

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Yugal K. Lall, City Engineer/Public Works Director
Prepared by: Shaun Kroes, Senior Management Analyst 

DATE: October 2, 2008 (CC meeting of 10/15/08)

SUBJECT: Consider Request for Proposals for Dial-A-Ride Paratransit Services

BACKGROUND AND DISCUSSION

City Council is being asked to consider a Request for Proposal (RFP) for Dial-A-Ride Paratransit services. The successful bidder will operate and manage the Dial-A-Ride Paratransit services for the City of Moorpark consisting of curb-to-curb demand responsive transportation for senior (aged 62+) citizens and persons with disabilities certified in accordance with the Americans with Disabilities Act (ADA). Senior Dial-A-Ride trips occur within the City of Moorpark. ADA service includes Moorpark with limited Inter-City ADA service to neighboring cities of Thousand Oaks and Camarillo, and coordinated transfers to nearby Paratransit systems, including but not limited to, Simi Valley Dial-A-Ride, Gold Coast Access, and L.A. Access. The system operates 6:00 a.m. to 6:00 p.m. Monday through Friday, to compliment the City's fixed-transit system. The City's current Agreement with MV Transportation, Inc. expires December 31, 2008.

The City's Senior Dial-A-Ride and ADA Paratransit Intra-City (travel within Moorpark) programs are funded with Transportation Development Act (TDA) funds. The City's Inter-City (travel outside of Moorpark) for ADA Paratransit service is partially funded with Federal Transit Administration (FTA) funds, with the remaining funding from TDA funds. Passengers also pay a fare.

The deadline for proposals is November 18, 2008 at 3:00 p.m. New items for this Agreement compared to the 2004 Agreement include updated insurance and indemnification language; a liquidated damages section that species exact dollar amounts to be deducted from monthly invoices due to service failures; and, a scope of services that species more customer friendly requirements, such as attempting to contact passengers to notify them when their vehicle has arrived. Staff will review submitted proposals and provide a recommendation for award of agreement for the Council's consideration.

FISCAL IMPACT

The FY 2008/09 budget includes \$66,000 for Paratransit services. At this time, it is expected that the current budget should be sufficient. If bids are significantly higher than the current program cost, staff will provide a Budget Adjustment for Council action at the time of bid award.

STAFF RECOMMENDATION

Approve the Request for Proposal and authorize staff to advertise for receipt of proposals.

Attachment A: Dial-A-Ride Paratransit Services RFP

CITY OF MOORPARK



REQUEST FOR PROPOSAL (RFP)

FOR

DIAL-A-RIDE PARATRANSIT SERVICES

October 16, 2008

**Bid Submission Deadline:
November 18, 2008
Proposals are due by 3:00 p.m.**

**Moorpark City Hall
Community Center Conference Room
799 Moorpark Avenue
Moorpark, CA 93021**

NOTICE INVITING SEALED BIDS
FOR
DIAL-A-RIDE PARATRANSIT SERVICES

PUBLIC NOTICE IS HEREBY GIVEN that the City of Moorpark as Agency, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 799 Moorpark Avenue, Moorpark, California, 93021 up to the hour of 3:00 p.m. on the November 18, 2008, at which time they will be publicly opened and read.

The purpose of this invitation is to solicit proposals for Dial-A-Ride Paratransit Services.

Bids must be prepared on the approved Proposal Forms in conformance with the Instructions to Bidders and submitted (one original and one copy) in a sealed envelope plainly marked on the outside, "DIAL-A-RIDE PARATRANSIT SERVICES – DO NOT OPEN WITH REGULAR MAIL". The City of Moorpark City Council reserves the right to waive any informalities or irregularities in any proposal submitted, to reject any or all proposals, and to award agreements to one or more contractor for one or more of the RFP items. Proposals will remain valid for ninety days while the City reviews the bids.

Hardcopy to:

City of Moorpark
City Clerk's Office
799 Moorpark Avenue
Moorpark, CA 93021

- Documents are to be double sided and printed on recycled content paper (minimum of 30% post-consumer recycled content).
- Bids may be hand delivered to the City of Moorpark receptionist at 799 Moorpark Avenue.

This RFP does not commit the City to award an Agreement, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so.

Bid Packets and Proposal Forms may be picked up at Moorpark City Hall, 799 Moorpark Avenue, or mailed upon request.

A pre-bid meeting and site inspection will be held on November 4, 2008, at 11:00 a.m., at Moorpark City Hall Development Services Conference Room, 799 Moorpark Avenue,

Moorpark, CA 93021 to discuss the project. Interested bidders are strongly encouraged to attend.

All questions relating to this RFP should be addressed in writing (E-mail is acceptable) to:

Shaun Kroes
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021
skroes@ci.moorpark.ca.us

The deadline for questions is Thursday, November 6, 2008, at 5:00 p.m. All questions will be recorded and submitted, with answers, to all known bidders by Thursday, November 13, 2008.

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APPENDIXES

- A. Scope of Services
- B. Proposal Cost Form
- C. Proposer Reference Form – Parts I & II
- D. Vehicle Identification Forms – Parts I and II
- E. Sample Agreement

Attachments:

1. Documentation of Insurance Coverage Requirements
2. Liquidated Damages
3. FTA Requirements

Exhibit 1: Certifications of Primary Participation Regarding Debarment, Suspension, and other responsibility matters

Exhibit 2: Lobbying Certification

I. Introduction

This RFP seeks proposals from qualified firms to operate and manage Dial-A-Ride Paratransit services for the City of Moorpark (City) consisting of curb-to-curb demand responsive transportation for senior (aged 62+) citizens and persons with disabilities certified in accordance with the Americans with Disabilities Act (ADA). Senior Dial-A-Ride trips occur within the City. ADA service includes Moorpark with limited Inter-City ADA service to neighboring cities of Thousand Oaks and Camarillo, and coordinated transfers to nearby Paratransit systems, including but not limited to, Simi Valley Dial-A-Ride, Gold Coast Access, and L.A. Access.

The City of Moorpark is a municipal corporation located in Ventura County, California. Moorpark is about twelve square miles in size, with a population of a little over 36,000. The City of Moorpark provides a wide range of community services including transit, Paratransit, recreation and Active Adult (senior citizen) programs in Moorpark. The City prides itself in the quality of services it delivers to its residents.

Operations of the transportation services contemplated by this RFP shall be conducted in accordance with the terms and conditions contained herein, in the Scope of Services (Appendix A), the Sample Agreement (Appendix E) and other documents, laws and regulations governing this project.

II. Services to be Performed

Proposals shall be for providing dispatchers, vehicles and drivers for Dial-A-Ride Paratransit Services, and maintaining sufficient relief drivers and backup vehicles to ensure uninterrupted service. The Dial-A-Ride is a curb-to-curb demand responsive service to participants that have been pre-qualified by either the City (for Senior Dial-A-Ride) or the Ventura County Transportation Commission (VCTC) (for ADA Paratransit). In Fiscal Year 2007/08, 350 Senior Dial-A-Ride trips and 1,758 ADA Paratransit trips were provided. Senior Dial-A-Ride trips averaged 3.5 miles per trip and ADA Paratransit trips averaged 12 miles per trip. Together, the Intra-City and Inter-City services average 9 trips per day.

In addition to the basic level of service described above, proposals shall be for preparing reports and maintaining records as specified by the City of Moorpark.

Moorpark Intra-City Senior & ADA Paratransit: The City offers Senior Dial-A-Ride service to residents aged 62 and older and persons with disabilities certified under the Americans with Disabilities Act (ADA). This is a curb-to-curb transportation service from 6:00 a.m. – 6:00 p.m. weekdays within the Moorpark City limits.

For Senior service, a one-page application must be completed in order to enroll in the program. ADA certification requires a more detailed application.

Applications for Senior and ADA services are available from the City of Moorpark. The ADA application originates from VCTC. The rider pays \$1.50 each way, and the City subsidizes the rest of the fare within the City. Wheelchair accessible vans or vehicles must be available, but are not always necessary.

Senior Nutrition Transportation Program: VCTC and the Ventura County Area Agency on Aging provide an Older Americans Act (OAA) grant to support senior nutrition transportation services. Any senior citizen going to the Moorpark Active Adult Center meal site within one hour before and after the meal is served (usually at Noon) may ride the Senior Dial-A-Ride & ADA Paratransit and the fare is a suggested donation of \$1.50 per trip. Should a rider not pay the full \$1.50 donation in lieu of the fare, the remainder is added to the City subsidy. To use the service, the senior citizen must register for the service within the City.

Inter-City ADA Paratransit: This service enables ADA-certified persons with disabilities to travel from Moorpark to Thousand Oaks or Camarillo. The rider pays \$3.00 per trip for travel to and from Thousand Oaks/Westlake Village and the Simi Valley transfer point. The rider pays \$4.50 per trip for travel to and from Camarillo, Oak Park and the Gold Coast transfer point.

Contractor will be responsible for reservations and scheduling of Dial-A-Ride & Paratransit service requests. These responsibilities are identified in the Scope of Service.

The City, at its sole option, may contract with more than one operator or expand or reduce services during the term of the Agreement. Proposers are encouraged to review the Scope of Service (Appendix A) and Sample Agreement (Appendix E) for more information regarding operation of services.

III. Proposal Content/Format

Prospective contractors shall submit a proposal with the required **Proposal Cost Form (Appendix B); Proposer Reference Form – Parts I and II (Appendix C); Vehicle Identification Forms – Parts I and II (Appendix D); Required documentation of insurance coverage (Attachment 1); Required documentation of FTA (Attachment 2), including certification of primary participation regarding debarment, suspension, and other responsibility matters (Exhibit 1); and Lobbying Certification (Exhibit 2).** The proposal should be provided in a sealed envelope and marked on the outside of the envelope “EVALUATION AND RECOMMENDATIONS FOR MOORPARK CITY TRANSIT – DO NOT OPEN WITH REGULAR MAIL”. - with the name of the firm. Two (2) copies of the proposal are required (including original documents).

Submit proposal to: City of Moorpark
City Clerk's Office
799 Moorpark Avenue
Moorpark, CA 93021

PROPOSALS MUST BE RECEIVED BY THE CITY NO LATER THAN 3:00 P.M., ON NOVEMBER 18, 2008.

IV. Proposal Evaluation and Selection

The Proposal Cost Form, Proposer Reference Forms, Vehicle Identification Forms, required documentation of insurance coverage, required FTA documentation, including certification of primary participation regarding debarment, and lobbying certification must be **sealed and received by the City up to the hour of 3:00 p.m. on the 18th day of November, 2008**. Proposals received after the time and date specified above will not be considered and will be returned unopened.

All bids received shall be evaluated with the emphasis placed on:

1. The proposing firm's ability to meet City requirements.
2. The responsiveness of the bid.
3. The quality of the equipment quoted for the required cost.
4. Other factors such as the ability to meet service dates and the general competence of the bidder.
5. Cost shall be evaluated in relation to other qualified bidders. The City need not select the lowest bidder, but may choose according to the lowest qualified bid in the best interest of the City.

It should be noted that this is an informal bid. No formal bid opening shall be conducted, but bid results will be available approximately two weeks following the published deadline.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Contractor will be rejected.

This RFP does not commit the City to award an Agreement, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so.

The prospective contractor is advised that should this RFP result in recommendation for award of an Agreement, the Agreement will not be in force until it is approved and fully executed by the City.

All products used or developed in the execution of any Agreement resulting from this RFP will remain in the public domain at the completion of the Agreement.

Compensation under any Agreement resulting from this RFP will be on a time and expense basis at rates stated in the fee proposal.

A sample of the proposed Agreement is attached herein as Appendix E. The Contractor shall adhere to the provisions of this Agreement. The Contractor shall advise the City, in the proposal transmittal letter, of any provision which they have alternative wording or any provision which they cannot accept.

Any Agreement awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, age, sex, or national origin.

V. General Proposal Terms and Conditions

Agreement Requirement - The Contractor to whom the Agreement is awarded shall execute a written Agreement with the City within ten (10) calendar days after notice of the award has been sent by mail to the Contractor at the address given in the Proposal. The Agreement shall be made in the form approved by the City and incorporated in this RFP. Any exceptions, concerns, or requests to modify the Sample Agreement must be provided in writing and submitted with the Contractor's Proposal. The Contractor warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all applicable federal, state, county, and City laws, ordinances, statutes and regulations.

Communications Regarding RFP - If a prospective contractor is in doubt as to the meaning or intent of any part of the RFP, or discovers discrepancies in or omissions from the RFP, it may submit a written request for an interpretation or correction thereof to the Project Manager, Shaun Kroes, City of Moorpark. Interpretation or correction of the RFP shall be made only by addendum duly issued by the City. A copy of any such addendum will be mailed or delivered to each person receiving the RFP, and such addendum shall be considered a part of the RFP and shall be incorporated therein. All timely requests for information submitted in writing by November 6, 2008, will receive a written response from the City. Telephone communications with members of City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

Modification or Withdrawal of Submittals - Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the prospective contractor. To be considered, however, the modified proposal must be received by the time and date originally specified.

Property Rights - Proposals received within the prescribed deadline become the property of the City and all rights to the contents therein become those of the City.

Confidentiality - Prior to award of the Agreement, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the Agreement, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language

purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Non-Commitment of City - This RFP does not commit the City to award an agreement, to pay any costs incurred in the preparation of a proposal responding to this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the RFP, if it is in the best interest of the City to do so.

VI. **Proposal Checklist**

All of the following items must be included in the submitted proposal in order to be considered complete. Prospective contractor may include additional materials as necessary. Contractor should submit an original proposal and one copy. The proposal must include the following:

1. Proposal Cost Form (Appendix B)
2. Proposer Reference Form – Parts I and II (Appendix C)
3. Vehicle Identification Forms – Parts I and II (Appendix D)
4. Required documentation of insurance coverage (Attachment 1)
5. Required documentation of FTA (Attachment 2), including certification of primary participation regarding debarment, suspension, and other responsibility matters (Exhibit 1) and Lobbying Certification (Exhibit 2)
6. Proposer Supplied Additional Information

APPENDIXES

APPENDIX A – SCOPE OF SERVICES

APPENDIX B – PROPOSAL COST FORM

APPENDIX C – PROPOSAL REFERENCE FORM

APPENDIX D – VEHICLE IDENTIFICATION

APPENDIX E – SAMPLE AGREEMENT

ATTACHMENTS:

1. DOCUMENTATION OF INSURANCE COVERAGE REQUIREMENTS
2. LIQUIDATED DAMAGES
3. FTA REQUIREMENTS

EXHIBITS

- 1: CERTIFICATIONS OF PRIMARY PARTICIPATION REGARDING DEBARMENT
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
- 2: LOBBYING CERTIFICATION

APPENDIX A SCOPE OF SERVICES

Section 1: Service Days and Hours

The Moorpark Dial-A-Ride Paratransit service is complementary to the Moorpark City Transit fixed route bus system and has the same service days and hours as the fixed route. These are currently Monday through Friday, 6:00 a.m. – 6:00 p.m. There is no service outside these hours, or on weekends, or on the following six (6) national holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Service is provided on other federal, state or local holidays. The service days and hours of the Dial-A-Ride service will be adjusted to match any future changes in the Moorpark City Transit service days and hours.

The City reserves the right to make adjustments to the service hours. For major adjustments, the Contractor will be notified in writing not less than seven (7) calendar days prior to the effective date; for minor adjustments, the Contractor will be given at least 24 hours notice.

Section 2: Personnel

City shall have the right, contingent upon the Contractor's personnel policy guidelines, to ask for the temporary or permanent removal of any personnel furnished by Contractor for any reasonable cause (not to be construed as requesting removal from Contractor's employment). Contractor shall submit a copy of its current personnel policy guidelines with this Agreement and any amendments thereto. All personnel shall be employees of Contractor and Contractor shall be solely responsible for payment of all employees' wages and benefits.

Contractor, without any expense to City, shall faithfully comply with the requirements of all applicable laws with respect to employee liability, worker's compensation, unemployment insurance and other forms of social security. Contractor shall also be responsible for withholding of income tax at its source from employee's wages and, furthermore, the Contractor shall indemnify and hold harmless the City and the State of California from any liability, damages, claims, costs, and expenses of any nature arising from alleged violation of such laws.

Contractor will provide thorough training for all personnel for the proper performance of their duties. Contractor must have a training program encompassing the National Safety Council Defensive Driving Course. This program should also direct itself to dealing specifically with transporting the elderly and mobility impaired. All new employees shall receive proper training and instruction at the time of hiring and prior to being assigned to the service. This training program must be described fully and submitted to City for review within ten (10) days of Agreement approval by the City.

Section 3: Dispatch

The Contractor must maintain a dispatch center with scheduling and communications capabilities sufficient to meet federal ADA standards and the standards contained herein. A dispatcher shall be available to schedule trip requests between the hours of 6:00 a.m. - 6:00 p.m. Monday - Friday; and 7:30 a.m. - 4:00 p.m. on Sunday (for Monday reservations). Both the dispatcher and the drivers shall coordinate the provisions of this service such that it will optimize the number of riders carried and minimize circuitous routing while maintaining on-time performance. Dispatcher shall advise riders to the best of their ability, approximate time of pick-up. Per ADA requirements, Intra-City ADA requests must be met within one (1) hour of the passenger's requested time. For example, if an ADA passenger requests a 10:00 a.m. pick up, the Contractor must be able to pick up that passenger by 11:00 a.m. or 9:00 a.m., otherwise, the request is considered a "denied" trip. The Contractor shall make all possible efforts to avoid any undue delay.

Contractor shall use the provided Trapeze Dispatch Program, equipment and any additionally provided program to enhance the demand response and reservation system. The Trapeze Program and equipment is provided by VCTC through the City for the sole use of dispatch services within the City and the coordination of the county wide ADA program.

The City is responsible for providing the Contractor with lists or rosters of eligible Senior and ADA Disabled Paratransit riders.

Reservation guidelines are as follows:

Intra-City travel: May call two hours in advance of requested pick-up time. For example, call at 10:00 a.m. for a Noon pick up. If the resident has an appointment he or she needs to make, or uses a wheelchair, the resident is requested to call 24 hours in advance. However, the Contractor shall make every effort to accommodate requests that are made with less than 24 hours notice.

Inter-City travel: Once ADA certified, riders are advised to make reservations at a minimum of one day (24 hours) and not more than 14 days in advance. However, the Contractor should make every attempt to accommodate service requests made with less than 24 hours notice. Paratransit reservations will be the responsibility of the Contractor. For trips involving a transfer, the Contractor is responsible for coordinating the transfer times with the respective agency (such as Simi Valley Transit, Gold Coast Access, or L.A. Access). The Contractor will also be responsible for scheduling reservations with input from the City when necessary.

Section 4: Operations

The Contractor shall be responsible for operation of the vehicles used to provide services contemplated by this Agreement. The Contractor shall ensure at all times that vehicles used for passenger conveyance shall be operated with due regard for the

safety, comfort, and convenience of the public. The Contractor shall be responsible for complying with all applicable federal, state, and local laws and requirements.

The Contractor shall be responsible for ensuring compliance with the Americans with Disabilities (ADA), 49 CFR Parts 27, 37, and 38: Transportation for individuals with disabilities, Final Rule, dated September 6, 1991, or as it may be amended.

The City may, from time to time, issue directives concerning matters related to Paratransit services; e.g., reservation procedures and cancellation notification. The Contractor shall assist the City in implementing and/or enforcing these directives.

The Contractor must:

1. Maintain a current file on certified Moorpark Paratransit riders including name, address, telephone number, disability, and any other information that will assist the driver.
2. Receive Paratransit reservation requests via the telephone. Rider reservation requirements are listed in Section 3.
3. Keep a list of paratransit activities, including:
 - a. Number of one-way rides per day.
 - b. Number of one-way rides per month.
 - c. Number of "no shows" per month.
 - d. Number of "denials" per month.
4. Provide reservation information to the City via email.

Section 5: Contractor Vehicles

Contractor shall provide all necessary vehicles, including at least one primary wheelchair accessible van and at least one backup vehicle to ensure continuation of service in case of a breakdown of the primary van. All Contractor-supplied vehicles shall have less than 75,000 original odometer miles on them. The Contractor shall at all times be required to have a back-up vehicle available for use in the event that the primary vehicle is unable to operate.

All vehicles must be equipped with a wheelchair lift and meet ADA standards. Back-up vehicles shall be in safe and good working order. The City shall have the right to approve the suitability of any vehicle used by the Contractor under this Agreement.

In the event that the vehicle being used by the Contractor breaks down, the Contractor shall provide a back-up vehicle on site within one and a half (1.5) hours.

Non-accessible Vehicles: Certain Senior and ADA certified participants do not need a wheelchair accessible vehicle or van. In the past, these riders have been adequately served with a taxicab or town car. This is acceptable as long as the rider is not inconvenienced by not being transported in an accessible vehicle.

Section 6: Vehicle Maintenance

The Contractor shall perform the duties and accept the responsibilities set forth in connection with the maintenance of the Contractor's vehicles used to provide services under this Agreement. Contractor's buses, vans, or other motor vehicles acceptable to the City that are used to provide services under this Agreement are referred to in this section as "vehicles". The omission of a duty or responsibility herein shall not relieve the Contractor of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a fixed-route and complimentary paratransit Dial-A-Ride public transportation system of a kind and character such as Moorpark City Transit.

- 6.1 **Maintenance Facility:** The Contractor shall provide and maintain an appropriate fixed maintenance facility within a 35-mile radius from the City. The facility shall be equipped with all tools and equipment necessary for maintenance of vehicles in accordance with this Agreement. When out-of-service, vehicles shall be stored at all times either within an enclosed, paved garage, or within a paved, security-fenced outside storage area.
- 6.2 **Daily Maintenance:** The Contractor shall perform daily vehicle servicing on all vehicles under this Agreement. For purposes of this Agreement, daily servicing will include, but not be limited to, fueling; engine oil, coolant, water, and transmission fluid check/add; farebox vault pulling and replacement; wheelchair lift check; brake check; light and flasher check; and check all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention. The Contractor shall develop, implement and maintain a written checklist of items included in the daily servicing of the vehicles. The checklist will be utilized and kept on file for City and California Highway Patrol review at any time during regular business hours. The checklist requirement may incorporate or supplement CHP required driver's pre-trip safety inspections.
- 6.3 **Vehicle Cleaning:** The Contractor shall maintain the vehicle in a clean and neat condition at all times.

The interior of the vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed at least once per week, including all windows, seats, floor, stanchions, and grabrails. All foreign matter such as gum, grease, dirt, and graffiti shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery shall be repaired at the end of each day. Ceilings and walls shall be thoroughly cleaned at least once per month, or more often as necessary. Destination sign interior glass shall be cleaned as necessary to maintain a clean appearance and maximize visibility.

The exteriors of vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week. Exterior washing shall include the vehicle body, all windows, and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts, and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance. The vehicle exterior shall be waxed once every six months.

The vehicles shall be kept free of vermin and insects at all times. The Contractor shall exterminate all vermin and insects from the vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

- 6.4 Preventive Maintenance: The Contractor shall develop and implement a preventive maintenance program. At a minimum, the Agreement's preventive maintenance program shall adhere to the preventive maintenance schedules and standards of the industry, and shall meet the manufacturer's specifications and be sufficient so as not to invalidate or lessen warranty coverage of the vehicles. Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance in specific instances where the Contractor's employees observe that maintenance is needed in advance of schedule.

The Contractor shall not defer maintenance for any reason without the prior written consent of the City. The Contractor shall adjust the work schedule of its employees as necessary to meet all scheduled services and complete preventive maintenance activities according to the schedule.

All parts used for preventive maintenance shall be new and meet manufacture's specifications.

The City, at its own expense, may inspect the vehicle(s) to ensure that regular preventive maintenance and other is being performed.

- 6.5 Vehicle Repairs: All repairs to the vehicles and back-up vehicles shall be performed by the Contractor or by other vendors and suppliers and shall be included in the final Agreement cost. Repairs shall include, but not be limited to, work to correct loss or damage; adjustments due to normal wear and tear; and overhaul, rebuilding or replacement of components. All required parts shall be new and meet manufacture's specifications.

Repair work shall be conducted as soon as practicable upon learning that such work is required. The Contractor shall perform repair work expeditiously in response to identification of problems by drivers or other staff members. The Contractor shall assure the City that required repairs shall not be deferred beyond a reasonable time.

The Contractor shall be familiar with vehicle and equipment warranties and shall comply with all warranty provisions in the conduct of its maintenance.

- 6.6 Vehicle Towing: In the event that towing of a vehicle is required due to mechanical failure or damage, the Contractor shall be responsible to provide such towing at the Contractor's sole expense.
- 6.7 Maintenance Records and Reports: The Contractor shall prepare, maintain, and make available to the City records and data relative to vehicle maintenance. Maintenance records shall be maintained on all vehicles indicating all warranty work, preventive maintenance, and repairs performed on each vehicle. All such records and reports shall be prepared and maintained in such a manner to fulfill any applicable state or federal requirements, as well as any needs of the City to enable it to evaluate accurately the Contractor's maintenance performance and the operating expense associated with the services provided under this Agreement.

Records of all maintenance and inspections shall be made available to the City, the CHP and/or such other regulatory agencies with jurisdiction when requested. The City maintains the right to inspect, examine and test, at any reasonable time, any vehicles used in performance of this Agreement and any equipment used in the performance of maintenance work in order to ensure compliance with this Agreement. Such inspection shall not relieve the Contractor of the obligation to monitor continually the condition of all vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery.

The Contractor shall prepare and maintain records and reports that shall include, but not be limited to, the following:

- A. Daily vehicle inspection and servicing checklists.
- B. Work orders for all maintenance inspections, warranty repairs and other vehicle repairs including materials, parts and labor consumed.
- C. Roadcall reports, or work order, for each roadcall identifying date and time, vehicle number, problem and mileage of vehicle.
- D. All fuel, fluids, and lubricants used.
- E. Monthly summary of vehicle miles, vehicle miles since last preventive maintenance inspection, a list of any vehicle repairs made, number and length of time a back-up vehicle was used, and vehicle roadcalls.

Section 7: Drivers

The Contractor shall ensure that regularly assigned drivers or back-up personnel are available and on time each day to ensure consistent and reliable service. The Contractor

shall review current DMV reports on all applicants for the position of driver and shall reject any applicant with any failure to appear in court for driving under the influence or other violations. Contractor shall join and bear full cost of the DMV Pull Notice Program, whereby the Contractor shall be notified of any activity on a driver's driving record. Any driver exceeding the DMV point system or with a revoked or suspended license will not be allowed to provide driver service for the City of Moorpark.

Drivers are required to possess a valid California Class "B" or "C" driver's license for the operation of the type of vehicles to be used by that respective driver. The Contractor shall provide thorough training for all personnel for the proper performance of their duties. Drivers shall also be thoroughly trained on the use of all equipment used under this Agreement, including the Contractor's back-up vehicle. Contractor shall perform background checks on drivers utilizing a vendor such as Lifescan to ensure that no drivers with inappropriate backgrounds are used to provide services under this Agreement. Drivers shall have no felony conviction history. Drivers shall not have more than two (2) moving violations in the past five (5) years and no DWI/DUI convictions within the last seven (7) years.

At a minimum, drivers shall be required to: wear an approved uniform of clean and neat appearance, be helpful and courteous, assist passengers with transfers, ensure that fares are collected and deposited in the farebox, assist elderly and handicapped riders, refuse rides to unruly passengers, stay on schedule, obey all traffic laws, and enforce all City transit passenger rules. Drivers shall not smoke on the vehicles or allow passengers to do the same.

The City's Senior Dial-A-Ride and ADA Paratransit service is curb-to-curb, which means the passenger should meet the vehicle. However, the following procedures have been established to ensure that passengers have an opportunity to board Paratransit vehicles in a timely fashion when building design, weather, or other barriers prevent the passenger from seeing the vehicle upon arrival.

- A. The following procedure applies to Senior Centers, medical facilities, Adult Day Health Centers (ADHC) and other similar group facilities:

In the event that a scheduled passenger is not ready and waiting at the boarding station upon the vehicle's arrival, the drivers shall:

- Inform the Dispatcher of his/her arrival at the facility;
- Indicate that the passenger is a "No-Show". If time permits, the Dispatcher will direct the driver to:
 - secure the vehicle (set parking brake and remove key);
 - walk inside of the lobby/waiting area of the facility and inform the facility staff that the driver is with the Paratransit service and he/she is there to pick up passenger [insert name]. The driver will return to the vehicle after completing this task; and,
 - wait approximately four (4) minutes. If the customer does not show, contact Dispatch and await further instructions.

- Should the passenger not show after the driver has waited the allotted time and all other options have been exhausted, the Dispatcher will direct the driver to continue in service, noting that the passenger is a “No-Show”.

B. The following procedure is for private passenger residences:

In the event that a scheduled passenger is not ready and waiting at the boarding station upon the vehicle’s arrival, the drivers shall:

- Secure vehicle (set parking brake);
- Wait approximately four (4) minutes. If the customer does not show, contact Dispatch and await further instructions;
- Secure the vehicle;
- If the schedule does not permit waiting additional time, the Dispatcher will place a telephone call, informing the passenger that the vehicle is outside;
- After confirming the vehicle’s arrival with the passenger, the Dispatcher will advise the driver that the passenger is en route to the vehicle;
- If no answer is received, the Dispatcher will direct the driver to continue in service, noting that the passenger was a “No-show”.

Section 8: Operation Records and Reports

The Contractor will be required to maintain ridership and operations records for this service as deemed necessary by the City.

The Contractor shall be responsible for submission of monthly service summary reports to the City. These reports, to be submitted by the Contractor, along with the monthly invoice within 15 business days of the end of each calendar month, shall include, but not limited to, the following:

- A. Listing of all vehicle breakdowns/roadcalls occurring in service with a description of the cause and corrective actions taken;
- B. Date, time, and length of time for any service disruptions.
- C. A monthly summary of vehicle miles, vehicle miles since last preventive maintenance inspection, a list of any vehicle repairs made, number and length of time a back-up vehicle was used, and vehicle roadcalls.
- D. Total passenger counts by demographic category and fare (senior, ADA, Intra, Inter) and day.

- E. Passenger counts by payment method (cash, pass, free meal trip, transfer) by day.
- F. Missed or abbreviated route trips, delays or unusual incidents while on duty.

Additionally, the Contractor shall collect, record and report annually other statistical data required under Section 15 of the Federal Transit Act which includes, but is not limited to, passenger count by fare, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boardings, passenger trip denials, and Dial-A-Ride passenger no-shows.

Section 9: Fares

The Contractor will collect fares as established by the City of Moorpark. Currently, the fares are (one way):

Intra City	
(Senior or ADA service):	\$1.50 per rider
City Senior Nutrition trips:	\$1.50 suggested donation
Inter-City ADA trips:	\$3.00 per rider (Thousand Oaks/Westlake, Simi Valley)
	\$4.50 per rider (Camarillo, Oak Park, Gold Coast Access, L.A. Access)

Personal Care Attendants (PCAs) do not pay the fare for trips within the City. For Inter-City trips, PCAs must pay the regular ADA fare, which is currently based on the destination. Companions and visitors must pay a fare in accordance with ADA guidelines.

When performing transfer services, the originating operator collects the full fare. For example, if the Contractor is providing a trip from Moorpark to Simi Valley, Moorpark's Contractor will collect the \$3.00 fare and the passenger will not pay anything to Simi Valley. Likewise, if Moorpark's Contractor is collecting a transfer from Simi Valley, Simi Valley will have collected the \$3.00 fare and Moorpark's Contractor will not collect any fare.

A few ADA passengers that attend Adult Day Care Centers receive vouchers from the Center. The Contractor must keep track of those particular passengers' trips and bill the respective Center for payment. The passengers' fare should be discounted from the City's invoice as if they were paying a cash fare.

Section 10: Meetings and Contact Information

The Contractor shall make administrative staff available to attend two meetings per year of the City's Transportation and Streets Committee. The City will notify the Contractor in advance of a meeting. Contractor will provide the City with emergency and after hours contact telephone numbers and pagers that the City may use as necessary to communicate with the Contractor after normal working hours.

Section 11: Radio Communication

The Contractor shall provide to the Vehicles the necessary communication equipment to allow for communication between the driver and the Contractor's maintenance facility to handle roadcalls.

The Contractor shall notify the City, at the first available opportunity, of any vehicle breakdowns or other problems that may cause schedule delays.

Section 12: Special Services

From time to time the City may wish to expand the hours or the days of services to the community. With seven (7) days written notice, Contractor shall provide the special service using the Agreement vehicles, at the regular rate.

Section 13: Invoice Attachments

When submitting invoices per the Agreement, Contractor shall also provide the following information:

- Driver sheets for all trips providing, which should include the following:
 - Drivers name and vehicle ID #
 - Date
 - Appointment Time
 - Actual pick up Time
 - Actual drop off Time
 - ADA # (if applicable)
 - Passenger Name
 - Inter or Intra Trip Designation
 - Pick up Address
 - Destination Address
 - Fare Paid/Transfer
 - Odometer at Pick up Point
 - Odometer at Drop off Point
 - Mileage/trip
 - Total mileage
 - Was a PCA included
 - Total Trips
 - Total Passengers

**APPENDIX B
PROPOSAL COST FORM**

In response to the Request for Proposals for Dial-A-Ride Paratransit Services from the City of Moorpark, the undersigned agrees to provide services in accordance with these Documents, which have been carefully examined.

Cost – Dial-A-Ride Paratransit Services.

Year 1 – January 1, 2009 – December 31, 2009

Initial cost, flag drop (base cost per trip)	\$	
Cost per mile	\$	

Year 2 – January 1, 2010 – December 31, 2010

Initial cost, flag drop (base cost per trip)	\$	
Cost per mile	\$	

Year 3 – January 1, 2011 – December 31, 2011

Initial cost, flag drop (base cost per trip)	\$	
Cost per mile	\$	

The undersigned understands that any conditions placed on the items stated above, clarification made to the above, or information submitted on or with this form (other than that requested) will render the proposal unresponsive. If awarded the Agreement, the undersigned hereby agrees to sign said Agreement and to furnish the necessary certificates and performance bond.

PROPOSER: _____

CONTACT: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____ EMAIL: _____

SIGNATURE: _____ TITLE: _____

ADDENDA

Bidder must fill in number and date of all addenda or enter the word "none", if appropriate.

The following addenda are acknowledged and attached:

NO.	DATED	NO.	DATED

**APPENDIX C
PROPOSER REFERENCE FORM - PARTS I AND II**

PART I

GENERAL INFORMATION

1. NAME _____

2. Bidder is a: (circle one)

Corporation/Partnership/Association/Sole Proprietorship

3. Bidder's address and Telephone Number:

4. Name, Title, Telephone Number, & Email Address of Bidder's Authorized Representative:

5. Bidder's Credit References: (Include names, address, and telephone numbers of at least three references, one of which must be the organization's bank)

A. _____

B. _____

C. _____

PART II

Client List for Transportation Services Currently and/or Previously Provided:

1. Client Name: _____

Client Address: _____

Contact Person: _____

Telephone Number: _____

Period of Service: _____

2. Client Name: _____

Client Address: _____

Contact Person: _____

Telephone Number: _____

Period of Service: _____

3. Client Name: _____

Client Address: _____

Contact Person: _____

Telephone Number: _____

Period of Service: _____

**APPENDIX D
VEHICLE IDENTIFICATION FORMS - PARTS I and II**

PART I - VEHICLE INFORMATION

All bidders shall provide the following information for each type of vehicle the bidder proposes to use in this project. Bidders must submit photographs of vehicle exteriors and depictions of interior seating configuration, to be attached to this form.

1. Number of Vehicles Provided _____
2. Primary or Back-Up Vehicle _____
3. Vehicle Type/Model/Manufacturer _____
4. Date of Manufacture _____
5. Passenger Seating Capacity _____
6. Gross Vehicle Weight Rating _____
7. Engine/Transmission Type _____
8. Overall Length _____
9. Exterior Width _____
10. Interior Height _____
11. Aisle Width _____
12. Step Height from Ground _____
13. Destination Signs (Describe Location and Functions):

14. Wheelchair Equipment (Describe Type/Model/Manufacturer and attach photograph)

If any used vehicles are proposed, complete Part II of this form.

APPENDIX D (continued)

PART II - STATEMENT OF CONDITION FOR USED VEHICLES

If used vehicles are proposed by the Contractor for use in this project, this form shall be completed for each type of vehicle so proposed.

- 1. Number of Vehicles Provided _____
- 2. Primary or Back-Up Vehicle _____
- 3. Vehicle Type/Model/Manufacturer _____
- 4. Date of Manufacture _____
- 5. Passenger Seating Capacity _____
- 6. Gross Vehicle Weight Rating _____
- 7. Engine/Transmission Type _____
- 8. Vehicle Length and Exterior Width _____
- 9. Interior Height & Aisle Width _____
- 10. Step Height from Ground _____
- 11. Destination Signs (Describe Location and Functions):

- 12. Wheelchair Equipment (Describe Type/Model/Manufacturer and attach photograph)

13. Total Accumulated Vehicle Mileage: _____

Date of odometer reading: _____

14. Number of Miles & Hours on Engine and Transmission Since Last Overhaul:

15. Tire Condition: (circle one) New Used Recapped

Comments: _____

**APPENDIX E
SAMPLE AGREEMENT**

**CITY OF MOORPARK
AGREEMENT FOR SERVICES**

THIS AGREEMENT, made this _____ day of _____ between the City of Moorpark, a municipal corporation, located at 799 Moorpark Avenue, Moorpark, California 93021, hereinafter referred to as "City" and _____, hereinafter referred to as "Contractor".

WITNESSETH

The Parties hereto do agree as follows:

1. Term – The term of this Agreement shall be from January 1, 2009, and will continue in effect until the completion of the project on December 31, 2011, unless sooner terminated as provided hereinafter.

The City shall have the exclusive option to extend this Agreement for up to two (2) additional years, in consecutive one-year increments. The City shall advise Contractor of its intention to continue for an additional period at least ninety days prior to the end of this Agreement.

- 2.1 Incorporation by Reference – The Request for Proposal and all Appendixes thereof are hereby incorporated in and made part of this Agreement as Attachment 4 and the Contractor's Proposal is hereby incorporated in and made a part of this Agreement as Attachment 5.
- 2.2 Order of Precedence – The provisions of this Agreement shall control all Agreement Documents; in the event of any ambiguity or inconsistency, the same shall be resolved by reference first to the language of any written amendments signed by both parties, then to the language of the Agreement, then attachments to the Agreement, then to the language of the City's Request for Proposal (Attachment 4), then to the language of the Proposal (Attachment 5), and then to the other Agreement Documents in the order above set forth.
- 2.3 Entire Agreement – This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor to the City, and contains all of the covenants and agreements between the parties with respect to the rendering of services by Contractor to the City, and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever.

Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein, shall be valid or binding and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. This Agreement shall not be amended in any way except by a writing expressly purported to be such an amendment, signed and acknowledged by both of the parties hereto.

3. Definitions – “Vehicle” or “Backup Vehicle” shall mean a bus or van designated by the Contractor for use in providing services under this Agreement, including but not limited to a primary vehicle, a secondary vehicle for overflow (“tripper van”; an additional wheelchair accessible vehicle); and a back up or replacement vehicle if needed due to a mechanical breakdown, traffic incident, or any reason whatsoever to provide transportation services under this Agreement. The Backup or Replacement Vehicle shall be equipped with a wheelchair lift; be of the size, capacity, and design specified in Appendix A. All vehicles shall be in a safe and good working order. The City shall have the right to approve the suitability of any vehicle used by the Contractor under this Agreement.

4. Compensation – Compensation for services to be performed by the Contractor shall not exceed the daily rate submitted in the Contractor’s Cost Proposal Form Appendix B without additional authorization by the City. Services will be billed in accordance with Contractor’s proposal as it is accepted by the City. The City will only pay for services actually rendered. Services rendered shall specifically exclude time for travel to and from the Contractor’s storage facility and downtime for road assistance.

Contractor shall submit to the City a written invoice for services rendered fifteen (15) days following the end of the month for which services were rendered. Invoices should be accompanied with attachments specified in the Scope of Services Appendix A. The City agrees to pay the amount due to the Contractor within 35 days following the receipt of said invoice. The above rates to be paid to the Contractor may be adjusted as of the first day of January, 2010 and each January first thereafter, in accordance with the Cost Proposal Form submitted by the Contractor, if the City exercises its option to extend the Agreement.

5. Liquidated Damages – The City reserves the right to assess Liquidated Damages as specified in Attachment 2.

6. Federal Transit Administration (FTA) – Contractor shall comply with all FTA requirements as specified in Attachment 3.

7. City Obligations – City agrees to comply with all reasonable requests of the Contractor relative to, and provide access to all documents reasonably necessary for, the performance of Contractor’s duties under this Agreement. City shall be responsible for approving all trip routes, time schedules, and fares. City reserves the right to change schedule.

8. Contractor's Obligations – For and in consideration of the payments and agreements herein before mentioned to be made and performed by City, Contractor agrees with City to provide services as specified and to do everything required by this Agreement, the said Request for Proposal and all Appendixes and Attachments thereof. Without limiting the generality of the foregoing, Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this Agreement, that only persons authorized to work in the United States, pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws, shall be employed in the performance of the work hereunder.
9. Licenses and Registrations – At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses and registrations required of it by law for the performance of the services in this Agreement, including a City Business Registration.
10. Hold Harmless and Indemnification – Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

City does not and shall not; waive any rights that it may have against Contractor by reason of Paragraph 9, hereof, because of the acceptance by City or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense described in Paragraph 9 hereof.

11. Insurance – The Contractor shall maintain prior to the beginning of, and for the duration of this Agreement, insurance coverage as specified in Attachment 1, attached to and made part of this Agreement.
12. Independent Contractor – Contractor is and at all times shall remain, as to the City, a wholly independent Contractor. Contractor shall not, at any time or in any manner, represent that he is an officer, employee or agent of the City. Contractor shall comply with all applicable provisions of the Workers' Compensation Insurance and Safety Acts and Labor Code of the State of California.

13. Amendments – Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Manager.
14. Termination – This Agreement, or portions thereof, may be terminated or canceled in any one of the following manners:
 - 1) By mutual agreement of the parties,
 - 2) Upon thirty (30) days written notice by either party, with or without cause,
 - 3) If in the sole subjective judgment of City at any time or times after the commencement of the term of this Agreement, Contractor fails to perform the services required of it or fails to perform such services in accordance with the terms hereof, the City, upon at least seventy-two (72) hours written notice to Contractor, and without prejudice to any other remedies the City may have, may terminate Contractor's services and any obligations the City may otherwise have under this Agreement. The written notice shall instruct Contractor to cease its services as of a specified day, and City shall have no further obligation to pay for services tendered or otherwise.
15. Ownership of Reports and Data – Upon completion of any writing required to be provided by Contractor in the course of performing any of the above described services, or upon termination of this Agreement, all original documents prepared by Contractor shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor.
16. Assignment/Successors – Contractor shall not assign this Agreement, or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that the Contractor is uniquely qualified to perform the services provided for in this Agreement.
17. Attorneys' Fees – If any action at law or suit in equity, including an action for declaratory relief, is brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, and necessary disbursements, in addition to any other relief to which it may be entitled.
18. Complete Agreement – This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete Agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding on the parties hereto.

In the event of conflict between the terms, conditions, or provisions of this Agreement and any such document or instrument, the City shall be the sole person to decide which document or provision shall govern.

19. Non-Discrimination – In the performance of the terms of this Agreement, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or religion of such person(s).
20. Venue – This Agreement is made, entered into, and executed in Moorpark, Ventura County, California, and any action filed in any court of law for arbitration of the interpretation, enforcement and/or otherwise of the terms, covenants and conditions referred to herein shall be filed in the applicable court in Ventura County, California.
21. Non-Exclusive Agreement – The City reserves the right to contract with other firms during the Agreement term or to issue multiple agreements for individual aspects of the project as may be deemed in the best interests of the City.
22. Public Domain – All products used or developed in the execution of this Agreement will remain in the public domain at the completion of the Agreement.
23. Audit – City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its statements to City as a condition precedent to any payment to Contractor.
24. Interpretation of Agreement – Should interpretation of this Agreement, or any portion thereof be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the grounds that the party prepared the Agreement or caused it to be prepared.
25. Waiver of Agreement – No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.
26. Captions and Headings – The captions and headings of the various Articles and Paragraphs of this Agreement are for the convenience and identification only and shall not be deemed to limit or define the content of the respective Articles and Paragraphs hereof.
27. Notice – Any notice to be given hereunder by either party to the other shall be effected either by personal delivery in writing or by certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the City as follows:

Steven Kueny
City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

Mailed notices shall be addressed to the Contractor as follows:

Each party may change the address by written notice in accordance with this section. Notices delivered personally will be deemed served as of actual receipt; mailed notices will be deemed served as of the second (2nd) day after mailing.

28. Authority to Execute Agreement – Both City and Contractor do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute agreements for such party.
29. City's Agent – The Moorpark City Manager, or his designee, shall have the right to review, coordinate, and approve all work to be performed by the Contractor pursuant to this Agreement, and shall be the City's agent in this matter.
30. Conflicts of Interest – The Contractor shall disclose any financial, business or other relationship with the City that may have an impact upon the outcome of the Agreement.

WITNESS the execution of this Agreement.

CITY OF MOORPARK

Steven Kueny, City Manager

Date: _____

ATTEST

Deborah S. Traffenstedt, City Clerk

CONTRACTOR

Name, Position

Date: _____

ATTACHMENT 1 INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Contractor shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than **\$5,000,000** per occurrence for all covered losses and no less than **\$10,000,000** general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than **\$1,000,000** per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than **\$1,000,000** per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than **\$10,000,000** aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Contractor. Contractor and the City agree to the following with respect to insurance provided by Contractor:

1. Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Contractor also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right to subrogation prior to a loss. Contractor agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests

under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at the City's option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to the City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to the City.
10. Contractor agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Contractor, provide the same minimum insurance required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.
11. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Contractor 90 days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to the City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Contractor will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. As coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying

with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.

22. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

ATTACHMENT 2 LIQUIDATED DAMAGES

Contractor shall operate strictly according to the most current schedule provided by City and to a reasonable on-time performance standard except where service is interrupted for those reasons stated hereinafter. Service shall be provided as scheduled or according to any adjusted schedule established by City, including trip route modifications if required.

Contractor shall strive at all times to provide service in a manner which will ensure responsive service to transit customers, while at the same time maximizing service reliability and safety. In order to identify key areas of concern to the City, various performance standards are described below for which liquidated damage fines may be assessed when service falls below the standard.

It is agreed any breach of this contract by Contractor could result in substantial damages and injury to the public and City in amounts which are difficult to ascertain with specificity at this time. Therefore, certain dollar amounts are established here for the identified standards. Liquidated damages will be waived if due to manufacturer defect existing in a vehicle.

Measure	Standard	Penalty
Service start-up	Service will commence on January 1, 2009.	\$200 every calendar day service is delayed due to the Contractor
Service failure	Service will be provided at all times during the term of this Agreement, except where noted.	\$200 every calendar day service is delayed due to the Contractor
Driver appearance	Driver in City-approved uniform.	\$75 per occurrence of failing to be in proper uniform.
Replacement of key management staff	Replacement of the assigned project manager.	\$1,000 if Project Manager is replaced, without 30-day prior notice in writing to the City.
Submission of monthly reports	Reports received by 15 th of the following month.	Payment withheld until reports received.
Safety	Satisfactory CHP Vehicle and Terminal Inspection of Contractor provided vehicles and facility.	\$200 for each vehicle which fails inspection
Complaints	The incidence of City-verified service complaints will be no greater than three (3) per calendar month	Should verifiable service complaints exceed 3 per month, \$75 per month.

Reservation On-time performance	15 minutes before and up to 15 minutes after the scheduled pick-up time.	If more than 10% of trips during a quarter are late, \$75 per quarter.
Missed trips	More than 60 minutes late or failure to pick up.	\$75 per occurrence.
Vehicle breakdowns and availability of back-up vehicles	Breakdown shall not exceed 5% of the total trips scheduled during each quarter. Back-up vehicle must be available at all times.	\$200 if breakdowns exceed 5% of total trips scheduled in a quarter. \$75 per day when a back-up vehicle is not available.

The Contractor agrees that any of the above defaults will result in damage and injury to the City. Additional verifiable complaints against the Contractor may occur that are not listed above. The City may, at its sole option, notwithstanding other rights and remedies, assess the Contractor liquidated damages at the hourly rate of \$200.00 per hour and the same rate for each fraction of an hour rounding up to the nearest quarter hour, to compensate the City for staff time spent investigating the complaint until time that complaint is remedied. Said assessment shall be deducted from any payments due or to become due to Contractor under the terms of the Agreement. No payment by City shall be construed as a waiver of City's right to deduct the assessment and the assessment may be deducted from any subsequent payment.

Force Majeure

Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, vandalism, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities of government, or any other occurrences or circumstances which are beyond the control of the Contractor. Contractor shall maintain on-time performance in accordance with federal Paratransit standards. City reserves the right to monitor on-time performance.

ATTACHMENT 3 FTA REQUIREMENTS

1. Medical/Drug/Alcohol Testing

The Contractor shall require pre-employment medical examinations, including drug testing, for all prospective drivers and other safety sensitive employees of the Contractor. In addition, for any prospective employee who held prior safety-sensitive positions for another USDOT-funded employer, the Contractor shall, after obtaining the required permission, check with those previous employers for any prior positive test results. Additionally, the Contractor must have an anti-drug program established for employees under the Congressionally Mandated Drug-Free Workplace Act.

The Contractor shall comply with the Congressionally Mandated Drug-Free Workplace Act of 1988, the Omnibus Transportation Employee Testing Act of 1991, and 49 CFR Parts 653 & 654 regarding Drug and Alcohol Testing, and the Federal Transit Administration Drug and Alcohol testing requirements. The required testing includes pre-employment testing, testing after an accident, testing when there is reasonable suspicion, random testing, and testing before returning to duty to perform sensitive safety functions after a positive drug test.

2. Audit and Inspection

The Contractor shall permit the authorized representatives of the City, the Ventura County Transportation Commission, the U.S. Department of Transportation and the Controller General of the United States to inspect and audit all data and records of the Contractor relating to its performance under this Contract.

The Contractor also shall agree to maintain all required records relating to this project for at least three (3) years after the City makes final payment and all other pending matters are closed.

3. Disadvantaged Business Enterprise (DBE)

In connection with the performance of this Agreement, the Contractor shall cooperate with the Ventura County Transportation Commission in meeting commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises and will use its best efforts to ensure that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Contract. Contractor shall submit with proposal certification of the actual percentage of DBE utilization for this project.

A DBE is a business owned and controlled by one or more socially and economically disadvantaged individuals. For the purpose of definition, DBE means an enterprise with control by an individual or individuals who is/are Female, Black American, Hispanic American, Asian Pacific American, Asian Indian American or Native American, and

other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, as further described in FTA Circular C4716.1A.

Owned and controlled means a business which is: (1) A sole proprietorship legitimately owned by a socially and economically disadvantaged individual; (2) A partnership or joint venture controlled by socially and economically disadvantaged individuals, and in which at least fifty-one percent (51%) of the beneficial ownership interests legitimately are held by socially and economically disadvantaged individuals; or (3) A corporation or other entity controlled by socially and economically disadvantaged individuals, in which at least fifty-one percent (51%) of the voting interests legitimately are held by socially and economically disadvantaged individuals.

4. Interest Of Members Of Congress

No member of or delegate of the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

5. Equal Employment Opportunity

- A) In connection with the execution of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of age, religion, color, sex, national origin, marital status, or any handicap not limiting the ability of the person to perform the job contemplated. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, sexual orientation, national origin, marital status, or any disability not limiting the ability of the person to perform the job contemplated. Such actions shall include, but not be limited to the following: Employment, up-grading, demotion, or transfer; recruitment, or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. Such shall be in compliance with Executive Order 11246 amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60).
- B) In connection with the execution of this Agreement, the Contractor must comply with all aspects of the federal Immigration and Naturalization Act of 1986.

6. Conservation

The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (42 USC, Section 6321 et seq.).

7. Debarred Proposers

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform the City by certificate whether or not it is or has been on any list maintained by the United States Government as a Contractor who has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any Federal contracts. Should the Contractor be included on such a list during the performance of this project, it shall so inform the City. Certificate pursuant to this provision is included with Agreement as Exhibit 1.

8. Copeland Anti-Kickback Act

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Agreement.

9. Title VI Of The Civil Rights Act Of 1964

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

- A. **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 Agreement.
- B. **Nondiscrimination**: The Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin 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 the Regulations. The proposal should include a statement by the Contractor certifying its compliance with the Regulations.
- C. **Solicitations for Subcontractors, 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 Agreement and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- D. **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 or the Federal Transit 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 or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with nondiscrimination provisions of this Agreement, the City shall impose contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Contractor under the Agreement until the Contractor complies; and/or
2. cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs "A" through "F" 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 or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: 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, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10. Labor Provisions

A) Overtime Requirements

No Contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than that required under the federal Fair Labor Standard regulations.

B) Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall

be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5. Contractor shall operate under the applicable provisions of the federal Fair Labor Standards regulations.

C) Withholding for Unpaid Wages and Liquidated Damages

The DOT or the City shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages/liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

D) Nonconstruction Grants

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the City shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the DOT and the Department of Labor, and the Contractor or sub-contractor will permit such representatives to interview employees during working hours on the job.

E) Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses forth in subparagraph (A) through (E) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontract. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (A) through (E) of this paragraph.

11. 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.

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

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. ' 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (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. ' 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) 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.

13. Lobbying

Contractor shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying," provided in Appendix B. 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 that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

14. Incorporation of FTA Terms

The provisions in this Section (FTA Requirements) include, in part, certain Standard Terms and Conditions required by the U.S. Department of transportation (DOT), whether or not expressly set forth in the preceding provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996 as it may be amended from time to time, are hereby incorporated in this Agreement reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any requests of the City which would cause the City to be in violation of the FTA terms and conditions.

15. 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 under 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, 5 U.S.C. ' 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. 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.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
- (3) The Contractor agrees to the 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, 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 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.
 - (c.) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. ' 5311 in Non-urbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. ' 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- (4) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

**EXHIBIT 1
SUSPENSION AND DEBARMENT CERTIFICATION**

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), 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 indicted for or otherwise criminally or civilly charged by a 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 or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____ 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.

Signature of Contractor's Authorized Official

Date

Typed Name and Title of Contractor's Authorized Official

**EXHIBIT 2
LOBBYING CERTIFICATION**

As required by U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, I certify to the best of my knowledge and belief that for each application for federal assistance exceeding \$100,000: (1) No Federal appropriated funds have been or will be paid, by or on behalf of _____, 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 an employee of a Member of Congress pertaining to the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and (2) If any funds other than Federal appropriated funds have been or will be paid 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 an employee of a Member of Congress in connection with any application to FTA for Federal assistance, I assure that Standard Form-LLL, "Disclosure Form to Report Lobbying," would be submitted and would include all information required by the form's instructions.

I understand that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. I also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature & Title of Authorized Official

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

**Disclosure of Lobbying Activities
Continuation Sheet**

Reporting Entity: _____ Page ____ of ____