of this contract for an additional three years in one-year increments, with a final expiration date of **June 30, 2026**.

**1.3 Contractor-Provided (Required) Services**

The City of Glendale seeks a qualified firm to accomplish the following services (but not limited to what is listed below):

- A. The Contractor shall employ staff with sufficient experience and knowledge to maintain or increase/improve the current level of professional service, as described in the Scope of Work, and the management of the Voucher Program.
- B. The Contractor shall provide all staff, office space, equipment, supplies, administrative support, marketing and outreach programs to promote the proposed service, and all materials required for the successful administration of the Voucher Program.
- C. The Contractor shall administer the program according to established guidelines and implement a delivery method(s) that meets participants' needs.

- D. The Contractor shall be responsible for database management and record keeping; providing accurate and timely collection and reporting of program statistics; and the management of operating records with an emphasis on accuracy and reliability of the reported information.
- E. The Contractor shall provide for the overall administration of the program and ensure customer and CITY satisfaction with the services provided.
- F. The Contractor shall determine the need and be responsible for coordination with taxi companies, transportation network companies (TNC's), micro transit agencies, ride sharing companies, or other contracted and/or non-contracted transportation providers.
- G. The Contractor shall ensure that any subcontracted participating transportation companies can meet the transportation needs of a diverse population.
- H. The Contractor shall ensure that any subcontracted participating transportation companies can provide sufficient number of accessible vehicles and respond in a timely manner to locations throughout the CITY limits and throughout the day.
- I. Review customer applications for the program and submit to the City for determinations of eligibility per program guidelines.
- J. Design and print approved vouchers or electronic vouchers. Voucher designs are subject to approval by the designated CITY contact.
- K. Issue vouchers to medical-needs transportation customers.
- L. Market program to target customer groups for medical transportation needs.
- M. The Contractor shall respond to customer service concerns related to the program and shall track and report details of customer service concerns.
- N. Maintain complete and accurate records of all Program vouchers used under the terms of this Agreement.
- O. The Contractor shall prepare and provide monthly, quarterly, annual, and other reports as requested by the CITY. Information provided in these reports will contain, but not limited to, the following type of information: total number of rides provided for the month, quarter, year, on-time performance, passenger miles, costs incurred by the City, amount of fares collected, administrative costs/fees, etc..
- P. The Contractor shall adhere to acceptable accounting practices; incorporate security measures to safeguard the handling of funds, project accounts, and ensure the privacy of client records.
- Q. The Contractor shall conduct an annual customer satisfaction survey of all program participants and shall submit results of the survey to the CITY.
- R. Attend semi-annual scheduled meetings with CITY staff to review the program.

#### 1.4 **Qualified Taxi Firm-Provided (Required) Services**

Please see ATTACHMENT A - DEFINITION OF QUALIFIED TAXI FIRM. The Contractor must have qualified taxi firms (if applicable) accomplish the following services:

- A. Provide personnel and vehicles needed to satisfy the requirements of the Program.
- B. Respond in a timely and efficient manner to eligible residents for authorized/eligible transportation requests.

- C. Upon Customer request, pick up the eligible customer within 30 minutes of service request.
- D. Accept vouchers authorized by CITY as payment for taxi service.
- E. Collect twenty-five percent (25%) of total trip cost from Customer for each medical-needs transportation request provided. The CITY'S cost for any trip will not exceed \$15.00. Customer is responsible for any trip cost overrun exceeding the CITY'S \$15.00 subsidy.
- F. Require each medical-needs transportation Customer to show picture identification to the driver and verify voucher information.
- G. At the termination of the trip, drivers shall date the voucher, enter the meter fare, distance of the ride, amount paid by Customer on the voucher, sign the voucher, and have the passenger verify and sign the voucher.
- H. \*Services are not limited to Section A through G listed above. Other services may be required.

#### 1.5 Special Considerations

- A. The Taxi Voucher Program is an ongoing program. Services are provided based on demand from the Taxi Voucher Program participants.

#### 1.6 Medical-Needs Service – Program Information Guidelines

- A. The Contractor shall issue applications and receive and review applications from Glendale residents requesting to participate in the program. Contractor shall submit applications to the CITY to determine eligibility status based on Program eligibility requirements:
- B. Must be a Glendale resident.
- C. Person requiring repetitive medical therapies such as dialysis, chemotherapy, and some physical therapies which can be classified as a medical-needs service, for example, stroke rehabilitation.
- D. All medical-needs trips shall be limited to service within Glendale city limits (origin and destination within Glendale city limits).
- E. All customers requesting medical-needs service must be medically stable. Medical-needs service shall not be used to provide emergency medical transportation.
- F. Contractor shall provide CITY with indemnification against any claims related to program eligibility or selection for inclusion within the program.
- G. Program Subsidy Methodology – The Program will pay 75% of the fare, up to \$15.00. The customer will pay 25% of the fare, and any amount over the \$15.00 Program cost. Please see ATTACHMENT B - TRIP COST EXAMPLES.
- H. Trip Limits – The number of trips shall be limited to 30 one-way trips per month per customer. Trips can only be made to and from customer residence and designated medical treatment facilities. Under normal circumstances, the number of trips taken per day should not exceed 2.
- I. Vouchers – Based on contractor's proposal, vouchers will be given to operators (with all relevant and required information printed on the voucher) once the trip has been assigned. Operator will Vouchers must follow and/or include the following information:
  - Eligible customer's name must be printed on the voucher.
  - Origin and destination must be printed on the voucher for the voucher to be valid.

- The voucher should be easy to use and read.
- The voucher shall also clearly waive any and all claims or lawsuits that could be presented to the CITY, or the Contractor, by the customer that are associated in any manner with the customer's medical condition.
- Contractor shall print origin and destination, and customer name on the voucher prior to giving to the operator.
- Upon arrival at destination, the operator will request payment and obtain the customer's signature on the voucher.
- Contractor's operator shall complete legibly required information which includes number of trip miles, total trip cost, amount paid by customer, sign the voucher, and have the passenger verify and sign voucher (unless information is already pre-printed on the voucher).
- All vouchers must be complete and legible.
- Vouchers shall be sent to the CITY at the end of each month along with an itemized invoice for services.
- Vouchers shall have no cash value.

#### 1.7 **Optional Expanded Program**

At any time, the CITY may choose to expand or cease expansion of the taxi voucher program to allow for trips beyond Glendale's borders. A thirty-day (30) notice will be given if the CITY will expand/cease the expansion. The expanded program shall meet all the specifications of the normal program, except with the following changes:

- A. All residents requesting transportation outside of Glendale must be approved by the CITY.
- B. The CITY must approve any trip purpose for trips outside the CITY.
- C. Program Subsidy Methodology - the subsidy methodology will be the same as the normal program pursuant to Section G.

#### 1.8 **Program Evaluation**

- A. Contractor shall provide monthly statistics indicating number of rides provided for each Program component broken down by Weekday, Saturday, and Sunday/Holiday. A list of all holidays for that year will be submitted to the Contractor prior to the new fiscal year.
- B. Contractor shall obtain customer feedback and provide quarterly evaluations of Program focusing on customer satisfaction including:
  1. On-time performance
  2. Driver courtesy
  3. Vehicle condition
  4. Customer perceived value of program
  5. Overall level of service
  6. Overall satisfaction with service
  7. Customer access to other forms of transportation options
  8. Marketing effort awareness
- C. Contractor shall provide a report at the end of the initial contract period evaluating overall Program effectiveness based on items 1 through 8, listed in 3.8, B, and recommending Program changes to improve Program.

#### 1.9 **Program Audit and Inspection of Records**

- A. The Contractor shall maintain complete and accurate records with respect to actual time and allowable costs incurred under this Agreement.

- B. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified.
- C. The Contractor shall provide reasonable access to the representatives of the CITY, or its designees, including representatives of the applicable government agencies if this Agreement is funded in whole or in part with state or federal funds, to such books and records and any other books, documents, papers or records of the contractor that are related to this Agreement.
- D. The City of Glendale, the City of Phoenix, the State, the State Auditor, FHWA, FTA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations shall have the right to examine and audit such books and records and to make transcripts or copies from them as necessary.
- E. The Contractor shall allow inspection of all work data, documents, proceedings, and activities related to this Agreement for a period of five (5) years from the date of final payment under this Agreement.
- F. If requested, the contractor shall provide copies of financial records/balance sheets to monitor financial stability.
- G. This Article must be included in any subcontract entered into as a result of this Agreement.

#### 1.10 **Program Payment**

- A. Subject to the other provisions of the document, the Contractor shall be reimbursed for its reasonable costs in performing the services contained in these specifications provided; however, total costs will not exceed \$540,000 over the entire term of this Agreement.
- B. Statistical reporting and invoicing of services must be submitted monthly, no later than the 15<sup>th</sup> of each month for the previous monthly reporting period. Statistical reporting must provide sufficient detail of services provided including, but not limited to, program participant levels (e.g. number of passengers), program usage (e.g. number of vouchers used per passenger, ), and trip characteristics (e.g. number of trips, mileage per trip). Invoices must detail statistical reporting of services provided, costs incurred, and reimbursement requested. All expenses must be for work completed in accordance with the approved work scope and a monthly management fee that will cover project employee salaries and benefits, project related costs (i.e. rent, supplies, utilities, administrative support, printing services, postage, etc., itemized.).
- C. Vouchers must be submitted to the CITY, either electronically or hard copy, no longer than 60 days after their use or they shall not be eligible for reimbursement; vouchers received after 60 days shall be considered null and void.
- D. Vouchers must include all completed information.
- E. The Contractor shall keep copies of vouchers for at least one year after use.
- F. The CITY shall not be liable for any purchases or contracts entered into by the contractor in anticipation of receiving payments under this Agreement.

**FEDERAL TRANSPORTATION ADMINISTRATION (FTA)  
TERMS AND CONDITIONS LANGUAGE**

**1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The CITY and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the CITY, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

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

**2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

**3. ACCESS TO RECORDS AND REPORTS**

- A. **Record Retention** - The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- B. **Retention Period** - The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records** - The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- D. **Access to the Sites of Performance** - The Contractor agrees to permit FTA and its contractors access to the sites of performance under this Contract as reasonably may be required.

**4. FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the CITY and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

## 5. CIVIL RIGHTS LAWS AND REGULATIONS

The CITY is an Equal Opportunity Employer. As such, the CITY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the CITY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- A. **Nondiscrimination** - In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. **Race, Color, Religion, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- D. **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## 6. TERMINATION *(Included in the standard terms & conditions section)*

## 7. INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the contract. Contractor shall not perform

any act, fail to perform any act, or refuse to comply with any requests of the CITY that would cause the CITY to be in violation of the FTA terms and conditions.

**8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION** *(Include certification form in Response Workbook)*

Debarment, Suspension, Ineligibility and Voluntary Exclusion - The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or CITY to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal (found in the Federal Certification section of this solicitation, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the CITY. If it is later determined by the CITY that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**9. VIOLATION AND BREACH OF CONTRACT**

Dispute Resolution: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the Contracts Specialist II Lead or her designee. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Public Transit Director or the Director's designee. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Public Transit Director or the Director's designee shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Disputes: Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of the Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

Rights and Remedies: The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CITY or the Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed upon in writing.

**10. LOBBYING RESTRICTIONS** *(Include certification form in Response Workbook)*

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Subrecipient, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The "Lobbying Certification" form, in the Federal Certifications section of this solicitation, must be completed, signed and submitted with Contractor's bid.

#### **11. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

The Contractor shall also include these requirements in each subcontract exceeding \$150,000 financed in whole or part with federal assistance provided by FTA.

#### **12. SAFE OPERATIONS OF MOTOR VEHICLES**

Seat Belt Use - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or CITY.

Distracted Driving - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

#### **13. CHARTER SERVICE**

The Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or

3. Any other appropriate remedy that may apply.

The Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

#### **14. SCHOOL BUS OPERATIONS**

The Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this Contract that may operate public transportation services.

#### **15. TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the Contractor is encouraged to comply with the terms of the following Special Provision.

##### **A. Definitions - As used in this Special Provision:**

###### **1. Driving**

Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Driving does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

###### **2. Text Messaging**

Means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

##### **B. Safety - The Contractor is encouraged to:**

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-
  - a) Contractor-owned or Contractor-rented vehicles or CITY-owned, leased or rented vehicles;
  - b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
  - c) Any vehicle, on or off duty, and using an employer supplied electronic device.
2. Conduct workplace safety initiatives in a manner commensurate with the Contractor's size, such as:
  - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
3. Include this Special Provision in its sub-agreements with its sub-recipients and third party contracts and also encourage its sub-recipients, lessees, and third party contractors to comply with the terms of this provision, and include this provision in each sub-agreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

#### **16. SUBSTANCE ABUSE REQUIREMENTS**

Contractor shall establish and implement a drug and alcohol testing program that complies with "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40) and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49CFR Part 655); produce any documentation necessary to establish its compliance with Part 40 and 655; and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Subrecipient of Arizona, or Phoenix, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program, as well as to review the testing process as required under Part 40 and Part 655. Contractor shall also submit for review and approval a copy of its substance abuse prevention policy developed to implement its drug and alcohol testing program. Contractor shall further submit required reports to the Drug and Alcohol Testing Management Information System (MIS) Web Site by March 15, annually and to the Transit Compliance Officer, City of Phoenix Public Transit Department, 302 N. 1<sup>st</sup> Avenue, Phoenix, AZ 85003.

#### **17. ENERGY CONSERVATION**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### **18. TRAFFICKING IN PERSONS**

Contractor and its subcontractors or their employees, shall not:

- A. engage in severe forms of trafficking in persons during the Contract Term;
- B. procure a commercial sex act during the Contract Term; or
- C. use forced labor in the performance of the Contract.

Contractor shall inform CITY immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. CITY may terminate this Agreement for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the CITY.

#### **19. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

Phoenix is one of the fastest growing, multicultural cities in the country and has shown a historical commitment to business diversity. The City and its partner sub-recipients strive to advance the economic growth of small businesses through its Disadvantaged Business Enterprise (DBE) Program. Phoenix is the designated recipient of federal transit funds for the region and administers the regional DBE program on behalf of sub-recipients partner agencies like the City of Glendale.

The City of Phoenix DBE Program is managed and administered by the City's Equal Opportunity Department, Contract Compliance Division. Through a coordinated effort among several city departments and partner agencies, the DBE Program provides certification and opportunities in construction, purchasing, management and technical assistance, educational services, and networking.

### **SECTION I. DEFINITIONS**

**Agency** means the City of Phoenix for purposes of this Contract.

**Arizona Unified Certification Program (AZUCP)** means a consortium of government agencies organized to provide reciprocal DBE certification within Arizona pursuant to 49 Code of Federal Regulations (CFR) Part 26.

The official DBE database containing eligible DBE firms certified by AZUCP can be accessed at: <https://utracs.azdot.gov>. The certification system is called the Arizona Unified Transportation Registration and Certification System (AZ UTRACS).

**Business to Government Now (B2G)** means the web based certification and compliance system used to track and monitor DBE and Small Business Participation. The B2G system can be accessed at: <https://phoenix.diversitycompliance.com>

**Contract** means a legally binding relationship obligating a seller to furnish supplies or services (including construction and professional services) and the buyer to pay for them.

**DBE Compliance Specialist** means an Agency employee responsible for compliance with this DBE Contract Clause.

**EOD** means the City of Phoenix Equal Opportunity Department.

**Joint Venture (JV)** means an association between two or more persons, partnerships, corporations, or any combination thereof, formed to carry on a single business activity. The JV is limited in scope and duration to this Contract. The resources, asset, and labor of the participants must be combined in an effort to accrue profit.

**Outreach Efforts** means the diligent and good faith efforts demonstrated by a Bidder to solicit participation from interested and qualified DBEs and other Small Businesses. Bidder shall identify and document potential business opportunities for DBEs and other Small Businesses, describe what efforts were undertaken to solicit DBE and Small Business participation, disclose results of negotiations with Small Businesses, and communicate and record Bidder's selection decisions relating to DBE and Small Business participants.

**Disadvantaged Business Enterprise (DBE)** means a Small Business Concern that has successfully completed the DBE certification process and has been granted DBE status by an AZUCP member pursuant to the criteria contained in 49 CFR Part 26.

**Commercially Useful Function** means that a DBE is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE is presumed not to be performing a Commercially Useful Function.

**Goods and Services Providers** are firms that provide goods and services that represent a Commercially Useful Function directly to Transit as a DBE or Small Business.

**Manufacturer** means a firm that owns; operates or maintains a factory or establishment that produces on the premises the components, materials, or supplies obtained by the recipient, successful bidder, or Transit Vehicle Manufacturer.

**Regular dealer/broker** is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or released to the public in the usual course of business.

**Supplier** means a firm that engages in, as its principal business, the purchase and sale of material or supplies required for the performance of a contract. The firm must own, operate, and maintain a store, warehouse or other establishment where the supplies are bought, kept in stock, and regularly sold to the public in the usual course of business.

**Small Business Concern (SBC)** means, with respect to firms seeking to participate in contracts funded by the U.S. Department of Transportation (US DOT), a Small Business Concern as defined in section 3 of the Small

Business Act and Small Business Administration regulations implementing the Act (13 CFR part 121), which Small Business Concern does not exceed the cap on average annual gross receipts specified in 49 CFR § 26.65(b). “Small Business” and “Small Business Concern” are used interchangeably in this DBE Contract Clause.

**Small Business Enterprise (SBE)** means a small business that has been determined to meet the requirements for SBE certification with the City of Phoenix and whose certification is in force at the time of the award of business by the City. A directory of currently certified SBE firms is located at <https://phoenix.diversitycompliance.com>.

**Race- and Gender-Neutral (RGN) Measures** means a measure or program that is, or can be used to assist all Small Businesses.

**Subcontract** means a contract at any tier below the prime contract, including a purchase order.

**Subcontractor** means an individual, partnership, JV, corporation or firm that holds a contract at any tier below the prime contract, including a vendor under a purchase order.

**Submitter** means an individual, partnership, JV, contractor, corporation, or firm that tenders a submittal to the Agency to perform services requested by a solicitation or procurement. The submittal may be direct or through an authorized representative. (Submitter is inclusive of the terms: *Bidder, Offeror, Proposer, Respondent*, etc.)

**Responsive Submitter** means a firm that has met the minimum program requirements as outlined in the solicitation and due at the time of submittal.

**Successful Submitter** means a firm that has been awarded the contract by the Agency to perform services or furnish supplies requested by a solicitation or procurement.

**Responsible Submitter** means a firm that has been selected to continue in the procurement process by the Agency.

**Transit Vehicle Manufacturers (TVMs)** means any manufacturer whose primary business purpose is to manufacture vehicles specifically built for public mass transportation. Such vehicles include, but are not limited to: buses, rail cars, trolleys, ferries, and vehicles manufactured specifically for paratransit purposes. Producers of vehicles that receive post-production alterations or retrofitting to be used for public transportation purposes (e.g., so-called cutaway vehicles, vans customized for service to people with disabilities) are also considered transit vehicle manufacturers. Businesses that manufacture, mass-produce, or distribute vehicles solely for personal use and for sale “off the lot” are not considered transit vehicle manufacturers.

**Transit Vehicle Manufacturers Goals** for FTA recipients each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of 49 CFR Part 26.49.

## SECTION II. GENERAL REQUIREMENTS

### A. **Applicable Federal Regulations**

This Contract is subject to DBE requirements issued by USDOT in 49 CFR Part 26. Despite the lack of a race- and gender-conscious DBE participation goal for this Contract, the Agency must track and report DBE participation that occurs as a result of any procurement, JV, goods/services, or other arrangement involving a DBE. For this reason, the Successful Bidder shall provide all relevant information to enable the required reporting.

### B. **DBE Participation**

For this solicitation, the Agency has *not* established a race- or gender-conscious DBE participation goal. The Agency extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. The Agency uses race- and gender-neutral measures to facilitate participation by DBEs and Small Businesses. The Agency *encourages* each Bidder to voluntarily subcontract

with DBEs and Small Businesses to perform part of the work—a Commercially Useful Function—that Bidder might otherwise perform with its own forces.

**C. Small Business Participation**

The Agency will track the participation of all approved businesses throughout the life of this contract. The Agency will count Small Business participation as authorized by federal regulations. A summary of these regulations can be found at [www.ecfr.gov](http://www.ecfr.gov) (49 CFR Part 26.39).

**D. DBE Certification**

*Only* firms (1) certified by the Agency or another AZUCP member, and (2) contracted to perform a Commercially Useful Function on scopes of work for which they are certified, may be considered to determine DBE participation resulting from RGN measures on this Contract. This DBE determination affects the Agency's tracking and reporting obligations to USDOT.

**E. Civil Rights Assurances.**

As a recipient of USDOT funding, the Agency has agreed to abide by the assurances found in 49 CFR Parts 21 and 26. Each Contract signed by the Agency and the Successful Bidder, and each Subcontract signed by the Successful Bidder and a Subcontractor, must include the following assurance *verbatim*:

“The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, sex, or creed in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Parts 21 and 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Phoenix deems appropriate.”

Note: For purposes of the required Contract and Subcontract language above, Successful Bidder is the “contractor” awarded the contract.

**EXHIBIT B  
SERVICES AGREEMENT**

**COMPENSATION**

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed **\$540,000**.

**DETAILED PROJECT COMPENSATION**

See Contractor's response to RFP 21-19 (ATTACHMENT 1).

# ATTACHMENT 1

L&S Transportation, LLC  
2323 E. Magnolia  
Suite 119  
Phoenix, Arizona 85034

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Mr. Garcia,

Please find attached our Best and Final Offer for the Tax Voucher Program, Solicitation Number: RFP 21-19 / 42100018. Note that we added a second cost page that provides our estimate of the annual costs for years two through five. The follow-on years lower costing is based on diminished learning curve, and acquisition of like and similar projects/efforts that will defray costs due to economy of scale. Feel free to contact the undersigned if you have any questions or comments. Thank you in advance for consideration of our proposal.



Larkin J. Simmons,  
L&S Transportation, LLC General Manager.  
602-715-6899



**SOLICITATION NUMBER:** RFP 21-19 / 42100018

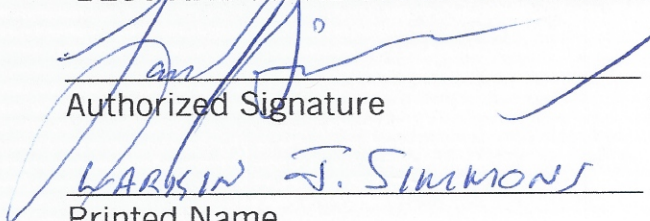
**DESCRIPTION:** Taxi Voucher Program

**DUE DATE AND TIME:** March 1, 2021 at 5:00 PM (Local Time)

**Best and Final Offers must be submitted via EMAIL.** Please submit your response to: Elmer Garcia at [egarcia1@glendaleaz.com](mailto:egarcia1@glendaleaz.com).

Failure to provide this information within the stated time period may result in your proposal being deemed non-responsive, therefore, not considered for award.

**BEST AND FINAL OFFEROR INFORMATION:**

	<u>LS TRANSPORTATION, LLC</u>
Authorized Signature	Company's Legal Name
<u>MARKIN J. SIMMONS</u>	<u>7323 E. MAGNOLIA, SUITE 119</u>
Printed Name	Address
<u>GENERAL MANAGER</u>	<u>PHOENIX AZ 85034</u>
Title	City, State & Zip Code
<u>602-715-6899</u>	
Telephone Number	FAX Number
<u>3/1/2021</u>	<u>LSIMMONS@LS-ENTERPRISES.NET</u>
Date	E-mail Address



**City of Glendale**  
**Solicitation Number: RFP 21-19/42100018**  
**TAXI VOUCHER PROGRAM**

CITY OF GLENDALE  
 Procurement Division  
 5850 West Glendale Avenue,  
 Suite 317  
 Glendale, Arizona 85301

**PRICING WORKBOOK**

**Taxi Voucher Program**

Item	Description	Unit of Measure	Quantity (A)	Unit Price (B)	Extended Price (A x B)
<b>Annual Cost for Administration and Operation of the Taxi Voucher Program</b>		Year	1	\$ 128,658.87 /YR	\$ 128,658.87
Itemize and identify what percent of Annual Cost is allocated to Program overhead costs and Administrative costs ( <b>Note: exclude taxi ride costs</b> ):					
Item 1	<b>Program/Admin Cost</b>		<b>60%</b>	<b>Yearly Cost</b>	
	Benefits	\$ 225.00 /month		\$ 2,700.00	
	Customer Outreach	\$ 200.00 /month		\$ 2,400.00	
	Merchant Fees	\$ 66.00 /month		\$ 792.00	
	Office Lease	\$ 700.00 /month		\$ 8,400.00	
	Operations Management	\$ 2,500.00 /month		\$ 30,000.00	
	Telecommunications	\$ 481.33 /month		\$ 5,776.00	
	Vehicle Insurance	\$ 1,300.00 /month		\$ 15,600.00	
	Vehicle Preventative Maintenance	\$ 350.00 /month		\$ 4,200.00	
	Keyman Insurance	\$ 50.00 /month		\$ 600.00	
	Office Liability Insurance	\$ 26.40 /month		\$ 316.80	
	Office Supplies	\$ 65.00 /month		\$ 780.00	
	Postage	\$ 100.00 /month		\$ 1,200.00	
	Professional Fees	\$ 250.00 /month		\$ 3,000.00	
	Utilities	\$ 133.33 /month		\$ 1,600.00	
	<b>Sub Total</b>			\$ 77,364.80	
	<b>Trip Cost Percent of Total:</b>		<b>35%</b>		
	Trip Cost	\$ 3,737.25 /month		\$ 44,847.00	
	<b>Assumptions:</b>				
	Number of Trips Per Month - 453 (5435/12)				
	4 miles per trip average				
	Is to represent City's 75% share of cost				
	90% of trips are pre-scheduled				
	50 to 80 Program Participants				
<b>Other Costs not listed in Item#1 that will be associated with the administration of the program (e.g. one-time start-up costs, etc.):</b>		\$ 1.00	1	\$ 6,447.07	\$ 6,447.07
Item 2	Start-up Costs Percentage		5%		
	Start-up Costs		\$ 6,447.07		
<b>Grand Total (Item 1 + Item 2)</b>					<b>\$ 135,105.93</b>

**DISCOUNT/PAYMENT TERMS:** The City standard is 2% 20 days

**Comply:** YES  NO

If your answer is NO, please state terms offered: (Enter discount rate if payment

**TAX AMOUNT** Do not include any use tax or federal tax in your proposal.

**OFFEROR NAME:** L&S Transportation, LLC



**City of Glendale**  
**Solicitation Number: RFP 21-19/42100018**  
**TAXI VOUCHER PROGRAM**

CITY OF GLENDALE Procurement  
 Division  
 5850 West Glendale Avenue, Suite  
 317  
 Glendale, Arizona 85301

**PRICING WORKBOOK**

**Taxi Voucher Program**

Item	Description	Unit of Measure	Quantity (A)	Unit Price (B)	Extended Price (A x B)
	<b>Annual Cost for Administration and Operation of the Taxi Voucher Program</b>	2nd thru 5th Year On A Per Year Basis	1.00	\$ 98,391.00 /YR	\$ 98,391.00
	Itemize and identify what percent of Annual Cost is allocated to Program overhead costs and Administrative costs ( <b>Note: exclude taxi ride costs</b> ):				
	<b>Program/Admin Cost</b>		<b>54%</b>	<b>Yearly Cost</b>	
Estimate for Follow-on Years  Item 3,4,5,6 Assumes deminishing learning curve and addition of similar projects that will improve cost due to Economy of scale	Benefits	\$ 225.00 /month		\$ 2,700.00	
	Customer Outreach	\$ 200.00 /month		\$ 2,400.00	
	Merchant Fees	\$ 40.00 /month		\$ 480.00	
	Office Lease	\$ 420.00 /month		\$ 5,040.00	
	Operations Management	\$ 1,250.00 /month		\$ 15,000.00	
	Telecommunications	\$ 468.00 /month		\$ 5,616.00	
	Vehicle Insurance	\$ 1,500.00 /month		\$ 18,000.00	
	Vehicle Preventative Maintenance	\$ 150.00 /month		\$ 1,800.00	
	Keyman Insurance	\$ 30.00 /month		\$ 360.00	
	Office Liability Insurance	\$ 16.00 /month		\$ 192.00	
	Office Supplies	\$ 13.00 /month		\$ 156.00	
	Postage	\$ 20.00 /month		\$ 240.00	
	Professional Fees	\$ 50.00 /month		\$ 600.00	
	Utilities	\$ 80.00 /month		\$ 960.00	
	<b>Sub Total</b>			<b>\$ 53,544.00</b>	
	<b>Trip Cost Percent of Total:</b>		<b>46%</b>		
	Trip Cost	\$ 3,737.25 /month		\$ 44,847.00	
	<b>Assumptions:</b> Number of Trips Per Month - 453 (5435/12) 4 miles per trip average Is to represent City's 75% share of cost 90% of trips are pre-scheduled 50 to 80 Program Participants				
	<b>Other Costs not listed in Item#1 that will be associated with the administration of the program (e.g. one-time start-up costs, etc.):</b>	\$ 1.00	1	\$ -	\$ -
Item 2	Start-up Costs Percentage		0%		
	Start-up Costs	\$ -			
<b>Grand Total (Item 1 + Item 2)</b>					<b>\$ 98,391.00</b>
<b>Five Year Total</b>					<b>\$ 522,222.87</b>

**DISCOUNT/PAYMENT TERMS:** The City standard is 2% 20 days

Comply: YES  NO

If your answer is NO, please state terms offered: (Enter discount rate if payment in 20 days) %

**TAX AMOUNT** Do not include any use tax or federal tax in your proposal.

**OFFEROR NAME: L&S Transportation, LLC**

**Evaluation Notes: Five Year Total is supposed to be: \$528,669.94**

**EPGarcia**