

**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: May 21, 2009 (CC meeting of 06/03/09)

SUBJECT: Consider the Selection of a Contractor to Provide Dial-A-Ride Paratransit Services

SUMMARY

The City Council is being asked to consider awarding a three-year Agreement with two, one-year extensions for Dial-A-Ride Paratransit Services to Nationwide Transit Co. (Nationwide). A copy of the Request for Proposal (RFP) and proposals from MV Transportation Inc. (MV) and Nationwide Transit Co. are provided in the Large Conference Room. Electronic versions of the documents can be provided upon request.

BACKGROUND

The City contracts for Senior Dial-A-Ride (DAR) and ADA Paratransit services. The Senior DAR program is a curb-to-curb transportation service for Moorpark residents aged 62 and older. The rider pays \$1.50 per trip for travel within the city. The ADA Paratransit service provides curb-to-curb transportation within the city for \$1.50 per trip for any Moorpark resident with a valid American with Disabilities Act (ADA) card, issued by the Ventura County Transportation Commission. The Paratransit service also provides trips to and from Thousand Oaks and the Los Angeles County transfer point for \$3.00 per trip. Travel to and from Camarillo and Oak Park is \$4.50 per trip. The City also provides travel to Simi Valley via transfer points for \$3.00 per trip. Since July 2004, the City has contracted with MV for Dial-A-Ride Paratransit services, and the current Agreement expires on June 30, 2009.

On October 15, 2008 City Council approved a RFP to provide Dial-A-Ride Paratransit services. Six companies requested an RFP. On April 2, 2009, two companies, MV and Nationwide submitted an RFP for consideration. Staff reviewed both RFPs and arranged for an interview panel with representatives from both companies on April 22, 2009.

Moorpark's interview panel consisted of Dave Klotzle, Assistant City Engineer, Roger Blais, Parks and Landscape Manager and Shaun Kroes, Senior Management Analyst. Both companies were provided 15 minutes to present their proposal and company overview, followed by a 30 minute question/answer period from Moorpark's interview panel.

The following represents the results of the interviews:

Table 1: Company Evaluation

	MV Transportation	Nationwide Transit
Vendor Presentation (15 Possible)	15	11
Response to Questions (35 Possible)	35	31
Cost Proposal (25 possible)	10	25
Impression of Proposal (15 Possible)	15	10
Overall Impression (10 Possible)	10	7
Total Score (100 Possible)	85	84

DISCUSSION

Both MV and Nationwide received similar scores. MV is also Moorpark's current Paratransit provider and has recently purchased a new vehicle for its fleet and has mentioned it intends on purchasing another new vehicle if it were to continue providing Paratransit services for Moorpark. However, MV's Cost Proposal was significantly higher than Moorpark's current Agreement. It is also significantly higher than Nationwide's Cost Proposal. When asked about the large rate increase, MV staff responded that the pricing they provided was necessary in order for their service to be profitable. Table 2 provides a cost comparison.

Table 2: Cost Proposal Comparison

	Current Fee	MV Transportation	Percent Difference	Nationwide Transit	Percent Difference
Per Trip Fee	\$2.03	\$18.16	794%	\$2.00	(1.5%)
Per Mile Fee	\$2.52	\$3.26	29.4%	\$2.20	(12.7%)

Nationwide provides services in Ventura County for R & D Transportation, Ventura County Medical Center and Ventura County in the Oak Park area, though ADA passengers in Oak Park receive service from MV through the City of Thousand Oaks. Nationwide provided supplemental DAR services for the City of Camarillo from 2001 until 2008, when they were outbid by another company. All of Nationwide's references (R & D Transportation, City of Camarillo, Ventura County Medical Center and Ventura County) provided positive feedback about their service experience with Nationwide and stated that if problems did occur, staff at Nationwide was quick to respond. Many of the scoring criteria in the City's evaluation method are subjective. The argument could be made that although Nationwide's presentation was weaker when compared to MV, Nationwide's overall performance could be good, considering the positive feedback staff received from its references.

The City of Thousand Oaks has awarded its fixed transit and Paratransit services contract to MV, at an annual increase in cost of 48.9% (from \$1,065,000 to \$1,585,771). The City of Thousand Oaks operates its Paratransit service at an hourly rate instead of a per-trip and per-mile rate due to its service demands. Moorpark's service demands are still small enough that the per-mile and per-trip system appears to be more economical. MV also provides Paratransit services for Gold Coast Transit's Access program. Traditionally, Moorpark has utilized the same contractor as Thousand Oaks. MV has improved its level of service in the past few months after some passengers complained about their service in the fall and winter of 2008. As mentioned previously, MV also purchased and began using a new vehicle for some trips in Moorpark and has mentioned that it intends on purchasing another new vehicle if it continues to provide service for Moorpark. However, the significant increase in MV's pricing is cost prohibitive for the City of Moorpark at this time. For example, at the rates provided by MV, it is anticipated that the annual cost to Moorpark would be \$122,000, or nearly two-thirds that of the City's FY 09/10 fixed-transit operations expense (\$183,000). Paratransit services in Moorpark have traditionally cost between \$60,000 and \$75,000 per year.

FISCAL IMPACT

The FY 2009/10 budget will include a request for \$72,000 for Paratransit services, which should fully fund the program if Nationwide is selected as the service provider.

STAFF RECOMMENDATIONS

1. Approve the selection of Nationwide Transit Co. to provide Dial-A-Ride Paratransit services for Moorpark City Transit.
2. Authorize City Manager to sign the Agreement, subject to final language approval of City Manager and City Attorney.

Attachment:

1. Agreement

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND NATIONWIDE TRANSIT
CO. FOR PROVIDING DIAL-A-RIDE PARATRANSIT 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 Nationwide Transit Co., hereinafter referred to as "Contractor".

WITNESSETH

The Parties hereto do agree as follows:

1. Term – The term of this Agreement shall be from July 1, 2009, and will continue in effect until the completion of the project on June 30, 2012, 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 5 and the Contractor's Proposal is hereby incorporated in and made a part of this Agreement as Attachment 6.

- 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 5), then to the language of the Contractor's Proposal (Attachment 6), and then to the other Agreement Documents in the order above set forth.

- 2.3 Entire Agreement – This Agreement supersedes any and all other 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 and be of the size, capacity, and design specified in the Scope of Services 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 written 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 July, 2011 and each July 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 time schedules.

- 8.1 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.

- 8.2 Background Checks – Contractor must be registered with the Department of Justice as a Human Resources Agency. Contractor shall perform background checks on drivers utilizing a vendor such as Live Scan to ensure that no drivers with inappropriate backgrounds are employed 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 Driving While Intoxicated/Driving Under the Influence convictions within the last seven (7) years.
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.
- 10.1 Indemnification for Other Than Professional Liability – Other than in the performance of professional services and to the full extent permitted by law, 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 an individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subconsultants of Contractor.
- 10.2 General Indemnification Provisions – Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth

here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

City does not and shall not; waive any rights that it may have against Contractor by reason of these sections, 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 these sections 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, or
 - 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 – At the time of 1) termination of this Agreement or 2) conclusion of all work, all original reports, documents, calculations, computer files, notes, and other related materials whether prepared by Contractor or its subcontractor(s) or obtained in the course of providing the services to be performed pursuant to this Agreement shall become the sole

property of City. Any word processing computer files provided to City shall use Microsoft Word for Windows software.

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. 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, creed, sex, sexual orientation, national origin or ancestry, religion, or marital status of such person(s). Violation of this provision may result in the imposition of penalties referred to in the Labor Code of the State of California Section 1735.
19. 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 an applicable court in Ventura County, California.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.

25. Captions and Headings – The captions and headings of the various Articles and Paragraphs of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles and Paragraphs hereof.
26. Notice – Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by 1) personal service, 2) delivery by a reputable document delivery service, which provides a receipt showing date and time of delivery, or 3) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

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

Contractor: Masood Babaeian
CEO/President
Nationwide Transit Co.
83 N. Dawson Dr.
Camarillo, CA 93012

27. 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.
28. Responsible Individuals – The individual directly responsible for Contractor's overall performance of the Agreement provisions above set forth and to serve as principal liaison between Contractor and City shall be Masood Babaeian, or his designee.

The City Manager, or his designee, shall represent the City in all matters pertaining to the administration of this Agreement, and review and approval of all work to be performed by the Contractor pursuant to this Agreement. The City Manager is authorized to act on City's behalf to execute all necessary documents which increase the Scope of Services or change Contractor's compensation.

29. Conflicts of Interest – Contractor agrees not to work for any private firm located within the City limits or its Area of Interest, or for any public agency where its jurisdiction includes all or part of the City without the prior written consent of the

City, during the term of this Agreement. Further, Contractor agrees to limit its actions related to economic interest and potential or real conflicts of interest as such as defined by applicable State law to the same standards and requirements for designated City employees.

30. Labor Code Sections 1070 – 1074 – California Labor Code sections 1070 – 1074 apply to the Contractor as specified in Attachment 4.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

Steven Kueny, City Manager

Date: _____

ATTEST

Deborah S. Traffenstedt, City Clerk

CONTRACTOR

Masood Babaeian, CEO/President

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. Any such coverage provided under an umbrella policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liabilities not covered by primary but covered by umbrella. 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 agreement 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 July 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 California Highway Patrol 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.

Measure	Standard	Penalty
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
FEDERAL TRANSIT ADMINISTRATION (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 United States Department of Transportation (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 (VCTC), the USDOT 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 Agreement.

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)

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.

In connection with the performance of this Agreement, the Contractor shall cooperate with the VCTC in meeting commitments and goals with regard to the maximum utilization of DBE and will use its best efforts to ensure that DBE 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.

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 Agreement 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, sexual orientation national origin, marital status, or any disability 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 age, 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 United States Department of Labor (USDOL) 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 agrees as follows:

- A. Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the USDOT Title 49, Part 21, as they may be amended from time to time, (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 USDOT or the City shall upon its own action or upon written request of an authorized representative of the USDOL, 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 subcontract 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 USDOT and the USDOL, and the Contractor or subcontractor 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 City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying agreement, absent the express written consent by the

Federal Government, the Federal Government is not a party to this agreement and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that agreement) pertaining to any matter resulting from the underlying agreement.

- (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 USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying agreement, 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 agreement or the FTA assisted project for which this agreement 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 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 USDOT, whether or not expressly set forth in the preceding provisions. All contractual provisions required by USDOT, 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 USDOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the USDOL 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 USDOL 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), USDOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the USDOL'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 USDOL 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 USDOL or any revision thereto.
- (4) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

ATTACHMENT 4
CALIFORNIA LABOR CODE SECTION 1070 - 1074

1070. The Legislature finds and declares all of the following:

a) That when public transit agencies award contracts to operate bus and rail services to a new contractor, qualified employees of the prior contractor who are not reemployed by the successor contractor face significant economic dislocation as a result.

b) That those displaced employees rely unnecessarily upon the unemployment insurance system, public social services, and health programs, increasing costs to these vital government programs and placing a significant burden upon both the government and the taxpayers.

c) That it serves an important social purpose to establish incentives for contractors who bid public transit services contracts to retain qualified employees of the prior contractor to perform the same or similar work.

1071. The following definitions apply through this chapter:

a) "Awarding authority" means any local government agency, including any city, county, special district, transit district, joint powers authority, or nonprofit corporation that awards or otherwise enters into contracts for public transit services performed within the State of California.

b) "Bidder" means any person who submits a bid to an awarding agency for a public transit service contract or subcontract.

c) "Contractor" means any person who enters into a public transit service contract with an awarding authority.

d) "Employee" means any person who works for a contractor or subcontractor under a contract. "Employee" does not include an executive, administrative, or professional employee exempt from the payment of overtime compensation within the meaning of subdivision (a) of Section 515 or any person who is not an "employee" as defined under Section 2(3) of the National Labor Relations Act (29 U.S.C. Sec. 152(3)).

e) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

f) "Public transit services" means the provision of passenger transportation services to the general public, including paratransit service.

g) "Service contract" means any contract the principal purpose of which is to provide public transit services through the use of service employees.

h) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

1072. a) A bidder shall declare as part of the bid for a service contract whether or not he or she will retain the employees of the prior contractor or subcontractor for a period of not less than 90 days.

b) An awarding authority letting a service contract out to bid shall give a 10 percent preference to any bidder who agrees to retain the employees of the prior contractor or subcontractor pursuant to subdivision (a).

c)(1) If the awarding authority announces that it intends to let a service contract out to bid, the existing service contractor, within a reasonable time, shall provide to the awarding authority the number of employees who are performing services under the service contract and the wage rates, benefits, and job classifications of those employees. In addition, the existing service contractor shall make this information available to any entity that the awarding authority has identified as a bona fide bidder. If the successor service contract is awarded to a new contractor, the existing contractor shall provide the names, address, dates of hire, wages, benefit levels, and job classifications of the employees to the successor contractor. The duties imposed by this subdivision shall be contained in all service contracts.

2) A successor contractor or subcontractor who agrees to retain employees pursuant to subdivision (a) shall retain employees who have been employed by the prior contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employees' failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the successor contractor or subcontractor.

3) The successor contractor or subcontractor shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than 10- days. Nothing in this section requires the successor contractor or subcontractor to pay the same wages or offer the same benefits provided by the prior contractor or subcontractor.

4) If, at any time, the successor contractor or subcontractor determines that fewer employees are required than were required under the prior contract or subcontract, he or she shall retain qualified employees by seniority within the job classification. In determining those employees who are qualified, the successor contractor or subcontractor may require an employee to possess any license that is required by law to operate the equipment that the employee will operate as an employee of the successor contractor or subcontractor.

1073. a) An employee who was not offered employment or who has been discharged in violation of this chapter, or his or her agent, may bring an action against the successor contractor or subcontractor in any superior court having jurisdiction over the successor contractor or subcontractor. Upon finding a violation of this chapter, the court shall order reinstatement to employment with the successor contractor or subcontractor and award backpay, including the value of benefits, for each day of violation. A violation of this chapter continues for each day that the successor contractor or subcontractor fails to employ the employee, within the period agreed to pursuant to Section 1072.

b) The court may preliminarily or permanently enjoin the continued violation of this chapter.

c) If the employee prevails in an action brought under this chapter, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

1074. a) Upon its own motion or upon the request of any member of the public, an awarding authority may terminate any service contract made pursuant to Section 1072 if both of the following occur:

1) The contractor or subcontractor has substantially breached the contract.

2) The awarding authority holds a public hearing within 30 days of the receipt of the request or its announcement of its intention to terminate.

b) A contractor or subcontractor terminated pursuant to subdivision a) shall be ineligible to bid on or be awarded a service contract or subcontract with that awarding authority for a period of not less than one year and not more than three years, to be determined by the awarding authority.

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 and 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, further, 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 Americans with Disabilities Act (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 participants carried and minimize circuitous routing while maintaining on-time performance. Dispatcher shall advise participants, 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 participant's requested time. For example, if an ADA participant requests a 10:00 a.m. pick up, the Contractor must be able to pick up that participant 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(s).

Contractor shall use the provided Trapeze Dispatch Program, equipment and any additionally provided programs to enhance the demand response and reservation system. The Trapeze Program and equipment is provided by the Ventura County Transportation Commission (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 participants.

Reservation guidelines are as follows:

Intra-City travel: Participants 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 participant has an appointment he or she needs to make, or uses a wheelchair, the participant 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, participants 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 participant 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, including obtaining a Business Registration from the City.

The Contractor shall be responsible for ensuring compliance with ADA 49 CFR 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 participants including name, address, telephone number, disability, and any other information that will assist the driver.
2. Receive Paratransit reservation requests via the telephone. Participant 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 participants have been adequately served with a taxicab, town car, or mini-van. This is acceptable

as long as the participant 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 extent practicable 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 the manufacturer's specifications.

The City, at its own expense, may inspect vehicles to ensure that regular preventive maintenance and other is being performed.

- 6.5 Vehicle Repairs: All repairs to 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 the manufacturer'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 summaries of vehicle miles, vehicle miles since last preventative maintenance inspection, lists of any vehicle repairs made, numbers and lengths of time 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 California Department of Motor Vehicles (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.

Drivers are required to possess a valid California Class "B" or "C" driver 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 Live Scan 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 Driving While Intoxicated/Driving Under the Influence 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 participants with transfers, ensure that fares are collected and deposited in the farebox, assist elderly and handicapped participants, refuse rides to unruly participants, stay on schedule, obey all traffic laws, and enforce all City transit participant rules. Drivers shall not smoke in the vehicles or allow participants to do the same.

The City's Senior Dial-A-Ride and ADA Paratransit service is curb-to-curb, which means the participant should meet the vehicle. However, the following procedures have been established to ensure that participants have an opportunity to board Paratransit vehicles in a timely fashion when building design, weather, or other barriers prevent the participant 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 participant 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 participant 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 participant [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 participant 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 participant is a "No-Show".

B. The following procedure is for private participant residences:

In the event that a scheduled participant 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;
- If the schedule does not permit waiting additional time, the Dispatcher will place a telephone call, informing the participant that the vehicle is outside;
- After confirming the vehicle's arrival with the participant, the Dispatcher will advise the driver that the participant is en route to the vehicle; and
- If no answer is received, the Dispatcher will direct the driver to continue in service, noting that the participant 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 be 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 participant counts by demographic category and fare (senior, ADA, Intra, Inter) and date.
- E. Participant counts by payment method (cash, pass, free meal trip, transfer) by date.
- 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, participant count by fare, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, participants per hour, wheelchair boardings, participant trip denials, and Dial-A-Ride participant "No-shows".

Section 9: Fares

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

- Intra City
(Senior or ADA service): \$1.50 per participant
- City Senior Nutrition trips: \$1.50 suggested donation
- Inter-City ADA trips: \$3:00 per participant (Thousand Oaks/Westlake, Simi Valley
\$4.50 per participant (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 participant 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 participants that attend Adult Day Care Centers receive vouchers from the Center. The Contractor must keep track of those particular participants' trips and bill the respective Center for payment. The participants' fare should be discounted from the City's invoice as if they were paying 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 the Contractor is required to attend. 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 driver sheets for all trips provided, which should include the following:

- Drivers name and vehicle ID number
- Date
- Appointment Time
- Actual pick up Time
- Actual drop off Time
- ADA number (if applicable)
- Participant 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 Participants

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)	\$	2.00
Cost per mile	\$	2.20

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

Initial cost, flag drop (base cost per trip)	\$	2.00
Cost per mile	\$	2.40

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

Initial cost, flag drop (base cost per trip)	\$	2.00
Cost per mile	\$	2.60

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.

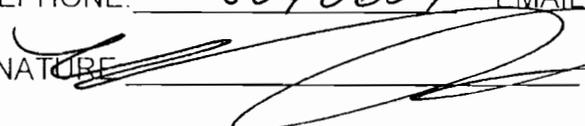
PROPOSER: NATIONWIDE TRANSIT CORP.

CONTACT: MASOOD BABAEIAN

TITLE: CEO

ADDRESS: 83 N. DAWSON DR. CAMARILLO, CA 93012

TELEPHONE: (805) 8040657 EMAIL: WESTCOASTPTS @AOL.COM

SIGNATURE:  TITLE: CEO

APPENDIX C
PROPOSER REFERENCE FORM - PARTS I AND II

PART I

GENERAL INFORMATION

1. NAME NATIONWIDE TRANSIT CORP.

2. Bidder is a: (circle one)

Corporation/Partnership/Association/Sole Proprietorship

3. Bidder's address and Telephone Number:

83 N. DAWSON DR.

CAMARILLO, CA 93012

(805) 383-5544

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

MASOOD BARBAEIAN, CEO

(805) 804-0657

WEST COASTPTS @ AOL.COM

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. CORPORATE SOLUTIONS (818) 402-0202
21777 VENTURA BL. BOBBY B.
WOODLAND HILLS, CA 91367

B. ADVANTAGE COMM. (805) 340-4040
1444 DONLON ST # 14 ALAN K.
VENTURA, CA 93004

C. WELLS FARGO BANK (818) 716-4644
6001 TOPANGA CANYON RD RONITA Z.
WOODLAND HILLS, CA 91367

PART II

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

1. Client Name: R & D TRANSPORTATION
Client Address: 5140 COMMENCE #C
MOONPARK, CA 93020
Contact Person: KAREN RUIZ
Telephone Number: (805) 732-2475
Period of Service: 2002 - PRESENT (UNDER: WEST COAST)

2. Client Name: CITY OF CAMARILLO
Client Address: 601 CARMEN DR.
CAMARILLO, CA 93010
Contact Person: ROC PUJIDO
Telephone Number: (805) 388-5346
Period of Service: 1999- 2008 (UNDER: YELLOW CABS)

3. Client Name: COUNTY OF VENTURA - PUBLIC WORKS
Client Address: 800 S. VICTORIA AVE
VENTURA, CA 93004
Contact Person: CATHY CONNELL
Telephone Number: (805) 654-2052
Period of Service: 1999 - PRESENT (UNDER: THOUSAND)
OAKS CAB CO.

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 1
2. Primary or Back-Up Vehicle 1
3. Vehicle Type/Model/Manufacturer DODGE VAN CARAVAN
4. Date of Manufacture 2002-2004
5. Passenger Seating Capacity 4 + 1 WHEELCHAIR
6. Gross Vehicle Weight Rating 4000
7. Engine/Transmission Type V8 AUTO
8. Vehicle Length and Exterior Width 216"
9. Interior Height & Aisle Width 80"
10. Step Height from Ground 80"
11. Destination Signs (Describe Location and Functions):
MOOR PARK DIAL-A-RIDE ON BOTH SIDES
AND BACK
12. Wheelchair Equipment (Describe Type/Model/Manufacturer and attach photograph)
LOWERED FLOOR (MANUAL LIFT)

13. Total Accumulated Vehicle Mileage: 50,000-60,000

Date of odometer reading. APRIL 2009

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

N/A

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

Comments: _____

**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), NATIONWIDE TRANSIT 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

4-1-09

Date

MASOOD BABAEIAN, CEO
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 NATIONWIDE TRANSIT, 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 understand 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

4-1-09
Date