

AGENDA ITEM 2 A
Action Item

MEMORANDUM

DATE: February 1, 2018

TO: El Dorado County Transit Authority

FROM: Brian James, Planning and Marketing Manager

SUBJECT: El Dorado Hills Taxi Voucher Program (Demonstration Project)
Request for Proposals

REQUESTED ACTION:
BY MOTION,

Approve the Release of Request for Proposals (RFP) 18-01 for the El Dorado Hills Taxi Voucher Program

BACKGROUND

In June 2013 the El Dorado County Transit Authority (El Dorado Transit) Board adopted the El Dorado Hills Community Transit Needs Assessment and U.S. 50 Corridor Transit Operations Plan, which included a recommendation to implement a Taxi Voucher program in El Dorado Hills. El Dorado Transit issued Request for Proposals (RFP) 15-02 on April 10, 2015 for the El Dorado Hills Taxi Voucher Program (Demonstration Project). The El Dorado Transit Board awarded the contract to Gold Rush Taxi on August 6, 2015 and the Taxi Voucher Program operations started in October 2015. Between October 2015 and November 2017, the El Dorado Hills Taxi Voucher Program provided 2,501 trips or an average of ninety-six (96) trips per month. The contract was for one (1) year with the option to extend for up to an additional two (2) years.

DISCUSSION

To continue the Taxi Voucher program under a new contract, upon Board approval El Dorado Transit will issue RFP 18-01 to solicit multiple vendors for participation in the El Dorado Hills Taxi Voucher Program.

The following is an outline of the proposed service structure contained in the RFP.

- Proposed participants: Initial roll-out; Seniors (age 60+) and Disabled Persons who are residents of El Dorado Hills.
- Proposed service area: El Dorado Hills Community Service District (EDHCSD) (see map). Clients would be able to request trips beyond EDHCSD (i.e. Folsom for medical trips) but would be responsible for all fare beyond the service area.
- Proposed service hours: Seven (7) days per week, 8:00 AM to 5:00 PM

- Proposed reservations obligation: Passengers may self-select from participating vendors. Actual reservations process to be determined through negotiations with potential vendors.
- Proposed passenger fare obligation: \$3.00 per one way trip within the El Dorado Hills Community Service District; passenger may be responsible for additional fare depending on actual trip request.
- Proposed operating subsidy: To be negotiated
- Proposed method of tracking/payment: Vouchers to be purchased by the passenger.

Administration Related Service Elements

- Passenger trip tracker has been developed for invoicing and verification purposes.
- Monthly service reporting requirements have been established to conform to current State and Federal requirements.

Staff is proposing the following schedule for the RFP process.

February 2, 2018..... Issue Request for Proposals
 February 23, 2018..... Deadline for Submitting Written Questions
 March 9, 2018..... Closing date for receipt of proposals
 March 12, 2018..... Contact proposers to schedule interviews, if required
 March 19-21, 2018..... Conduct interviews, if required; recommend contract award
 April 5, 2018..... Contract award
 April 6, 2018..... Execute contract

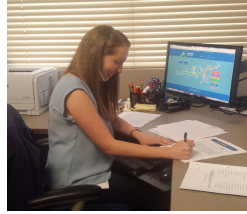
El Dorado Transit staff recommends that the board approve the release of the Request for Proposals (RFP) 18-01 for the El Dorado Hills Taxi Voucher Program.

FISCAL IMPACT

Per the El Dorado Hills Community Transit Needs Assessment and U.S. 50 Corridor Transit Operations Plan, it is estimated that the program will require a subsidy of a maximum of \$87,000 annually based upon total ridership.



EL DORADO TRANSIT



REQUEST FOR PROPOSALS #18-01

El Dorado Transit Taxi Voucher Program in El Dorado Hills

Release Date: February 2, 2018

Prepared by: El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619
(530) 642-5383
www.eldoradotransit.com

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REQUEST FOR PROPOSALS

**For
EL DORADO TRANSIT TAXI VOUCHER PROGRAM IN
EL DORADO HILLS**

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I. INTRODUCTION

The El Dorado County Transit Authority (El Dorado Transit) provides public transportation within the Western Slope of El Dorado County under a Joint Powers Agreement between El Dorado County and the City of Placerville. Board membership includes three (3) members appointed by the El Dorado County Board of Supervisors and two (2) members appointed by the City of Placerville City Council.

II. BACKGROUND

The goal of this project is to secure contracts with multiple taxi vendors able to provide service as part of the El Dorado Transit Taxi Voucher Program in El Dorado Hills, California.

El Dorado Transit was established to provide public transportation options for senior and disabled residents of El Dorado County. Public transportation services gradually expanded to meet some of the transportation needs of the general public. El Dorado Transit services currently include commuter routes, rural fixed routes and demand response services.

The El Dorado Hills Community Transit Needs Assessment and US 50 Corridor Transit Operations Plan, June 2013 included the recommendation to develop a taxi voucher program to provide same day service to seniors and disabled persons in El Dorado Hills. This recommendation was carried forward in the Western El Dorado County 2014 Short- and Long Range Transit Plan, August 2014.

III. PROJECT SUMMARY AND DESCRIPTION

The contract for the El Dorado Transit Taxi Voucher Program will be an agreement between El Dorado Transit and the contractor(s). It is the intent of El Dorado Transit to enter into agreements with multiple contractors for the specified services. El Dorado Transit will provide contract administration services. The contractor(s) will invoice El Dorado Transit for services rendered and El Dorado Transit will pay the contractor(s) for these services. Funding for the contractor(s) services will be provided by El Dorado Transit utilizing Federal, State and/ or local funding sources. The El Dorado Transit Board of Directors will award the contract.

The budget for the El Dorado Transit Taxi Voucher Program is not to exceed \$87,000.00 annually in total and is not limited to a single contractor(s).

IV. SCOPE OF WORK/SERVICES

The scope of work is described below. The selected contractor(s) will be expected to perform all services described in the Scope of Work. The contractor(s) will receive general direction from the El Dorado Transit Planning and Marketing Manager and any staff assigned to this project.

The proposed taxi voucher program shall provide on-demand, subsidized taxi service within the El Dorado Hills Community Service District area within Western El Dorado County (see Exhibit A). The service shall be provided to eligible senior and disabled residents, as specified by El

Dorado Transit, of the El Dorado Hills Community. For the purposes of this agreement, a senior is defined as a person age sixty (60) or older.

General Service Description

1. Taxi operators must be able to provide taxi service between the hours of 8 AM and 5 PM seven (7) days per week.
2. Reimbursement for each taxi trip will be paid by El Dorado Transit through the reimbursement of a verified taxi voucher issued by El Dorado Transit. Services shall be provided within the El Dorado Hills Community Service District area for a flat rate to be agreed upon by the CONTRACTOR(S) and El Dorado Transit. Service may be provided beyond the El Dorado Hills Community Service District at the sole expense of the passenger.
3. Service shall be provided on a pre-scheduled reservation basis unless otherwise arranged by the CONTRACTOR(S).
4. Service shall be reserved for round trip service at the time the reservation is made unless otherwise specified by the passenger at the time of the reservation request.
5. Contractor(s) shall make every effort to arrive to pick-up eligible passengers within forty-five (45) minutes of a reservations call, unless alternate time scheduled at the time of the reservation request.
6. Service shall be reserved at any time during CONTRACTOR(S) business hours, and may be reserved before the day of the service.
7. Service shall be provided to every scheduled passenger within thirty (30) minutes of reservation time.
8. If a person needs a wheelchair-accessible vehicle but one is not available within the thirty (30) minute window, the taxi operator must refer this passenger to El Dorado Transit as soon as possible.
9. El Dorado Transit may install GPS in any El Dorado Transit vehicles that are leased to CONTRACTOR(S).

Customer Service

1. Contractor telephone staff will treat all callers with courtesy and dignity and will respect the caller's right to privacy and confidentiality. Professional, prompt and courteous customer service shall be a high priority.
2. Contractor will require staff and drivers to participate in voluntary customer service and driver sensitivity training provided by El Dorado Transit.
3. Customer Usage of the Program: El Dorado Transit reserves the right to change the following customer usage protocols that will be in effect at the beginning of the Agreement term:
 - a. Minimum prior notice required to request a ride: 45 minutes

- b.** Per-ride subsidy: \$15 (to be negotiated prior to contract signing)
- 4.** Eligible passengers may bring guests on trips at no extra cost, subject to seating limitations, as long as the guests board and alight at the same origin and destinations as the eligible passenger.
- 5.** CONTRACTOR(S) will respond promptly to all customers and will refer all complaints to the Operations Manager at El Dorado Transit at 530-642-5383 Ext. 211.
- 6.** CONTRACTOR(S) will notify El Dorado Transit within 2 hours of the following: reported accident while in the process of transporting an El Dorado Transit client; unavailability of an accessible vehicle; or any other incident that may warrant notification of El Dorado Transit staff.

Contractor Responsibilities

- 1.** CONTRACTOR(S) will provide a current fleet list, including any accessible vehicles, to El Dorado Transit quarterly commencing the first quarter after acceptance of this agreement. Should the CONTRACTOR not have accessible vehicles currently in fleet, CONTRACTOR shall obtain a minimum of one (1) accessible vehicle as soon as is practicable.
- 2.** CONTRACTOR(S) will designate a point of contact and an alternate contact that shall be available to El Dorado Transit during normal business hours. The designee and the alternate shall be persons with the authority to manage the project and/or respond to any requests made by El Dorado Transit.
- 3.** CONTRACTOR(S) will report monthly a list of trips provided to eligible El Dorado Transit clients utilizing the Program Tracker provided by El Dorado Transit (see attachment).
- 4.** CONTRACTOR(S) will submit all vouchers received in conjunction with rides indicated on the Program Tracker. Failure to provide redeemed vouchers for trips indicated on the Program Tracker may result in non-payment for said trips.
- 5.** CONTRACTOR(S) will ensure that all vehicles operated under this contract are in good working order, clean and free from visible damage. It is the right of El Dorado Transit to inspect CONTRACTOR(S) vehicles at any time to verify vehicle condition and cleanliness.
- 6.** CONTRACTOR(S) will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and prohibited Drug Use in Transit Operations," 49 CFR part 655 and will ensure all drug and alcohol test results are sent quarterly to El Dorado Transit and that all post-accident drug and alcohol test results are sent to El Dorado Transit within one (1) week.
- 7.** CONTRACTOR(S) will work with El Dorado Transit on establishing no-show and late cancellation policies to encourage passengers to be responsible for their scheduled rides.

V. CONTACT PERSON

Mr. Brian James
Planning and Marketing Manager
El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619
(530) 642-5383 ext. 201
Email: bjames@eldoradotransit.com

VI. PROJECT TIMETABLE (All dates are tentative)

February 2, 2018Issue Request for Proposals
February 23, 2018Deadline for submitting written questions
March 9, 2018Closing date for receipt of proposals
March 12, 2018Contact proposers to schedule interviews, if required
March 19-21, 2018.....Conduct interviews, if required; recommend contract award
April 5, 2018Contract award
April 6, 2018.....Execute contract

Proposals must be received no later than 4:00 PM on Friday March 9, 2018. If mail delivery is used, the proposer should mail the proposal early enough to provide for arrival by this deadline. Proposer uses mail or courier service at his own risk. El Dorado Transit will not be liable or responsible for any late delivery of proposals. **Postmarks will not be accepted.**

Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

VII. GENERAL CONDITIONS

A. Limitations

This Request for Proposal (RFP) does not commit El Dorado Transit to award a contract, to pay any costs incurred in the preparation of the contract in response to this request, or to procure or contract for services or supplies. El Dorado Transit expressly reserves the right to reject any and all proposals or to waive any irregularity or information in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. El Dorado Transit reserves the right to withdraw this RFP at any time without prior notice. Further, El Dorado Transit reserves the right to modify the RFP schedule described above.

B. Award

El Dorado Transit may ask RFP finalists to present oral presentations regarding their firms and any special expertise in the necessary areas. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. El Dorado Transit also reserves the right to award the contract without discussion, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

C. RFP Addendum

Any changes to the RFP requirements will be made by written addenda by El Dorado Transit and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

Proposers downloading the RFP from the El Dorado Transit website are responsible for checking the website up to the closing date of March 9, 2018 for any addenda issued. Printed copies of the RFP and/or any addenda are only mailed out by proposer request. Addenda issued are required to be acknowledged and returned by participating proposer in order to be considered further in the evaluation process. Those proposers not acknowledging and returning addenda as required will not be considered and will be rejected as “non-responsive.”

D. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of El Dorado Transit shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

E. Precontractual Expense

Precontractual expenses are defined as expenses incurred by proposers and selected contractor in:

- 1) Preparing proposals in response to this RFP.
- 2) Submitting proposals to El Dorado Transit.
- 3) Negotiations with El Dorado Transit on any matter related to proposals.
- 4) Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, El Dorado Transit shall not be liable for any precontractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. El Dorado Transit shall be held harmless and free from

any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

F. Signature

The proposal will also provide the following information: name, title, address and telephone number of individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant and shall contain a statement to the effect that the proposal is a firm offer for at least a sixty (60) day period. Execution of the contract is expected by April 6, 2018.

G. Term

The term of the contract will be from date of execution to completion of the project, June 30, 2019 or as agreed upon by the consultant and the Project Manager.

H. Fiscal Out Clause

The Agreement may be terminated at the end of any fiscal year, June 30th, without further liability other than payment incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the agreement was intended.

I. Insurance

The successful firm shall provide evidence of the following insurance requirements: General liability insurance in an amount not less than \$1,000,000 naming the El Dorado County Transit Authority as an additional insured.

J. Contract Arrangements

The consultant is expected to execute a contract similar to El Dorado Transit's Professional Services Agreement (included as Exhibit C), which meets the requirements of TEA 21:

- 1) Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation that minority-and women-owned business enterprises (hereby referred to as DBEs) as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. El Dorado Transit's overall goal for the Federal fiscal year 2013/14 is the following: twelve point five percent (12.5%) of the Federal financial assistance in FHWA-assisted contracted services. Any DBE certified firms must submit a participation statement to each proposal.
- 2) DBE Obligation: The recipient or its contractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and

reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

- 3) Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.
- 4) Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each proposal, to be considered responsive, must include the following:

- 1) A copy of the contractor(s) affirmative action policy (applicable for firms with 50 or more employees)
- 2) Discussion of the contractor(s) program for use of DBEs in the performance of this work, including the following:
 - The names and addresses of DBE firms that will participate
 - The description of the work each named firm will perform
 - The dollar amount of participation by each DBE firm

3) Conflict of Interest

Firms submitting proposals in response to this RFP must disclose to El Dorado Transit any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFP.

If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.

VIII. PROPOSAL CONTENT AND ORGANIZATION

Proposals should be limited to specific discussion of the elements outlined in this RFP. The intent of this RFP is to encourage responses which meet the stated requirements and which propose the best methods to accomplish the work.

The organization of the proposal must follow the general outline below. Each proposal should consist of a technical proposal (items 1-5 below), Form A-H (Appendix A) and a copy of Exhibit B-Contractor Data Sheet and Supplemental Questionnaire.

1) **Transmittal Letter**

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant(s) firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals.

2) **Introduction (1 Paragraph)**

The proposer should succinctly describe their company history, structure and current service area, as well as any prior experience of working within a taxi voucher program.

3) **Technical Data**

Proposer must complete Exhibit B: Contractor Information Data Sheet. Proposer should provide proposal for flat rate fee for the service described herein; per passenger, one-way within the El Dorado Hills Community Service District (Exhibit A, approximately 9 miles in length North to South). This rate will be negotiated with successful proposers. Proposal should also include current trip data, including average trip length, average trip fare and average trip duration of trips within El Dorado County.

4) **Project Management**

The proposer must prepare an explanation of the project management system and practices to be used to assure that the required proposed services are completed timely and that the quality of the services will meet El Dorado Transit's requirements.

5) **Number of Copies**

The proposer must provide three (3) stapled or bound copies of all submittals in response to this Request for Proposals.

All proposals shall be received no later than 4:00 PM, March 9, 2018 at the El Dorado County Transit Authority, 6565 Commerce Way, Diamond Springs, California 95619.

All proposals shall be submitted in a sealed envelope that is clearly marked "RFP *El Dorado Hills Taxi Voucher Program-Proposal*". Late proposals shall not be accepted.

All proposals, whether selected or rejected, shall become the property of the El Dorado County Transit Authority.

All proposals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing, and in the same number of copies as the original proposal, prior to the date and time specified for receipt of proposals.

IX. PROPOSAL EVALUATION AND SELECTION

A proposal review panel will evaluate the proposals. Proposers may be telephoned and asked for further information, if necessary, and may be expected to appear for oral interviews. The panel will make recommendations to the El Dorado Transit Executive Director on the basis of the proposal and oral interviews, if requested. El Dorado Transit reserves the right to award a contract based solely on written proposals and not convene oral interviews.

Upon receipt of the proposals, a technical evaluation will be performed. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation criteria will include such considerations as:

- Specialized experience and technical competence.
- Familiarity with type of issues and problems associated with transit agencies.
- Understanding of and approach to scope of work/ services.
- Proposed flat fee schedule and flag and mileage rates.

In addition, the participation of qualified disadvantaged and minority-owned firms in this project is strongly encouraged.

X. PAYMENT SCHEDULE

Fees shall be billed on a per trip basis for all services rendered. The contractor(s) should forward a copy of all invoices and trip sheets for payment for work performed after the presentation to El Dorado Transit by the fifth (5th) day of the following month.

APPENDIX A (REQUIRED FORMS)

FORM A
LOBBYING CERTIFICATION

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of CONTRACTOR'S Authorized Official

Date

Name and Title of CONTRACTOR'S Authorized Official

FORM B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Paratransit, Inc. may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to Paratransit, Inc. if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact Paratransit, Inc. for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Paratransit, Inc.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

FORM B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (PAGE 2)

1. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
2. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
3. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Paratransit, Inc. may pursue available remedies including suspension and/or debarment.
4. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
5. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

SIGNATURE _____ DATE _____

TITLE _____ COMPANY NAME _____

**FORM C
ADDENDUM RECEIPT**

_____ (Name of CONTRACTOR) acknowledges it has received and read the following Addenda:

Addendum # _____ Signature _____
Addendum # _____ Signature _____
Addendum # _____ Signature _____
Addendum # _____ Signature _____
Addendum # _____ Signature _____
Addendum # _____ Signature _____

SIGNATURE _____

DATE _____

TITLE _____

COMPANY NAME _____

FORM D

Non-Collusion Affidavit for Contractor

STATE OF
CALIFORNIA
COUNTY OF EL
DORADO

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent)

of _____, hereinafter referred to as (contractor) or (SUBCONTRACTOR).

2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the County of El Dorado, State of California.

3. That his/her proposal is genuine and is not collusive or a sham proposal.

4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including its this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONTRACTOR, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other CONTRACTOR, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against City or any person interested in the proposed contract; and,

5. That the price or prices quoted in the proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the CONTRACTOR or any of its agents, owners, representatives, employees, or parties in interest, including its affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 2018, at _____, California.

Signed: _____

Title: _____

FORM E
CERTIFICATION OF ELIGIBILITY (LABOR STANDARDS)

_____ (Name of CONTRACTOR) hereby certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Agreements Incorporating Labor Standard Provisions.

SIGNATURE _____

DATE _____

TITLE _____

COMPANY NAME _____

**FORM F
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING RESPONSIBILITY
MATTERS**

The Primary Participant _____ (Name of CONTRACTOR) certifies to the best of its knowledge and belief, that it and its principals:

- a. Have not within a three year period preceding this proposal been convicted 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;
- b. Are not presently under indictment 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 (a) of this certification; and
- c. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, state or local) terminated for default.

If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT, (Name of CONTRACTOR) 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 USC SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Official _____

Title _____

The undersigned chief legal counsel (or corporate secretary) for the _____ hereby certifies that the _____ has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Secretary

Date _____

FORM G
CERTIFICATION REGARDING ALCOHOL MISUSE AND PROHIBITED DRUG USE

Certification Regarding Alcohol Misuse and Prohibited Drug Use

1) As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the undersigned certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

2) The undersigned shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (CALTRANS sub-recipient MA (03-6225)), between EL DORADO TRANSIT and CALTRANS, as they may be amended or promulgated from time to time during the term of this contract. The undersigned's failure to so comply shall constitute a material breach of contract.

Signature _____

Name _____

Date _____

Company Name _____

Title _____

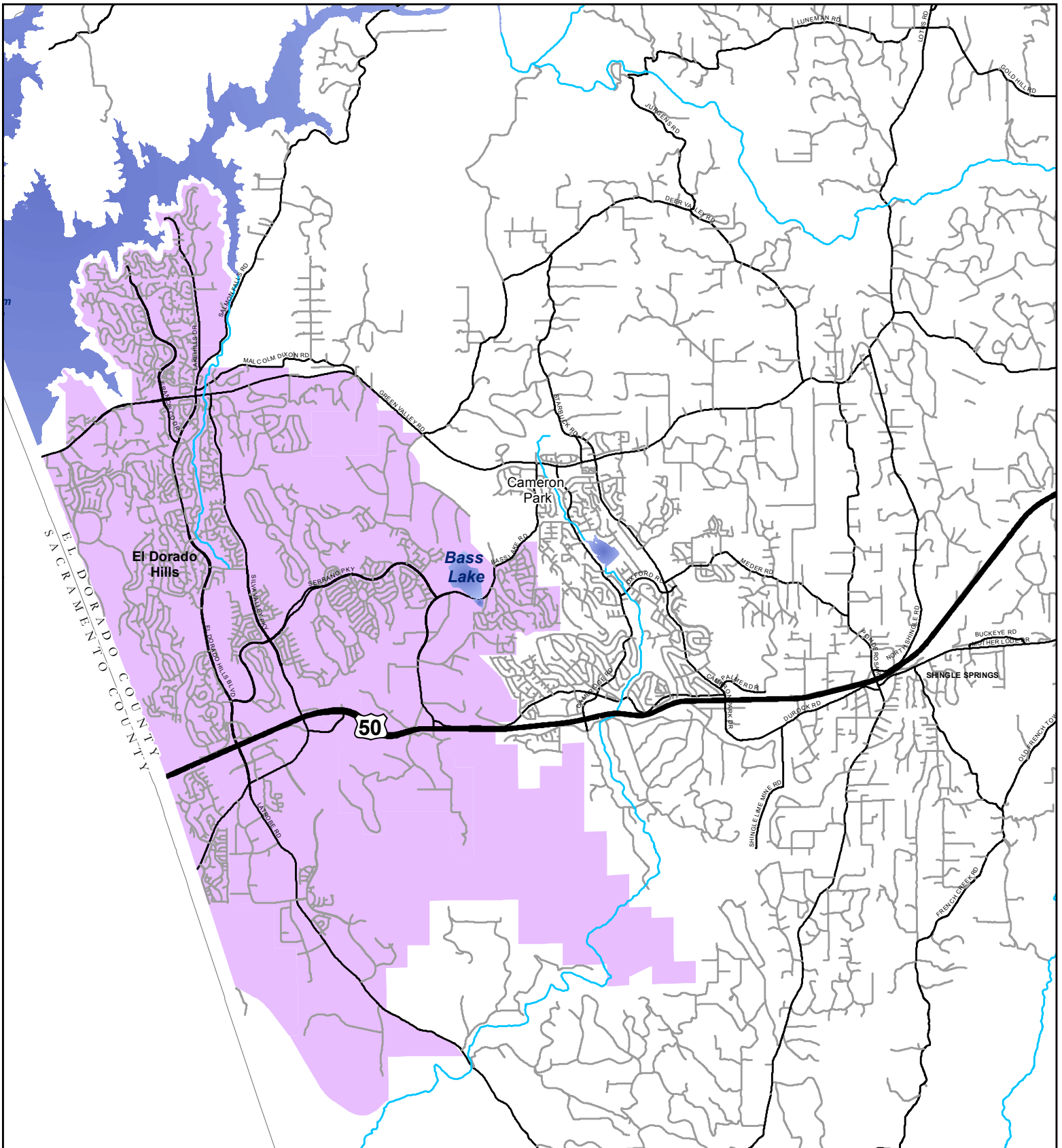
FORM H

CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Sub consultants: \$ _____			
8. Total Number of <u>all</u> Sub consultants: _____			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section		13. Total Dollars Claimed	12. DBE Dollar Amount
20. Local Agency Contract Number: _____		\$ _____	_____ %
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____			
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____	15. Preparer's Signature _____	
Caltrans to Complete this Section		16. Preparer's Name (Print) _____	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:		17. Preparer's Title _____	
28. DLAE Name (Print) _____	29. DLAE Signature _____	18. Date _____	19. (Area Code) Tel. No. _____
30. Date _____			

EXHIBIT A



El Dorado Hills Community Services District

Map Source: El Dorado County Transportation Commission
Base Data Source: El Dorado County

Map Feature Key

- Major Roads
- Minor Roads
- El Dorado Hills CSD

1 inch = 7,754 feet

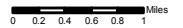


EXHIBIT B

Contractor Information Data Sheet

COMPANY INFORMATION

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Phone: _____

Owner Name: _____

Phone: _____

Email: _____

Business License #: _____

COMPANY STATISTICS

Number of Employees: Full Time _____ **Part-Time** _____

Fleet Size: _____

Number of Accessible Vehicles: _____

Number of Years in Operation: _____

Current Service Area: _____

Flag Rate: \$ _____

Mileage Rate: \$ _____

Wait Time Rate: \$ _____

Average Trip Length (miles): _____

Average Trip Length in El Dorado Hills (miles): _____

EXHIBIT B

5. Please provide estimated fares for the following trip distances.

4 miles _____

7 miles _____

10 miles _____

21 miles _____

25 miles _____

EXHIBIT C
EL DORADO COUNTY TRANSIT AUTHORITY
Agreement for Provision of Taxi Voucher Service within El Dorado Hills Area

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11. Contract Assignment
12. Disputes
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SAMPLE

EL DORADO TRANSIT SAMPLE SERVICE AGREEMENT

This AGREEMENT is made this ___ day of ___ 2018, by and between the EL DORADO COUNTY TRANSIT AUTHORITY, hereinafter referred to as "EL DORADO TRANSIT" and _____, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CONTRACTOR submitted a proposal dated _____ in response to the request for proposals to provide such services in the method and manner and for the costs set forth in the proposal, subsequent clarifications and the "best and final offer"; and,

WHEREAS, CONTRACTOR represents it has the management and technical personnel, expertise and other useful assets of sufficient quantity and quality to provide EL DORADO TRANSIT's taxi voucher program services; and,

WHEREAS, the subject Request for Proposals (RFP) is attached to this agreement as **Exhibit B** and CONTRACTOR's proposal is attached as **Exhibit C** and both are by this reference made a part of this agreement;

NOW, THEREFORE, in consideration of the foregoing recital and covenants and agreements of each of the parties, the parties do agree as follows:

1. PURPOSE OF AGREEMENT.

EL DORADO TRANSIT hereby contracts with CONTRACTOR to operate and dispatch specified taxi voucher program services upon the terms and conditions hereinafter set forth.

2. TERM OF AGREEMENT.

(a) **Contract Term:** Subject to the terms and conditions of this agreement, the term of this agreement shall be from _____ through and including _____.

(b) **Optional Extension Term:** EL DORADO TRANSIT, at its sole discretion, will have the option to extend the terms of this agreement for two (2) one (1) year terms. The one (1) year extensions may be acted upon either, individually or in conjunction.

PRICE: A flat rate of fifteen (\$15.00) dollars per one-way trip. Total annual invoicing not to exceed **\$87,000** for any single contractor.

3. SCOPE OF WORK.

CONTRACTOR shall provide the transportation services set forth in **Exhibit A** entitled "Scope of Work" attached and by this reference made a part of this agreement. Such services shall continue to be provided by CONTRACTOR until the "Scope of Work" is amended pursuant to the terms and conditions of this agreement. **Exhibit D** includes proposed Maps and Schedules of El Dorado Hills Taxi Voucher Program Service.

Notwithstanding the above, changes involving schedules, service area locations, and so forth may be made at any time by EL DORADO TRANSIT without requiring the execution of a contract amendment. In the event the total passenger trips are increased or decreased by more than fifty percent (50%) over a three (3) month rolling average, EL DORADO TRANSIT or CONTRACTOR may request a rate renegotiation. All such changes by EL DORADO TRANSIT shall be set forth in writing.

4. MAXIMUM OBLIGATION.

EL DORADO TRANSIT agrees to pay CONTRACTOR(S) in consideration for its services as described herein. The maximum cost to be paid by EL DORADO TRANSIT to all CONTRACTOR(S) for services within the El Dorado Transit Taxi Voucher Program, shall not exceed **\$87,000**, based on the services specified in Exhibit A. Nothing in this agreement shall require EL DORADO TRANSIT to guarantee payment of the noted maximum obligation to one (1) or more CONTRACTOR(S). It shall be the responsibility of Contractor to monitor the services provided and the costs incurred to insure that the maximum amount of **\$87,000** is not exceeded.

5. PRICE FORMULA.

EL DORADO TRANSIT agrees to pay CONTRACTOR for performance of the services set forth in this agreement as follows:

(a) **Taxi Voucher Program Service (Senior and Disabled Persons):** Payment of a flat rate, which is to be determined, will be for services within the El Dorado Hills Community Service District Area. Passengers will be responsible for all additional fare for service requested beyond the specified El Dorado Hills Community Service District (Exhibit D Map).

(b) Compensation for any items and services not specified above shall not be forthcoming, CONTRACTOR is responsible for all items related to the provision of service indicated herein, including maintenance; fuel; communications; staffing, etcetera. EL DORADO TRANSIT may provide marketing, vouchers, brochures, and related collateral service materials.

(c) EL DORADO TRANSIT shall approve any and all marketing of the Taxi Voucher Program developed by CONTRACTOR – No Exceptions.

6. INSURANCE.

(a) CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives, employees, and subcontractors. All coverages shall apply to all transportation systems included in this contract. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless specifically approved by EL DORADO TRANSIT.

1. Statutory Worker's Compensation Liability and Employers Liability Insurance coverage in the amount of \$1,000,000. The insurer shall provide an endorsement waiving all rights of subrogation against EL DORADO TRANSIT, its officers, officials, agents, and employees for losses arising from work performed by the contractor for EL DORADO TRANSIT. The insurer shall also endorse the policy to state that coverage shall not be canceled by either party except after 30 days prior written notice has been given to EL DORADO TRANSIT. A certificate of insurance and required endorsements shall be provided to EL DORADO TRANSIT prior to the commencement of work under this contract.

2. Commercial General Liability Insurance coverage at least as broad as ISO Occurrence Form CG0001, in an amount not less than \$1,000,000 combined single limit per occurrence/aggregate for bodily injury, personal injury, and property damage.

3. Business Automobile Insurance coverage, at least as broad as ISO Form CA0001 (ED.1/87), in an amount not less than \$20,000,000 combined single limit per accident for bodily injury and property damage for the fixed/express route services. The coverage for demand response (taxi) service shall be in an amount not less than \$1,000,000. No sublimits shall apply to passengers. Coverage may be provided through one or more policies and shall include uninsured motorists, medical payments, and collision and comprehensive physical damage coverage with no more than a Ten Thousand Dollar (\$10,000) deductible. CONTRACTOR shall be responsible for all deductibles. CONTRACTOR should provide alternate quotes for auto physical damage based on both actual cash value and replacement value of the vehicles.

4. Fidelity Bond in the amount of \$100,000 which shall cover CONTRACTOR employees and which shall protect EL DORADO TRANSIT from employee theft with respect to any occurrence by CONTRACTOR's employees.

(b) CONTRACTOR shall furnish EL DORADO TRANSIT with certificates of insurance and original endorsements affecting coverage required by this contract. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the EL DORADO TRANSIT Planning and Marketing Manager on behalf of EL DORADO TRANSIT before work commences.

The General Liability and Automobile Liability policies shall be endorsed to state:

EL DORADO TRANSIT, its officers, officials, agents, employees, and member agencies are to be covered as additional insureds as respects liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the operator, and with respect to liability arising out of the work and operations performed by or on behalf of CONTRACTOR.

(c) CONTRACTORs insurance coverage shall be primary insurance as respects EL DORADO TRANSIT, its officers, officials, agents, employees, volunteers and member agencies. Any insurance or self-insurance maintained by EL DORADO TRANSIT, its officers, officials, agents, employees, volunteers or member agencies shall be in excess of the CONTRACTORs insurance and shall not continue with it.

(d) CONTRACTORs insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurers liability.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party except after 30 days prior written notice has been given to EL DORADO TRANSIT.

7. INDEMNIFICATION.

To the fullest extent allowed by law, the CONTRACTOR shall defend, indemnify, and hold EL DORADO TRANSIT, its officers, agents and employees harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers of EL DORADO TRANSIT OR CONTRACTOR, employees, guests and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with CONTRACTOR'S services, operations, or performance hereunder, regardless of

the existence or degree of fault or negligence on the part of EL DORADO TRANSIT, except as expressly prescribed by statute. This duty of contractor to indemnify and save EL DORADO TRANSIT harmless includes the duties to defend set forth in California Civil Code Section 2778.

8. INVOICES.

(a) All taxi vouchers redeemed by the CONTRACTOR(S) shall be invoiced to EL DORADO TRANSIT on a bi-weekly basis or monthly basis by mutual agreement. Invoices shall include all relevant trip information as indicated in **Exhibit E**, including the following: passenger name; date of service; voucher number, pick-up and drop-off locations and trip length. Trip costs shall be directly traceable by dispatcher and driver trip sheets (see **Exhibit E**), copies of which will be submitted to EL DORADO TRANSIT with each invoice.

9. PAYMENT.

All payments by EL DORADO TRANSIT to CONTRACTOR shall be made in arrears. Every effort will be made for payment by EL DORADO TRANSIT no more than thirty (30) days from receipt of an invoice. Payment of invoices will be made on a monthly basis. If EL DORADO TRANSIT disputes any item on an invoice for a reasonable cause, EL DORADO TRANSIT may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONTRACTOR within fifteen (15) working days of the receipt of the invoice by EL DORADO TRANSIT. EL DORADO TRANSIT shall assign a sequential reference number to each such deletion. Payments shall be by check payable to and mailed first-class to:

Company
Street Address
City, State, Zip Code

10. CONTROL.

(a) The basic nature of the services to be rendered by CONTRACTOR under this agreement shall be subject to the control of EL DORADO TRANSIT. CONTRACTOR shall advise EL DORADO TRANSIT of matters of importance and make recommendations when appropriate; however, final authority shall rest with EL DORADO TRANSIT.

(b) EL DORADO TRANSIT shall not interfere with the management of CONTRACTOR's normal internal business affairs and the method and manner by which the services are provided and shall not directly discipline or terminate CONTRACTOR employees. EL DORADO TRANSIT may advise CONTRACTOR of the performance of any employee having a negative effect on the service being provided.

11. CONTRACT ASSIGNMENT.

This agreement shall not be sold, assigned, transferred, conveyed or encumbered by CONTRACTOR without the prior written consent of EL DORADO TRANSIT. CONTRACTOR shall not sell or otherwise transfer its interest in this agreement without prior written notification to EL DORADO TRANSIT. Upon receiving such notification from CONTRACTOR, EL DORADO TRANSIT may, at its sole discretion, decide to exercise its right to terminate this agreement. Subject to this provision, the agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

12. DISPUTES.

(a) Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between EL DORADO TRANSIT and CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which EL DORADO TRANSIT is located.

(b) The Federal Procurement Regulations shall be used where applicable to define, resolve, and settle procurement issues.

13. TERMINATION FOR DEFAULT.

All the terms, conditions, and covenants of this agreement are considered material and in the event CONTRACTOR breaches or defaults in the performance of any such terms, conditions, or covenants which are to be kept, done or performed by it, EL DORADO TRANSIT shall give CONTRACTOR ten (10) days written notice either by certified mail or by personal service, describing such breach or default, and if CONTRACTOR fails, neglects or refuses for a period or more than ten (10) days thereafter to remedy, or cure such breach or default, then EL DORADO TRANSIT without further notice, may terminate this agreement. In the event of termination of this agreement as hereinabove specified, EL DORADO TRANSIT shall have the right to take immediate possession of all equipment and facilities provided by EL DORADO TRANSIT to CONTRACTOR and of the facilities and equipment supplied by CONTRACTOR under the provisions of this agreement. In the event EL DORADO TRANSIT does take possession of CONTRACTOR-supplied facilities and equipment, CONTRACTOR shall be reimbursed by EL DORADO TRANSIT for the actual cost of the temporary use of said facilities and equipment.

14. TERMINATION FOR CONVENIENCE.

At any time, and without cause, EL DORADO TRANSIT shall have the right, in its sole discretion, to terminate this agreement by giving sixty (60) days written notice to CONTRACTOR. In the event of such termination, the CONTRACTOR shall incur no further obligations in connection with the terminated work, and, on the date set in the notice of termination, the CONTRACTOR will stop work to the extent specified. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of leases, contracts and orders connected with the terminated work and submit a termination claim to EL DORADO TRANSIT. If the parties are unable to agree on the amount of a termination settlement, EL DORADO TRANSIT shall pay the CONTRACTOR the following amounts:

- (a) Payment at the rate in effect at the time of termination for services rendered to the effective date of termination, and
- (b) The reasonable costs of settlement of the work terminated including the cost of termination of any leases, contracts or orders specifically applicable to the work terminated.

At its option, EL DORADO TRANSIT may direct the CONTRACTOR to assign the CONTRACTOR's rights to any leases, contracts or orders to EL DORADO TRANSIT, in which case, any rights so assigned shall not be included in CONTRACTOR's termination claim.

If termination occurs, all data, information and EL DORADO TRANSIT property shall be made available to EL DORADO TRANSIT without additional cost. In addition, this agreement may be terminated at any time without such notice upon mutual agreement between both parties.

15. REMEDIES ON BREACH.

It is agreed that in the event of failure by CONTRACTOR to perform the services required by this agreement, in addition to all other remedies, penalties and damages provided by law, EL DORADO TRANSIT may provide such services, and deduct the cost of doing so from the amounts due or to become due to the CONTRACTOR. The costs to be deducted shall be the actual costs to EL DORADO TRANSIT to provide such services.

16. RIGHTS UPON TERMINATION OR EXPIRATION AND WAIVER OF CLAIMS.

Upon expiration or earlier termination of this agreement, EL DORADO TRANSIT shall have the right to provide the services by means of its own employees or pursuant to contract with other carrier(s) or otherwise. CONTRACTOR agrees to forever waive any claim, of any sort or nature, against EL DORADO TRANSIT based upon EL DORADO TRANSIT's operation, or contracting for the operation, of the service, or any portion of it. CONTRACTOR shall also waive any right that it otherwise might have to claim entitlement to benefits afforded to private mass transportation companies under Section 3(e) of the Federal Transit Act of 1964 (49 USC Sec. 1602(e)), as it now exists or hereafter may be amended. CONTRACTOR also hereby forever waives any claims of unfair competition that it otherwise might assert, any rights that otherwise might accrue to it under the above-mentioned provisions or under any other similar or comparable provisions of the law. Having entered into this agreement shall not be the sole reason whereby the CONTRACTOR shall be inhibited, penalized, or disqualified from submitting proposals for subsequent transportation, management, and operation programs under the jurisdiction of EL DORADO TRANSIT.

17. CHANGES.

EL DORADO TRANSIT, without invalidating this agreement may order additions to or deletions from the work to be performed. Such changes shall be specified to CONTRACTOR in writing. If justified, the "Maximum Obligation" will be adjusted accordingly. New provisions must be mutually agreeable to both EL DORADO TRANSIT and CONTRACTOR.

18. MODIFICATION OF AGREEMENT.

This writing constitutes the entire agreement between the parties relative to the subject matter of this agreement and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this agreement. There are no understandings, agreements or conditions with respect to the subject matter of this agreement except those contained in this writing.

19. NOTICES.

All notices required to be given with respect to this agreement shall be in writing and mailed first class, postage prepaid to the persons named below or at such addresses as the parties may file with each other for such purpose.

Contractor: Vendor Name
 Street Address
 City, State, Zip Code
 Phone Number
 Email

EL DORADO TRANSIT:

Mr. Brian James, Planning and Marketing Manager
El Dorado Transit
6565 Commerce Way
Diamond Springs, CA 95619
(530) 642-5383 Ext 201
bjames@eldoradotransit.com

20. PROPRIETARY RIGHTS.

All inventions, improvements, discoveries, proprietary rights, copyrights and patents made by CONTRACTOR under this agreement shall be made available to EL DORADO TRANSIT with no royalties, charges, or other costs, but shall be owned by CONTRACTOR. All manuals prepared by CONTRACTOR for use by CONTRACTOR in other locales shall be made available to EL DORADO TRANSIT at no charge but shall be owned by CONTRACTOR and shall not be disclosed, or released by EL DORADO TRANSIT without prior written consent of CONTRACTOR. Reports and manuals prepared by CONTRACTOR under this agreement for specific use in EL DORADO TRANSIT's system shall become the property of EL DORADO TRANSIT. CONTRACTOR, however, shall have the right to print and issue copies of these reports. CONTRACTOR may make presentations and releases relating to the project. Papers and other formal publications shall be approved by EL DORADO TRANSIT prior to release.

21. FORCE MAJEURE.

CONTRACTOR shall not be held responsible for losses, failure to perform, or excess costs caused by fully unforeseeable events beyond the control of CONTRACTOR. Such events may include, but are not restricted to, the following: acts of God; fire, epidemics, earthquake, flood, or other natural disaster; acts of the government; riots, strikes, war or other civil disorders; or fuel shortages. In every case, CONTRACTOR shall resume performance at the earliest possible date following the cessation of such unforeseen causes or events. CONTRACTOR shall be entitled to no compensation for any service, the performance of which is excused pursuant to this paragraph.

22. INFORMATION AND DOCUMENTS.

All information, data, reports, records, maps, survey results as are existing, available, and necessary for carrying out the work under this agreement, shall be furnished to CONTRACTOR without charge by EL DORADO TRANSIT, and EL DORADO TRANSIT shall cooperate in every way possible in the carrying out of the work without undue delay.

23. EMERGENCY PROCEDURES.

In the event of a major emergency such as an earthquake, flood, or man-made catastrophe, CONTRACTOR shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority from EL DORADO TRANSIT is intact, CONTRACTOR shall follow instruction of EL DORADO TRANSIT. If the normal line of direct authority is broken, and for the period it is broken, CONTRACTOR shall make best use of transportation resources following to the degree possible the direction of an organization such as the County of El Dorado Office of Emergency Services, the police, Red Cross, or National Guard, which appears to have assumed responsibility within EL DORADO TRANSIT's service area. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed in accordance with the normal rate and payment method or, if the normal method does not

cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of CONTRACTOR's actual costs. Reimbursement for such major emergency services shall be over and above the "Maximum Obligation" of this contract. Immediately when the emergency condition ceases, CONTRACTOR shall reinstate normal transportation services.

24. AUDIT AND INSPECTION.

CONTRACTOR shall permit the authorized representatives of EL DORADO TRANSIT, the U.S. Department of Transportation, the Comptroller General of the United States, the California State Controller's Office to inspect and audit all data and records of the CONTRACTOR relating to performance under this agreement. Further, CONTRACTOR agrees to maintain all required records for at least three years after EL DORADO TRANSIT makes final payments and all other pending matters are closed.

25. TRANSFER OF TITLE TO EQUIPMENT.

Equipment and supplies purchased by CONTRACTOR under this agreement as a direct charge expense shall become the property of EL DORADO TRANSIT upon the payment of the direct charge invoice. Equipment and supplies purchased by CONTRACTOR under this agreement within the defined scope of services may become the property of EL DORADO TRANSIT at EL DORADO TRANSIT's sole discretion upon termination of this agreement for any reason and EL DORADO TRANSIT's payment of the depreciated value of the items to CONTRACTOR. The applicable depreciation schedule and residual value, if any, of such items shall be established prior to the execution of this agreement. CONTRACTOR shall maintain a perpetual inventory of all such equipment and supplies purchased under this and any prior agreement, to be submitted for review on or before August 31 of each year. CONTRACTOR shall be responsible for the replacement of any equipment and supplies purchased or provided, either by EL DORADO TRANSIT or CONTRACTOR, under this agreement that is lost or unreasonably destroyed while under the control of CONTRACTOR.

26. TRANSPORTATION DATA REPORTING.

CONTRACTOR shall report operating and financial data to EL DORADO TRANSIT in accordance with the California Public Utilities Code, Chapter 4, Section 99243, and California Administrative Code Title 21, Chapter 3, Subchapter 2, as required under California Transportation Development Act, and with Level "R" of the Uniform Financial Accounting and Reporting Elements as required by the National Transit Database System and the Federal Transit Act of 1964 as both are amended from time to time.

27. PERMITS AND LICENSES.

At its sole cost and expense, CONTRACTOR shall obtain any and all permits, licenses, certificates, or entitlement to operate as are now or hereafter required by any agency, specifically including the California Public Utilities Commission, the California Highway Patrol, the Department of Motor Vehicles and local jurisdictions, to enable CONTRACTOR to perform this agreement, and shall provide copies of all such entitlements to EL DORADO TRANSIT when received by CONTRACTOR. In the event that any aspect of this agreement requires prior approval by the PUC, the CONTRACTOR shall submit necessary application forms. Both parties shall appear as necessary and cooperate in the commission approval process. EL DORADO TRANSIT reserves the right to oppose, support or be neutral on any such request and on the PUC's ruling thereon. CONTRACTOR covenants to obtain all such approvals before commencing operations, and to conform to the PUC ruling thereon, at its sole cost and expense.

28. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICE.

(a) In connection with the execution of this agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or terminations; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. CONTRACTOR must submit a properly executed and current Employer Information Report (EEO-1) upon request of EL DORADO TRANSIT. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

(b) CONTRACTOR shall also comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the state and federal government now in existence or hereafter enacted. Further, CONTRACTOR shall also comply with the provisions of Section 1735 of the California Labor Code.

(c) CONTRACTOR shall not discriminate, nor allow any of its officers, employees, or agents to discriminate against any passenger or patron because of race, color, or national origin.

(d) CONTRACTOR shall promptly notify EL DORADO TRANSIT of any discrimination complaints. CONTRACTOR shall, at its sole cost and expense, conform to any final orders issued by any State or Federal agency with jurisdiction to correct the CONTRACTOR's discrimination in employment and/or service and shall fully save harmless and indemnify EL DORADO TRANSIT in this regard.

29. LABOR PROVISIONS.

In accordance with 40 U.S.C. 329 and 29 CFR Part 5, CONTRACTOR hereby certifies compliance with the following provisions related to the employment of mechanics and laborers.

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may 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 eight hours in any calendar day or in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, whichever is greater.

(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, 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 (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen or guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

(c) Withholding for Unpaid Wages and Liquidated Damages. DOT or the recipient shall upon its own action or upon written request of authorized representative of the Department of Labor (DOL) 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 and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

(d) Nonconstruction Grants. 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 years from the completion of the contract for all laborers and mechanics, including guards and watchmen, 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 recipient shall require the contracting Officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (a) through (e) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. 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.

30. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

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

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

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

31. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES.

CONTRACTOR agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 *et seq.*, Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and all regulations promulgated to implement the ADA and Section 504 of the Rehabilitation Act of 1973, as amended, as may be applicable to CONTRACTOR.

32. TITLE VI CIVIL RIGHTS ACT OF 1964.

During the performance of this contract, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

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

(b) Nondiscrimination. CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontracts, Including Procurements 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 procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

(d) Information and Reports. 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 EL DORADO TRANSIT or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, EL DORADO TRANSIT shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to CONTRACTOR under the contract until the CONTRACTOR complies, and/or,

(2) Cancellation, termination or suspension of the contract, in whole or in part.

(f) Incorporation of Provisions. CONTRACTOR shall include the provisions of paragraph (a) through (f) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as EL DORADO TRANSIT or the Federal Transit Administration 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, CONTRACTOR may request EL DORADO TRANSIT, and, in addition, CONTRACTOR may request the services of the Attorney General in such litigation to protect the interest of the United States.

33. DISADVANTAGED BUSINESS ENTERPRISE.

(a) It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

(b) CONTRACTOR agrees to ensure that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, CONTRACTOR and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. CONTRACTOR and its subcontractors shall not discriminate on the basis of race, creed, national origin, age or sex in the award and performance of federal-assisted contracts.

(c) CONTRACTOR shall cooperate fully with EL DORADO TRANSIT in meeting any of EL DORADO TRANSIT's commitments and goals with regard to the maximum utilization of disadvantaged business enterprises. CONTRACTOR shall keep records of DBE participation in all activities carried out pursuant to this agreement, and shall report to EL DORADO TRANSIT all such participation and efforts made to encourage DBE participation as required by EL DORADO TRANSIT.

(d) CONTRACTOR shall incorporate the provisions of this paragraph in all applicable subcontracts.

34. DRUG AND ALCOHOL TESTING.

CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or EL DORADO TRANSIT, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. CONTRACTOR agrees further to certify annually its compliance with Part 655 and to submit the Management Information System (MIS) reports to EL DORADO TRANSIT.

To certify compliance, CONTRACTOR shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

35. CHARTER SERVICE OPERATIONS.

CONTRACTOR agrees that while performing work in connection with this agreement it will not engage in charter service operations, except as permitted by 49 U.S.C. § 5352(d) and FTA regulations, “Charter Service,” 49 C.F.R. Part 604, and any amendments thereto that may be issued. Any applicable charter service agreement required by these regulations is incorporated by reference and made part of this agreement.

36. SCHOOL BUS OPERATIONS.

CONTRACTOR agrees that neither it nor any subcontractor performing work in connection with this agreement will engage in school bus operations for the transportation of students or school personnel exclusively in competition with private school bus operators, except as permitted by 49 U.S.C. § 5323(f) and FTA regulations, “School Bus Operations,” 49 C.F.R. Part 605, and any amendments thereto that may be issued. Any applicable school bus agreement required by these regulations is incorporated by reference and made part of this agreement.

37. MISCELLANEOUS PROVISIONS.

(a) Conservation. 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 Energy Policy and Conservation Act (42 RSC Section 6321 et seq.).

(b) Interest of Members of or Delegates to Congress. In accordance with 18 USC, Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this agreement or to any benefit arising therefrom.

(c) Conflict of Interest. No employee, officer, director or agent of EL DORADO TRANSIT shall participate in the selection, award or administration of this agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, or any member of his immediate family, or an organization which employs, or is about to employ same, has a financial or other interest in the firm selected for award. No employee, officer, or agent of EL DORADO TRANSIT shall have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for one year thereafter.

(d) Clean Water Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issues pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to EL DORADO TRANSIT and understands and agrees that EL DORADO TRANSIT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

(f) Debarred Bidders. The CONTRACTOR, including any of its officers or holders of a controlling interest, is obligated to inform EL DORADO TRANSIT whether or not it is or has been on any debarred bidders list maintained by the United States Government. Should the CONTRACTOR be included on such a list during the performance of this project, it shall so inform EL DORADO TRANSIT.

(g) Cargo Preference. The CONTRACTOR shall abide by 46 U.S.C. 1241 (B)(1) and 46 CFR Part 381 which impose cargo preference requirements on shipment of foreign made goods.

(h) Conflict of Transportation Interests. The CONTRACTOR shall not divert any revenues, passengers, or other business from EL DORADO TRANSIT's project to any taxi or other transportation operation of CONTRACTOR without the written approval of EL DORADO TRANSIT.

(i) Conflicting Use. The CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities which are dedicated to EL DORADO TRANSIT for performing services under this agreement for any use whatsoever other than provided for in this agreement without the prior approval of EL DORADO TRANSIT.

(j) Fair Employment and Housing Act. CONTRACTOR shall comply with the requirements of the California Fair Employment and Housing Act.

(k) Working Conditions. It shall be a condition of this agreement, and shall be made a condition of each subcontract entered into pursuant to this agreement, that the CONTRACTOR or the subcontractor shall not require any laborer or mechanic employed in connection with the performance of this agreement to work under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under the California Occupational Safety and Health Act of 1973 (Chapter 993, Statutes of 1973).

(l) Federal Changes. CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement (Form FTA MA (4) dated October 1997) between EL DORADO TRANSIT and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR'S failure to so comply shall constitute breach of this contract.

(m) No Obligation by the Federal Government.

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

(2) CONTRACTOR agrees to include the above clause in each subcontract in whole 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.

38. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.

CONTRACTOR warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this agreement. CONTRACTOR shall hold EL DORADO TRANSIT harmless from any claims or charges by reason of the CONTRACTOR's or any subcontractor's failure to comply with the applicable laws or any regulations adopted pursuant thereto and shall reimburse EL DORADO TRANSIT for any fines, damages or expenses of any kind incurred by it by reason of said failure. This paragraph shall survive the termination of this agreement or any extensions thereof.

39. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

(a) CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, 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 CONTRACTOR to the extent the Federal Government deems appropriate.

(b) 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 CONTRACTOR, to the extent the Federal Government deems appropriate.

(c) 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.

40. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any EL DORADO TRANSIT requests, which would cause EL DORADO TRANSIT to be in violation of the FTA terms and conditions.

41. INDEPENDENT CONTRACTOR.

(a) Neither of the parties hereunder shall be deemed to be the agent, employee, partner, or joint venturer of the other. CONTRACTOR is and should be an independent contractor performing services under this agreement for the consideration herein set forth.

(b) CONTRACTOR's employees shall at all times be and remain the sole employees of CONTRACTOR, and CONTRACTOR shall be solely responsible for payment of all employees' wages and benefits. CONTRACTOR, without any cost or expenses to EL DORADO TRANSIT, shall faithfully comply with the requirements of all applicable State and Federal enactments with respect to employer's liability, worker's compensation, unemployment insurance and other forms of Social Security, and also with respect to withholding of income tax at its source from wages of said employee and shall indemnify and hold harmless EL DORADO TRANSIT from and against any and all liability, damages, claims, costs and expenses of whatever nature arising from alleged violation of such enactments or from any claims of subrogation provided for in such enactment or otherwise.

(c) This agreement does not constitute a contract of employment between EL DORADO TRANSIT and CONTRACTOR or any agents, officers or employees of CONTRACTOR. After the expiration or termination of this agreement, CONTRACTOR's successor shall be permitted to hire any CONTRACTOR employees previously employed on this program. At that time, in hiring a CONTRACTOR employee or a former CONTRACTOR employee, EL DORADO TRANSIT shall ensure and require that such employment process fairly treat former CONTRACTOR employees as members of the general public with no discrimination, no waiver of job advertising, no consideration of employee's seniority with CONTRACTOR and no other privilege different from that accorded to members of the general public.

42. TRANSITION TO FUTURE OPERATOR.

Up to and for a minimum of thirty (30) days following the effective date of termination or expiration of this agreement, CONTRACTOR shall provide to either EL DORADO TRANSIT or any future operator selected by EL DORADO TRANSIT, CONTRACTOR's full cooperation in the transition to the successor operator. This shall include, at a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), access to non-confidential personnel files and maintenance records. CONTRACTOR shall release to the new operator all telephone numbers and any sequential rollover numbers required by EL DORADO TRANSIT. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR's services to those provided by the new operator and shall cooperate fully with EL DORADO TRANSIT and the new operator to this end.

43. SEVERABILITY.

If any provision of this agreement is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall have no effect on the validity of the remaining provisions of this agreement and such remaining provisions shall continue to remain in full force and effect.

44. PRECEDENCE OF CONTRACT DOCUMENTS.

The total agreement between the parties consists of the documents specified in this paragraph. In the event of a conflict or ambiguity arising between said documents, or any term or condition therein, the document having precedence shall be determined as follows:

- A) Any supplemental agreements executed after the date of this agreement.
- B) This agreement and attachments thereto, including Exhibit A (Scope of Work).
- C) Exhibits B (RFP) and C (CONTRACTOR'S proposal) to this agreement.

45. ADDITIONAL TERMS.

The validity in whole or in part of any provision of this agreement shall not affect the validity of other provisions. EL DORADO TRANSIT's failure to insist in any one or more instances upon the performance of any term or terms of this agreement shall not be construed as a waiver or relinquishment of EL DORADO TRANSIT's right to such performance or to future performance of such a term or terms, and CONTRACTOR's obligations in respect thereto shall continue in full force and effect. Time shall be of the essence. Changes hereto shall not be binding upon EL DORADO TRANSIT except when specifically confirmed in writing by EL DORADO TRANSIT.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by and through their respective officers thereunto duly authorized on the date written below their signatures.

EL DORADO COUNTY TRANSIT AUTHORITY

CONTRACTOR

By: _____

By: _____

Mindy Jackson, Executive Director

Title: _____

Date: _____

Date: _____

Approved as to Form:

By: _____

By: _____

EL DORADO TRANSIT Counsel

Title: _____

