



**Specifications and Contract Documents for the**

**Council Bluffs Special Transit Service (STS)**

**Paratransit Operations Contractor 2025-2030**

**PW Engineering 2025-33**



**City of Council Bluffs**

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<b>Issue Date:</b>	<b>April 17, 2025 (Thursday)</b>	<b>10:00 AM (CT)</b>
<b>Pre-Bid Meeting:</b>	<b>May 1, 2025 (Thursday)</b>	<b>10:00 AM (CT)</b>
<b>Question Deadline:</b>	<b>May 8, 2025 (Thursday)</b>	<b>5:00 PM (CT)</b>
<b>Response Deadline:</b>	<b>May 22, 2025 (Thursday)</b>	<b>5:00 PM (CT)</b>

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## Notice to Bidders

PW Engineering 2025-33 Council Bluffs Special Transit Service (STS) Paratransit Operations Contractor 2025-2030: the City of Council Bluffs is requesting proposals from qualified companies, herein called Bidder, Contractor, Vendor, Supplier, or other pronouns used in their place, for all work and/or goods set forth in the specifications.

Bids will be received by the City of Council Bluffs via the electronic submission system at <https://cbiabids.ionwave.net/> until 5:00 PM on May 22, 2025, for all work set forth in the plans, specifications, and proposals for the above-mentioned project.

Major items of work for this project include the following:

### **Paratransit service for the Council Bluffs STS zone**

Contract documents are placed in the Office of the City Clerk for examination and are available for viewing and printing at <https://cbiabids.ionwave.net/>.

A mandatory preproposal meeting will be held on Thursday, May 1, 2025, at 10:00 AM (CT). The meeting will be held in the Public Works Conference Room located at 1001 10<sup>th</sup> Avenue, Council Bluffs, Iowa 51501, and also available virtually as a Zoom meeting.

TIME: 10:00 – 11:00 AM

Time zone: America/Chicago

Join Zoom Meeting

<https://us02web.zoom.us/j/81268692098?pwd=aTUEjUEu1tiTRBbzYljoaHvc7sOg.1>

Or dial: US +1 877 853 5257

Meeting ID: 812 6869 2098

Passcode: 065821

Each proposal shall be accompanied by a certified check, bid bond by a surety company registered to do business in the State of Iowa, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States in the amount of **\$25,000.00** and made payable to the City of Council Bluffs. A copy of the certified check, bid bond, or share draft is to be uploaded in the assigned requested attachments area. If a company that has a check is awarded the bid, the City will request the physical check at that time. The certified check or share draft will be returned to the successful bidder once the agreement has been executed. Letters of credit and company or personal checks are not acceptable substitutes for a bid bond and will be cause for rejection of bid.

The minimum requirements to respond to this RFP are as follows:

1. Minimum of three (3) years of transit service experience on similar demand-response/paratransit systems in an urban and/or suburban environment, which could include international experience.
2. Participation in the Paratransit Operations Contractor mandatory preproposal meeting.

The following qualifications are desired:

1. Experience working with established transit agencies.
2. Experience with projects subject to the federal requirements described in this RFP.
3. Demonstrated experience with at least one paratransit system using automated scheduling and dispatch software within the past five (5) years.

No bidder may withdraw their proposal within 90 days after the bid opening.



The successful bidder will be required to furnish satisfactory **performance and payment bonds** in the amount **of six (6) months of the total estimated bid price**, a certificate of insurance and a certificate of equal employment opportunity and comply with minimum wage provisions as established by the U.S. Department of Labor.

The work under the proposed contract shall be completed as detailed in the Instructions to Bidders. The contract shall start on July 1, 2025.

The City of Council Bluffs reserves the right to reject or accept any or all bids and waive any irregularities in the interest of the City.



## Instructions to Bidders

The contract documents provide the bidding of the "COUNCIL BLUFFS SPECIAL TRANSIT SERVICE (STS) PARATRANSIT OPERATIONS CONTRACTOR 2025-2030". Bids must be submitted in accordance with the specifications. Where any contract documents are in conflict with the General Conditions, the contract documents specifically applicable to this project shall govern.

### 1. Method of Bidding

All bid items are based on a lump sum amount and bidder must complete and submit a Proposal and associated Attachments. All unit prices must be submitted as dollars and cents.

Examples of acceptable unit prices are 1000.00, 10.13, 100.56, 24.69. No partial cents may be included in unit prices. Examples of unacceptable unit prices are 1000.004, 10.125, 100.556, 24.687.

A price must be submitted for all items appearing in the bid line items.

The basis of award shall be the lowest acceptable bid and best bid from a qualified bidder. The City, as part of its evaluation, will consider the Bidder's submitted proposal.

### 2. Submission of Bid

Each bid must be submitted online at <https://cbiabids.ionwave.net>. Registration is required for bid submission. No paper submissions will be accepted.

The bidder must print, complete, manually sign, and upload all requested Attachments in the assigned requested attachments area for the bid to be considered complete and valid.

A copy of the bid security (certified check, bid bond, or share draft) must be uploaded in the assigned requested attachments area.

### 3. Withdrawal or Revision of Proposals

Any bid may be withdrawn or revised prior to the scheduled time for opening of bids. After opening of bids, no bidder may withdraw his/her proposal for a period of ninety (90) days.

### 4. Rejection of Bids

It is noted that the City reserves the right to reject any or all bids. The City may waive any informalities or technicalities in the bids

### 5. Qualification of Bidder

The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein to the best interest of the City of Council Bluffs, Iowa.

### 6. Taxes

If successful bidder is a non-Iowa partnership, individual, or corporation, bidder shall furnish evidence, prior to execution of Contract, that bond or securities have been posted with the Iowa Division of Labor in the amount required by law.



## **7. Laws, Permits, Licenses, Regulations, Etc.**

The Contractor, in execution of the work, shall conform to all applicable Federal and State Laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction.

## **8. Subcontracts**

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner.

The Contractor shall submit in writing to the Owner for approval the names of the Subcontractors proposed for the work, prior to execution of the Contract.

The Owner reserves the right to reject any proposed Subcontractor if the successful bidder fails to satisfy the Owner that the proposed Subcontractor is properly qualified to complete the work contemplated.

## **9. Questions, Clarifications, and Interpretations**

If a bidder has any questions, or requires a clarification or interpretation of the specifications, or if such bidder is in doubt as to the true meaning of any part of the Contract Documents, bidder should at once notify the Owner, who, with time permitting, will issue a written instruction in the form of an addendum to all prime bidders of record.

Every question or request for clarification or interpretation should be submitted through <https://cbiabids.ionwave.net>. Such questions or requests should be submitted by **5:00 PM, May 8, 2025**.

Clarifications, interpretations, and supplemental instructions will be available in addenda issued to bidders of record before bids are received.

No clarification or interpretation of the meaning of the plans, specifications, or other Contract Documents will be made to any bidder orally. The Owner will not be responsible for oral clarifications or interpretations, which anyone presumes to make on behalf of the Owner.

## **10. Bidders' Responsibility**

Before submitting Proposals, bidders shall carefully examine the proposed work and shall inform themselves thoroughly as to all tasks involved in the completion of all work under this contract in accordance with its requirements.

Bidders shall examine the specifications and other Contract Documents and shall exercise their own judgment as to the nature of the whole of the work to be done. Assume all risks irrespective of guarantees of whosoever, with regard to computations or statements of amounts of quantities necessary to fully complete the work in strict compliance with the Contract Documents.

No plea of ignorance of the conditions that exist or may hereafter exist or of conditions of difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of the Contract Documents or will be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

## **11. Insurance**

Contractor shall: (1) faithfully perform said Contract on Owner's part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the Owner from all costs and damages which said Owner may suffer by reason of failure to do so; and (3) fully reimburse and repay said Owner all outlay and expenses which said Owner may incur in making





good any default.

The Contractor shall protect, defend, indemnify and save harmless the Owner, the Architect/Engineer and their officers, collectively referred to as "Indemnitees", from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including in part attorney fees, incidental to the defense of such suits, actions, claims, sickness, including death, to any person, or damage to property, including in part the loss of use resulting therefrom, arising from any act or omission of the Contractor, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Contractor's direction and control, and arising out of, occurring in failure of performance of any work or services called for by the Contract, or from conditions created by the performance or non-performance of said work or services. The Contractor's indemnification hereunder shall apply without regard to whether acts or omissions of one or more of the Indemnitees would otherwise have made them jointly or derivatively negligent or liable for such damage or injury, excepting only that the Contractor shall not be obligated to so protect, defend, indemnify and save harmless if such damage or injury is due to the sole negligence of one or more of the Indemnitees.

The Contractor shall insure vehicles and equipment as follows:

1. Commercial General Liability
  - a. Each Occurrence Limit \$1,000,000
  - b. General Aggregate Limit \$1,000,000
2. Commercial Automobile Liability
  - a. Limits of Liability:
 

Bodily Injury & Property Damage	\$1,000,000
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  - Each Accident:
  - b. Limits of Liability:
 

Uninsured and Underinsured Motorists	\$1,000,000
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3. Umbrella Liability
  - a. Limits of Liability:
 

Bodily Injury and/or property damage	
Each Occurrence	\$2,000,000
General Aggregate	\$3,000,000

## 12. Performance & Payment Bonds

Prior to commencement of Contract, Contractor shall deliver Performance and Payment Bonds in form incorporated in the specifications and with surety acceptable to Owner in an amount equal to six (6) months of the total estimated bid price of the amount of the Contract payable to the City of Council Bluffs, Iowa.

## 13. Payments To Contractor

Payment to the Contractor shall be as set forth in the Scope of Services.

## 14. Title VI Compliance

The City of Council Bluffs in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids



in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

**15. Equal Employment Opportunity**

The bidder will be required to submit the "Title VI & EEO Certificate of Compliance" as a response attachment through <https://cbiabids.ionwave.net>.



## Agreement

This AGREEMENT is made and entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Council Bluffs, Iowa, hereinafter called the Owner, and \_\_\_\_\_, hereinafter called the Contractor, with said Agreement to be effective when approved and executed by the Owner.

Whereas the Contractor on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, did submit a proposal to the Owner on certain Plans and Specifications entitled "Council Bluffs Special Transit Service (STS) Paratransit Operations Contractor 2025-2030" a copy of which Proposal is hereto attached and made a part hereof, the parties hereto do hereby, in consideration of the mutual covenants hereinafter contained, agree with each other as follows:

1. The Contract Documents include the Notice to Bidders, Instructions to Bidders, General Conditions, Special Provisions, Scope of Services, Proposal, Agreement, Bonds, Addenda and Modifications are a part of this Contract the same as if each had been fully set out and attached hereto.
2. The Contractor, for and in consideration of the contract price as hereinafter specified, hereby agrees to commence and complete work for paratransit services for the City of Council Bluffs under this Contract in accordance with the Contract Documents
3. The Owner desires to obtain goods and/or services provided by the Contractor according to the requirements outlined in the Request for Proposal.
4. The Contractor has submitted a response in connection with the Request for Proposal which the City of Council Bluffs has selected for the services.
5. The Contractor represents and warrants that the Contractor is qualified and duly licensed to provide the services in the State of Iowa.
6. The Contractor desires to provide the services and meet the obligations outlined in the Contract Documents and warrants that all representations made by the Contractor in the response remain accurate, valid, and binding.
7. The Owner agrees to pay the Contractor in accordance with the provisions of the Contract Documents and the accepted proposal.
8. It is mutually agreed by each party hereto that all provisions of the Contract Documents and accepted proposal shall be strictly complied with and conformed to the same as if rewritten herein, and that no substitutions or changes shall be made except upon written consent of the Owner, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of said Contract Documents.



9. The Contractor shall complete the work under this Contract. If the Contractor shall fail to do so, then the Contractor agrees to pay the Owner as liquidated damages, in an amount as set forth in the Contract Documents.

IN WITNESS WHEREOF, we, the contracting parties by our agents hereto affix our signatures.

---

Executed for Contractor:

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

\_\_\_\_\_  
(Title)

ATTEST: (Witness)

\_\_\_\_\_  
Date Signed

---

Bonds and Insurance Approved By:

\_\_\_\_\_  
City Attorney: Richard B. Wade

Non Discrimination in Employment  
Clause Compliance

\_\_\_\_\_  
Approved By: Human Relations Department

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Executed by City:

By: \_\_\_\_\_  
Mayor: Matthew J. Walsh

ATTEST: (Witness)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
City Clerk: Jodi Quakenbush

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## Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Council Bluffs  
Department of Public Works  
209 Pearl Street  
Council Bluffs, Iowa 51503

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modification to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corp. Seal)

SURETY  
Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corp. Seal)

SURETY  
Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.



1. The CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligations under this Bond, except to participate as provided in Paragraph 3.1

3. If there is no OWNER Default, the Surety's obligation under this Bond shall rise after:

3.1 The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2 The OWNER has declared CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3 The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1 The Surety in accordance with the term of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the condition of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds Issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the CONTRACTOR Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety Perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2 Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2 Contract: The agreement between the OWNER and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3 CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party): consultant



## Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place  
of Business):

OWNER (Name and Address):

City of Council Bluffs  
Department of Public Works  
209 Pearl Street  
Council Bluffs, Iowa 51503

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modification to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corp. Seal)

SURETY  
Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corp. Seal)

SURETY  
Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.



1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for the labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due. 4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the CONTRACTOR:

1. Have finished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied of for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communications from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be

used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that

all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the

Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on

which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon receipt of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS.

15.1 Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party): consultant





## General Terms and Conditions

**Definitions** - The words "City of Council Bluffs", "City", "Purchaser" or other pronouns used in their place shall mean the City of Council Bluffs and its various departments and divisions. The words "Bidder", "Contractor", "Vendor", "Supplier" or other pronouns used in their place shall mean a firm responding to this Bid.

**Accelerated Pay Discounts** - Accelerated discounts should be so stated on the Signature Page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices bid must, however, be based upon payment in net forty-five (45) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

### ADA Compliance -

1. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act <https://www.law.cornell.edu/uscode/text/42/12101>.
2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation - <https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm>, Section 504 of the 1973 Rehabilitation Act <https://www.ada.gov/cguide.htm#anchor65610>, and similar statutes and regulations prohibiting discrimination on the basis of disability.
3. The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Council Bluffs relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.
4. It is the responsibility of the Contractor to understand and implement the Accessible Design specifications indicated above (Article 1 and 2) into all applicable construction projects, including being aware of and making considerations for expected field or manufacturing tolerances, as stated in article 104.1.1 of the 2010 ADA Standards for Accessible Design. Further, the Contractor shall be responsible to make the construction workers aware of the specifications and tolerances in projects that involve ADA design items. Any subsequent inspection of installations of facilities or construction that results in failure to meet the Accessible Design parameters, these items shall be removed and replaced at the expense of the Contractor.

**Addenda/Clarifications** - No addenda or clarifications shall be considered valid except those issued by the City through Ion Wave.

**Assignment** - The City and the Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Contractor are hereby bound to the other Party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

**Bid Bond** - In accordance with City ordinance, each bid in excess of \$40,000 must be accompanied by cashier's check or bid bond payable to the City of Council Bluffs, Iowa, for a sum not less than 5% of the total amount of the bid. Copies of bid bonds or cashier's checks are to be uploaded in



the assigned requested attachments area. Letters of credit and company or personal checks are not acceptable substitutes for a bid bond and would be cause for rejection of bid.

**Bid Currency/Language** - All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.

**Bid Information is Public** - All documents submitted with any bid shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City in connection with a bid, the submitting party recognizes this and waives any claim against the City and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City and its officers and employees harmless from any claims arising from the release of any document or information made available to the City arising from any opportunity.

All information submitted by a vendor may be treated as public information by the City unless the bidder properly requests that information be treated as confidential and cites applicable confidentiality provisions of Chapter 22 at the time of submitting the proposal. In the event the bidder marks each page of the proposal as proprietary or confidential without adhering to the requirements of the Section, the City may reject the proposal as noncompliant.

**Bid Rejection or Partial Acceptance** - The City reserves the right to accept or reject any or all bids or parts thereof. The City further reserves the right to waive technicalities and informalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.

**Change in Scope** - The City shall have the authority to INCREASE the scope of this contract up to 20%. If any changes are made, the contract shall be adjusted accordingly, and the amount of increase, if any, in the contract price shall be determined by the unit prices submitted in the bid; if such prices are not submitted or are not applicable, then by mutual agreement between the Contractor and the purchaser.

**Conflict of Interest** - Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the City that is a conflict of interest. No employee, officer or agent of the Contractor shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code Chapter 68B shall apply to the Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Contractor shall be liable for any excess costs to the City as a result of the conflict of interest. The Contractor shall report any potential, real, or apparent conflict of interest to the City.

**Contractor Registration** - Under Code of Iowa Chapter 91C, any construction Contractor performing work in Iowa is required to be registered with the Iowa Division of Labor. Contact the Iowa Division of Labor, telephone number (515)281-3606, for information.

**Disputes** - Should any disputes arise with respect to the Contract, the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor. The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for the Contractor to stop or delay Work.



**Errors in Bids** - Carelessness in quoting prices or in preparation of a bid otherwise will not relieve the bidder from obligation.

**Exceptions** - All requests for exceptions to the specifications must be made by the questions deadline and the City will approve or deny.

**FOB Point and Freight/Delivery Charges** - The FOB point, in terms of loss or damage, as well as where title to goods is passed, shall be FOB-Destination. Freight/delivery charges are to be included in the quoted price of goods. Final inspection and acceptances shall be made by a representative of the City. It shall be the responsibility of the successful bidder to notify the City, in writing, if there becomes any reason the specified delivery time cannot be met. The City reserves the right to assess any costs incurred by the City due to late delivery by the successful bidder.

**Force Majeure** – If a Force Majeure Event prevents a party from complying with an obligation under the Contract, the inability to comply will not constitute a breach of this Contract. “Force Majeure Event” means an event beyond the reasonable control of the party and incapable of being avoided by the party through the exercise of reasonable care. “Force Majeure Event” specifically excludes increases in prices, changes in economic conditions, financial difficulties of the party, strikes or labor unrest within the party’s workforce, or delay or failures to perform by the party’s subcontractor unless the subcontractor’s delay or failure is caused by a Force Majeure Event. If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of the Force Majeure Event, its effect on the party’s performance, and how long the noncomplying party expects it to last. The noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under the Contract. If the Contractor’s performance is delayed more than thirty days, then the City may terminate this Contract by giving notice to the Contractor.

**Indemnification** - Contractor shall: (1) faithfully perform said Contract on Principal’s part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the City of Council Bluffs, its officers and employees from all costs and damages which said Owner may suffer by reason of failure to do so; and (3) fully reimburse and repay said Owner all outlay and expenses which said Owner may incur in making good any default.

The Contractor shall protect, defend, indemnify and save harmless the Owner, the Architect/Engineer and their officers, collectively referred to as “Indemnitees”, from and against costs and suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including in part attorney fees, incidental to the defense of such suits, actions, claims, sickness, including death, to any person, or damage to property, including in part the loss of use resulting there from, arising from any act or omission of the Contractor, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Contractor’s direction and control, and arising out of, occurring in failure of performance of any work or services called for by the Contract, or from conditions created by the performance or non-performance of said work or services. The Contractor’s indemnification hereunder shall apply without regard to whether acts or omissions of one or more of the Indemnitees would otherwise have made them jointly or derivatively negligent or liable for such damage or injury, expecting only that the Contractor shall not be obligated to so protect, defend, indemnify and save harmless if such damage or injury is due to the sole negligence of one or more of the Indemnitees.

**Laws and Regulations** - The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses, permits, and regulations of a governmental body having jurisdiction and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing the Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.



**No Gift Standard** - The City of Council Bluffs is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to government employees with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties.

**Non-Appropriation Clause** - Continuance of this contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of this contract by lack of appropriation shall be without penalty.

**Non-Collusion Statement** - Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure the Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Contractor, nor anyone in the employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

**Qualification of Contractor** - The City may make such investigations as deemed necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the City all such data and information for this purpose as the City may request.

The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Contractor fails to satisfy the City. The Contractor is properly qualified to carry out the obligations of the bid and to complete the work contemplated therein to the best interest of the City of Council Bluffs.

**Regulatory Agency Compliance** - Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Council Bluffs expects that Contractors will offer expertise on conformance of regulations applying to the products they sell and the work they perform.

**Right to Protest** - Anyone wishing to file a protest concerning (1) the specifications, (2) the bid procedure or (3) the award of the contract must do so in writing in accordance with the City's Protest Procedure which is posted on the City's website at: <https://www.councilbluffs-ia.gov/241/Legal>.

**Subcontractors** - The Contractor is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this bid must be acceptable to the City. The Contractor shall submit in writing to the City for approval the names of Subcontractors proposed for the work, prior to execution of any work. The City reserves the right to reject any proposed Subcontractor if the successful Contractor fails to satisfy the City that the proposed Subcontractor is properly qualified to complete the work contemplated. Proof of insurance is required from all Subcontractors. The Bidder shall be fully responsible to the City for acts and omissions of any and all subcontractors.



**Specifications** - Unless otherwise stated, every item provided in response to this Request for Bid shall be new, unused, and of current model under standard production by the manufacturer. Items shall be furnished complete with standard equipment and accessories as listed in the manufacturer's printed literature. Remanufactured, used, demonstrator models or refurbished items will not be accepted.

**Suspensions and Debarment** - The Contractor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Council Bluffs or the State of Iowa.

**Taxes** - Prices quoted shall not include federal or state taxes from which the City of Council Bluffs, Iowa is exempt. A tax exempt certificate will be issued upon request.

**Termination of Contract for Convenience** - The City may terminate the Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under the Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

**Termination for Cause and Default** - If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the terms or conditions of the Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the City, all completed Work, reports, and delivered materials shall, at the option of the City, become its property, and the Contractor shall be entitled to receive compensation for any satisfactory Work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the Contract by the Contractor and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City are determined. The City reserves the right to hire someone else to do the work and the Bidder would be responsible for difference in bid amount and actual amount paid by City to different contractor.

**Treatment of Records** - All Documents and other materials prepared by the Contractor in connection with this project are the City's sole property in which the Contractor has no proprietary or other rights or interests. All reports, documents, information, and any materials or equipment furnished to the Contractor by the City shall remain the sole property of the City. Nothing written in this paragraph, however, will be interpreted to forbid the Contractor from retaining a copy of information for its files.

**Violations** - Any violation of the terms and conditions specified herein by the Contractor can result in removal from this and future bids. Additionally, the City reserves the right to discontinue usage of said Contractor depending on the violation.

**Warranties – Goods** - The Contractor warrants that all articles, materials and goods shall be consistent with manufacturer's specifications and will be free from defects. Without limitation of any rights which the City may have by reason of any breach of warranty, goods which are not as warranted may be returned at Contractor's expense within thirty (30) days after delivery, for either credit or replacement, as the City may direct without additional charge to the City.



**Warranties – Work** - The Contractor shall perform Work for the City pertaining to the Project as set forth in the Contract. Contractor represents that the Work and all of its components shall be free of defects; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of the Contract.

Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work performed under the Contract. Contractor shall, promptly and without charge, provide all corrective Work necessary as a result of Contractor's acts, errors, or omissions with respect to the quality and accuracy of the Work.

Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such acts, errors, or omissions.

Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Contractor.

**Warranties – Intellectual Property** - Contractor represents and warrants that all the materials, goods and work produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and work. The Contractor represents and warrants that the materials, goods and work, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Contractor further represents and warrants that the materials and works do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and work contemplated by the Contract.

**Withdrawal or Revision** - Any bid may be withdrawn or revised prior to the scheduled time for proposal opening. No bidder may withdraw his or her bid for at least 45 days after the scheduled closing time for receiving bids.





## Special Provisions

### Scope of Contract

The contractor shall furnish and supply the services listed in the technical specifications in accordance with the terms, conditions and provisions set forth herein.

The City of Council Bluffs reserves the right to award this contract to a single vendor or to multiple vendors, whichever is deemed to be in best interest of the Contracting Entity.

### Contracting Entity

The term "Contracting Entity" as used throughout these specifications shall mean the City of Council Bluffs. However, should other entities choose to obtain goods or services from the resultant pricing agreement(s)/contract(s), the contracted vendor(s) will honor the terms and conditions, including price, of the pricing agreement(s)/contract(s).

### Contract Period

The contract shall be for five (5) years with the option to renew for one to five additional years. The pricing agreement/contract shall be in effect commencing on the date of award as approved by the City.

### Contract Renewal Option

- Should the City desire to renew the contract, a written preliminary notice will be furnished to the contractor 12 months prior to the expiration date of the contract. (Such preliminary notice will not be deemed to commit the City to renew.)
- Upon receipt of the City's preliminary notice, the contractor shall, if desired, submit a written agreement to continue contract performance for the additional period.
- Should the City exercise this option for renewal, the contract as renewed shall be deemed to include this option provision except that the total duration of this contract, including any renewals, shall not exceed eleven years and six months without approval of the City.
- In all cases, contract renewals must be approved by the Contracting Entity's governing body.

### Proposal Review and Evaluation

Proposals will be opened privately. Strict confidentiality as to the nature and cost of the proposals will be maintained throughout the negotiation process. Only after a recommendation for award of contract has been made will the successful responding party be publicly revealed, and the terms and conditions of the part made known.

All proposals will be evaluated and scored according to items and relative points listed in the Scope of Services. The Evaluation Committee shall conduct an evaluation based on each information set forth in the proposal, past performance, and references of each firm.

### Contract Negotiation

Negotiations/discussions will then be conducted with the party(s) determined to be within the competitive range. At the conclusion of the negotiation/discussions with the party(s) in the competitive range, the procuring official may ask all part(s) to submit their best and final offer(s) in writing.



### **Contract Award**

Award will be made to the responsible vendor whose proposal is most advantageous to the City's STS program on the basis set forth in the specifications. Selection will be made for the vendor deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in this RFP. The award document will be a contract incorporating by reference all requirements, terms, and conditions of the solicitation and the vendor's proposal as negotiated.

### **Proposal Rejection and Extension**

The City reserves the right to reject any or all proposals or parts of proposals; to negotiate modifications of proposals submitted; to accept part or all of the proposal on the basis of consideration other than the lowest costs.

Proposals shall remain in effect for 60 calendar days from the proposal due date. The City reserves the right to postpone the proposal due date.

### **Award**

**The City Council may award the contract on Monday, June 9, 2025.** The Contractor will sign the contract and provide insurance certificates within nine (9) calendar days from the date of the City Council award. The City reserves the right to reject any and all proposals for any reason. Notice of award will be by e-mail. Unsuccessful Contractors will be notified by e-mail.

### **Existing Contract**

The City currently has a contract with Southwest Iowa Transit Agency (SWITA) for paratransit service. They provide the drivers and dispatching for about 16,000 rides per year for the City. They also provide important record-keeping information for the City for quarterly and annual reports for the Iowa Department of Transportation (Iowa DOT) as well as providing additional vehicles, when necessary, when one of the City's vehicles is not available.

### **Affirmative Action Plan**

The Contractor to be submitted to the City Council for award may be required to submit a signed Affirmative Action Plan to the Public Works Department prior to the award.

### **Protest Procedures**

a. The following procedure is for filing a protest – a statement expressing disapproval of or objection to something. It is not to be confused with requesting additional information, asking a question, or requesting an exception. If possible, additional information, questions, and exceptions should be requested first and must be done in accordance with the timeframe for doing so stated in the specifications.

b. Right to Protest

Any prospective bidder or proposer may protest the provisions of a Request for Bid (RFB) or Request for Proposal (RFP).

A written protest must be submitted via e-mail to [protest@councilbluffs-ia.gov](mailto:protest@councilbluffs-ia.gov). All protests must include the following information:





1. Name, address, and phone number of the protester
2. The RFB or RFP number and project title
3. A detailed statement of the basis for the protest
4. Supporting evidence or documents to substantiate all concerns

c. Protest of Specifications **Prior** to Bid/Proposal Opening

Any prospective bidder or proposer who wishes to protest in connection with the solicitation of a bid or proposal may protest on the grounds of irregularities in specifications or bid/proposal procedure.

For protests related to specifications or bid/proposal procedures, a formal written protest must be filed no later than 96 hours (excluding holidays and weekends) prior to the scheduled bid/proposal opening date and time.

A designated committee of the City Attorney, Chief of Staff, Purchasing Officer, and project sponsor shall investigate the concerns, discuss the protest with the department director overseeing the project, and respond in writing to the protest within three (3) business days. In the event a protest is filed in accordance with the bid protest procedures herein, and if warranted by the information presented, the City designee may suspend the procurement at his or her discretion and establish a new opening date and time.

d. Protest of Recommended Award **After** Bid/Proposal Opening

Any bidder or proposer, who wishes to protest in connection with the evaluation of the bid or proposal or the staff recommendation regarding award of a contract, provided that such bidder or proposer would have been awarded the contract but for the aggrieved action, may protest such evaluation or award recommendation.

If the bid or proposal is to be awarded at a City Council meeting, the protestor must be present at that study session and meeting and state his/her case accordingly. Upon posting of the bid results and recommendation on the published City Council agenda, a written protest in accordance with the direction provided in part B of this document must be submitted by 9:00am on the Friday preceding the City Council meeting. Additional information regarding City Council meetings can be found here: <https://www.councilbluffs-ia.gov/122/City-Council>.

For protests related to the evaluation of bids or proposals or staff recommendation of award of a contract that does not require approval from the City Council, a written protest in accordance with the direction provided in part B of this document must be filed within 48 hours (excluding holidays and weekends) after the bid opening.

e. Appeal of the City's decision on an appeal may be made in writing to the FTA regional office, 901 Locust Street, Kansas City, MO 64106 within five (5) calendar days of the receipt of such decision. Written notice of the appeal shall be provided to the City's Public Works Resource and Program Coordinator.

f. The FTA accepts protests including allegations that a grantee fails to have protest procedures or has violated such procedures (see FTA Circular 4220.1G for details).



## Scope of Services

### Purpose of Service

As part of the City's commitment to comprehensive public transit services, it is intended to provide transportation for residents of all ages who are mobility disadvantaged due to physical or mental disability. This transportation system is utilized to enhance existing public transportation that is deemed not specialized enough to meet the needs of the disabled.

### Scope of Work

The work required is the provision of curb-to-curb transportation service that meets all requirements of the Americans with Disabilities Act (ADA) and Federal Transit Administration (FTA) regulations to eligible users at their request, within the designated days and hours of operation to and/or from any origin or destination within the paratransit zone of the City of Council Bluffs, Iowa, and certain designated points within Omaha, Nebraska. The Contractor shall provide service operation and administration, dispatching, communication, record keeping, personnel training, and required drug and alcohol testing and reporting. The City will provide promotion and marketing of the system, determination of client eligibility and client certification, and will provide and maintain the specially equipped vehicles necessary for the service. The City may allow the City's STS vehicles to be parked overnight within the Public Works' campus. The City will lease the vehicles to the Contractor for \$1.00 annually per vehicle. The Contractor shall not use the City's vehicles for its own use.

The Contractor will also include in the proposal an estimate for possible demand-response service in addition to the paratransit service.

### Basis of Paratransit Service

The City of Council Bluffs' STS is planned to be provided from 5:05 AM through 11:35 PM on Mondays through Fridays, and 6:35 AM through 8:55 PM on Saturdays. There is currently no Sunday or Holiday service, although this could be added with the objective to reduce Weekday service to balance the annual hours.

Weekday service normally utilizes three to four of the total four vehicles during the Contractor's service hours. Saturday service utilizes one or two vehicles for operation.

The fare charged is \$2.50 for each ride.

A service hour is defined as the time when a driver and vehicle are available to provide transportation service. Revenue hours will be defined as the time when a driver and vehicle makes the first passenger pick up until the last passenger drop off for the day.

The Contractor shall provide actual on-street service beginning at the starting time and until the ending time specified by the City. The Contractor shall accept requests for service for any time at least 15 minutes before the specified ending time. Trips in transit after the ending time shall be completed in the most cost-effective manner for the City of Council Bluffs. No new trips shall be scheduled less than 15 minutes before the ending time.

### Paratransit Revenue Hours

Anticipated revenue hours are as follows:

Mondays through Fridays:	6:00 AM to 5:00 PM
Saturdays:	9:00 AM to 5:00 PM



In addition to these hours, service will also be provided if needed and scheduled for the day before at the following times: anytime service is requested during the following hours, the Contractor is required to provide this service in the most economical method for the City such as designated cab service. The City will not pay for cab service during the revenue hours noted above.

Mondays through Fridays:      5:05 AM to 6:00 AM  
   5:00 PM to 11:35 PM

Saturdays:                              6:35 AM to 9:00 AM  
   5:00 PM to 8:55 PM

Assume a total of 10,000 annual revenue hours for operations.

The City reserves the right to adjust the service schedule as it deems necessary and the service will depend on the specific routing and schedule of the fixed-route transit service provided in Council Bluffs.

Holidays to be observed during the Agreement period are:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

#### **Additional Demand-Response Service**

In addition to the paratransit service described in this RFP, the City may decide to provide demand-response (also known as "microtransit") service to replace lighter-ridership fixed-route service in the suburban area. This is proposed to be in a zone with a maximum of four (4) square miles and include at least one transfer/mobility hub location for connections to the fixed-route service.

Demand response service would operate as follows:

Mondays through Fridays:      6:30 AM to 6:30 PM  
Saturdays:                              9:00 AM to 6:00 PM

Assume a total of 3,500 annual revenue hours for demand-response operations.

#### **Operators**

The goal of the STS is to provide responsible, courteous, safe, timely, and efficient transportation. All operational procedures and employee training should be developed by the Contractor with these points in mind and in compliance with Federal regulations regarding paratransit service.

The Contractor shall fully staff all positions and describe its staffing, hiring, and training program in the proposal including an organizational chart and shall provide further detail in a management, staffing and training plan. Certain hiring, training and related matters must be performed to conform to all applicable local, state and federal requirements.

The Contractor shall provide qualified management personnel to meet all requirements in this RFP. The Contractor's management staff will have full responsibility for and be held accountable for meeting the specifications and requirements of this RFP and subsequent Contract between



the parties. The Contractor will identify the necessary personnel for safe and efficient operation of transit and ensure that staff is properly trained, directed and overseen throughout the Contract.

Drivers shall be responsible for locking wheelchairs into place with the tie-down devices and ensuring that seated passengers wear seat belts. Driver negligence regarding the securing of wheelchairs with tie-downs and seated passengers with seat belts shall be the sole responsibility of the Contractor and shall be considered a failure to maintain the required level of service. Clients have the right to refuse tie-down devices and/or seat belts. If clients refuse tie-down devices and/or seat belts, drivers will be considered as having fulfilled their responsibilities concerning tie-down devices and/or seat belts.

Drivers will collect STS fares and tickets on the vehicles and a complete record of all monies and tickets collected will be maintained.

Drivers shall not be required to wait more than five (5) minutes at any pick-up location. Drivers shall wait until the start of the pick-up window to begin the five (5) minute countdown and wait the full five (5) minutes before leaving without the rider.

Drivers shall assist passengers at the curb and sidewalk, when necessary, in boarding and leaving the vehicle. ADA Complementary Paratransit is an origin-destination service, meaning if a passenger needs additional assistance getting to the bus from the front door of their origin and/or needs assistance getting from the bus to the front door of their destination, the driver shall provide that assistance.

Drivers and dispatchers are subject to the drug and alcohol regulations adopted by the FTA. The Contractor shall develop and implement a written Drug and Alcohol Testing program that is in full compliance with all FTA and Federal Regulations including 49 CFR Parts 655 and 40. A general description of this program shall be submitted with the proposal and detailed in Pre-Public Service Period Contract Phase 1 SOP's and submitted to the City. This includes written policies describing which employees are subject to testing, what types of testing will occur, which behavior is prohibited and the consequences of violating the policy. The Operations Contractor's Drug and Alcohol Testing Program must be specific to the City's paratransit system.

The Contractor shall provide all labor, administrative, professional, and supervisory personnel and implement appropriate personnel and Human Resources policies. All employees of the Operations Contractor shall be under its sole direction and not that of employees or agents of the City.

The Contractor shall grant the City access to and copies of the records of any employee of the Contractor or any subcontractors upon request. Such records are to include but not be limited to: timekeeping, drug and alcohol testing results, qualifications, training, certifications, testing and observation results, motor vehicle operator license records, and criminal records.

The Contractor must provide uniforms and appropriate safety Personal Protection Equipment (PPE) for employees.

**Labor Relations and Agreement:** The Contractor is responsible for all labor agreements associated with the Contractor's contract with the City for transit operations.

**Driver Availability:** The Contractor must provide sufficient, available, and trained personnel to ensure the reliable operation of service, including when regularly scheduled staff members are unavailable due to vacation, holidays, sick time, and other reasons.

**Employee Relations:** It is anticipated that the Contractor will employ all transit operations and personnel under the Contract. The Contractor will be responsible for all employee relations and



all detailed employee and Human Relations policies regarding the Contractor's employees, including all local, state, and federal requirements. The Contractor's plans for complying with appropriate requirements including drug and alcohol testing, certifications, maintenance employees dealing with potential hazardous materials, training and re-training, dealing with accidents, employee issues, complaints, etc. are to be described in the proposal and in SOPs developed.

### **Vehicles**

The City shall own and maintain the vehicles necessary for STS services. Contractor will be responsible for coordinating and scheduling routine vehicle maintenance with the City Fleet Maintenance supervisor, as needed. The cost of any vehicle repairs resulting from the fault of a driver, shall be paid by the Contractor.

Daily pre-trip inspections are required to be completed by the drivers and turned into the City Fleet Maintenance Supervisor on a weekly basis. The inspection forms will be provided by the City.

Vehicles shall only be fueled at the City-owned fueling facility located at 901 10<sup>th</sup> Avenue. The City will maintain all records associated with fuel usage. Fuel costs will be paid by the City.

The Contractor shall lease the City's fleet of STS vehicles at a rate of \$1 per vehicle per year. The Contractor shall not use a City STS vehicle for its own use.

The Contractor may substitute like vehicles from its own fleet as necessary to ensure full service and continuous coverage under this Agreement. The City will compensate the Contractor for vehicle rental according to agreed-upon rates for both half-day and full-day use of the Contractor's vehicle. The Contractor shall not charge for the use of an additional vehicle prior to delivery of the out-of-service STS vehicle to the City's maintenance facility, or other mutually agreed upon repair facility.

### **Dispatch**

The Contractor is required to provide dispatching for STS. A specific toll-free telephone number, website, and mobile app (for this purpose only), shall be established to receive service requests and one or more schedulers shall be available to answer and reply to calls/messages during the specified hours. Communication logs shall be kept to determine STS clients who call, the time of the call, and the reason for the call. This information is needed for late cancellations and no-shows.

Requests for STS service, including next-day service, shall be taken at least Mondays through Fridays from 8:00 AM to 5:00 PM. Requests for other than next-day trips will be taken up to 14 days in advance. Reservations can be accepted using electronic means (answering machines, voice mail, text messages, and app messages) on Saturdays and Sundays or before 8:00 AM and after 5:00 PM on Mondays through Fridays.

The Contractor shall take the necessary steps to provide schedulers who are sensitive to the specialized needs of the disabled, who are familiar with the City and the STS service area, who are orientated in the policies for use of STS established by the City, and the operational procedures of the Contractor.

The Contractor will notify the City (712-890-5296) as soon as possible if unable to provide paratransit service due to inclement weather. Dispatch personnel will notify scheduled passengers of any cancellations. Local media is acceptable for announcement of cancellation of service.



The Contractor, at its own expense, shall utilize up-to-date routing software to maximize efficiency in transporting STS clients. This includes the ability to combine multiple trips while meeting ADA regulations.

### **Software Platform**

The Contractor will provide a software platform to meet scheduling, dispatching, and customer expectations. This should enable paratransit and demand-response (microtransit) service delivery and monitoring. The Contractor shall demonstrate flexibility to scale up or down the software functionality in response to real-time changes in demand as well as usage trends over time. It is anticipated that the Contractor will meet the following specifications:

1. The software platform shall be available for use by dispatch and customers (can be two different applications and connected for access by the Contractor or the customer).
2. The software platform shall be internet browser/cloud-based with the ability to use by multiple devices.
3. The software shall be stand-alone and not require the purchase of additional software to function.
4. The software platform shall be able to allow the “comingling” of paratransit and demand-response/microtransit trips and produce reports for the different operations of each.
5. The software platform shall provide service performance reporting, such as ridership, schedule adherence, and other standard reports. The reports shall be exportable to an interactive file format such as Excel.
6. The software platform shall provide reports that meet National Transit Database requirements. At a minimum, the following data should be able to be extracted: revenue hours, revenue miles, ridership by time of day and day of week, number of trips that are shared rides, request origin latitude/longitude, destination latitude/longitude, average load, origin and destination frequency, onboard time, average wait time, average number of “no shows” and number of trips using mobility devices.
7. The Contractor shall provide user and technical support via a regular support line during published support hours.
8. The Contractor shall provide marketing and advertising materials designed to inform customers of the availability of a new service type and training for those interested in using the new service.

### **Level of Service**

The Contractor will provide efficient, courteous, and timely transportation to the disabled citizens of the City as determined through an application process. The level and quality of service provided by the Contractor shall be maintained under normal and extraordinary levels of demand. The following service parameters will be strictly adhered to in the service delivery:

1. Trips must be scheduled within one hour of requested time. The Contractor does have the option of negotiating with the client a pick-up time of an hour either before or after the requested time if scheduling capacities justify this action.
2. Clients shall be picked up with no more than a 30-minute variance from the scheduled time. The 30-minute time window is from 15 minutes before the scheduled pick-up time to 15 minutes past the scheduled pick-up time.
3. Clients shall be delivered at, or before, their assigned delivery time.
4. No client shall be limited in the number of trips they may schedule.



5. No client shall be denied a trip because of the purpose of the trip.
6. The client will be notified by telephone if the STS vehicle dispatched to provide the service will be more than 15 minutes late. A new pick-up and delivery time will be given to the client at that time.
7. Service is available anywhere within the set STS zone, which includes the area in downtown Omaha.

### Records and Reporting

Various internal records and procedures will be developed by the Contractor. All records associated with the Contractor's provision and operation of STS, whether requested by the City or whether part of records normally kept by the Contractor on its operations, shall be open to the City. The records and procedures are subject to City approval for form content and accuracy.

All records applicable to the operation of this service must be retained and be available to the City for a period of three (3) years after the termination of this Agreement. If the Contractor discontinues its business operation, it will turn over relevant records to the City within three (3) business days.

The Contractor shall provide to the City the monthly trip information and other pertinent data needed to qualify for Federal or State subsidies.

The Contractor shall establish record keeping and operating procedures to provide the following:

1. A dispatch log shall be established on which both subscription and reservation service trips shall be entered daily by the dispatcher. Information required on the dispatch log sheet includes, in addition to normal dispatch information, trip purpose, presence of non-paying escort and/or paying companion, and client identification. Such information may be recorded electronically. The dispatch log shall reflect all requests for service received from STS clients, whether or not service was provided, and if no service was provided, the reasons for such failure.
2. Trip sheets maintained by the drivers indicating vehicle identification, date, client identification, scheduled and actual pick-up and delivery time, and origins and destinations. Copies of trip sheets will be provided to a City representative monthly. Electronic format is acceptable.
3. A daily record of all fare receipts.
4. A file indicating certified users of STS and procedure to monitor subscription service, no-shows, and other data necessary to operate the service in accordance with user policy established by the City.

### Required Reports

1. On or before February 15th of each calendar year, the Contractor must submit to the City the Management Information System (MIS) Report on substance testing for the previous calendar year, in compliance with federal law. The Contractor must annually provide a statement of compliance with the drug and alcohol testing rules using language similar to that required by federal law.
2. The Contractor must submit a monthly report which will include:
  - a. The total vehicle miles
  - b. The total revenue miles
  - c. The total number of passengers (rides)
  - d. The total farebox revenue
  - e. Types/purposes of trips
  - f. Revenue hours (per week), which includes documentation from driver logs or Contractor dispatch records
  - g. Monthly cost of service





The Contractor will describe their plan for ensuring that timely monthly reports are provided to the City in keeping with the operations contract.

### Communication

The Contractor shall provide and maintain the capability of two-way voice communication between dispatch and drivers. The communication system shall be between the Contractor's base station and all vehicles utilized in providing paratransit service.

### Insurance

The Contractor shall indemnify, defend and hold harmless the City, its officers, employees, and agents from any and all liability from any damage, loss or injury including death (this will include attorney fees and the cost of litigation) arising out of an event or incident related to the Contractor, its employees and agents performing or attempting to perform its obligations to the City and public as set out in this agreement.

As evidence of its ability to perform its obligation set out in the above paragraph, the Contract shall provide proof of insurance covering all aspects of its operations as they relate to the City and this agreement. This insurance must be in at least the amounts set forth below and require 30 days written notice to the City prior to cancellation. The City shall be identified as an additional insured on the Contractor's policy.

The Contractor shall insure vehicles and equipment as follows:

1. Commercial General Liability
  - a. Each Occurrence Limit \$1,000,000
  - b. General Aggregate Limit \$1,000,000
2. Commercial Automobile Liability
  - a. Limits of Liability:
 

Bodily Injury & Property Damage	\$1,000,000
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  - Each Accident:
  - b. Limits of Liability:
 

Uninsured and Underinsured Motorists	\$1,000,000
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3. Umbrella Liability
  - a. Limits of Liability:
 

Bodily Injury and/or property damage	
Each Occurrence	\$2,000,000
General Aggregate	\$3,000,000

In case of an accident resulting in a total loss, either fair market value or a replacement vehicle, subject to City approval, the title of which shall be relinquished to the City, shall be returned to the program.

### Compensation

On or before the 15<sup>th</sup> day of each month, the Contractor shall submit to the City an invoice equal to one-twelfth of the annual lump sum amount, minus any fares collected and retained, plus additional charges for use of Contractor's vehicles should the need arise (i.e. the City's STS vehicles are unable to meet the demands for service, such as City vehicles are being serviced or repaired).





The City will, upon receipt of the Contractor's monthly invoice, remit payment of the balance due, net of any credits to the Contractor, promptly within 30 days.

The annual service fee may be reviewed annually by the Contractor and City personnel, resulting in a mutually agreed upon contract addendum if needed.

#### **General**

The Contractor shall submit for the City's approval written procedures and reporting policies for the following:

1. Vehicle accidents
2. Vehicle failure
3. Service complaints

The Contractor shall provide access to an established place of business for the conducting of management activities including the acceptance of information.

The Contractor shall submit a monthly invoice for providing service in accordance with the accepted proposal. All costs charged to the operation shall be supported by properly executed payrolls, time records, invoices, contracts, or other documentation to the satisfaction of the City. The Contractor shall deduct an amount equal to fare revenues collected from the monthly billing.

Client eligibility and cancellation of eligibility shall be entirely within the discretion of the City.

#### **Federal and State Requirements**

This Agreement is subject to financial assistance contracts, and the conditions of said contracts between the City and the State of Iowa, and between the City and the FTA, which require that the Contractor comply with certain regulations. The regulations are listed in Exhibit C.



## Proposal Requirements

### Proposal Content

To simplify the evaluation process and obtain maximum comparability, the City requires that all responses to the RFP be organized in the manner described below and complete the included forms:

#### Volume A:

1. Cover Letter, including contact name and address.
2. Project Understanding and Approach.
3. Experience and Qualifications of Lead Firm, including all existing contracts and the number of passengers per year involved.
4. Team Organization and Credentials, including resumes of the Contractor's proposed lead person for this contract and the resume of the lead person's supervisor.

#### Volume B:

1. Certificate of Insurance Coverage.
2. Financial Information: Contractor's most recent audited financial statement and annual gross receipts of the firm.
3. Surety.

#### Volume C:

1. Organizational chart.
2. Paratransit cost proposal.
3. Demand-response cost proposal.

#### Volume D:

1. Proprietary and Confidential information.

### Evaluation Criteria for Proposals

The selection process will consist of a Selection Committee that will evaluate the proposals and recommend a selection based upon a "Best Value" competitive selection. Award of a contract, if any, will be made to the responsive and responsible Proposer whose offer conforming to the solicitation is judged by an integrated assessment of the evaluation criteria to be the most advantageous to the City. The proposal will be evaluated by scoring five criteria for a total of 100 points. For this procurement, all technical evaluation criteria will be considered along with cost in making the final award determination.

Technical experience and qualifications submissions will first be reviewed for responsiveness. To be responsive, submissions must contain all required forms, meet the RFP requirements, and provide the requested information. Failure to submit the required forms, to meet the RFP requirements, or provide the requested information may cause the Proposal to be deemed non-responsive.

The following information provides a description of the proposal evaluation process including the rating scale, and the selection criteria. The proposal's maximum total is 100 points. Each Proposal



must clearly and fully demonstrate that the Proposer has a thorough knowledge and understanding of paratransit operational requirements and has valid and practical solutions for technical and operational problems.

The minimum requirements to respond to this RFP are as follows:

1. Minimum of three (3) years of paratransit service experience in an urban and/or suburban environment.
2. Participation in the mandatory preproposal meeting.

The following qualifications are desired:

1. Experience working with established transit agencies.
2. Experience with projects subject to the federal requirements described in this RFP.

The following list of criteria and corresponding points scoring will be used to evaluate the proposal. These four categories will determine the lowest and best bid.

- A. Contract Costs (25 points):** Total estimated cost of the Operations Contract based upon the services provided, including any additional costs projected during the term.
- B. Experience and Performance (25 points):** Include information on similar paratransit projects and local agency contact information on similar projects. Information is to be supplied on meeting contract requirements and achieving performance targets. Include three references and information on the Contractor's character, integrity, reputation, and judgment.
- C. Project Understanding and Approach (25 points):** The Contractor's approach to planning for paratransit system operations, establishing procedures, hiring and training staff, achieving workforce and subcontractor diversity, experience and approach to maintaining high quality of service throughout the Contract will be evaluated.
- D. Qualifications of Staff (15 points):** Lead firm and team's experience with similar projects and activities comparable to the Council Bluffs paratransit system. In addition to experience operating and maintaining all aspects of paratransit systems, experience meeting project schedules, performance requirements, operating and maintenance plan, and other contract requirements on similar projects will be described and evaluated.
- E. Sufficiency of the Contractor's Financial Resources (10 points):** Bidders should provide information on their financial stability and ability to fulfill the multi-year requirements of the Contract.



## **Professional Services Agreement Attachments**

The following Attachments are incorporated by reference into the Agreement by and between the CONTRACTING ENTITY and SERVICES PROVIDER and shall have the priority and precedence as first set forth in paragraph one of this Agreement.

The Attachments include:

**Attachment “A” Fare Structure**

**Attachment “B” Liquidated Damages**

**Attachment “C” Federal Transit Administration (FTA) Requirements**

**Attachment “D” SERVICES PROVIDER’S Project Team and Clients’ Administration Team and Resources**

**Attachment “E” Request for Proposals, including Addenda**

**Attachment “F” Insurance**

**Attachment “G” SERVICES PROVIDER’S Interview and Proposal**

**Attachment “H” Title VI & EEO Certificate of Compliance**

**Attachment “I” Non-Collusion Bidding Certification**

**Attachment “J” Iowa Transit/Service Provider Certification Regarding Debarment, Suspension and other Responsibility Matters**

**Attachment “K” Certification of Restrictions on Lobbying**

**Attachment “L” Certification of Compliance with Bid Specifications**

**Attachment “M” Bid Bond**



## ATTACHMENT “A”

### Fare Structure

The following fare structure, which was effectuated on March 12, 2012, will remain in effect, unless changed by the City:

ADA - Eligible Passenger	\$ 2.50 per one-way trip
Personal Care Attendant	Free
Riding Companion (space available)	\$ 2.50 per one-way trip



## ATTACHMENT "B"

### Liquidated Damages

The Contractor's performance of the services described in this contract is very important to the City. The parties hereby agree that damages suffered by the City by the contractor's failure to perform and complete the services properly or in a timely fashion are difficult to measure and compute. Time is also of the essence. To encourage compliance with the conditions of this contract, the City has established liquidated damages, when appropriate, for non-compliance with this contract.

Liquidated damages, as agreed below by the Contractor, shall be deducted from any financial amounts due, or which may thereafter become due, from the City to the Contractor under this contract. Liquidated damages will not be assessed for circumstances beyond the control of the Operator, as determined by the City.

<u>Failure Type</u>	<u>Per Occurrence/Per Day</u>
1. Manifests not on file or incorrect	\$ 100
2. Late notification of accidents/incidents/weather shutdown	\$ 50
3. Late reports	\$ 25
4. Dirty or damaged vehicle	\$ 100
5. Vehicle operator without a valid license for this contract	\$ 500

In addition to the above-liquidated damages, the City reserves the rights and remedies it may have against the Contractor for breach of contract.



## ATTACHMENT “C”

### Federal Transit Administration (FTA) Requirements

**Charter Service Operations** – The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR 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 under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.

**School Bus Operations** – Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemption in 49 CFR Part 605, Subpart B, § 605.11.

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

**Clean Water** –

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

**Lobbying** – Clause and specific language therein are mandated by 49 CFR Part 20, Appendix A.

Modifications have been made to the Clause, pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq]

-Lobbying Certification and Disclosure of Lobbying Activities for third-party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, “New Restrictions on Lobbying,” at 49 CFR § 20.110(d)

-Language in Lobbying Certification is mandated by 49 CFR Part 20, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

-Use of “Disclosure of Lobbying Activities,” Standard Form-LLL Set forth in Appendix B of 49 CFR Part 20, as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

**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 for 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 agency, 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 the Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City of Council Bluffs (STS).

**Access to Records and Reports** – The following access to records requirements apply to this Contract:

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

**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 Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Clean Air** –

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

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

**Recovered Materials** – The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**No Obligation by the Federal Government** –

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

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

**Program Fraud and False or Fraudulent Statements or Related Acts** –

(1) The Contractor acknowledges that the provision 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 its actions pertaining to this project. Upon execution of the underlying contract, 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.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **Termination –**

(1) **Opportunity to Cure –** The City of Council Bluffs (STS) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

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

(3) **Termination for Convenience –** The City of Council Bluffs by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(4) **Termination for Default –** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the City protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and the City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

**Suspension and Debarment** – This contract is a covered transaction for purposes of 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1200, and requires the Contractor to verify compliance with all applicable parts therein.



The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 2 C.F.R. Part 180, Subpart C in any lower tier covered transaction it enters into.

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

- 1) The Contractor is not presently excluded or disqualified;
- 2) The Contractor has not been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period;
- 3) The Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses enumerated listed in § 180.800(a); and
- 4) The Contractor has not had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

**Contracts Involving Federal Privacy Act Requirements** – The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government with any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

Among other things, the Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

**Civil Rights and Equal Opportunity** – The following requirements apply to the underlying contract:

- (1) **Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue as well as state and local laws governing same.

- (2) **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

- (a) **Race, Color, Creed, 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. Parts 60, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age (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.
- (b) **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, 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.

- (c) **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, 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.

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

**Disputes** – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of Council Bluffs' STS. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the representative. 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 representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** – Unless otherwise directed by the City of Council Bluffs, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage

**Remedies** – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Council Bluffs and the Contractor arising out of or relation to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

**Rights and Remedies** – The duties and obligation imposed by the Contract Documents and the rights and remedies available therein shall be in addition to and not a limitation of any duties, obligations, right and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duly afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of our acquiescence in any breach there under, except as may be specifically agreed in writing.

**Transit Employee Protective Provisions** –

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) **General Transit Employee Protective Requirements** – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities** – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are



necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

**Disadvantaged Business Enterprises** – This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement.

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

**Incorporation of Federal Transit Administration (FTA) Terms** – If this contract does not include or fully set forth all the terms of FTA circular 4220.1F or conflicts with Circular 4221.1F, then circular 4220.1F shall control and the Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of any of the FTA Circular 4110.1F terms which are hereby incorporated by reference.

**Drug and Alcohol Testing** – The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the Iowa Department of Transportation or City of Council Bluffs to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before January 1<sup>st</sup> of each contract year and to submit a copy of the submitted Management Information System (MIS) report to HIRTA by March 15<sup>th</sup> of each contract year with a copy to the Transit Coordinator for the City of Council Bluffs STS at 209 Pearl Street, Council Bluffs, Iowa, 51503. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements" which is published annually in the Federal Register.



## ATTACHMENT “D”

### **SERVICES PROVIDER’S Project Team and Clients’ Administration Team and Resources**

The **SERVICES PROVIDER** may not modify, revise or change any other member of the **SERVICES PROVIDER’S Project Team** without the prior written consent of the **CONTRACTING ENTITY’S Contract Administrator**, which if the **SERVICES PROVIDER** clearly and convincingly presents verifiable documentation and information that the **SERVICES PROVIDER’S Project Team** replacement is equally skilled with the listed team member, the **CONTRACTING ENTITY’S Contract Administrator’s** consent will not be unreasonably withheld.

**Clients’ Administration Team and Resources** shall consist of the following:



## **ATTACHMENT “E”**

### **Request for Proposals, including Addenda**

Attached behind this page is a copy of the Council Bluffs Special Transit Service (STS) Paratransit Operations Contractor 2025-2030 Request for Proposals, including Addenda.



## ATTACHMENT “F”

### Insurance

Attached behind this page is a Certificate of Insurance provided by the SERVICES PROVIDER to meet the requirements listed below. The SERVICES PROVIDER shall maintain the insurance throughout the entire contract.

Prior to approval of this contract, the SERVICE PROVIDER shall obtain insurance coverage as provided below. The SERVICE PROVIDER must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required, and endorsement pages shall be provided to the City of Council Bluffs (City) on a timely basis if requested by City staff. The City shall be identified as an additional insured on the policy.

The Contractor shall insure vehicles and equipment as follows:

- |                                      |             |
|--------------------------------------|-------------|
| 4. Commercial General Liability      |             |
| c. Each Occurrence Limit             | \$1,000,000 |
| d. General Aggregate Limit           | \$1,000,000 |
| 5. Commercial Automobile Liability   |             |
| c. Limits of Liability:              |             |
| Bodily Injury & Property Damage      | \$1,000,000 |
| Each Accident:                       |             |
| d. Limits of Liability:              |             |
| Uninsured and Underinsured Motorists | \$1,000,000 |
| 6. Umbrella Liability                |             |
| b. Limits of Liability:              |             |
| Bodily Injury and/or property damage |             |
| Each Occurrence                      | \$2,000,000 |
| General Aggregate                    | \$3,000,000 |



## **ATTACHMENT "G"**

### **Service Provider's Interview and Proposal**

Attached behind this page is a copy of the SERVICES PROVIDER'S Proposal and certain documents submitted during the interview, review, and selection process, and certain recordings of the Interview.





## ATTACHMENT "H"

### Title VI & EEO Certificate of Compliance

#### I. Contract Clauses Incorporated by Reference

##### A. Equal Opportunity Clause

The contractor agrees that the Equal Opportunity Clause, prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, codified as 41 CFR 60-1.4, is incorporated by reference in each nonexempt contract or purchase order which is presently existing or which may be entered into hereafter, between the undersigned and the Contractor.

##### B. Equal Opportunity for VEVRAA Protected Veterans

The contractor and subcontractor(s) shall abide by the requirements of 41 CFR 60-300.5(a). **This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

The contractor agrees that the Equal Opportunity Clause relating to the employment and advancement of disabled veterans, recently separated veterans, active duty wartime or campaign badge veterans, or Armed Forces service medal veterans (hereinafter collectively referred to as "protected veteran(s)"), codified as 41 CFR 60-300.5, is incorporated by reference in each nonexempt contract which is presently existing or which may be entered into hereafter, between the undersigned and the contractor.

##### C. Equal Opportunity for Workers With Disabilities

The contractor and subcontractor(s) shall abide by the requirements of 41 CFR 60-741.5(a). **This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

##### D. Title VI – APPENDIX "A"

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "B" of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin.

4. Information and Reports: The Contractor shall provide all information and reports required by the



Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Council Bluffs, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City of Council Bluffs, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Council Bluffs shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies; and/or,
- b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of Paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City of Council Bluffs, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City of Council Bluffs or the Iowa Department of Transportation to enter into such litigation to protect the interests of the City of Council Bluffs or the Iowa Department of Transportation; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## II. Affirmative Action Programs

### A. Equal Employment Opportunity

The contractor agrees that if it has 50 or more employees and (1) has a subcontract of \$10,000 or more; or (2) has Government bills of lading which can reasonably be expected to total \$10,000 or more in any 12-month period; or (3) serves as a depository of Government funds in any amount; or (4) is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes in any amount, it will develop a written affirmative action compliance program for each of its establishments within 120 days from the commencement of this contract.

### B. Equal Opportunity for VEVRAA Protected Veterans

The contractor and subcontractor(s) shall abide by the requirements of 41 CFR 60-300.5(a). **This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

The contractor agrees that the Affirmative Action Equal Opportunity Clause relating to the employment and advancement of disabled veterans and veterans of the Vietnam Era disabled veterans, recently separated veterans, active duty wartime or campaign badge veterans, or Armed Forces service medal veterans (hereinafter collectively referred to as "protected veteran(s)"), codified as 41 CFR 60-250.4300.5, is incorporated by reference in each nonexempt contract which is presently existing or which may be entered into hereafter, between the undersigned and the Contractor..

### C. Equal Opportunity for Workers With Disabilities

The contractor and subcontractor(s) shall abide by the requirements of 41 CFR 60-741.5(a). **This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**



**III. Standard Form 100 (EEO-1) Reports**

If the undersigned is (1) not exempt from the provisions of the Equal Opportunity Clause; (2) has 50 or more employees, and

- (a) are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
- (b) serve as a depository of Government funds in any amount, or
- (c) are a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes, the undersigned agrees that it will file with the appropriate Federal agency a complete and accurate report on Standard Form 100 (EEO-1) within 30 days after the signing of this certificate or the award of any such purchase order (unless such a report has been filed in the last 12 months).

**IV. Certificates of Nonsegregated Facilities**

In accordance with 41 CFR 60-1.8 the undersigned certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control where segregated facilities are maintained; and that the undersigned will obtain a similar certification prior to the award of any non-exempt subcontract.

Full Legal Name of Company: \_\_\_\_\_

By: Name (Print) \_\_\_\_\_ Signature: \_\_\_\_\_

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



## ATTACHMENT "I"

### Non-Collusion Bidding Certification

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (*if the bidder is an individual*), a partner in the bid (*if the bidder is a partnership*), or an officer or employee of the bidding corporation having authority to sign on its behalf (*if the bidder is a corporation*);
2. That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

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

My commission expires \_\_\_\_\_, 20 \_\_\_\_

Bidder's E.I. Number \_\_\_\_\_  
Number used on Employer's Quarterly Federal Tax Return



## ATTACHMENT "J"

### **Iowa Transit Vendor/Service Provider Certification Regarding Debarment, Suspension, and Other Responsibility Matters (For Contracts with \$100,000 or Greater Value)**

The undersigned, an authorized official of the Proposer stated below, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

(If the transit vendor or service provider is unable to certify to any of the statements in this certification, the vendor/service provider shall attach an explanation to this certification.)

THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Name of Proposer \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Title of Official \_\_\_\_\_

Telephone \_\_\_\_\_ Date \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

My commission expires \_\_\_\_\_, 20\_\_\_\_



ATTACHMENT “K”

**Certification of Restrictions on Lobbying**

I, \_\_\_\_\_, hereby certify on behalf of  
(Name and Title of Official)

\_\_\_\_\_ that:  
(Name of Grantee, Vendor, Service Provider, or Subcontractor)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instruction as amended by government-wide guidance for new restrictions on lobbying 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering in this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, et. seq., apply to this certification and disclosure, if any.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)



## ATTACHMENT “L”

### Certification of Compliance With Bid Proposal Specifications

I hereby certify that all items which may be delivered under attached bid proposal shall meet or exceed the minimum specifications dated April 16, 2025, issued by the City of Council Bluffs Public Works, as amended by responses to requests for clarifications, approved equals or exceptions issued on or before

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

\_\_\_\_\_ (Title)

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

\_\_\_\_\_ (Street/Box)

\_\_\_\_\_ (City, State, Zip)

\_\_\_\_\_ (Phone)



## ATTACHMENT "M"

### Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety are held and firmly bound unto the MAYOR AND CITY COUNCIL of the CITY OF COUNCIL BLUFFS, County of Pottawattamie, State of Iowa, hereinafter called "OWNER". In the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for **Contract** "Council Bluffs Special Transit Service (STS) Paratransit Operations Contractor 2025-2030".

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternative,
- (b) If said Bid shall be accepted and the Principal, within ten (10) days after Owner's mailing a written notice of award of contract to Principal as provided in Notice to Bidders or such additional time as Owner may grant Principal in writing, shall execute and deliver a Contract, combined Performance, Payment and Maintenance Bond and deliver a Certificate of Insurance, all in the forms specified in the Contract Documents for said Project, and shall in all other respects comply with pre-contract requirements of Principal created by the acceptance of said Bid, all as set forth in the Contract Documents for said Project,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Owner in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the required bond, certificates, and evidence of performance of all pre-contract requirements as provided in the Contract Documents for said Project.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.





IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_(Seal)

**Principal**

Witness\_\_\_\_\_

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

Witness\_\_\_\_\_

By\_\_\_\_\_ (Seal)

**Surety**

By\_\_\_\_\_  
Attorney-in-fact