

REPORT TO THE GUADALUPE CITY COUNCIL  
City Council Agenda of May 28, 2019



Prepared by:

Steven B. Kahn Interim Public Works Director



Approved by:

Robert Perrault, Interim City Administrator

**SUBJECT:**

Guadalupe Transit Administration, Operations, and Maintenance Contract award and Measure "A" Local Program of Projects Approval

**RECOMMENDATION:**

It is recommended that the City Council adopt:

1. A Resolution awarding the Guadalupe Transit Administration, Operations, and Maintenance Agreement to Santa Maria Organization of Transportation Helpers, Inc. (SMOOTH); and
2. A Resolution authorizing an amended 2019/20 through 2023/24 Measure "A" Local Program of Projects for the City of Guadalupe.

**BACKGROUND:**

The City of Guadalupe has a public transit program consisting of an inter-community shuttle (Guadalupe Flyer) and an in-town curb-to-curb service (Guadalupe Shuttle). Day-to-day program administration, operation, and fleet maintenance is provided via a contract with the Santa Maria Organization of Transportation Helpers, Inc. (SMOOTH). In addition to paying for the associated service, the City owns the transit vehicles and pays for the fuel.

The City's contract with SMOOTH expires at the end of business on June 30, 2019. Therefore, the City initiated the transit procurement process in January 2019 by hiring Moore & Associates, a transit-specialized consultant. Moore's Scope of Work included preparation of the Request for Proposal document, coordination with Caltrans, identification of potential bidders, distribution of the RFP, preparing responses to bidder questions, assisting with proposal review/evaluation, and assisting City staff with Best and Final Offer (BAFO) negotiations with the top-ranked bidder.

In an effort to generate interest in the City's transit bid opportunity Moore identified seven transit operations contactors including SMOOTH. A copy of the City's RFP packet was emailed and mailed to each of these seven potential bidders, and Moore made follow up contacts to each company to confirm receipt of the RFP, gauge interest, advise of key dates, etc.

The RFP requested qualification from contractors to provide administration, operations and vehicle maintenance for Guadalupe Transit. The term of the contract would be three years with three additional option years.

At the proposal filling deadline, the City received one submission; a complete and quality response from the incumbent contractor: SMOOTH. On May 7, 2019, a three-person Technical Review Committee (TRC) met to discuss the proposal and to interview SMOOTH's proposed project team. The TRC was composed of the City's Interim Public Works Director as well as transit managers from two Central Coast transit programs. Following the interview, each member of the TRC completed a proposal evaluation scoring form, the results of which appear in the following table:

Evaluation criteria	Possible points	Evaluator #1	Evaluator #2	Evaluator #3
1. Ability to perform and meet the requirements of the RFP	20	20	20	17
2. Experience and qualifications of the proposer	20	20	20	20
3. Proposed/assigned personnel	20	20	20	18
4. Client references	20	20	20	14
Total points before price:		80	80	69
5. Price	20	10	10	12
<b>Total points:</b>	<b>100</b>	<b>90</b>	<b>90</b>	<b>81</b>

Following the proposal scoring, the City's Interim Public Works Director and transit consultant reviewed SMOOTH's Cost Proposal. (Note: Bidders were instructed to submit their Cost Proposal in a separate sealed envelope.) SMOOTH's Cost Proposal includes an approximate seven percent Cost/Vehicle Service Hour increase for the Guadalupe Flyer, and an approximate four percent Cost/VCSH increase for the in-town service.

The proposed annual cost for FY 2019/2020 (the first year of the proposed three-year base contract period) is \$347,633. This translates to a cost increase of approximately \$27,000 over FY 2018/2019. In order to address this cost increase, it is proposed to use \$27,000 of Measure "A" Funds only for FY 2019/2020. There is currently a balance of \$1,238,000 of unspent carry-over Measure "A" Funds that may be used for this purpose.

The proposed annual cost for FY 2020/2021 is \$354,578 and for FY 2021/2022 is \$365,225. To address the funding short fall in FY 2020/2021 and beyond, it is proposed to produce a Short Range Transit Plan in FY 2019/2020 to focus on: 1) optimize transit routes to provide efficient service, 2) balance the transit budget using only TDA funds and fares, and 3) identify transit service options for the Pasadera development. With the implementation of the recommendations in the Short Range Transit Plan, Measure "A" Funds would not be needed for transit.

There are three option years after the first 3 years. To calculate the unit cost per revenue hour for the option years, the previous year's unit cost per revenue hour would be escalated by the Consumer Price Index.

#### **FISCAL IMPACT:**

Awarding the three-year transit administration, operations, and maintenance Agreement effective July 1, 2019 to the Santa Maria Organization of Transportation Helpers, Inc. will result in the following costs to the City: Year One: \$347,633, Year Two: \$354,578, Year Three: \$365,225. Since the City receives money from the federal government to operate a transit program, there will not be an impact on the City's general fund.

To fund the projected \$27,000 increase in transit administration, operations, and maintenance costs next year and the \$50,000 estimated cost to produce of a Short-Range Transit Plan, it is recommended to allocate \$77,000 of Measure "A" Funds. The Five-Year Measure "A" Program of Projects, approved on April 9, 2019, is recommended to be amended to allocate the \$77,000 for these transit purposes. After these expenditures, there would still be an available balance of \$1,188,000 of unspent carry-over Measure "A" Funds for other purposes.

#### **ATTACHMENTS**

1. Resolution No. 2019-28 approving an Agreement with Santa Maria Organization of Transportation Helpers, Inc. for Transit Administration, Operations and Maintenance
2. Agreement with Santa Maria Organization of Transportation Helpers, Inc. for Transit Administration, Operations and Maintenance
3. Resolution No. 2019-29 adopting the Measure A Five-Year Program of Projects
4. The Five-Year Program of Projects

**RESOLUTION NO. 2019-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE  
APPROVING AN AGREEMENT FOR GUADALUPE TRANSIT ADMINISTRATION, OPERATIONS AND  
MAINTENANCE WITH SANTA MARIA ORGANIZATION OF TRANSPORTATION HELPERS, INC. (SMOOTH)**

**WHEREAS**, in February 2019, the City issued a request for proposals for Transit Administration, Operations and Maintenance services to qualifies contractors; and,

**WHEREAS**, seven (7) potential transportation service providers were identified and sent the request for proposals; and

**WHEREAS**, SMOOTH submitted a response to the request for proposals and no other proposals were submitted; and

**WHEREAS**, on May 7, 2019, a technical review committee received and evaluated the proposal by SMOOTH and interviewed staff of SMOOTH; and,

**WHEREAS**, the technical review committee determined that the proposal submitted by SMOOTH was responsive and reasonable in cost;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Guadalupe as follows:

**SECTION 1.** The City Council approves an Agreement (attached) for Transit Administration, Operations and Maintenance with Santa Maria Organization of Transportation Helpers, Inc. and authorizes the Mayor to execute on behalf of the City.

**PASSED, APPROVED AND ADOPTED** at a regular meeting on the 28<sup>th</sup> day of May 2019 by the following vote:

**Motion:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being C.C. **Resolution No. 2019-28**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held April 9, 2019, and that same was approved and adopted.

ATTEST:

\_\_\_\_\_  
Joice Earleen Raguz, City Clerk

\_\_\_\_\_  
Ariston Julian, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Philip F. Sinco, City Attorney

## **AGREEMENT FOR TRANSIT SERVICES**

THIS AGREEMENT (“AGREEMENT”), made and entered into this 1st day of July, 2019, between the CITY OF GUADALUPE, a municipal corporation, hereinafter referred to as “CITY” and SANTA MARIA ORGANIZATION OF TRANSPORTATION HELPERS, INC. (SMOOTH), hereinafter referred to as “CONTRACTOR.” In consideration of the mutual covenants and conditions set forth here, the parties agree as follows:

### **1. SCOPE OF SERVICES**

CONTRACTOR agrees to perform the services described and abide by the agreements and certifications set forth in the Request for Proposals (RFP) dated April 1, 2019, as amended, attached hereto as Exhibit A and incorporated herein by reference. To the extent there is a conflict in the terms of this AGREEMENT and the terms set forth in the RFP requirements, this AGREEMENT shall prevail. CONTRACTOR represents and warrants that it has the qualifications, experience, and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this AGREEMENT, have in full force and effect, all licenses required of it by law. CONTRACTOR shall complete each of the services set forth in Exhibit A to the CITY’s satisfaction. If the CITY is not satisfied with any such services, the CONTRACTOR shall work on such matter until the CITY approves of the service. Further, CONTRACTOR shall complete the services set forth in Exhibit A strictly according to the schedule provided therein.

### **2. STATUS OF CONTRACTOR**

(a) CONTRACTOR is and shall at all times remain as to the CITY a wholly independent contractor. Accordingly, CONTRACTOR shall be responsible for payment of all taxes including Federal, State, and local taxes arising out of CONTRACTOR’s activities in accordance with this AGREEMENT, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required. The personnel performing the services under this AGREEMENT on behalf of CONTRACTOR shall at all times be under CONTRACTOR’s exclusive direction and control. In the performance of this AGREEMENT, CONTRACTOR shall not discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical or mental disability, or on any basis otherwise prohibited by law. CONTRACTOR will perform most services in accordance with this AGREEMENT at a location of CONTRACTOR’s discretion, except as may be directed in the Scope of Services. In addition the CONTRACTOR will perform services on the telephone and at such other places as necessary to perform the Scope of Services in accordance with this AGREEMENT.

(b) Neither CITY nor any of its elected and appointed officials, officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR’s officers, employees or agents, except as set forth in this AGREEMENT. CONTRACTOR agrees to devote the hours necessary to perform the services set forth in this AGREEMENT in an efficient and effective manner. CONTRACTOR may represent, perform services for and be employed by additional individuals or entities in CONTRACTOR’s sole discretion, as long as the performance of

these extra-contractual services does not interfere with or present a conflict with CITY's business or CONTRACTOR's ability to perform the Scope of Services included in the RFP.

(c) CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees or agents of the CITY. CONTRACTOR shall not incur or have the power to incur any debt, obligation or liability whatever against CITY, or bind CITY in any manner. CONTRACTOR shall not disseminate any information or reports gathered or created pursuant to this AGREEMENT without the prior written approval of CITY except information or reports required by government agencies to enable CONTRACTOR to perform its duties under this AGREEMENT.

### 3. CONTRACTOR'S KNOWLEDGE OF APPLICABLE LAWS

CONTRACTOR shall keep itself informed of applicable local, state, and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this AGREEMENT. CONTRACTOR shall observe and comply with all such laws and regulations affecting its employees.

### 4. ADDITIONAL SERVICES OF CONTRACTOR

CONTRACTOR shall not be compensated for any services rendered in connection with its performance of this AGREEMENT, or otherwise, which are in addition to or different from those set forth herein, unless such additional or different services are authorized in advance and in writing by the CITY's City Administrator. CONTRACTOR shall be compensated for any additional or different services in the amounts and in the manner as agreed to by the City Administrator and CONTRACTOR at the time CITY's written authorization is given to CONTRACTOR for the performance of said services.

### 5. PAYMENT

CITY agrees to pay CONTRACTOR for the performance of services set forth in this AGREEMENT as set forth in Exhibit B, attached hereto and incorporated herein by reference.

On or before the 10<sup>th</sup> day of each month CONTRACTOR shall submit an invoice to CITY, ATTENTION: CITY ADMINISTRATOR, itemizing CONTRACTOR's full and complete performance hereunder for the previous monthly period. Invoices shall be in such form and shall incorporate such supporting documentation as the Transit Manager may from time to time required.

All payments by CITY shall be made in arrears after the service has been provided. CITY shall pay all reasonable and allowable items in CONTRACTOR's invoice within thirty (30) days following receipt of such invoice. If CITY disputes any item on an invoice for a reasonable cause, CITY 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 after receipt of invoice by CITY.

## 6. OPERATING REVENUES

All operating revenues collected by CONTRACTOR are the property of CITY. For the purposes of this AGREEMENT, operating revenues shall include but not necessarily be limited to farebox receipts and ticket and pass sales revenue. CONTRACTOR shall be responsible for handling farebox receipts and pass and ticket sales and as necessary for CITY to meet the requirements of State and Federal funding sources.

## 7. TERM OF AGREEMENT

### (a) Base Term

This AGREEMENT shall become effective July 1, 2019 and shall continue in full force and effect through June 30, 2022 unless earlier terminated as herein provided.

### (b) Options to Extend

Upon completion of the full term of this AGREEMENT, CITY at its sole discretion may extend the term of this AGREEMENT on a one-year basis up to a maximum of three (3) years. CITY shall notify CONTRACTOR of such extensions at least thirty (30) days prior to the termination date of this AGREEMENT. The compensation rates in effect during the last annual period of the full term of this AGREEMENT shall remain in effect during any such extensions, increased only by the lesser of (1) a factor equal to 90 percent of the most recent annual calendar year consumer price index for the Los Angeles-Orange County-Riverside area, all urban consumers, or (2) one and one half percent (1.5%).

## 8. TERMINATION

The AGREEMENT may be terminated for one or more of the following reasons:

### Basis for Termination:

- (a) FOR CONVENIENCE: CITY may terminate this AGREEMENT at any time in whole or in part for its convenience and any reason, by giving CONTRACTOR ten (10) days written notice thereof.
- (b) FOR DEFAULT: CITY may terminate this AGREEMENT upon thirty (30) days (hereinafter "cure period") written notice by mail or by personal service of a material default or breach in performance of any of the terms and conditions of this AGREEMENT to be kept, done or performed by CONTRACTOR, and CONTRACTOR fails, neglects or refuses for the state cure period to remedy said defaults or to initiate remedy of said faults should the cure thereof require a period in excess of the cure period. Should the cure period expire without remedy of said defaults or initiation of such remedy by CONTRACTOR, the CITY may without further notice and without suit or other proceedings cancel this AGREEMENT.

- (c) **BY MUTUAL AGREEMENT:** This AGREEMENT may also be terminated at any time upon mutual AGREEMENT of both parties if the parties agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the transit equipment or otherwise complete the services contemplated herein.
- (d) **PERIOD OF PERFORMANCE EXTENSION:** If it is later determined by the CITY that CONTRACTOR has an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of CONTRACTOR, the CITY, after setting up a new delivery of performance schedule, may allow CONTRACTOR to continue work, or treat the termination as a termination for convenience.

9. FORCE MAJEURE

Neither party shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God, fire, epidemics, earthquake, flood or other natural disaster, strikes, war or civil disorder, road closures, or unavailability of fuel. CONTRACTOR shall not be entitled to compensation for any service, the performance of which is excused by this paragraph. In the event that CONTRACTOR is unable to provide the services indicated due to any cause, CONTRACTOR shall make reasonable attempt to notify the public including notification to local radio stations, and if appropriate, local newspapers and television stations. Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of the AGREEMENT, CONTRACTOR, on a timely basis, shall notify CITY of the fact, and thereafter shall report to CITY all relevant information then known to CONTRACTOR, and shall continue to so report.

10. INSURANCE

The CONTRACTOR will maintain required and appropriate insurance coverage, including documentation of coverage to the CITY and providing the CITY with a certificate certifying that the CONTRACTOR has liability insurance and comprehensive and collision insurance for each vehicle.

The CONTRACTOR will procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, employees or subcontractors.

- a. Minimum Scope of Insurance: Coverage shall be at least as broad as:
  - 1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01 11 88).
  - 2) Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, code 1 (any auto).



- 3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance, in amounts required by law.
- 4) Garagekeeper's Insurance. Not less than One Million Dollars (\$1,000,000) per occurrence.

b. Insurance limits

CONTRACTOR shall provide the CITY with commercial general liability and vehicle liability insurance in the amount of not less than Five Million Dollars (\$5,000,000) combined single-limit bodily injury and property damage. Coverage may be provided through one or more policies and shall include uninsured motorists, medical payments and collusion and comprehensive physical damage coverage with not more than a Ten Thousand Dollars (\$10,000) deductible. Any deductible will be the responsibility of the CONTRACTOR.

In case of damage or destruction of any vehicle or vehicles provided by CITY or the CONTRACTOR, the CITY agrees that liability of the CONTRACTOR for said damage or destruction would be limited to the appraised fair market value of the vehicle(s) at the time of the loss. The CONTRACTOR and CITY agree that the appraised fair market value shall be that value established by an appraiser or appraisers as mutually agreed upon.

In the event that the CITY adds or deletes vehicles resulting in changes to the vehicle fleet, the compensation paid to the CONTRACTOR for maintaining vehicle liability and physical damage coverage of said vehicles shall be subject to immediate re-negotiation to recover or refund the documented actual premium cost under the insurance policy then in effect.

c. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expense.

d. Older Insurance Provisions: To the extent possible, all insurance policies shall be endorsed to contain the following provisions:

- 1) The General Liability and Auto Liability policy(ies) are to contain, or be endorsed to name, the CITY, its officers, appointed and elected officials, agents, and employees as Additional Insured as respect the liability arising out of the activities performed in connection with the Contract. The coverage shall (a) be primary with respect to any insurance or self-insurance programs maintained by the CITY; (b) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (c) contain Standard Cross-Liability provisions. Such additional insured endorsements maintained by the CONTRACTOR and its

Subcontractors shall not be required to provide coverage to the CITY for the active negligence or willful misconduct of its members. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the respective public entity by the successful proposer.

- 2) The CONTRACTOR's insurance coverage will be primary insurance as respects the CITY, its officers, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, and volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

e. Acceptability of Insurance: Insurance is to be placed with admitted insurance as defined by the California Insurance Code or an authorized surplus lines company listed on the State of California Department of Insurance "LESLI" list with a current A.M. Best's rating of no less than A-VII.

f. Verification of Coverage: The CONTRACTOR will furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this section. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the AGREEMENT at any time.

g. Subcontractors: The CONTRACTOR will include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated herein.

h. Notice to CITY: All insurance policies shall provide that in the event of material change, reduction, cancellation, or non-renewal by the insurance contractor for any reason, not less than thirty (30) days' notice will be given to CITY by registered mail of one (1) copy of a written notice of such intent to cancel or not renew the coverage are in force. In the event the insurance policy cannot be amended to provide notice to CITY, CONTRACTOR shall provide to CITY a copy of any such notice received by CONTRACTOR, within twenty-four (24) hours after CONTRACTOR receives the notice. If for any reason CONTRACTOR fails to obtain or keep insurance in force, CITY may, but shall not be required to, obtain such insurance, in which event CONTRACTOR shall promptly reimburse one hundred two percent of CITY's premium cost therefore plus one and one-half percent (1½%) monthly interest thereon until paid.

i. Endorsements shall be received and approved by the CITY before work commences. Should contractor cease to have insurance as required during any time, all work by contractor pursuant to this AGREEMENT shall cease until insurance acceptable to the CITY is provided.

## 11. INDEMNIFICATION

(a) CONTRACTOR represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by CONTRACTOR, and CITY relies upon the skills and knowledge of CONTRACTOR. CONTRACTOR shall perform such services and duties consistent

with the standards generally recognized as being employed by professionals performing similar service in the State of California.

(b) CONTRACTOR hereby agrees to, and shall, hold CITY, its elective and appointive boards, officers, agents and employees, harmless and shall defend with legal counsel acceptable to the CITY the same from any claims, demands, suits, loss, damage, injury and liability, including cost and expenses incurred in connection therewith, which may result from, arise out of, or in any way be connected with the performance of this AGREEMENT by CONTRACTOR or any of CONTRACTOR's employees' or agents' operations under this AGREEMENT, whether such operations be by CONTRACTOR or by any one or more persons directly or indirectly employed by, or acting as agent for, CONTRACTOR, regardless of the passive, concurrent negligence on the part of the CITY or anyone acting under the CITY; provided as follows:

- (1) That the CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of aforesaid indemnification AGREEMENT, because of the acceptance by city, or the deposit with city by CONTRACTOR, or any of the insurance policies herein described.
- (2) That the aforesaid indemnification AGREEMENT by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, in connection with or in any manner related to any of the aforesaid operations of CONTRACTOR or any agent or employee of CONTRACTOR regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
- (3) It is further the intent of the parties that this indemnification requirement is not intended to relieve the CITY from liability for the active negligence or willful misconduct of CITY officers, appointed and elected officials, agents, and employees.

## 12. DISPUTES AND RESOLUTION

- (a) Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CITY's (i.e., the City Administrator or designee). This decision shall be final and conclusive unless within ten (10) working days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the City Administrator. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Administrator or designee shall be final, conclusive and binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision, unless CONTRACTOR commences an action in a court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.
- (b) Unless otherwise directed by CITY, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

- (c) Should either party to the AGREEMENT suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- (d) Unless this AGREEMENT provides otherwise, all claims, counterclaims, disputes and other matters in question between the CITY and the 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 of California, County of Santa Barbara.
- (e) The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CITY or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### 13. SPECIAL PROVISIONS

#### (a) Conflict of Interest

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this AGREEMENT. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

#### (b) Default and Waiver

In the event that CONTRACTOR is in default of any provision of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONTRACTOR for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONTRACTOR. CITY's failure to insist on the strict performance of any provision of this AGREEMENT or to exercise any right, power, or remedy upon a breach of this AGREEMENT shall not constitute a waiver of any provision of this AGREEMENT. Neither shall such action or inaction limit the CITY's right to later enforce any provision or exercise any right to the fullest extent allowed under this AGREEMENT. A waiver of any covenant, term or condition contained in this AGREEMENT shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent, authorization or approval by the CITY of any act shall not be deemed to waive or render unnecessary the consent, authorization or approval of any subsequent similar act.

#### (c) Conflict of Transportation Interests

CONTRACTOR shall not divert any revenues, passengers or other business from CITY's transit services to any taxi or other transportation operation of CONTRACTOR.

(d) Conflicting Use

CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities that are dedicated to or owned by CITY for performing services under this AGREEMENT for any use whatsoever other than provided for in this AGREEMENT without the prior written approval of CITY.

(e) Audit; Retention of Records

CONTRACTOR shall allow the authorized representatives of CITY, the U.S. Department of Transportation, the Comptroller General of the United States, and the California State Controller's Office to inspect and audit all data and records of the CONTRACTOR relating to performance under this AGREEMENT. Such audit shall be allowed upon reasonable notice of any aforementioned agency. Further, CONTRACTOR shall maintain all required records for three years after final payment under this AGREEMENT and until all other pending matters are closed.

(f) Compliance with Environmental Standards

CONTRACTOR shall comply with the provisions of the Clean Air Act, as amended (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), and implementing regulations, and all state laws and local ordinances with respect to transit operations and operation of the facilities involved in the AGREEMENT for which Federal assistance is given. CONTRACTOR shall report violations to the CITY, the Federal Transit Administration, and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.

(g) Equal Employment Opportunity

In connection with the execution of this AGREEMENT, CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or national origin. CONTRACTOR shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their age, race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

(h) Nondiscrimination – 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:

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

2. **Nondiscrimination:** The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed or for procurements of materials or leases of equipment, each potential supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY, Caltrans, or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information the CONTRACTOR shall so certify to the CITY, or set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the CONTRACTOR's noncompliance with nondiscrimination provisions for this contract, the CITY shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to: a. Withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The CONTRACTOR shall include the provisions of paragraphs (1) through (5) above in every procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any procurement as the CITY or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a supplier as a result of such direction, the CONTRACTOR may request the CITY, and, in addition, the CONTRACTOR may request the United States to enter into such litigations to protect the interests of the United States.

(i) **Charter Service Operations**

CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service

provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.

(j) School Bus Operations:

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

(k) Resource Conservation and Recovery Act

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

(l) Disadvantaged Business Enterprise (DBE)

The California Department of Transportation (Department) has established a statewide overall Disadvantaged Business Enterprise (DBE) Program goal. The Department is required to report to the Federal Transit Administration (FTA) on DBE participation for all FTA-assisted contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all federally assisted contracts. This project is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” In order to ensure the Department achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of DBEs, as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with federal funds. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation-assisted contracts.

Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or other such remedy, as recipient deems appropriate. Any subcontract entered into as a result of the project shall contain all the provisions of this section.

(m) Compliance with Laws, Rules, and Regulations

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or

regulations promulgated there under, including but not limited to, those relative to Civil Rights, Equal Employment Opportunity, Disadvantaged Business Enterprise, and Labor Protection. CONTRACTOR is subject to the provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, and specifically to any labor protection provisions incorporated into contract for Federal Transit Act, Section 18 federal assistance between CITY and the California Department of Transportation. These provisions require that the project "be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project." CONTRACTOR shall pay all taxes required to be paid by it by any applicable federal, state, or local statute. Further, CONTRACTOR shall secure, on its own behalf, or on behalf of CITY if requested, any and all licenses, permits, certificates and inspections required by law, including GPPV inspections. CONTRACTOR shall assure that all of its employees operating CITY vehicles possess a valid, current Class B California Driver License with appropriate endorsements.

(n) Energy Conservation

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

(o) Anti-Lobbying

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

(p) Federal Changes

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

(q) No Obligation by the Federal Government to Third Parties



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

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

(r) Fraud and False or Fraudulent Statements or Related Acts

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

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

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

(s) Suspension and Debarment

This contract is a covered transaction for purposes of 2 CFR Part 180. As such, the CONTRACTOR is required to verify that none of CONTRACTOR's principals, or affiliates, are excluded or disqualified as defined in said regulation. CONTRACTOR is required to comply with this regulation and must include the requirement to comply with this regulation in any lower tier covered transaction it enters into. By signing and submitting its proposal, which is attached hereto and made a part of this AGREEMENT, the CONTRACTOR certifies as follows:

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

(t) Federal Privacy Act Requirements

The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, U.S.C. §552(a). Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

(u) Transit Employee Protective Provisions

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

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

or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The CONTRACTOR agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the 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.

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

(v) 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 4220.1F are hereby incorporated by reference as well as stated explicitly under Third Party Contract Clauses, included herein as Attachment 1. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any of City's requests which would cause CITY to be in violation of the FTA terms and conditions.

(w) Drug and Alcohol Testing

The CONTRACTOR certifies by signing a Contract with the CITY that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in

compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any awarding agency at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected awarding agency at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

The CONTRACTOR agrees to participate in the CITY's drug and alcohol program established in compliance with 49 CFR Part 655.

14. GENERAL PROVISIONS

(a) SEVERABILITY. The invalidity in whole or in part of any provision of this AGREEMENT shall not void or affect the validity of the other provisions of this AGREEMENT.

(b) GOVERNING LAW. The CITY and CONTRACTOR understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this AGREEMENT. Any litigation concerning this AGREEMENT shall take place in the Santa Barbara County Superior Court, Santa Maria, California.

(c) MODIFICATION OF AGREEMENT. The terms of this AGREEMENT can only be modified in writing approved by the CITY Council and the CONTRACTOR. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

(d) AUTHORITY TO EXECUTE. The person or persons executing this AGREEMENT on behalf of CONTRACTOR warrants and represents that he/she/they has/have the authority to execute this AGREEMENT on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind CONTRACTOR to the performance of its obligations hereunder. This AGREEMENT shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this Section shall be construed as a consent by CITY to any assignment of this AGREEMENT or any interest in this AGREEMENT.

(e) NOTICES. Notices shall be given pursuant to this AGREEMENT by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

<p><u>CITY:</u>  Attention: City Administrator City of Guadalupe 918 Obispo Street</p>	<p><u>CONTRACTOR:</u>  Jim Talbott, Executive Director SMOOTH, Inc. 240 East Roemer Way</p>
--	---

Guadalupe, California 93434	Santa Maria, CA 93454
-----------------------------	-----------------------

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

(f) FIDELITY BOND. The CONTRACTOR will obtain and keep in force a blanket fidelity bond, or similar instrument acceptable to CITY, providing no less than \$20,000 per occurrence. The CONTRACTOR will provide the CITY a copy of such bond accompanied by proof of payment for same within thirty (30) days of entering into a contract with CITY.

(g) PERFORMANCE BOND. Within ten (10) calendar days after the award of the contract, the CONTRACTOR will be responsible for the submission of a performance bond prior to the initiation of service(s). The bond shall be renewed on an annual basis, and the amount of the bond shall be equal to 20% of the annual service contract. The bond shall serve as a guarantee of good faith on behalf of the CONTRACTOR that the terms of the contract shall remain in full force and effect during the full term of the contract, that CONTRACTOR will abide by said terms, and that Offeror shall fully and faithfully perform any and all obligations and duties imposed by said contract. The bond shall be a performance bond or a certificate of deposit issued in the name of the CITY. Other performance bond arrangements are subject to the approval of the CITY. The performance bond shall be maintained by CONTRACTOR during the life of the contract.

(h) LIQUIDATED DAMAGES. The CONTRACTOR's failure to perform its contractual service obligations will result in the assessment of liquidated damages at the rate of \$100.00 per day for each day of non-compliance/non-performance of administrative reports and at a rate up to \$500.00 per day for operational non-compliance/non-performance.

(i) COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS. The CONTRACTOR will comply with all applicable federal, State and local regulations.

#### 15. ENTIRE AGREEMENT

This AGREEMENT is the complete, final, entire and exclusive expression of the agreement between the two parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this AGREEMENT acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this AGREEMENT shall be valid and binding. This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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

CITY OF GUADALUPE

CONTRACTOR

By \_\_\_\_\_  
Mayor, City of Guadalupe

By \_\_\_\_\_  
Jim Talbott, SMOOTH, Inc.

\_\_\_\_\_  
ATTEST: CITY CLERK

\_\_\_\_\_  
Federal Tax I.D. Number

**Attachment 1**  
**Third Party Contract Clauses**

**Federal Transit Administration and  
California Department of Transportation Required Provisions**

1. Source of Funding:

This contract entered on \_\_\_\_\_ between the City of Guadalupe and  
(DATE)

Santa Maria Organization of Transportation Helpers, Inc. (SMOOTH) for Public Transit  
(CONTRACTOR)

Administration and Operations is being funded with the following fund source(s) and amounts:

<b>FUND SOURCE</b>	<b>AMOUNT</b>
FTA Section 5311	\$59,733 (FY 2019)
California STA	\$52,533 (FY 2019)
California LTF	\$386,589 (FY 2019)

Parties referenced in the following clauses are defined as:

"Awarding Agency" is the subrecipient of the State of California Department of Transportation.

"PROJECT" is the Awarding Agency's federally supported project.

"CONTRACTOR" is the third-party vendor who has entered into this third-party contract with the Awarding Agency to provide goods or services directly to the Awarding Agency for the accomplishment of the PROJECT.

"Subagreements" are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

**For all Third-Party Contract Awards Excluding Micro-Purchases, Except Construction Contracts Exceeding \$2,000.00**

No Obligation to Third-Parties by use of a Disclaimer

- A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.



- C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder.

The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the Awarding Agency's obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

- D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- E. Awarding Agency Approval of Subagreements. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation

#### Program Fraud and False or Fraudulent Statements or Related Acts

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### Access to Records

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

#### Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

#### Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

#### Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

#### Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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 from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.
- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

- C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:
1. Withhold payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
  2. Cancel, terminate, or suspend the Contract, in whole or in part.
- F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation 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 directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

#### Incorporation of FTA Terms

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 4220.1F 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. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Awarding Agency requests which would cause the Awarding Agency to be in violation of the FTA terms and conditions.

#### Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

## Awards Exceeding \$10,000.00

### Additional Termination Provisions

- A. Termination for Convenience (General Provision). When it is in the Awarding Agency's best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the Awarding Agency. If the CONTRACTOR has any property in its possession belonging to the Awarding Agency, the CONTRACTOR will account for the same, and dispose of it in the manner the Awarding Agency directs.
- B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the Awarding Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Awarding Agency that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the Awarding Agency, after setting up a new delivery or performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

- C. Mutual Termination. The PROJECT may also be terminated if the Awarding Agency and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

## Awards Exceeding \$25,000.00

### Debarment and Suspension

- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.
- C. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its "principals," as defined at 49 CFR Part 29.

- D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

## Awards Exceeding \$100,000.00

### Buy America

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase equals or exceeds \$100,000.00. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

### Provisions for Resolution of Disputes, Breaches, or Other Litigation

The Awarding Agency and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the Awarding Agency Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (10) working days to the Awarding Agency's Executive Director or his/her designee. If the CONTRACTOR'S challenge is not made within the ten (10) day period, the Awarding Agency Representative's decision shall become the final decision of the Awarding Agency. The Awarding Agency and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the Awarding Agency shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

### Lobbying

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying," 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal 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 grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal 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 the form instructions.
- C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and

contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

- D. This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

#### Clean Air

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### Clean Water

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **Awards with Transport of Property or Persons**

#### U.S. Flag Requirements (Cargo Preferences)(Fly America)

- A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subagreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preferences-U.S. Flag Vessels."
- B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States of America Flag Carriers," and 41 CFR Section 301-10.131 through 301-10.143.
- C. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

## Awards with Transit Operations

### Transit Employee Protective Arrangements (Transit Operation Only)

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

- A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.
- B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

### Charter Service Operations

(Transit Operation and Rolling Stock Only) The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

### School Bus Operations

(Transit Operation and Rolling Stock Only) Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment of facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

### Vehicle Operator Licensing

The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.

### Drug-Free Workplace (FTA Section 5311 Awards)

The CONTRACTOR certifies by signing a Contract with the Awarding Agency that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding

agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any awarding agency at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected awarding agency at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

The following drug and alcohol testing options are compliant with drug and alcohol rules. One of these options must be selected. Options 2 and Options 3 require additional information to be completed.

**The City of Guadalupe requires its CONTRACTOR to be compliant with Option 1.**

*Drug and Alcohol Testing  
Option 1*

The CONTRACTOR agrees to:

Participate in the Awarding Agency's drug and alcohol program established in compliance with 49 CFR Part 655.

### **Awards with Rolling Stock**

#### Bus Testing

The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. Section 5318(e), 5323(c), and the FTA regulations, "Bus Testing," 49 CFR Part 665, and any revision thereto, including the certification that before expending any federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the ALTOONA Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the Awarding Agency.

#### Pre-Award and Post Delivery Audit

The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. Section 5323(l), 5323(m), and the FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, and any revision thereto.

### **Awards with Planning, Research, Development, and Documentation Projects**

#### Patent Rights & Rights in Data and Copyrights (Research or Data Development Only)

In accordance with 37 CFR Part 401, 49 CFR Parts 18 and 19, the CONTRACTOR must comply with patent and rights in data requirements for federally assisted contracts involving experimental, developmental, or research work. The Awarding Agency reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and reserves the right to grant authority to others.

### **Miscellaneous Special Requirements**

#### Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.



#### Section 504 and Americans with Disabilities Act Program Requirements

The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

#### DBE Contract Assurance

The CONTRACTOR, or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the Awarding Agency, the termination of this contract by the Awarding Agency, or such other remedy the STATE or Awarding Agency deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the CONTRACTOR from future bidding as non-responsive.

Awarding Agency shall notify the CALTRANS DBELO in the event the Awarding Agency finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.

#### DBE Participation Goal

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. **The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is 2.0%.**

Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:

1. If the offer meets the DBE contract goal the offeror must include with the offer a completed ADM-0227F form.
2. If the offer cannot meet the DBE contract goal the offeror must include with the offer a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form. The Awarding Agency must document concurrence with the offeror's GFE and provide a copy of the GFE to Caltrans DRMT Compliance Liaison for additional concurrence prior to contract award.

The CONTRACTOR shall not terminate the DBE subcontractors listed on ADM-0227F without the Awarding Agency's prior written consent and concurrence from the CALTRANS DBELO. The Awarding Agency may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE SUBCONTRACTOR of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the CONTRACTOR shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the Awarding Agency in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.

#### Continued Compliance

The Awarding Agency shall monitor the CONTRACTOR'S DBE compliance during the life of this contract and submit to the STATE a completed ADM-0369 form in each their request for reimbursement (RFR) packet.

### Prompt Payment and Return of Retainage

- A. The Awarding Agency shall comply with 49 CFR Part 26.29 and ensure the CONTRACTOR pay its subcontractors performing work satisfactorily completed related to this contract no later than thirty (30) days after the CONTRACTOR's receipt of payment for that work from the Awarding Agency.
- B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
- C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
- D. The CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the Awarding Agency. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

### Recycled Products

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

### Contract Work Hours and Safety Standards Act (Applicable to: Construction contracts and, in very limited circumstances, non-construction projects that employ laborers or mechanics on a public work.)

- A. The CONTRACTOR agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 33 and also ensure compliance of its subcontractors; if applicable, CONTRACTOR shall comply with DOL regulations "Safety and Health Regulation for Construction" 29 CFR Part 1926.
- B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek

## **Awards with Construction Activities**

### Third Party Construction or Facility Improvement Contracts

- A. Davis Bacon Act (>\$2,000.00). In accordance with requirements of 49 U.S.C. Section 5333(a) and the implementing regulations of 29 CFR Part 5, the CONTRACTOR shall comply with the employee protection requirements of the Davis-Bacon Act for construction activities exceeding \$2,000.00 performed in connection with the PROJECT. The Davis-Bacon Act applies to contracts in excess of \$2,000.00 for construction, alteration, or repair of public buildings or public works and requires the inclusion of a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor.

- B. Bonding. For contracts or subagreements exceeding \$100,000.00, the following bonding requirements must be included: Bid guarantee from each CONTRACTOR equivalent to five (5%) percent of the bid price; performance bond on the part of the CONTRACTOR for 100 (100%) percent of the contract price; and payment bond in the amount of either (1) 50% of the contract price if the contract price is not more than \$1 million dollars or, (2) 40% of the contract price if the contract price is more than \$1 million
  
- C. Copeland Anti-Kickback Act. For contracts or subagreements exceeding \$100,000.00 and in accordance with 18 U.S.C. Section 874, Copeland "Anti-Kickback" Act, 29 CFR Part 3, the "CONTRACTOR and subcontractors on Public Building or Public Work Financed in part by Loans or Grants from the United States," the CONTRACTOR and subcontractor are prohibited from including, by any means, any employee, to give up any part of his or her compensation to which he or she is otherwise entitled.

Seismic Safety

The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract including work performed by a subagreements is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the PROJECT.

**Exhibit A**  
**Request for Proposals**

**PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL**

---

**CITY OF GUADALUPE, CALIFORNIA  
REQUEST FOR PROPOSALS**

RFP 2019 – 01

**PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS**

<b><u>SUBMITTAL:</u></b>	One (1) original and four (4) copies must be received no later than <b>2:00 p.m. Pacific Time on Monday, April 29, 2019</b> . Proposals must be submitted in sealed packages. Cost/Price Proposal must be submitted in a <u>separate</u> sealed envelope within the submittal package.
<b><u>Addressed to:</u></b>	City Administrator
<b><u>Address:</u></b>	City of Guadalupe 918 Obispo Street, Guadalupe, CA 93434
<b><u>Mark envelopes:</u></b>	PUBLIC TRANSIT ADMIN AND OPERATIONS, RFP 2019 – 01

PROPOSALS RECEIVED AFTER THE TIME AND DATE STATED ABOVE SHALL BE DEEMED UNRESPONSIVE AND RETURNED UNOPENED TO THE BIDDER.

Questions or clarification requests regarding this Request for Proposals should be submitted in writing to:

City Administrator  
City of Guadalupe  
918 Obispo Street,  
Guadalupe, CA 93434  
Email: [skahn@ci.quadalupe.ca.us](mailto:skahn@ci.quadalupe.ca.us) AND [juana@ci.quadalupe.ca.us](mailto:juana@ci.quadalupe.ca.us)

All questions/requests for clarification must be submitted in writing or email.

Question/clarification deadline is **Monday, April 8, 2019 at 4:00 p.m. Pacific Time**. Any addendums to the RFP will be posted to the City's website by Monday, April 15, 2019 at 5:00 p.m. It is the responsibility of proposers to check the City's website and incorporate addenda into their proposal and acknowledge in their cover letter.

**TABLE OF CONTENTS**

PROJECT DESCRIPTION ..... 6

GENERAL CONDITIONS ..... 6

DEFINITIONS ..... 7

LEGAL RESPONSIBILITIES ..... 9

INSURANCE ..... 9

WITHDRAWAL OF PROPOSALS ..... 11

REJECTION OF PROPOSALS ..... 11

EVALUATION/AWARD OF CONTRACT ..... 11

PROPOSAL PRICING GUIDELINES ..... 13

RIGHT TO REQUIRE PERFORMANCE ..... 13

ETHICS IN PUBLIC CONTRACTING ..... 13

EQUAL EMPLOYMENT OPPORTUNITY ..... 14

TENTATIVE RFP TIMELINE ..... 14

1.0 PROJECT OVERVIEW ..... 15

1.1 Summary ..... 15

1.1.1 Term of Contract ..... 15

1.1.2 Funding Availability ..... 16

1.2 General Instructions ..... 16

1.2.1 Competitive Selection ..... 16

1.2.2 Selection and Evaluation Factors ..... 16

1.2.3 Proposal Acceptance Period ..... 17

1.2.4 Contract Incorporation ..... 17

1.2.5 Negotiations ..... 17

1.2.6 Disadvantaged Business Enterprise (DBE) ..... 17

1.2.7 Debarment, Suspension, and other Responsibilities ..... 17

1.2.8 Restrictions on Lobbying ..... 18

1.2.9 Buy America ..... 18

1.2.10 Audit ..... 18

1.3 Proposal Format ..... 18

1.3.1 Ability to Perform and Meet Requirements of the RFP ..... 19

1.3.2 Experience and Qualifications of the Firm and Personnel ..... 20

1.3.3 Reasonableness of the Price Proposal ..... 21

2.0 SCOPE OF SERVICES ..... 21

2.1 Guadalupe Transit – Description of Service ..... 21

2.2 Adjustment to Service ..... 25

2.2.1 Special Services ..... 26

2.3 Drivers ..... 26

# PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

2.3.1	Qualifications/Standards .....	26
2.3.2	Training .....	26
2.3.3	Uniform Specifications and Appearance Standards .....	27
2.3.4	Removal.....	28
2.4	Personnel.....	28
2.4.1	Required Management Personnel.....	28
2.4.2	Supervision .....	29
2.4.3	Dispatching/Radio Control .....	29
2.4.4	Safety and Security.....	29
2.4.5	Injury and Illness Prevention Plan .....	29
2.5	City-Owned Vehicles.....	30
2.5.1	Transition of Vehicles to New Contractor.....	30
2.5.2	Operating Mode .....	30
2.6	Facilities .....	30
2.6.1	Vehicle Maintenance.....	30
2.6.2	Fuel .....	31
2.7	Software/Hardware.....	31
2.7.1	Fare Collection.....	31
2.7.2	Telephone Information Service .....	31
2.8	Equipment Condition.....	31
2.9	Data .....	32
2.9.1	Daily Statistics .....	32
2.9.2	Monthly Reports .....	32
2.9.3	Customer Complaints .....	33
2.9.4	NTD Reporting .....	33
2.9.5	Drug-Free Workplace Policy.....	33
2.9.6	Performance Specifications .....	33
2.10	Marketing and Public Relations .....	34
2.10.1	Advertising on Vehicle Exterior and Interior.....	34
2.10.2	Signage.....	34
2.11	Operating During an Emergency .....	34

**APPENDICES**

**APPENDIX 1 THIRD PARTY CONTRACT CLAUSES ..... 19**

**APPENDIX 2 STANDARD CONTRACT ..... 48**

**APPENDIX 3 CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS ..... 49**

**APPENDIX 4 CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT,  
SUSPENSION, AND OTHER INELIBILITY AND VOLUNTARY EXCLUSION ..... 50**

**APPENDIX 5 CERTIFICATION OF RESTRICTION ON LOBBYING..... 51**

**APPENDIX 6 BUY AMERICA CERTIFICATE..... 52**

**APPENDIX 7 PROTEST PROCEDURES AND APPEAL OF CITY OF GUADALUPE'S DECISION TO  
CALTRANS ..... 53**

**APPENDIX 8 SAMPLE TRANSIT OPERATIONS REPORT..... 55**

**APPENDIX 9 NATIONAL TRANSIT DATABASE REPORTING REQUIREMENTS..... 56**

**APPENDIX 10 FEDERAL DRUG AND ALCOHOL TESTING REGULATIONS CONTRACTOR  
COMPLIANCE GUIDELINES ..... 57**

**APPENDIX 11 GUADALUPE TRANSIT FLEET ROSTER ..... 60**

**APPENDIX 12 COST/PRICE PROPOSAL FORMAT (REQUIRED) ..... 61**

**APPENDIX 13 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND DBE  
PARTICIPATION GOAL..... 62**



**PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL**

---

**CITY OF GUADALUPE, CALIFORNIA  
STATE OF CALIFORNIA**

**REQUEST FOR PROPOSALS  
PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS  
RFP 2019 – 01**

Sealed proposals will be received by the Public Works Director, City of Guadalupe, 918 Obispo Street, Guadalupe, CA, 93434, by Monday, April 29, 2019 at 2:00 p.m. Pacific Time to provide day-to-day operational services in support of the Guadalupe Transit program.

Contract documents may be inspected and/or obtained in-person during normal business hours at the City Clerk's office, City of Guadalupe, 918 Obispo Street, Guadalupe, CA 93434.

The City of Guadalupe hereby affirmatively ensures Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice, and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, or religion in any consideration leading to the award of this contract.

No qualified handicapped person shall, on the basis of handicap, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any matter leading to the award of this contract.

The City of Guadalupe reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of the City of Guadalupe.

Dated this 1<sup>st</sup> day of April, 2019.

By:   
Public Works Director, City of Guadalupe

Publication dates: April 2, 2019, Santa Maria Times

# PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

## PROJECT DESCRIPTION

The City of Guadalupe (City) is requesting proposals from qualified and experienced proposers to provide administration, operations, and maintenance services in support of the Guadalupe Transit program.

**One (1) original and four (4) copies** of the proposal are to be submitted to the City Administrator, City of Guadalupe, 918 Obispo Street, Guadalupe, CA, 93434, no later than **Monday, April 29, 2019 at 2:00 p.m. Pacific Time.**

## GENERAL CONDITIONS

A. Limitations

This Request for Proposals (RFP) does not commit the City of Guadalupe (herein referred to as "City") to award a contract, to pay any costs incurred in the preparation of proposals in response to this request, or to procure or contract for services or supplies. The City expressly reserves the right to reject any and all proposals or to waive any irregularity or informality 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. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City reserves the right to modify the procurement timetable included herein.

B. Award

The City may ask bid finalists to present an oral briefing of their respective proposal. Finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their respective offering as may result from such negotiations. The City also reserves the right to award the contract without oral briefings or discussion, based upon the initial written proposals. Accordingly, each initial submittal should include most favorable terms from both a technical and pricing standpoint.

C. Communications Regarding RFP

Bidders may not communicate about this RFP with City elected officials, City staff, or any individuals associated with this procurement except for the designated contact person. All questions and requests for clarification must be submitted in writing to the designated contact person and within the time period identified on the cover page of this document.

D. RFP Addendum

Any changes to the RFP requirements will be made by written addenda issued by the City of Guadalupe and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over any inconsistent provisions of earlier issued documentation. Any addendums to the RFP will be posted to the City website by **Monday, April 15, 2019 at 5:00 p.m.** It is the responsibility of each proposer to check the City's website and incorporate addendums into their proposal and acknowledge it in their cover letter.

E. Verbal Agreement or Conversation

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

F. Pre-Contractual Expense

Pre-contractual expenses include any expenses incurred by proposers and the selected contractor in:

1. Preparing proposals in response to this RFP.
2. Submitting proposals to the City of Guadalupe.
3. Negotiations with the City on any matter related to bidder proposals.

## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

4. Other expenses incurred by a proposer prior to the date of award of any agreement.

In any event, the City shall not be liable for any pre-contractual expenses incurred by any proposer or the selected Contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. The City of Guadalupe 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 procurement process.

### G. Signature

The proposal will also provide the following information: name, title, address, and telephone number of individual with authority to bind the contractor and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the bidder to the proposal and contain a statement to the effect the proposal is a firm offer for at least ninety days (90) from proposal deadline. Execution of the contract is expected on or about May 28, 2019.

### DEFINITIONS

1. The "City" refers to the City of Guadalupe, an entity established under the laws of the State of California.
2. "Days" refers to business days when used in context with the City of Guadalupe's protest procedures and refers to working days of the federal government when used in connection with FTA requirements/procedures.
3. The terms "file" or "submit" refer to the date of receipt by the City.
4. The term "bidder" means any person or entity who submits a bid to an awarding agency for a public transit service contract or subcontract. "Bidder" may be used interchangeably with the word "proposer" for the purposes of this RFP.
5. "Exhaustion of administrative remedies at the grantee level" refers to any action or inaction on the part of the City, which is prejudicial to the position taken in a written protest filed with the City. This may include, but is not limited to:
  - A final City decision on the merits of the protest.
  - A procurement action such as the award of a contract or rejection of a proposal despite the pendency of a protest.
  - City acquiescence in and active support of continued and substantial contract performance despite the pendency of a protest.
6. "Interested party" includes all bidders on the contract or procurement. This term may also include a subcontractor or supplier at any tier which indicates it has a substantial economic interest in a provision of the Request for Proposals (RFP) or of the interpretation of such a provision.
7. "Violation of Federal law or regulation" is defined as the infringement of any valid requirement imposed by Federal statute or regulation, which governs the letting of contracts pursuant to a grant agreement. However, any protests involving a local matter and/or determinations that are clearly within the discretionary powers of the City include, but are not necessarily limited to, determinations of responsiveness and responsibility, the revision of specifications to incorporate the evaluation of life-cycle costing (LCC) factors in connection with any given procurement and determinations regarding bonding requirements. In other words, the protestor must be able to demonstrate or establish a clear violation of the prohibition against unduly exclusionary and restrictive specifications.

## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

8. "Local" refers to the cities of Guadalupe and Santa Maria, Santa Barbara County, and California. When used in conjunction with the phrase "laws and regulations," it is construed to mean only those laws or regulations associated with the provision of public transportation and the use of public funds. It shall not be construed to include the purchasing and/or protest procedures used by any of the aforementioned entities.
9. "RFP" also includes the term "offer" as used in the context of negotiated procurements.
10. "FTA" refers to the Federal Transit Administration.
11. "Deadhead time/miles" refers to time and mileage expended operating revenue vehicles in non-revenue service.
12. "Revenue Vehicles" refers to publicly owned vehicles used to operate the intended service and provided to the Proposer by the City.
13. "Revenue Service" refers to scheduled public transit service transporting fare-paying customers. Revenue Service for the fixed-route service begins upon arrival at the first pick-up point or designated bus stop and ends upon departure from the last scheduled or designated drop off of the day. Revenue service for the Dial-A-Ride service begins with the first passenger pick-up and ends when there is no longer any fare-paying passenger on-board. Revenue service does not include lunches or layovers of more than fifteen (15) minutes. "Revenue Hours" may be used interchangeably with the phrase "Revenue Service" for the purposes of this RFP.
14. "Contractor" refers to the successful bidder awarded the contract for providing the products and services described herein.
15. "Headway(s)" refers to the frequency of fixed-route bus operations on any given route.
16. "ADA" refers to the federal Americans with Disabilities Act.
17. "Farebox recovery" refers to the percentage of transit operating costs recovered from transit users through the payment of fares.
18. "Transit Operating Costs" refers to the total costs incurred in operation of the service.
19. "Time-transfer" and "timed-pulse" refer to the style of fixed-route transit service wherein trips depart and return to one central point to facilitate interchange of passengers at set times throughout the service day.
20. "Fare media" refers to all fare payment instruments used to board public transit vehicles, including, but not limited to, monthly passes, punch passes, day passes, tokens, transfers, and subsidized fare media.
21. "Overloads" refers to any situation wherein passengers wishing to board a vehicle are turned away or willingly decline to board due to actual or perceived crowding.
22. "Standees" refers to passengers who board but are required to stand during movement of the vehicle due to actual or perceived lack of available seating.
23. "Road call" refers to unscheduled maintenance performed at a location other than the designated vehicle maintenance facility.

## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

24. "Pull-out" refers to a transit vehicle departing its first scheduled time-point in revenue service on a new shift or service day.
25. "Trip" refers to a transit vehicle departing any scheduled time-point in revenue service.
26. "Missed trip" refers to a trip that begins more than fifteen (15) minutes after its scheduled departure time, or a trip scheduled as part of normal revenue service that fails to operate.
27. "Non-revenue vehicle" refers to any vehicle not used in revenue service. The City will not provide non-revenue vehicles for contractor use as part of the anticipated agreement.
28. "Scheduled time-point(s)" is defined as bus stops with departure times specifically noted in public information materials specific to the associated transit programs.

### LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for transit operations contracts of this nature, whether the same are expressly referred to herein or not.

By submitting a proposal, the proposer certifies it will comply with all federal laws and requirements, including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, labor protection, and other laws and regulations applicable to contracts utilizing federal funds.

### INSURANCE

With respect to performance of work under the intended agreement, Contractor shall maintain, and shall require all of its Subcontractors to maintain, during the life of this agreement, insurance as described below. All insurance policies shall be issued by an admitted insurer or insurers as defined by the California Insurance Code or an authorized surplus lines company listed on the State of California Department of Insurance "LESLI List." Said policies shall have an A.M. Best rating of not less than A minus (A-).

Commercial General Liability and Property Damage: The Contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the Contractor and against all claims resulting from damage to any property due to any act or omission of the Contractor, its agents, or employees in the operation of the work or the execution of this contract. Such insurance shall include products/completed operations liability, owners and Contractor's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage. The City shall not be responsible for any increase in insurance cost incurred by Contractor once the initial agreement is executed. Minimum coverages shall be as follows:

- Bodily Injury (Injury or Accidental Death) and Property Damage (per occurrence): \$5,000,000 Combined Single Limit.

Commercial Automobile Public Liability and Property Damage: The Contractor shall maintain Automobile Public Liability and Property Damage Insurance for protection against all claims arising from the use of vehicles, owned, hired and non-owned, or any other vehicle in the completion of the work included in this contract, including all City-owned vehicles used in the provision of the City's transit service. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. City shall not be responsible for any increases in insurance cost incurred by Contractor in any future scenario. The minimum amounts of Automobile Public Liability and Property Damage Insurance shall be:

## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

- Bodily Injury (Injury or Accidental Death) and Property Damage (per Occurrence): \$5,000,000 Combined Single Limit.

Workers' Compensation Insurance: The Contractor shall maintain Workers' Compensation Insurance with statutory limits and Employers Liability Insurance with limits of not less than \$1,000,000 per incident. Such insurance shall comply with all applicable state laws.

Certificates, Subrogation, and Non-Liability Waiver: The Contractor shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to City. Certificates containing wording that release the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable. Policy(s) are to be endorsed to include a waiver of subrogation against the City, its officers, officials, agents, and employees. Contractor and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees. The City shall not be responsible for any increase in Workers' Compensation cost incurred by Contractor in any future scenario.

The insuring provisions, insofar as they may be judged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions may be within public policy and deemed enforceable.

Additional Insured: The General Liability and Auto Liability policy(s) are to contain, or be endorsed to name, the City, its officers, appointed and elected officials, agents, and employees as Additional Insured as respects the liability arising out of the activities performed in connection with this procurement/contract. The coverage shall (a) be primary with respect to any insurance or self-insurance programs maintained by the City; (b) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (c) contain Standard Cross-Liability provisions. Such additional insured endorsements maintained by the Contractor and its Subcontractors shall not be required to provide coverage to the City for the active negligence or willful misconduct of its members. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful bidder.

Indemnification: Contractor shall indemnify, defend with legal counsel acceptable to the City, and save harmless the City of Guadalupe; its officers, officials, agents, and employees, from and against any and all claims, demands, suits, loss, damage, injury, and liability, including cost and expenses incurred in connection therewith, resulting from, arising out of, or in any way connected with the performance of the Contract, including delivery and unloading of supplies and equipment, regardless of the passive, concurrent negligence on the part of the City, or anyone acting under its direction or control or on its behalf. It is further the intent of the parties that this indemnification requirement is not intended to relieve the City of Guadalupe from liability for the active negligence or willful misconduct of said public entities, its officers, appointed and elected officials, agents, and employees. This "hold harmless" clause is in no way an admission of liability on the part of the City of Guadalupe, or any of its agents or employees.

The successful bidder acknowledges that it is fully informed of the contents and meaning of this "hold harmless" provision and has submitted its proposal with full knowledge thereof, and that the terms are contractual and not a mere recital. These requirements shall also apply to any Subcontractor whose hazards are not covered by the Contractor's insurance policies.

Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to, and approved by, the City. **Proposers shall declare the deductible chosen and state such as part of its response to this RFP.** At the discretion of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention with respect to the City, its officials, employees, agents, and Contractors. Alternatively, the bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City.

## **PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL**

---

Separate endorsements are required, naming the City of Guadalupe, City of Santa Maria, and County of Santa Barbara as additional insured, for liability insurance and providing a waiver of subrogation for Workers' Compensation Insurance.

The successful bidder shall maintain the insurance for the life of the contract. Said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days prior written notice has been given to the City. The cost of all insurance should be included in the Proposer's proposed hourly rates.

Endorsements are to be received and approved by the City before work commences. Should the selected bidder fail to have insurance as required during the final contract period, all work by Contractor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

Original insurance certificates and endorsements are to be delivered to:

*City Administrator  
City of Guadalupe  
918 Obispo Street  
Guadalupe, CA 93434*

### **WITHDRAWAL OF PROPOSALS**

No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals, except as permitted by law.

### **REJECTION OF PROPOSALS**

Failure to meet the requirements of Section 1.3 of the Request for Proposals (RFP) will be cause for rejection of the proposal. The City may reject the proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

Each proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the sole opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

### **EVALUATION/AWARD OF CONTRACT**

Evaluation and selection of proposals will be based on the qualifications and evaluation criteria outlined in the RFP. Brochures or other promotional presentations beyond that sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary, and will not affect the evaluation process.

The City intends to empanel a Technical Review Committee (TRC) comprised of a combination of City staff and outside evaluators. The TRC will review/evaluate each bidder's Technical Proposal. Bidder Cost Proposals will remain sealed.

Depending upon the number of qualified bids received, it is the City's intent to conduct in-person interviews with (at least) the two top-ranked bidders. A series of proposal/bidder-specific questions will be utilized to guide the interviews.

At the conclusion of the interviews, the TRC will complete a scoring matrix reflective of the evaluation criteria (excluding pricing) included in the City's RFP. The TRC will then open each bidder's Cost

## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

Proposal packet, and conduct a side-by-side comparison of the proposed costs. The bidder deemed to offer the City the "best value" overall will be ranked "first," and the other bidders in (subsequent) ordinal ranking.

The City reserves the right to make the selection of a bidder based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the bidder to perform the services set forth herein.

In the event there is a tie between two bidders (in terms of the post-interview scoring and/or the Cost Proposal scoring), the City reserves the option to conduct "Best and Finals Offer" negotiations.

The City reserves the right to reject any or all proposals, to waive any requirements, both the City's and those proposed by the Proposer; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of the City to do so; to negotiate for the modification of any proposal with mutual consent of the bidder; to re-advertise for proposals; to sit and act as sole judge of the merit and qualifications of the bidder's offering; and to evaluate in its absolute discretion, the proposal of each bidder, so as to select the proposal which best serves the requirements of the City, thus ensuring that the best interest of the City of Guadalupe will be served. **A proposer's past performance, and the assurance that it will provide service as stipulated, will be taken into consideration as part of the proposal evaluation process.**

The City may make such investigation as it deems necessary to determine the ability of a bidder to furnish the required services, and the bidder will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or the bid of any bidder who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the City in the bidder's submission, or at any point in the bid evaluation process, including any interview conducted, is ground for rejection of the proposal. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the proposal submission is material shall be made at the City's sole discretion. The City expressly reserves the right to reject the proposal of any entity in default regarding the payment of taxes, licenses, or other moneys due to the City of Guadalupe.

The City reserves the right to conduct a background inquiry of each bidder which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a proposal to the City, the bidder consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

Bidder agrees and so stipulates in submitting this proposal, as though stated therein, and in any subsequent award of contract that:

- A. Proposer is an independent entity, not an employee, agent, or officer of the any of the contracting entities.
- B. If awarded, the contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
- C. Should the proposer be awarded the contract, proposer shall not assign the contract, or any part thereof, or any monies due, or to become due there under without prior consent of the City.
- D. Bidder shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages or willful misconduct, losses, and expenses caused in



## **PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL**

---

whole or in part by any negligent act or omission of the proposer, its employees and agents, Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City, its officers, agents, and employees.

- E. Bidder warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the proposer to any officer, elected official, or employee of the City of Guadalupe with a view toward securing the agreement or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the City shall have the right to terminate the contract, either in whole or in part. The rights and remedies of the City provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.
- F. Contractor shall hold the City of Guadalupe harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished, or used in connection with the contract.

### **PROPOSAL PRICING GUIDELINES**

Proposer shall provide proposed fees and cost information segregated by contract year as part of this Request for Proposals using the attached Cost/Price Proposal format included here as Appendix 12. The Cost/Price Proposal must be submitted in a separate sealed envelope within the submittal package. Fee schedules submitted in response to this Request for Proposals shall be no higher than the bidder's standard commercial rates for same services. The Technical Review Committee will evaluate proposals based upon the entire term of the contract. Fee information may be used as a basis of negotiation with the highest-ranked bidder.

### **RIGHT TO REQUIRE PERFORMANCE**

The failure of the City at any time to require performance by the proposer of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

### **ETHICS IN PUBLIC CONTRACTING**

Each bidder, by submitting a proposal, certifies it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. By submitting a proposal, the bidder certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other bidder in connection with the offer; and that it has not conferred on any public employee, public member, or public official having responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The bidder further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

Prior to the award of any contract, the potential Contractor may be required to certify in writing to the City of Guadalupe's City Administrator/Purchasing Agent that no relationship exists between the bidder and any City of Guadalupe employee, officer, official, or agent that interferes with fair competition or is a conflict of interest.

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that an offeror has interest in more

## **PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL**

---

than one proposal for the work solicited hereunder may result in rejection of all proposals in which the offeror is believed to have an interest.

### **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of the contract, Contractor agrees to the following:

- A. Contractor shall comply with all the requirements, where applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, and City laws and ordinances related to employment practices.
- B. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a *bona fide* occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- C. Contractor, in all solicitations or advertisements for employees, placed by, or on behalf of the Contractor, shall state that Contractor is an Equal Opportunity Employer.

### **TENTATIVE RFP TIMELINE**

- |                           |   |
|---------------------------|---|
| A. Monday, April 1, 2019  | RFP issued                                      |
| B. Monday, April 8, 2019  | Question/clarification deadline, 4:00 p.m.      |
| C. Monday, April 15, 2019 | RFP addenda posted to City website by 5:00 p.m. |
| D. Monday, April 29, 2019 | Proposal submittal deadline, 2:00 p.m.          |
| E. Week of May 6, 2019    | Interviews (if necessary)                       |
| F. Tuesday, May 28, 2019  | Contract award                                  |
| G. Monday, July 1, 2019   | Contract start                                  |

## 1.0 PROJECT OVERVIEW

### 1.1 Summary

Area Profile: The City of Guadalupe is located minutes from the Pacific Ocean on scenic State Highway 1, 180 miles north of Los Angeles, 276 miles south of San Francisco, and just 10 miles west of Santa Maria, at the northern border of Santa Barbara County. Surrounding the City to the east are huge fields with vast quantities of vegetables and fruits. The beautiful sand dunes stretch from Point Sal to Oso Flaco Lake, offering a unique setting for nature lovers. Trails and walkways give hikers room to roam and the dunes begin and end in Guadalupe, the "Gateway to the Dunes."

The City of Guadalupe is an incorporated City, established in 1946. The City finances transit services through a combination of passenger fare revenue, State of California Transportation Development Act (TDA) funding, Federal Transit Administration (FTA) Section 5310 and Section 5311 funds, Measure A Specialized Transit funds, and the Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement (PTMISEA) and Transit Security programs. Since its inception, the City has contracted with the private sector to provide for all of its administrative, planning, management, and operational needs. A private contractor, SMOOTH, Inc., currently operates the service under agreement that will be terminated upon the award of a new contract pursuant to this RFP. This RFP describes the transit program, establishes a procedure and requirements for submittal of proposals, details the criteria by which proposals will be evaluated, and sets forth the respective rights and obligations of the City of Guadalupe and the proposer chosen to operate the transit system.

The City of Guadalupe currently operates a public transit service that provides the following services:

- A. Fixed-route: Guadalupe Flyer, a general public transit service, currently a 75-minute loop, mono-directional service linking 12 bus stops in Guadalupe to four (4) bus stops in Santa Maria.
- B. Deviated-routes: Guadalupe Shuttle, a shuttle service that follows a designed route with the capability of deviating for passenger pick-up requests from the public, which are dispatched from the transit office by two-way radio.
- C. ADA: A curb-to-curb paratransit service operating in city limits and three-quarters of a mile along either side of the Flyer route into the City of Santa Maria and portions of the adjacent unincorporated areas of Santa Barbara County. The ADA service is available to persons with disabilities.

#### 1.1.1 Term of Contract

The successful bidder will complete all projection transition/startup activities during June 2019, commence operations of the contracted transit service(s) on **July 1, 2019**, and operate and maintain the service for a three-year period ending on June 30, 2022. The contract may be extended for up to three additional years (FY 2022/23, FY 2023/24, and FY 2024/25) in one-year increments at the City's discretion.

The operations budget for any **extension year** shall be increased over that of the preceding year by the inflation rate, as measured by either (i) 90% of the Consumer Price Index for the Los Angeles-Riverside-Orange County region (all urban consumers), or (ii) one and one-half (1.5) percent, whichever is less.

**1.1.2 Funding Availability**

This contract is subject to the availability of passenger fare revenue, State of California Transportation Development Act (TDA) funding, Federal Transit Administration (FTA) Section 5310 and Section 5311 funding, Measure A Specialized Transit funding, and the Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement (PTMISEA) and Transit Security Funding. The successful bidder is required to comply with the conditions required by all applicable local, state, and federal regulations. In the event funding for this contract ceases, the City reserves the right to terminate this contract in accordance with the "Termination of Contract" section within this document. In the event the specified service levels need to be reduced, the City reserves the right to reduce service in accordance with Section 2.2.

**1.2 General Instructions**

**1.2.1 Competitive Selection**

This procurement shall comply with all applicable City of Guadalupe procurement policies and procedures. Bidder selection is subject to affirmation by the Guadalupe city council.

Evaluation factors outlined in Paragraph 1.2.2 below shall be applied to all eligible responsible and responsive bidders in comparing proposals and selecting the successful proposal.

A bidder may be selected based solely upon the content of its proposal. Therefore, proposals should include the most favorable terms.

**1.2.2 Selection and Evaluation Factors**

Each proposal will be evaluated and ranked by the evaluation committee. Evaluation factors to be considered, and corresponding weight for each, include:

Ability to perform and meet the requirements of the RFP	20%
Experience and qualifications of the proposer	20%
Proposed/assigned personnel	20%
Client references	20%
Price	20%

The Technical Review Committee, at its sole discretion, may request an oral presentation or discussion with the most qualified proposer(s).

\* Pursuant to Chapter 4.6, Section 1070-1074, Part 3, Division 2 of the California Labor Code, a bidder other than the incumbent may earn up to an additional 10% evaluation scoring by affording a priority in hiring to the existing employees of the incumbent Contractor. Chapter 4.6, Section 1070-1074 requires successor Contractors to offer employment to certain employees of the prior transit Contractor for performance of essentially the same duties for a period of at least ninety (90) days. There is no requirement that the same wage or benefit levels offered by the former Contractor be duplicated by the successor Contractor under this law.

## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

### **1.2.3. Proposal Acceptance Period**

All proposals must include a statement indicating validity for a period of not less than ninety (90) calendar days following the submission deadline.

### **1.2.4 Contract Incorporation**

Bidder should be aware that the contents of its proposal as well as the City's attached "agreement" shall become a part of the contractual documents. The terms and conditions defined in this RFP are to be used as a basis for a contemplated contract. Any modifications to this recommended sample contract will require prior negotiations and approval of the City. Failure of a bidder to accept this obligation may result in the rejection of its proposal or cancellation of any award. Any damages accruing to the City as a result of a bidder's failure or refusal to execute an agreement with the City, if awarded the contract, may be recovered from the proposer.

### **1.2.5 Negotiations**

The City reserves the right to negotiate all elements reflecting the proposal to ensure the best possible consideration for all concerned.

### **1.2.6 Disadvantaged Business Enterprise (DBE)**

This solicitation and resultant Agreement is financed in whole or in part with federal funds and therefore subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In compliance with 49 CFR 26, Caltrans set an overall annual DBE goal comprising both race neutral and race conscious elements. To ensure equal participation for DBE groups specified in 49 CFR 26.5, Caltrans specifies a contract goal for DBE participation. The required goal for DBE participation in this solicitation is **two percent (2%)**.

To ensure applicable participation of the specified DBEs as defined in 49 CFR 26.5, this solicitation's goal applies to all certified DBEs. Only certified DBE participation will count toward the Agreement goal for this solicitation. DBE participation will count towards Caltrans' federally mandated overall annual DBE goal. In order to ascertain whether its overall annual DBE goal is being achieved, Caltrans tracks DBE participation on all federal-aid contracts.

It is the Bidder's/Proposer's responsibility to verify that the DBE firm is certified as a DBE by the specified bid submittal due date and time. For a list of DBEs certified by the California United Certification Program (CUCP), go to: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).

Proposer shall complete and submit Appendix 13, Bidder/Proposer Disadvantaged Business Enterprise DBE Information ADM-0227F and/or Bidder/Proposer Disadvantaged Business Enterprise DBE Good Faith Efforts Documentation ADM-0312 for detailed information and the required forms. Required forms will be made a part of the Agreement. Failure to meet the DBE goal or Good Faith Effort requirements and provide required DBE participation may result a bid/proposal being rejected as non-responsive.

The requirement to advertise for the purpose of identifying potential DBEs is waived.

### **1.2.7 Debarment, Suspension, and other Responsibilities**

In order to comply with the Federal Transit Administration (FTA) policy and certification process established by 49 CFR Part 29, as a means to ensure debarred, suspended, or voluntarily excluded persons do not participate in a federally assisted project, proposer must complete and

## **PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL**

---

submit along with its proposal a certification form for the proposing prime Contractor (Appendix 3) and any and all proposed Subcontractors (Appendix 4).

### **1.2.8 Restrictions on Lobbying**

In accordance with 31 USC Section 1352, Proposer hereby certifies no federally appropriated funds have been or will be paid by or on behalf of the proposer to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. See Appendix 5.

The Proposer shall require the language of this certification be included in the award documents for all sub-awards at all tiers, and that all Subcontractors shall certify and disclose accordingly.

The Proposer shall require that the language of this certification be included in any subcontract exceeding \$100,000.00 at any tier, and that any such Subcontractor shall certify and disclose accordingly.

### **1.2.9 Buy America**

Contractor must complete the Buy America Certificate (Appendix 6) to comply with Section 165 (a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661.

### **1.2.10 Audit**

The City reserves the right to make a pre-award audit of the selected bidder's proposed fees, rates, and costs to confirm if they are fair and reasonable.

## **1.3 Proposal Format**

Proposers shall submit five (5) bound hard copies of their proposals, as well as one (1) electronic copy on a USB drive. The cost proposal should be submitted in a separate sealed envelope and in a separate folder on the USB drive.

Please provide enough detail for the Technical Review Committee to score your proposal. Each submittal must address each of the items included within Section 1.3.1 (Ability to Perform) and Section 1.3.2 (Experience and Qualifications). All requested information must be supplied. Failure to submit a complete proposal shall be grounds for a determination of non-responsiveness and rejection of the proposal.

Each submittal shall include:

- A. Cover Letter: Each proposal shall include a cover letter that identifies the proposer, its address and phone number, and its contact person. The cover letter must include acknowledgement of all RFP addenda, and provide a statement the proposal is valid for a minimum period of ninety (90) calendar days subsequent to the proposal submission deadline.

## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

The cover letter must include the original signature of an individual with the authority to contractually bind the proposer and who may be contacted during the proposal evaluation period.

- B. Table of Contents: A listing of major sections in the proposal and associated page numbers.
- C. Introduction. The bidder should demonstrate an adequate understanding of the project, the City's expectations regarding same, and the proposer's relationship with/to the City.
- D. Technical Approach (Section 1.3.1).
- E. Project Management.
- F. Contractor Staff/Subcontractor Staff (Section 1.3.2).
- G. Qualifications and References.
- H. Cost/Price Proposal (Section 1.3.3). Submitted as a sealed, separate document.
- I. Provide proof of required insurance either in the form of a Certificate of Insurance or in the form of a commitment letter from an insurance carrier or licensed insurance agent.
- J. Complete and submit, along with proposal, the appropriate certification forms.
- K. Execute and submit acknowledgment of any addenda pursuant to this RFP.

### **1.3.1 Ability to Perform and Meet Requirements of the RFP**

The bidder shall provide sufficient information to enable the Technical Review Committee to evaluate the bidder's ability to perform and meet the requirements of this RFP.

Such information shall include, but not be limited to, the following:

- A. Describe your firm's approach, capacity, and management philosophy for operation of the services requested by the City.
- B. Describe your hiring/screening procedures for the selection of professional bus operators. Describe classroom and behind-the-wheel training and support personnel training programs. Describe your recurring safety assurance program.
- C. Describe a communication skills improvement program to be implemented to facilitate effective communications between drivers and transit customers.
- D. Describe your supervisory and dispatch process. Provide samples of forms to be used. Provide examples of how information based on events in the field (operations and/or maintenance) is communicated, acted upon, and finalized in performance reports. Discuss your approach for ensuring the validity of data collected.
- E. Describe your methodology for assessing on-time performance. Discuss your approach to ensuring the validity of data collected through this process.
- F. The Contractor will be responsible for all fare collection and reconciliation activities, safeguarding and depositing all fare revenues into a dedicated account as directed by the

## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

City, and for all fare/revenue reporting. Discuss your approach to ensuring the validity of data collected.

- G. Describe your approach to data collection, record-keeping, and reporting so as to comply with National Transit Database Report (NTD) requirements. Provide a sample of the monthly reports that would be submitted. Discuss your approach for ensuring the validity of data collected through this process.
- H. Describe your plan for maintenance and operations. Where, when, and how will vehicles be maintained? Where will your operations center and dispatch office be located?
- I. Describe your firm's vehicle cleaning procedures. Include frequency, equipment, and staffing details. Include a discussion of interior and exterior cleaning. Provide a sample schedule and checklist.
- J. Describe how the project operations will be monitored and at what frequency.
- K. Include a detailed implementation plan. This plan shall address the activities and procedures that will be followed to ensure the smooth transition and start-up of the service. The plan should also document recruitment and training schedules, start-up plan, acquisition of necessary equipment, permits, licenses, and any other activities required.

### **1.3.2 Experience and Qualifications of the Firm and Personnel**

- A. Describe your firm's corporate/regional organizational structure and what resources will be available to support the services requested by the City. Be specific regarding level of effort, staffing, location, etc.
- B. Identify by name all project management/supervisory personnel proposed for assignment to this project. Discuss your strategy for ensuring the named personnel remain assigned to this project. For each individual named, provide the following:
  - Resume,
  - Qualifications,
  - Academic and professional training, including accreditation(s), and
  - Any other information the Bidder deems relevant.
- C. Identify by title, scope of duties, and proposed wage levels any personnel proposed for assignment to this project. Provide an organizational chart showing chain of command, scope of duties, and percent of time to be assigned to this project.

Describe in detail your firm's experience in providing publicly funded fixed-route and demand-response transit services. Discuss up to five (5) examples of public transit projects similar in scope. For each, provide the following:

- Client name and location;
- Name of contact person, title, and phone number;
- Term of contract (base term and extensions);
- Type of service;
- Number of vehicles;
- Number of annual Vehicle Revenue Hours;
- Annual contract amount; and
- Length of association (if no longer a client, discuss why).



## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

- D. Discuss in detail any restrictions, exceptions, or accommodations that may impact your firm's successful provision of public transit contracting services to the City.

### 1.3.3 Reasonableness of the Price Proposal

Firm fixed-unit prices per total revenue hours are requested for the three-year term of the contract. Any **extension year** shall be increased over that of the preceding year by the Consumer Price Index formula, as referenced in Section 1.1.1 Term of Contract.

Proposer shall use the City-provided form in **Appendix 12** to submit a firm fixed-unit PRICE PER REVENUE HOUR for the operation of fixed-route and, separately, demand-response services for Guadalupe Transit. Bidder's firm fixed pricing rate per revenue hour shall be "ALL INCLUSIVE" and reflective of the scope of services. Cost/Price Proposal must be submitted in a separate sealed envelope within the submittal package

Each Bidder shall formulate and base its prices as per the information (projected hours) in Section 2.1 (Description of Service).

## 2.0 SCOPE OF SERVICES

### 2.1 Guadalupe Transit – Description of Service

The City of Guadalupe administers the Guadalupe Transit program. Guadalupe Transit provides demand-response service within the city of Guadalupe and fixed-route service between the cities of Guadalupe and Santa Maria. This procurement includes operation of the Guadalupe Flyer (fixed-route), Guadalupe Shuttle (deviated-route), and ADA Demand-Response service.

City-contracted transit services are comprised of three major components: Transit Management, Transit Operations, and Vehicle Maintenance.

#### Transit Management

The City does not employ a Transit Manager as do other larger city administrations. As such, the Proposer shall demonstrate in their proposal, the past experience, and functional ability to perform the following Transit Management functions, and will remain flexible to accept additional administrative functions that may become required to answer the City's administrative needs.

#### Data Retention and Reports

1. Daily Reports
  - All complaints received related to driving or industrial accidents and significant incidents affecting the on-time performance of Guadalupe transit services will be reported to the City Administrator as soon as possible, or within 24 hours of the incident.
  - Any special project reports will be submitted as requested by the City Administrator or the City Council.
2. Monthly Reports – The following performance indicators will be reported monthly.
  - Revenue Hours and Actual Miles by service mode.
  - Revenue Miles and actual Miles by service mode.
  - Passenger Trips by service mode.
  - Passenger Trips by service mode to reflect the boarding of General Public GP and Passes, Senior/Disabled and Passes, Students and Passes, Free (Children under six years), and Wheelchairs Boarded.
  - Fare Revenue deposited by the contractor by mode.
  - Passenger Trips by Service Hour for the Flyer and Shuttle.
  - Road Calls, Accidents, and On-Time Performance.

## **PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL**

---

- Additional Special Reports as requested by the City.
- Maintenance/Repairs Report – A summary of maintenance/repairs performed by the contractor or their independent vendor will be submitted for reimbursement along with a copy of all related invoices.

### Marketing and Public Relations

The Proposer shall be responsible for all marketing and public relations related to the public transit program. This will include the preparation and creation of all cost-reimbursable schedule brochures, passes, and other printed materials required for marketing the transit services. The Proposer will distribute onboard notices as required or requested by the City. The Proposer shall be the public media contract person for the transit program. The Proposer or its employees shall not be permitted to post or distribute any printed or written materials without prior written permission from the City.

### Government or Community Representation

The Proposer shall be available to attend City Council meetings as requested by city staff to present periodic Transit Reports or to inform the Council of transit related matters.

The City maintains a seat on the Santa Barbara County Association of Governments' (SBCAG) Santa Barbara County Transit Advisory Committee (SBCTAC) which meets once monthly in Buellton. The Proposer will provide a qualified management or supervisor to serve on this committee.

The Proposer will also remain flexible to serve on special SBCAG transit projects as may arise in the contract term. These may include serving on grant scoring committees, Unmet Transit Needs outreach, SBCAG transit planning sessions, and others as needed.

The Proposer will provide a qualified management or supervisor to serve on Guadalupe social service or community project committees. At the time of the release of this RFP, this includes participation with the Guadalupe Community and Senior Center committee.

### Grants Administration

The Proposer shall employ a designated person(s) to administer all Guadalupe grants and related reporting as required.

- Transportation Development Act (TDA) – to include submitting the annual TDA Claim Form, Revised Claim forms for Prior Year Unspent TDA Allocations (if distributed), State Transit Assistance (STA) allocations, and any other required TDA Claim revisions.
- FTA 5311 Operating Assistance Applications – filed electronically through the Caltrans BlackCat software portal, the Proposer will be responsible for submitting annual 5311 applications and all attachments.
- Capital Grant Applications – the Proposer will submit all capital project applications to a variety of available grant programs that may involve FTA 5311(f) Capital Grant Program, FTA 5339 Capital Grant Program (as a sub-recipient of a future City of Santa Maria/SMAT grant), SB-1 State of Good Repair Grant Program, or other miscellaneous Local, State and Federal grants as may be developed in the future.

### Transit Reports and Activities

The Proposer shall employ a designated person(s) to submit the following periodic reports.

- Annual National Transit Database reports.
- Annual FTA Drug and Alcohol Program Testing MIS Reports.
- Annual SBCAG request for Transit Performance Data.
- Semi Annual Disadvantage Business Enterprise (DBA) Reports.

## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

- Triennial TDA Compliance Audits.
- Annual CHP Terminal Inspections (Fleet Repairs/Maintenance, Drug and Alcohol Testing Program compliance, and Driver Records).
- Assist City staff with the development of the next Short Range Transit Plan tentatively scheduled for 2020.
- Other reports as identified in the future.

### Transit Operations

Current City transit operations are comprised of fixed-route (Guadalupe Flyer), deviated-route (Guadalupe Shuttle) and ADA demand-response. The Proposer will demonstrate in their proposal the past experience and functional ability to manage these transit operations as described below.

The Proposer shall demonstrate in its proposal the ability to provide licensed/trained Drivers, Office Dispatch, Management/Road Supervisor and Roadside Response capacity during all scheduled hours of operation. In the last full service year (FY 2017/18), Revenue Hours for each of the three service elements were as follows: Flyer – 4,685 hours, Shuttle – 1,400 hours, ADA 745 hours.

### Guadalupe Flyer

Currently a 75-minute loop, mono-directional service (one bus on route at any given time) linking twelve (12) bus stops in Guadalupe to four (4) bus stops in Santa Maria. The Flyer schedule is as follows:

Monday through Saturday:	6:15 a.m. – 7:50 p.m.
Sunday:	8:45 a.m. – 6:35 p.m.

The City's Gillig buses are equipped with standard Diamond brand manual fareboxes. The Proposer will be responsible for the secure collection, deposit, and accounting of all fares and passes. Flyer per-trip fares and monthly passes are as follows:

<u>Fares</u>		<u>Monthly Passes</u>	
General Public	\$1.50	General Public	\$45
Student	\$1.00	Student	\$25
Seniors (60 years)	\$0.75	Seniors (60 years)	\$25
Disabled	\$0.75	Disabled	\$25
<u>Punch Pass</u>	\$10		

The Flyer service is closed for service on five (5) holidays: New Year's Day, Easter Sunday, Independence Day, Thanksgiving Day, and Christmas Day. The Flyer operates on the abbreviated Sunday schedule on three (3) additional holidays: Presidents Day, Memorial Day, and Labor Day.

### Guadalupe Shuttle

The Shuttle is designed to follow a designated route with the capability of deviating for passenger pick up requests at passenger homes or city business locations. These demand responsive trips are then dispatched from the transit office by two-way radio. The Shuttle transports a substantial number of students of elementary and junior high school students in addition to requests from the general public. Shuttle services operate Monday through Friday from 10:00 a.m. and conclude at 4:00 p.m. The Shuttle is closed for service for all of the eight (8) holidays listed above for the Flyer. The General Public fare is \$0.50 and the Students/Seniors/Disabled fare is \$0.25 per trip.

## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

### ADA

In addition to the scheduling, dispatching, and actual passenger delivery, the proposer provides all of the administrative duties relative to the performance of Americans with Disabilities Act (ADA) paratransit services to include eligibility review/eligibility determination, and data retention. The contractor will also serve as the eligibility determinant for all applications or renewals, following commonly accepted ADA guidelines for eligibility.

ADA demand-responsive service is available during the same operation days and hour as the Flyer service and is available within the city limits of Guadalupe and three-quarters of a mile along either side of the Flyer route on Highway 166 (Main Street) into the City of Santa Maria. While ADA law provides for a three-quarter-mile ADA service corridor surrounding the fixed route, as a convenience to Guadalupe ADA passengers (and to minimize the impact of attempting to coordinate inter-city trip scheduling), passenger delivery in Santa Maria extends beyond the ADA definitions to include any destination in Santa Maria and Orcutt. The fare for the ADA service is \$3.00 per trip.

Total estimated revenue hours and revenue miles for these services are as follows.

#### Estimated Annual Revenue Hours for FY 2018/19

Flyer (fixed-route, Mon-Sun)	4,716
Shuttle (deviated fixed-route, Mon-Fri)	1,418
ADA (demand-response)	750
<b>Total:</b>	<b>6,884</b>

#### Estimated Annual Revenue Miles for FY 2018/19

Flyer (fixed-route, Mon-Sun)	84,442
Shuttle (deviated fixed-route, Mon-Fri)	14,402
ADA (demand-response)	18,816
<b>Total:</b>	<b>117,660</b>

### Vehicle Maintenance

The current contractor administers the maintenance and repairs for the City's fleet utilizing suitable repair vendors in the area. This includes scheduling all routine and preventive maintenance (fluids and filters), Vehicle Safety Inspections, and all repairs. The contractor is responsible for paying all monthly repair/maintenance invoices and submitting to the City for reimbursement.

### City-Owned Transit Vehicles and Equipment

The City provides the following City-owned vehicles and equipment for use by the selected Contractor:

#### Transit Equipment

- Two-way Motorola radios are installed in each transit vehicle; the cost of monthly subscription radio service will be the responsibility of the Proposer. The Proposer will be required to provide a radio Base Station or suitable alternative communication system. The City does not own its own Base Station and currently uses the Base Station owned and operated by the current contractor.
- Hard-wire installed GPS locators (through Clear Path GPS of Santa Barbara) are installed on all transit vehicles. The monthly service fee and all product replacements are reimbursed by the City.
- Seon on-board surveillance cameras and video recorders are installed in each vehicle, to include the ADA vans, is equipped with cameras and a video recorder. The office video reader is owned by the current transit contractor. The Proposer will be required to provide a Seon Base Station or suitable alternative on-board video system.

## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

- Diamond brand manual fareboxes (coin and folding currency) are installed in all Gillig vehicles. (ADA drivers are issued cash pouches and are responsible for logging all ADA fares received on the daily Routes Sheet and accounting for all funds received with office staff at the end of each shift).
- All vehicles are equipped with City-owned first-aid kits, fire extinguishers, roadside emergency reflector triangles, and manual passenger counting devices.

Customer service/phone system: The City does not provide any customer service or phone system equipment. The current contractor provides this equipment. A new contractor will be required to provide this equipment. NOTE: The deviated-route Shuttle service involves a contractor providing Monday-Friday, 10:00 a.m. to 4:00 p.m. phone dispatch service with communication to the bus driver using the current Motorola two-way radio system. A contractor must be able to demonstrate the clear ability to provide adequate/reliable customer service dispatch demand response for this service.

Dispatch software: The City does not own dispatch software. The current contractor uses Trip Spark-Novus scheduling software for the City's ADA demand-response trip scheduling. The Proposer would need to provide suitable scheduling software. NOTE: Guadalupe's ADA service averages 175-180 ADA passenger trips per month or roughly 10-13 trips per service day (5-6 round trips) which technically could be accomplished manually.

### Transit Vehicles

- 2005 Gillig, 29 foot, low-floor, diesel bus (#153), 28 seats/2 wheelchair positions. *This bus will be retired in July/August 2019 with the delivery of a replacement 29' Gillig diesel bus, 28/2 capacity (#159) currently on order.*
- 2007 Gillig, 29 foot, low-floor, diesel bus (#154), 28/2 capacity.
- 2010 Gillig, 40 foot, low-floor, diesel bus (# 156), 39/2 capacity.
- 2016 Gillig, 40 foot, low-floor, diesel bus (# 157), 39/2 capacity.

\*\*All Gillig buses are wheelchair ramp-equipped with two wheelchair positions.

### ADA Vans

- 2008 Ford, E-250, raised-roof van, 8-passenger/2 wheelchair capacity, unleaded fuel, Ricon lift (#155).
- 2016 Ford "Transit" van, 7-passenger/2 wheelchair capacity, unleaded fuel, Braun lift (#158).

### Fuel

The City provides fuel for the normal operation of the Guadalupe Transit service. Guadalupe vehicles are fueled at the Santa Maria fueling depot located at 810 W. Church Street in Santa Maria. Monthly invoices are mailed by Santa Maria directly to Guadalupe for payment. The City will not compensate the Contractor for fuel used in non-City vehicles.

### Facility

The City does not have the facility to offer a transit contractor office space. The current contractor provides office and secured bus parking at its office site in Santa Maria.

## **2.2 Adjustment to Service**

The City reserves the right to adjust the parameters of service delivery at any time without incurring any adjustment to the unit cost per revenue hour fee paid to the Contractor. Modifications to services may include modification of service hours and/or days and expanding or decreasing annual Revenue Hours.

## **PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL**

---

In the event actual annual Revenue Hours fall below eighty percent (80%) or exceed one hundred twenty percent (120%) of the forecast Revenue Hours, the City reserves the right to negotiate a revised Cost/Revenue Hour with the Contractor.

### **2.2.1 Special Services**

The Contractor from time to time may be required to provide special event-related services. Special event services may vary from year to year. Special event services shall be billed at no more than the agreed-upon firm-fixed unit cost per revenue hour.

### **2.3 Drivers**

#### **2.3.1 Qualifications/Standards**

The Contractor shall conduct an adequate background check on each driver to ensure he/she meets the following standards and is qualified to perform public transportation services:

- A. All operators must be employees (full or part-time) of the Contractor. The Contractor may not subcontract with individuals to execute trip assignments.
- B. Continuous possession of:
  - a. A Class A or B California commercial driver license,
  - b. A California DMV Transit Certificate and annual training hours certification,
  - c. Passenger endorsement,
  - d. Air brake endorsement,
  - e. Current and satisfactory Medical Examination Report,
  - f. General Public Paratransit Vehicle (GPPV) or Vehicle for Developmentally Disabled Persons (VDDP) Certificate to include satisfactory Department of Justice background check, and
  - g. Any other certifications as required by the State of California to operate the services as described herein.
- C. Not more than two (2) moving violations in the past five (5) years and no DWI/DUI conviction within the last seven (7) years.
- D. Demonstrated command of the English language, both oral and written.
- E. Demonstrates good customer service skills.
- F. Ability to resolve complaints and problems as needed.
- G. No felony conviction history or conviction for crimes of moral turpitude.
- H. Must pass Federal Drug and Alcohol Testing regulations (see Appendix 10).

#### **2.3.2 Training**

Contractor shall be responsible for all aspects of training, including the provision of and payment for the required training.

Contractor must provide an orientation and training plan outlining how drivers with recent transit operating experience have been previously trained to an equivalent level as required by the "new trainee" program below.

## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

All drivers without recent public transit operations experience hired by the Contractor must attend, at a minimum, the following training:

- A minimum of eighty (80) hours of training per driver, of which at least thirty-two (32) hours shall be behind-the-wheel of a vehicle, including at least eight (8) hours of system and route training/orientation. This training must be completed before a driver can be placed into unsupervised revenue service.
- Within this required training period, Contractor shall instruct drivers in at least eight (8) hours of disability awareness sensitivity training, which includes ADA regulations and procedures; four (4) hours of sexual harassment training; eight (8) hours of passenger control/difficult passenger training; and eight (8) hours of defensive driving training. The City reserves the right to review all training materials and to monitor training sessions. The Contractor shall arrange for and pay the cost of said training.
- Contractor shall be required every year to ensure all operating personnel associated with this contract receive at least the required sixteen (16) hours of Department of Motor Vehicles training and eight (8) hours of recurrent "transit certificate" training.

The cost of driver wages accrued during all training shall be borne solely by the Contractor.

Contractor shall be required to ensure all operators and dispatch staff are aware of proper customer communication practices required for courteous customer assistance/service.

Contractor shall ensure all operators complete training prior to their operation of a vehicle in revenue service. The Contractor will be responsible for the successful provision of service under this contract.

Training during and subsequent to training for new hires, such as recurrent training and retraining, shall be conducted by the Contractor. The Contractor shall be required to have an Operator Development Program in place to address all operator-related training needs. The City shall inform the Proposer in writing of any changes in operating procedures. The Contractor will be responsible for any training at its cost for existing operators which are needed as a result of altered or modified procedures.

Written documentation of all training, including new hires, recurrent, and retraining shall be maintained by the Contractor and furnished to the City or its representative upon request.

All training programs shall be subject to City approval within a reasonable timeframe.

### **2.3.3 Uniform Specifications and Appearance Standards**

#### **a. Uniform Specifications**

The Contractor shall develop a dress code that will be subject to City approval. Such dress code will include, at a minimum, both shirt/blouse and slacks (standardized dress shorts permitted with City prior approval). Drivers shall wear name tags clearly displaying their names at all times while performing their duties. Uniforms shall clearly display (separately) both the name of the contracting firm and name of the transit service. Each driver shall have an accurate timepiece available and in clear sight at all times during vehicle operations.

The dress code shall include solid, black, skid-resistant, closed-toe shoes able to be polished. Low-cut and high-top tennis shoes are not permissible. Suede shoes, sandals, cleated, or open-toe shoes will not be permitted.

Consideration for safety must be applied to all dress code elements.

b. **Appearance Standards**

At all times while on duty, drivers shall be well-groomed, clean, and in complete uniform. Drivers shall conform to the following standards of appearance at all times while on duty or when in uniform. All drivers must be neat in appearance, no visible tattoos or body piercings, uniform clean and pressed, shoes shined, hair clean and neatly presented.

### **2.3.4 Removal**

The City may require the Contractor to immediately, pending investigation, remove any driver from revenue service for any one of, but not necessarily limited to, the following:

- A. Committing unsafe or inappropriate acts while providing service.
- B. Revocation, suspension, or non-renewal of a valid California driver license.
- C. Conviction of any felony criminal offense.
- D. Perceived unacceptable customer service as reported by customers, other drivers, or directly observed by City staff or the City's representatives.
- E. Non-compliance with City-specified appearance standards.

### **2.4 Personnel**

The Contractor shall furnish all operators, porters/bus washers, mechanics, dispatchers, supervisors, administrative personnel, and other personnel services necessary for the provision of the transportation service in accordance with this Contract.

The City reserves the right to review the resumes of management personnel assigned to this Contract. Contractor's project manager shall meet with the City's representative as requested (but not less than monthly).

As part of this proposal, proposers shall include details regarding driver, dispatch, training and safety personnel, road supervisors, support personnel, and project manager wage and benefit packages, which will be offered to each of the listed employment classifications upon contract commencement. The Contractor's current program salary and wage information shall be provided to the City upon request.

#### **2.4.1 Required Management Personnel**

The City requires a Project Manager(s) be on duty during all service hours. The proposer is required to provide the level of resource, acceptable to the City, to satisfactorily provide all services. A Training/Safety Manager – Road Supervisor is also required. It is up to the proposer to determine how best to provide the level of required service. The Project Manager must be approved by the City.

The Contractor shall provide road supervision personnel on duty prior to driver rollout to assure complete route coverage/schedule adherence. Any cleaning and other personnel working outside normal service hours shall be appropriately supervised.



Bidders must include complete employment history and resume materials for the Project Manager(s) being proposed. This position is critical to the success of the operation and significant scrutiny of the proposed Project Manager is to be expected.

In the event that the designated Project Manager for the Contractor is assigned away from the City of Guadalupe contract during the base contract period (prior to June 30, 2022) absent prior written approval from the City, the Contractor shall pay to the City liquidated damages in the amount of \$5,000.00. Subsequent occurrences will be penalized at an escalated rate.

### **2.4.2 Supervision**

Contractor shall provide a qualified supervisor at all times during program operations to provide continuous daily street supervision of contracted service including the monitoring of schedule adherence, on-street operation, and on-route compliance. This supervision will include conducting ride checks (on-board) to ensure operator adherence to procedures (i.e., fare collection, ADA compliance, and customer relations). Such supervision will also include responses to investigation of accidents. The City also reserves the right to provide similar investigations and adherence checks of its own without notice to ensure compliance with terms of the Contract.

### **2.4.3 Dispatching/Radio Control**

The City will equip its transit vehicles with appropriate communication equipment (i.e., radios). The Contractor will provide adequate dispatch and radio monitoring personnel to enable effective driver/vehicle assignments and prompt responses to driver and/or vehicle problems, which could impact the provision of transit services under this contract. The Contractor will provide a base station and supporting hardware and ensure that the equipment is maintained and functional.

### **2.4.4 Safety and Security**

The Contractor shall take all reasonable and necessary precautions to provide security for any equipment provided by the City, as well as for records of all transit operations. Contractor shall be responsible for safety and security of passengers during operations and for all related equipment and facilities. Proposer shall include specific procedures in the proposal, which define the safety and security program for transit service. Safety and organizational meetings shall be held with all employees at least once per month.

Contractor shall report all hazardous conditions (e.g., trees, signs, road conditions, etc.) within the respective service area to the City and/or other appropriate authority and take necessary precautions to safeguard passengers, personnel, and equipment.

Contractor shall not permit drivers to bear weapons of any type (pocket knives are permissible only if the blade is no longer than two inches) on Contractor or City property, facilities, or onboard vehicles while operating a vehicle under the terms of this agreement.

### **2.4.5 Injury and Illness Prevention Plan**

Contractor shall maintain and provide a written copy of the Contractor's Injury and Illness Prevention Plan in compliance with Title 8 of the California Code of Regulations, Sec. 3203. The Plan shall:

2. Identify the person or persons with authority and responsibility for implementing the Program.
3. Include a system for ensuring that employees comply with safe and healthy work practices.

4. Include a system for communicating with employees in a form readily understandable by all affected employees on matters relating to occupational safety and health, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal.

**2.5 City-Owned Vehicles**

- A. The City shall provide four (4) fixed-route buses and two (2) ADA vans. Proposer may utilize City-owned vehicles for driver training. See Appendix 11 for Fleet Roster.
- B. The City shall pay for all repairs unless the repairs arise/result from Contractor negligence. These costs shall be billed separately from the fixed price revenue hour rate. Repairs will be billed to the City at cost.

The City reserves the right to add/subtract or substitute vehicles for those described above.

- C. The City will not provide Contractor with any non-revenue vehicles to conduct daily non-revenue service tasks. Contractor shall be responsible for providing any non-revenue vehicles that may be required for running of errands, field review of operations, shuttling of drivers, etc.

**2.5.1 Transition of Vehicles to New Contractor**

At the beginning of this contract, City and its agents will jointly inspect each vehicle with the Contractor and sign off on an original inspection sheet to establish a baseline vehicle condition and Contractor will accept the vehicles from City. Should the outgoing Contractor fail or refuse to meet this requirement, the City may, at its option, repair the vehicles at outgoing Contractor's expense.

At the conclusion of contract, City and its agents will jointly inspect each vehicle with the outgoing Contractor and sign off on the original inspection sheet from when the Contractor originally inspected and accepted the vehicles.

After the City has accepted the vehicles, the City will jointly inspect the vehicles with the new Contractor. An inspection acceptance form will be generated at that time. It is the sole responsibility of the outgoing Contractor, at its expense, to ensure all City vehicles are in good operating condition, free of damage and/or neglect both inside and outside. Should the outgoing Contractor fail or refuse to meet this requirement, the City may, at its option, repair the vehicles at outgoing Contractor's expense.

**2.5.2 Operating Mode**

The City will provide all revenue vehicles. The Contractor is required to provide the necessary drivers, supervisory/management services, and all other goods and services needed to provide the services described in this Scope of Services unless expressly stated that such goods and services will be provided by the City.

**2.6 Facilities**

The City does not have the facility to offer a transit contractor office space. The current contractor provides office and secured bus parking at its office site in Santa Maria.

**2.6.1 Vehicle Maintenance**

**APPENDICES**

- Appendix 1: Third Party Contract Clauses**
- Appendix 2: Standard Contract**
- Appendix 3: Certification of Primary Participant Regarding Debarment, Suspension and Other Responsibility Matters**
- Appendix 4: Certification of Lower Tier Participants Regarding Disbarment, Suspension, and Other Ineligibility and Voluntary Exclusion**
- Appendix 5: Certification of Restrictions on Lobbying**
- Appendix 6: Buy America Certificate**
- Appendix 7: Protest Procedures and Appeal of City of Guadalupe's Decision to Caltrans**
- Appendix 8: Sample Transit Operations Report**
- Appendix 9: National Transit Database (NTD) Reporting Requirements**
- Appendix 10: Drug & Alcohol Testing Requirements**
- Appendix 11: Guadalupe Transit Fleet Roster**
- Appendix 12: Cost/Price Proposal Format**
- Appendix 13: Disadvantaged Business Enterprise (DBE) Program and DBE Participation Goal**

## **PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL**

---

The Contractor is responsible for regular preventative maintenance and for coordinating maintenance and repairs. The City will be responsible for repair maintenance cost. Such maintenance shall be performed at an appropriate facility. The City reserves the right to review and negotiate the vehicle repair facilities selected by the Contractor. The City shall pay for all repairs unless the repairs result from Contractor negligence. It is the City's responsibility to determine negligence based on common industry practices.

### **2.6.2 Fuel**

The City will pay for all necessary fuel for the operation of the transit program upon receipt of monthly invoicing and supportive documentation. The fueling facility is located in Santa Maria and operated by the City of Santa Maria.

### **2.7 Software/Hardware**

The Contractor will be required to supply all administrative software and all computer hardware required for the successful performance of this contract.

#### **2.7.1 Fare Collection**

The Contractor shall collect the fares and charges as established by the City. Fare collection and all security-related measures shall be solely the responsibility of the Contractor. The Contractor shall be required to provide the following materials or information:

- A. Documentation showing fares collected which shall be reported monthly (by day) and segregated by service type (i.e., fixed-route, Dial-A-Ride, etc.)
- B. Fareboxes shall be provided by the City and maintained by the Contractor.

The City reserves the right to approve any fare collection system implemented throughout the contract term. The City reserves the right to examine all records relating to fares collected at its discretion, including retaining the services of an independent third-party auditor.

Contractor shall be responsible to market and sell Guadalupe Flyer and Shuttle bus passes. Currently, bus passes are sold at Guadalupe City Hall utility counter, the current Contractor's office, the Santa Maria Town Center utility payment center, and Allan Hancock College.

#### **2.7.2 Telephone Information Service**

Contractor shall provide customer information service to the public in English and Spanish during all operating hours. Contractor agrees to adhere to all applicable Title VI requirements. Demand-response reservations shall be taken during all operating hours. The City will provide sufficient phone lines dedicated to each service. These phone lines are for the sole purpose of providing customer information and shall not be used for any other purpose.

### **2.8 Equipment Condition**

Vehicles placed in service by Contractor must, without exception:

- A. Be cleaned daily inside and outside.
- B. Vehicle floors will be swept and mopped daily.
- C. Driver area will be wiped down. This shall include, but not be limited to, dash controls, dashboard, above the driver area, and along the front dashboard.

## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

- D. Have fully operational heating and air conditioning, wheelchair lifts, securement belts, flip seats, radios, fareboxes, and destination signs.
- E. Be free of body damage, including no missing and/or unpainted panels.
- F. Be free of graffiti on the exterior and the interior.
- G. Have all safety items fully operational (i.e., lights, brakes, horn, tires, wheelchair tie-downs, seat belts, etc.)
- H. No vehicle shall be cannibalized for parts for any reason without prior written consent of the City.

### **2.9 Data**

#### **2.9.1 Daily Statistics**

The following information will be provided on a daily basis.

- A. Summary of driving and industrial accidents and incidents for previous service day.
- B. Wheelchair boardings attempted/successful for the previous service day.
- C. Number of late/missed trips for previous service day and the cause.
- D. Number of overloads experienced for the previous service day.

Written reports of driving and industrial accidents and incidents must be submitted to the City within 24 hours of the occurrence.

#### **2.9.2 Monthly Reports**

The following performance indicators must be reported monthly.

- A. Miles between road calls;
- B. Miles between maintenance road calls;
- C. Number and percentage of missed/late pull-outs;
- D. Number and percentage of missed/late trips;
- E. Number and percentage of on-time performance;
- F. Number of complaints/1,000 passengers;
- G. Total accidents/100,000 miles;
- H. Collision accidents/100,000 miles;
- I. Total preventable accidents/100,000 miles;
- J. Passenger accidents per 100,000 miles;
- K. Wheelchair boardings attempted/successful;
- L. Drug and Alcohol tests;
- M. Number of overloads experienced;
- N. Driver/Dispatcher training activities;
- O. Driver evaluations;
- P. Ridership counts by day, mode, rote, and fare type;
- Q. Revenue Miles by Mode;
- R. Revenue Hours by Mode; and
- S. Fare Revenue by Mode.

### **2.9.3 Customer Complaints**

Contractor shall respond to complaints by telephone and follow up with written correspondence to the complaint. If an investigation is required, Contractor will conduct an investigation and the affected party will be contacted by telephone or written correspondence regarding the results of the investigation. Contractor shall respond to customer complaints within one (1) business day of receipt. Contractor will be required to track and report to the City all complaint information within twenty-four (24) hours of receipt of complaint. A written Customer Concern report must be generated and submitted to the City for each complaint received.

### **2.9.4 NTD Reporting**

All public transit service provided under this Agreement must be reported regularly to the Federal Transit Administration (FTA) in a completed National Transit Database (NTD) report. Proposer shall be responsible for ensuring that all reported NTD data meets FTA requirements and definitions. Proposer shall be responsible for following the most recent NTD data collection procedures. Failure to follow FTA definitions, data collection, and reporting requirements is considered a cause for termination (default) of this Contract.

In addition to the NTD reporting requirements described above, it will be the responsibility of the Proposer for all record keeping and data retention associated with the Guadalupe Transit System. The Proposer shall be the sole assembler of all claim forms (TDA/5311/Proposition 1B/Measure A, etc.) required to be submitted to granting agencies. In addition, the Proposer shall be flexible in working with the City to prepare and submit periodic applications and reports on an ongoing basis.

### **2.9.5 Drug-Free Workplace Policy**

The Contractor is required to develop and implement procedures that comply with the City's Drug-Free Workplace Policy and applicable FTA requirements (Appendix 1).

### **2.9.6 Performance Specifications**

All performance specifications will be strictly adhered to in order to provide the highest level of service possible. The City reserves the right to monitor the Contractor in its performance of the Contract to ensure all performance specifications are adhered to. Non-performance may result in reduction of compensation to the proposer.

To receive full compensation, the Contractor is required to meet or exceed the following standards of performance on a monthly basis:

Operating Performance Standards - Vehicles shall be operated with due regard for the safety, comfort, and convenience of passengers and the general public. Service shall be provided as scheduled or according to any adjusted schedule established by the City, including route modifications required as a result of a declared emergency. The Contractor shall strive to maintain on-time performance. However, Contractor shall not be held responsible for the failure to provide on-time service due to weather, unavoidable vehicle malfunctions, or naturally occurring disasters, if sufficient documentation is provided to City.

Personnel Performance Standards - Regularly assigned drivers must be available at all times of transit operation to ensure consistent and reliable service under the Contract.

All personnel are responsible for knowledge of the service. Project personnel must maintain a courteous attitude, answering to the best of their ability, any questions from the public regarding the provision of service. Customer service training must include a focus on positive

customer relations. Personnel must report customer complaints and/or operational problems to the Contractor's project manager who will be responsible to inform the City. All customer complaints must be reported to the City within twenty-four (24) hours of being received.

Drivers must accurately and completely submit the required operating documentation each day.

### **2.10 Marketing and Public Relations**

The Contractor shall be responsible for all marketing and public relations activities relating to its public transit program.

The Contractor shall furnish all schedules, maps, transfers, passes and other printed materials required for promoting the service. The Contractor shall distribute onboard notices, cooperate and participate in marketing, promotion, advertising, public communications, and public education programs and projects undertaken by the City from time to time. The Contractor shall be the public media contact in connection with the transit program. The Contractor or its employees shall not be permitted to distribute any printed or written materials without prior written permission from the City.

#### **2.10.1 Advertising on Vehicle Exterior and Interior**

The City may, during the course of this contract, require the Contractor to allow vendors contracted by the City access to vehicles assigned to this contract to install and remove advertising material. All advertising materials shall be subject to City approval prior to being installed.

#### **2.10.2 Signage**

Contractor shall display required head signage, in plain view, in all transit vehicles, while in revenue service, as determined and communicated by the City.

Contractor will procure and install "Measure A" signs to the exterior of the ADA vehicles or other vehicles funded in part by the Measure A program to standards adopted by the Santa Barbara County Association of Governments. City shall pay for cost of sign procurement and installation.

### **2.11 Operating During an Emergency**

In the event of an emergency, the Contractor shall deploy vehicles in a manner described by the City. Emergency service does not constitute an expansion or extension of service. The City shall be obligated to compensate the Contractor for emergency service which significantly exceeds the normal expense of operating the transit service during such period of declared emergency.

**PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL**

**APPENDIX 1  
THIRD PARTY CONTRACT CLAUSES**

**Federal Transit Administration and  
California Department of Transportation Required Provisions**

1. Source of Funding:  
This contract entered on \_\_\_\_\_ between the City of Guadalupe and  
(DATE)  
\_\_\_\_\_ for Public Transit Administration and  
(CONTRACTOR)  
Operations is being funded with the following fund source(s) and amounts:

<b>FUND SOURCE</b>	<b>AMOUNT</b>

Parties referenced in the following clauses are defined as:

“Awarding Agency” is the subrecipient of the State of California Department of Transportation.

“PROJECT” is the Awarding Agency’s federally supported project.

“CONTRACTOR” is the third-party vendor who has entered into this third-party contract with the Awarding Agency to provide goods or services directly to the Awarding Agency for the accomplishment of the PROJECT.

“Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

**For all Third-Party Contract Awards Excluding Micro-Purchases, Except Construction Contracts Exceeding \$2,000.00**

No Obligation to Third-Parties by use of a Disclaimer

- F. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
- G. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.



## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

- H. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder.

The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the Awarding Agency's obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

- I. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- J. Awarding Agency Approval of Subagreements. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation

### Program Fraud and False or Fraudulent Statements or Related Acts

- D. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.
- E. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- F. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### Access to Records

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits,

## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

### Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

### Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

### Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

### Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

- G. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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 from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.
- H. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the

## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

- I. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- J. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- K. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:
  3. Withhold payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
  4. Cancel, terminate, or suspend the Contract, in whole or in part.
- L. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation 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 directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

### Incorporation of FTA Terms

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 4220.1F 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. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Awarding Agency requests which would cause the Awarding Agency to be in violation of the FTA terms and conditions.

## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

### Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

### Awards Exceeding \$10,000.00

#### Additional Termination Provisions

- D. Termination for Convenience (General Provision). When it is in the Awarding Agency's best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the Awarding Agency. If the CONTRACTOR has any property in its possession belonging to the Awarding Agency, the CONTRACTOR will account for the same, and dispose of it in the manner the Awarding Agency directs.
- E. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the Awarding Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
- If it is later determined by the Awarding Agency that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the Awarding Agency, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.
- F. Mutual Termination. The PROJECT may also be terminated if the Awarding Agency and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

### Awards Exceeding \$25,000.00

#### Debarment and Suspension

- E. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- F. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded

## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.

- G. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its "principals," as defined at 49 CFR Part 29.
- H. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

### Awards Exceeding \$100,000.00

#### Buy America

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase equals or exceeds \$100,000.00. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

#### Provisions for Resolution of Disputes, Breaches, or Other Litigation

The Awarding Agency and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the Awarding Agency Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (10) working days to the Awarding Agency's Executive Director or his/her designee. If the CONTRACTOR'S challenge is not made within the ten (10) day period, the Awarding Agency Representative's decision shall become the final decision of the Awarding Agency. The Awarding Agency and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the Awarding Agency shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

#### Lobbying

- E. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying," 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal 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 grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;

## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

- F. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal 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 the form instructions.
- G. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.
- H. This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

### Clean Air

- C. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- D. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### Clean Water

- C. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- D. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## Awards with Transport of Property or Persons

### U.S. Flag Requirements (Cargo Preferences)(Fly America)

- D. Shipments by Ocean Vessel. For third-party contacts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subagreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preferences-U.S. Flag Vessels."
- E. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the

## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

"Fly America" Act and 49 U.S.C. Section 40118, "Use of United States of America Flag Carriers," and 41 CFR Section 301-10.131 through 301-10.143.

- F. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

### Awards with Transit Operations

#### Transit Employee Protective Arrangements (Transit Operation Only)

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

- C. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.
- D. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

#### Charter Service Operations

(Transit Operation and Rolling Stock Only) The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

#### School Bus Operations

(Transit Operation and Rolling Stock Only) Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment of facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

## **PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL**

---

### Vehicle Operator Licensing

The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.

### Drug-Free Workplace (FTA Section 5311 Awards)

The CONTRACTOR certifies by signing a Contract with the Awarding Agency that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any awarding agency at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected awarding agency at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

The following drug and alcohol testing options are compliant with drug and alcohol rules. One of these options must be selected. Options 2 and Options 3 require additional information to be completed.

**The City of Guadalupe requires its CONTRACTOR to be compliant with Option 1.**

#### *Drug and Alcohol Testing Option 1*

The CONTRACTOR agrees to:

Participate in the Awarding Agency's drug and alcohol program established in compliance with 49 CFR Part 655.

### **Awards with Rolling Stock**

#### Bus Testing

The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. Section 5318(e), 5323(c), and the FTA regulations, "Bus Testing," 49 CFR Part 665, and any revision thereto, including the certification that before expending any federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the ALTOONA Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the Awarding Agency.

#### Pre-Award and Post Delivery Audit

The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. Section 5323(l), 5323(m), and the FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, and any revision thereto.

### **Awards with Planning, Research, Development, and Documentation Projects**

#### Patent Rights & Rights in Data and Copyrights (Research or Data Development Only)

In accordance with 37 CFR Part 401, 49 CFR Parts 18 and 19, the CONTRACTOR must comply with patent and rights in data requirements for federally assisted contracts involving experimental, developmental, or research work. The Awarding Agency reserves a royalty-free, non-exclusive, and



## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and reserves the right to grant authority to others.

### Miscellaneous Special Requirements

#### Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

#### Section 504 and Americans with Disabilities Act Program Requirements

The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

#### DBE Contract Assurance

The CONTRACTOR, or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the Awarding Agency, the termination of this contract by the Awarding Agency, or such other remedy the STATE or Awarding Agency deems appropriate, which may include, but is not limited to:

- 5) Withholding monthly progress payments;
- 6) Assessing sanctions;
- 7) Liquidated damages; and/or
- 8) Disqualifying the CONTRACTOR from future bidding as non-responsive.

Awarding Agency shall notify the CALTRANS DBELO in the event the Awarding Agency finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.

#### DBE Participation Goal

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. **The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is 2.0%.**

Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:

3. If the offer meets the DBE contract goal the offeror must include with the offer a completed ADM-0227F form.
4. If the offer cannot meet the DBE contract goal the offeror must include with the offer a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form. The Awarding Agency must document concurrence with the offeror's GFE and provide a copy of the GFE to Caltrans DRMT Compliance Liaison for additional concurrence prior to contract award.

## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

The CONTRACTOR shall not terminate the DBE subcontractors listed on ADM-0227F without the Awarding Agency's prior written consent and concurrence from the CALTRANS DBELO. The Awarding Agency may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE SUBCONTRACTOR of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the CONTRACTOR shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the Awarding Agency in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.

### Continued Compliance

The Awarding Agency shall monitor the CONTRACTOR'S DBE compliance during the life of this contract and submit to the STATE a completed ADM-0369 form in each their request for reimbursement (RFR) packet.

### Prompt Payment and Return of Retainage

- E. The Awarding Agency shall comply with 49 CFR Part 26.29 and ensure the CONTRACTOR pay its subcontractors performing work satisfactorily completed related to this contract no later than thirty (30) days after the CONTRACTOR's receipt of payment for that work from the Awarding Agency.
- F. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
- G. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
- H. The CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the Awarding Agency. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

### Recycled Products

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

### Contract Work Hours and Safety Standards Act (Applicable to: Construction contracts and, in very limited circumstances, non-construction projects that employ laborers or mechanics on a public work.)

- C. The CONTRACTOR agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 33 and also ensure compliance of its subcontractors; if applicable, CONTRACTOR shall comply with DOL regulations "Safety and Health Regulation for Construction" 29 CFR Part 1926.
- D. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or

## PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL

---

mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek

### Awards with Construction Activities

#### Third Party Construction or Facility Improvement Contracts

- D. Davis Bacon Act (>\$2,000.00). In accordance with requirements of 49 U.S.C. Section 5333(a) and the implementing regulations of 29 CFR Part 5, the CONTRACTOR shall comply with the employee protection requirements of the Davis-Bacon Act for construction activities exceeding \$2,000.00 performed in connection with the PROJECT. The Davis-Bacon Act applies to contracts in excess of \$2,000.00 for construction, alteration, or repair of public buildings or public works and requires the inclusion of a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor.
- E. Bonding. For contracts or subagreements exceeding \$100,000.00, the following bonding requirements must be included: Bid guarantee from each CONTRACTOR equivalent to five (5%) percent of the bid price; performance bond on the part of the CONTRACTOR for 100 (100%) percent of the contract price; and payment bond in the amount of either (1) 50% of the contract price if the contract price is not more than \$1 million dollars or, (2) 40% of the contract price if the contract price is more than \$1 million
- F. Copeland Anti-Kickback Act. For contracts or subagreements exceeding \$100,000.00 and in accordance with 18 U.S.C. Section 874, Copeland "Anti-Kickback" Act, 29 CFR Part 3, the "CONTRACTOR and subcontractors on Public Building or Public Work Financed in part by Loans or Grants from the United States," the CONTRACTOR and subcontractor are prohibited from including, by any means, any employee, to give up any part of his or her compensation to which he or she is otherwise entitled.

#### Seismic Safety

The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract including work performed by a subagreements is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the PROJECT.

**APPENDIX 2  
STANDARD CONTRACT**

This item will be made available electronically upon written request. Written request must be received no later than 4:00 p.m., April 8, 2019.

**PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL**

---

**APPENDIX 3  
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (primary bidder), certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not within a three-year period preceding the application/proposal had one or more public transaction (Federal, State, or Local) terminated for cause or 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 CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 et seq. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Typed Name and Title of Authorized Official

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

\_\_\_\_\_  
Date

The undersigned chief legal counsel for the \_\_\_\_\_  
(Name of Primary Participant)

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 Applicant's Attorney

\_\_\_\_\_  
Date

**PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL**

---

**APPENDIX 4  
CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT,  
SUSPENSION, AND OTHER INELIBILITY AND VOLUNTARY EXCLUSION**

The Lower-Tier Participant (sub-contractor) certifies by submission of this proposal that neither it is nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Lower Tier Participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE LOWER TIER PARTICIPANT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 et seq. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Typed Name and Title of Authorized Official

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

\_\_\_\_\_  
Date

The undersigned chief legal counsel for the \_\_\_\_\_  
(Name of Lower-Tier Participant)

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 Applicant's Attorney

\_\_\_\_\_  
Date

**APPENDIX 5  
CERTIFICATION OF RESTRICTION ON LOBBYING**

The undersigned certifies, to the best of his/her knowledge and belief, that,

1. No federally appropriated funds have been 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 in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into the 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 the federally appropriated funds have been paid or will be paid 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 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. (Standard Form LLL can be downloaded from <http://www.whitehouse.gov/sites/default/files/omb/grants/sfillin.pdf>.)
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, loan, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance is 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 Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Company Name: \_\_\_\_\_

By (signature of company official here)

\_\_\_\_\_

Printed or typed name and title of company official

\_\_\_\_\_

\_\_\_\_\_

**PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL**

---

**APPENDIX 6  
BUY AMERICA CERTIFICATE**

**Certificate of Compliance with Section 165(a)**

The bidder hereby certifies that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

Or

**Certificate of Non-Compliance with Section 165(a)**

The bidder hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or 165(b)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR 661.7

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title



**APPENDIX 7  
PROTEST PROCEDURES AND APPEAL  
OF CITY OF GUADALUPE'S DECISION TO CALTRANS**

Pre-Award Protests. Direct protests concerning the City of Guadalupe's pre-award process in writing (via mail or fax only) to City Administrator, City of Guadalupe, 918 Obispo Street, Guadalupe, CA 93434, fax: (805) 343-5512, by 5:00 p.m. of the day prior to the closing date for the receipt of proposals. The City Administrator will respond to these protests by 5:00 p.m. of the 15<sup>th</sup> day following receipt of the protest, by express mail, email and/or fax.

Post-Award Protests. Direct protests concerning the City of Guadalupe's post-award process in writing (via mail or fax only) to City Administrator, City of Guadalupe, 918 Obispo Street, Guadalupe, CA 93434, fax: (805) 343-5512, by 5:00 p.m. of the third day following the closing date for the receipt of proposals. The City Administrator will respond to these protests by 5:00 p.m. of the 15<sup>th</sup> day following receipt of the protest, by express mail, email and/or fax.

Appeal of the City of Guadalupe's decision to Caltrans. Under limited circumstances, after an interested party has exhausted its administrative remedies at the City of Guadalupe's level, the interested party may appeal the City's decision to the California Department of Transportation (Caltrans). The deadline for pre-award protest appeals to Caltrans is 5:00 p.m. of the 10<sup>th</sup> day following the issuance of the City's decision regarding the initial protest. The deadline for post-award protest appeals to Caltrans is 5:00 p.m. of the 10<sup>th</sup> day following the issuance of the City's decision regarding to the initial protest.

Caltrans limits review of appeals to:

- 1) The City of Guadalupe's procedural failures (the City does not have protest procedures, or has not complied with its protest procedures, or has not reviewed the protest when presented an opportunity to do so.)
- 2) Violations of Federal law or regulations
- 3) Violations of State or local law or regulations

Appeals to Caltrans must:

- 1) State the name and address of the interested party.
- 2) Identify the City of Guadalupe as responsible for the RFP process.
- 3) State the grounds for appeal, with supporting documentation.
- 4) Include a copy of the protest filed with the City of Guadalupe and a copy of the City's decision.
- 5) State the relief sought from Caltrans.

Direct appeals (via mail or fax only) to:

California Department of Transportation  
Division of Rail & Mass Transportation, MS 39  
PO Box 942874  
Sacramento, CA 94274-0001

Send a copy (via mail or fax only) of the appeal to the City of Guadalupe.

## **PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL**

---

### **Appeal of Caltrans's determination to the Federal Transit Administration**

Appeals to the FTA All protest decisions must be in writing. A protester must exhaust all administrative remedies with the grantee (Caltrans) before pursuing a protest appeal with FTA.

Reviews of protests by FTA will be limited to:

- 1) A grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- 2) Violations of Federal law or regulation.

An appeal to FTA must be received by the cognizant FTA Region IX or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA.

**PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL**

**APPENDIX 8  
SAMPLE TRANSIT OPERATIONS REPORT**

	Week 1	Week 2	Week 3	Week 4	Week 5	Month TOTAL
<b>FARE REVENUE</b>						
Cash		\$ -	\$ -	\$ -	\$ -	\$ -
Punch Cards		\$ -	\$ -	\$ -	\$ -	\$ -
<b>HOURS</b>						
Revenue Hours- Fixed Route						0
Revenue Hours- DAR						0
<b>Total Revenue Hours</b>	0	0	0	0	0	0
Revenue Hours- Fixed Route						0
Revenue Hours- DAR						0
<b>Total Deadhead Hours</b>	0	0	0	0	0	0
<b>System Total Hours</b>	0	0	0	0	0	0
<b>MILES</b>						
Revenue Miles- Fixed Route						0
Revenue Miles- DAR						0
<b>Total Revenue Miles</b>	0	0	0	0	0	0
Non-revenue (Deadhead) Miles - Fixed						0
Non-revenue (Deadhead) Miles - DAR						0
<b>Total Deadhead Miles</b>	0	0	0	0	0	0
<b>Total Combined Miles</b>	0	0	0	0	0	0
<b>RIDERSHIP FIXED ROUTE</b>						
Adult						0
Senior/Disabled						0
Child						0
Free						0
<b>Total Passengers</b>	0	0	0	0	0	0
<b>RIDERSHIP DAR</b>						
Adult						0
Senior/Disabled						0
Child						0
Free						0
<b>Total Passengers</b>	0	0	0	0	0	0
<b>PERFORMANCE</b>						
Late Trips (+5 Minutes)	0	0	0	0	0	0
Wheelchair Boardings	0	0	0	0	0	0
Missed Trips	0	0	0	0	0	0
Complaints	0	0	0	0	0	0
Road Calls	0	0	0	0	0	0
Incidents/Accidents	0	0	0	0	0	0
<b>STATISTICS</b>						
Ridership % Adult - Fixed	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Senior/Disabled - Fixed	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Child - Fixed	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Free - Fixed	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Adult - DAR	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Senior/Disabled - DAR	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Child - DAR	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Free - DAR	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Adult - System	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Senior/Disabled - System	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Child - System	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Free - System	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
<b>EMPLOYEE HOURS</b>						
Operators- Fixed Route						0
Operators- Dial-A-Ride						0
Dispatch						0
Management						0
Administration & Training						0
Safety Meetings						0

**APPENDIX 9  
NATIONAL TRANSIT DATABASE REPORTING REQUIREMENTS**

For detailed National Transit Database reporting requirements, refer to the Federal Transit Administration's National Transit Database homepage at [www.transit.dot.gov/ntd](http://www.transit.dot.gov/ntd).

**APPENDIX 10  
FEDERAL DRUG AND ALCOHOL TESTING REGULATIONS  
CONTRACTOR COMPLIANCE GUIDELINES**

CONTRACTOR shall conduct an ongoing drug and alcohol testing program which shall meet the requirements Section 53075.5 of the California Government Code, as amended, and all applicable state and federal statutes.

Federal Transit Administration standards are referenced below and can be found at:

<https://transit-safety.fta.dot.gov/DrugAndAlcohol/Regulations/Regulations/default.aspx>

**49 CFR Part 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations**

August 9, 2001

Federal Register Vol. 66

Pages 41996-42036

**Amended:**

December 31, 2003

Federal Register Vol. 68

Pages 75455-75466

Primary Topic: One Page MIS Form

November 30, 2006

Federal Register Vol. 71

Pages 69195-69198

Primary Topic: Applicability of FTA and USCG Regulations to Ferryboats

January 9, 2007

Federal Register Vol. 72

Pages 1057-1058

Primary Topic: Revised Testing Rates

June 25, 2013

Federal Register Vol. 78

Pages 37991-37994

Primary Topic: Final Rule

December 12, 2018

Federal Register Vol. 83

Pages 63812-63813

Primary Topic: Notice of calendar year 2019 random drug and alcohol testing rates

## **PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL**

---

### **49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs**

December 19, 2000

Federal Register Vol. 65

Pages 79462-79579

#### **Amended:**

January 17, 2001

Federal Register Vol. 66

Pages 3884-3885

Primary Topic: Final Rule; Correction

August 9, 2001

Federal Register Vol. 66

Pages 41944-41955

Primary Topic: Final Rule

October 1, 2002

Federal Register Vol. 67

Pages 61521-61523

Primary Topic: Final Rule

July 25, 2003

Federal Register Vol. 68

Pages 43946-43964

Primary Topic: Final Rule

January 22, 2004

Federal Register Vol. 69

Pages 3021-3022

Primary Topic: Final Rule

August 23, 2006

Federal Register Vol. 71

Pages 49382-49384

Primary Topic: Final Rule

June 25, 2008

Federal Register Vol. 73

Pages 35961-35975

Primary Topic: Final Rule

November 20, 2008

Federal Register Vol. 73

Pages 70283-

Primary Topic: Final Rule

July 30, 2009

Federal Register Vol. 74

Pages 37949-

Primary Topic: Final Rule

February 25, 2010

Federal Register Vol. 75

Pages 8528-8547

Primary Topic: Final Rule

## **PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL**

---

July 2, 2010  
Federal Register Vol. 75  
Pages 38422-38423  
Primary Topic: Final Rule

August 16, 2010  
Federal Register Vol. 75  
Pages 49850-49864  
Primary Topic: Final Rule

September 27, 2011  
Federal Register Vol. 76  
Pages 59574-59578  
Primary Topic: Final Rule; Technical Amendment

October 3, 2012  
Federal Register Vol. 77  
Pages 60318-60319  
Primary Topic: Final Rule

April 13, 2015  
Federal Register Vol. 80  
Pages 19551-19553  
Primary Topic: Final Rule

August 8, 2016  
Federal Register Vol. 81  
Pages 52364-52365  
Primary Topic: Final Rule

November 13, 2017  
Federal Register Vol. 82  
Pages 52229-52248  
Primary Topic: Final Rule

APPENDIX 11  
GUADALUPE TRANSIT FLEET ROSTER

VEHICLE #	YEAR	VEHICLE MAKE	SEATING	FUEL TYPE
153	2005	Gillig 29-ft low-floor	28+2 WC	Diesel
154	2007	Gillig 29-ft low-floor	28+2 WC	Diesel
155	2008	Ford e250 raised-roof van	8+2 WC	Gas
156	2010	Gillig 40-ft low-floor	39+2 WC	Diesel
157	2016	Gillig 40-ft low-floor	39+2 WC	Diesel
158	2016	Ford transit van	7+2 WC	Gas
159	2019	<i>Gillig 29-ft low-floor</i>	28+2 WC	<i>Diesel</i>



**PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS: REQUEST FOR PROPOSAL**

**APPENDIX 12  
COST/PRICE PROPOSAL FORMAT (REQUIRED)**

**SMOOTH, Inc.**

	Year 1	Year 2	Year 3	Option Year 1	Option Year 2	Option Year 3
	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Estimated Annual Revenue Hours, Flyer and Shuttle	6,134	6,134	6,134			
Unit Cost per Revenue Hour, Flyer and Shuttle	<b>\$50.59/hr.</b>	<b>\$51.60/hr.</b>	<b>53.15/hr.</b>			
Subtotal Cost, Flyer and Shuttle (Unit Cost * Annual Revenue Hours)	\$310,320	\$316,515	\$326,022	CPI*	CPI*	CPI*
Estimate Annual Revenue Hours, ADA	750	750	750			
Unit Cost per Revenue Hour, ADA	<b>\$49.75/hr.</b>	<b>50.75/hr.</b>	<b>52.27/hr.</b>			
Subtotal Cost, ADA (Unit Cost * Annual Revenue Hours)	\$37,313	\$38,063	\$39,203	CPI*	CPI*	CPI*
<b>Grand Total Cost</b>	\$347,633	\$354,578	\$365,225	CPI*	CPI*	CPI*

**APPENDIX 13  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND DBE PARTICIPATION GOAL**

**NOTICE TO BIDDERS/PROPOSERS  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM  
AND  
DBE PARTICIPATION GOAL**

The Department of Transportation (Caltrans) has set an overall annual DBE goal comprising of both race neutral and race conscious elements to be in compliance with Title 49, Code of Federal Regulations, Part 26 (49 CFR 26). This regulation requires that all recipients of United States Department of Transportation (USDOT), Federal Transit Administration (FTA) federal-aid shall establish an overall annual Disadvantaged Business Enterprises (DBE) goal. Caltrans is required to report to FTA the DBE participation for all federal-aid contracts each year so that the overall annual DBE goal attainment efforts may be evaluated. Caltrans encourages DBE participation in the performance of agreements financed in whole or in part with federal funds.

Bidders and proposers are advised that Caltrans has established a federally mandated overall annual DBE goal comprising both race neutral and race conscious elements to ensure equal participation of DBE groups specified in 49 CFR 26.5. In compliance with 49 CFR 26, Caltrans set a contract goal for DBEs participating in this solicitation expressed as a percentage of the total dollar value of the resultant agreement.

**The DBE participation goal for this solicitation is two percent (2%).**

To ensure applicable participation of the specified DBEs as defined in 49 CFR 26.5, this solicitation's goal applies to the following certified DBE groups: African Americans, Asian-Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or Women. Only DBE participation will count toward the contract goal for this solicitation.

The attached Kform15drmt, Disadvantaged Business Enterprise (DBE) Information and Instructions for Bidders must be included with the solicitation. The subsequent forms **must** be submitted with the bid, cost proposal, price and/or rate schedule by the bid due date and time as indicated in the solicitation:

- **ADM-0227f: Disadvantaged Business Enterprise (DBE) Information Participation, and/or**
- **ADM-0312f: Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation**

Failure to complete and submit the required DBE information and forms, will be grounds for finding the bidder/proposer non-responsive and cause for rejection of the bid/proposal (also refer to the solicitation, Special Programs).

**New Requirement effective February 28, 2011:** The bidder/proposer awarded the Agreement shall complete and submit ADM-3069, Disadvantaged Business Enterprises Utilization Report with each invoice as required in the Proposed form of Agreement's Exhibit B, Budget Detail and Payment Provisions and Exhibit D, Special Terms and Conditions.

Please read this Notice and Attachments very carefully as bidder/proposer is responsible to ensure bid submittal documents are complete and accurate.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS**

**A) AUTHORITY AND BIDDER'S RESPONSIBILITY**

This solicitation is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS. Bidders/Proposers (bidder) shall be fully informed of the requirements of the regulations and Caltrans' DBE Program developed pursuant to the regulations. It is the policy of the State of California, Department of Transportation (Caltrans), that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26, be encouraged to participate in the performance of Agreements financed in whole or in part with federal funds. The Bidder should ensure that DBE firms have an opportunity to participate in the performance of this solicitation and shall take all necessary and reasonable steps for this assurance. The bidder shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

**Terms as used in this document:**

- 'Caltrans' means 'State of California, Department of Transportation'
- 'Awarding Agency' means the agency that let the contract and subrecipient of Caltrans
- 'Agreement' also means 'Contract'
- 'Bidder' also means 'proposer' or 'offeror'
- 'Work Codes' indicate the types of work DBE firms are certified to perform

It is the bidder's responsibility to make work available to DBEs and select portions of work, services, or materiel needed from the Scope of Work. The required work, services and/or materiel must be relevant to the DBEs work codes to meet the contract goal for DBE participation in this solicitation or provide information to establish, that prior to bidding, the bidder made an adequate Good Faith Effort (GFE) to meet the goal.

To be eligible for award of the Agreement, the bidder shall demonstrate that the contract goal for DBE participation was met or that, prior to bidding, an adequate GFE to meet the goal was made. Preliminary determination of goal attainment or GFE by the bidder will be by the Awarding Agency. Final determination of goal attainment or GFE by the bidder will be at Caltrans' discretion.

Bidder is cautioned that even though its submittal indicates it will meet the stated DBE goal, its submittal should also include its GFE documentation along with DBE goal information to protect its eligibility for award of the Agreement in the event Awarding Agency, in its review, finds that the goal has not been met.

---

**It is the bidder's responsibility to verify DBE certifications.**

---

**B) SUBMISSION OF DBE INFORMATION AND PARTICIPATION**

In order to be considered a responsible and responsive bidder, the bidder must meet the contract goal and/or make a GFE to meet the contract goal for DBE participation as established for this Agreement (refer to Section III, DBE Certification Requirements, Section 4). Bidder shall submit the attached form(s).

- ADM-0227f, Disadvantaged Business Enterprise (DBE) Information
- ADM-0312f, Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation. Bidder shall provide sufficient documentation to demonstrate adequate GFEs were made. For disqualification examples, refer to the Instructions to Bidder/Proposer on page 1 of the ADM-0312f.

**C) DBE CERTIFICATION REQUIREMENTS**

It is the bidder's responsibility to be fully informed regarding the requirements of 49 CFR 26 and Caltrans' DBE Program developed pursuant to the regulations. Particular attention is directed to the following:

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS**

Kform15dmt (Rev. 03/2019) Page 2 of 5

---

1. A DBE must be a small business firm defined pursuant to Section 3 of the Federal Small Business Act and certified through the California Unified Certification Program (CUCP). A DBE firm is a DBE certified through CUCP. In accordance with 49 CFR 26, the DBE must be certified by bid opening date of the Invitation for Bid (IFB), the Request for Proposal (RFP), or the Architectural and Engineering (A&E) Request for Quotations (RFQ), before credit may be considered toward meeting the DBE goal. It is the bidder's (prime contractor's) responsibility to verify that DBEs are certified by accessing the CUCP database.
2. The CUCP database includes DBEs certified from all certifying agencies participating in the CUCP. If a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
3. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity (OBEO) web site at: <http://www.dot.ca.gov/hq/bep/>.
  - Click on the blue DBE Search Click Here button
  - Click on Click To Access DBE Query Form
  - Searches can be performed by one or more criteria
  - Follow instructions on the screen (read about NAICS definitions below)
  - "Start Search", is located at the bottom of the query form,
  - "Civil Rights Home" (OBEO), "Caltrans Home", and "Instructions/Tutorial" links are located on top of the query page.

---

**MUST USE EITHER INTERNET EXPLORER 5.5 OR NETSCAPE 7 (OR GREATER) FOR THIS DATABASE.**

---

### **Resources to Obtain a List of Certified DBEs for Caltrans Solicitations**

Contractors bidding on Caltrans solicitations with a contract goal for DBE participation may contact the DBE supportive services consultant or obtain lists of certified DBEs from the CUCP database referenced above.

### **NAICS Work Codes and Work Descriptions**

The North American Industry Classification System (NAICS) work codes are used to identify the type of work performed by DBEs. You will need to have the NAICS work code numbers before querying. The United States (US) Census Bureau has developed cross-references from Standard Industrial Classification (SIC) codes to the NAICS codes. Please visit the US Census Bureau web site for more information concerning work areas related to NAICS 237310 Highway, Street, and Bridge Construction, at the following location: <http://www.census.gov/epcd/naics02/def/ND237310.HTM>.

### **How to Obtain a Quarterly List of Certified DBEs without Internet Access**

If you do not have Internet access, Caltrans also publishes a quarterly directory of certified DBE firms extracted from the on-line database. A copy of the quarterly directory of certified DBEs may be ordered from the Caltrans' Division of Procurement and Contracts/Materiel and Distribution Branch/Publication Unit by calling (916) 263-0822.

4. In order to be considered a responsible and responsive bidder, the bidder must meet the contract goal and/or make a Good Faith Effort to meet the contract goal for DBE participation established for the Agreement. The bidder can meet this requirement in one of two ways:
  - a. Meet the contract goal and document commitments for participation by DBE firms.
  - b. If the contract goal is not met or is partially met, the bidder must document an adequate GFE.
5. A bidder (prime contractor), who is not a certified DBE, will be required to document one or a combination of the following:
  - a. The bidder will meet the contract goal for DBE participation through work performed by DBE subcontractors, suppliers, or trucking companies.
  - b. Prior to bidding, the bidder made an adequate GFE to meet the contract goal for DBE participation.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS**

Kform15dmt (Rev. 03/2019) Page 3 of 5

---

6. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
7. A certified DBE bidder not bidding as a joint venture with a non-DBE, is required to document one or more of the following:
  - a. The DBE bidder will meet the goal by performing work with its own forces.
  - b. The bidder will meet the contract goal for DBE participation through work performed by DBE subcontractors, suppliers, or trucking companies.
  - c. Prior to bidding, the bidder made adequate GFEs to meet the contract goal for DBE participation.
8. A DBE joint venture partner must be responsible for specific Agreement items of work, or portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces.
9. The DBE joint venture partner must share in the capital contributions, control, management, risks and profits of the joint venture. The DBE joint venture must attach and submit the joint venture agreement with the ADM 0227F as instructed on page 2 of the form.
10. A DBE must perform a Commercially Useful Function (CUF), pursuant to 49 CFR 26, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible for materiel and supplies to be used on the Agreement for negotiating price, determining quality, and quantity, installing (where applicable), and paying for the material itself.
11. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in its bid/proposal and all DBE subcontractors must be listed in the bid/cost proposal list of subcontractors.
12. Any dollar amount of work, service or supplies proposed for DBE participation can be counted only once. That is, any further subcontracting or spending for DBE work, service or supplies already credited once for DBE participation cannot be counted again.
13. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the goal except that portion of the work to be performed by non-DBE subcontractors.
14. If the bidder performs and documents an adequate GFE to meet the goal, the award cannot be denied on the basis that the bidder failed to meet the goal.

**D) CREDIT: MATERIEL – SUPPLIES – TRUCKING COMPANIES**

**A. CREDIT FOR MATERIEL OR SUPPLIES PURCHASED FROM DBEs WILL BE AS FOLLOWS:**

1. If the materiel or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materiel or supplies will count toward the DBE goal.
2. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materiel, supplies, articles, or equipment required under the Agreement and of the general character described by the Agreement.
3. If the materiel or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materiel or supplies will count toward the DBE goal.
4. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materiel, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock and regularly sold or leased to the public in the usual course of business.
5. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business as

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS**

provided in this paragraph if the person both owns and operates distribution equipment for the products.

6. Any supplementing of regular dealers' own distribution equipment shall be a long-term lease Agreement and not on an ad-hoc or Agreement by Agreement basis.
7. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.
8. Credit for materiel or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commission charged for assistance in the procurement of the materiel and supplies or fees or transportation charges for the delivery of materiel or supplies required on a job site, provided the fees are reasonable and not excessive as compared with similar fees charged for services. The cost of materiel or supplies is not counted toward the DBE goal in this instance.

**B. CREDIT FOR DBE TRUCKING COMPANIES WILL BE AS FOLLOWS:**

1. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular Agreement and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
3. The DBE will receive credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. A lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from being used by others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck.
7. Leased trucks must display the name and identification number of the DBE.

**E) USE AND/OR TERMINATION OF PROPOSED DBEs**

If awarded the Agreement, the successful bidder must use the DBE subcontractor(s) and or supplier(s) proposed in its bid/proposal.

The Contractor may not substitute, add or terminate a subcontractor, supplier or, if applicable, a trucking company, listed in the original bid/proposal without the prior written approval by the Awarding Agency Contract Manager and concurred by Caltrans and only as allowable as specified in the Agreement. This includes work that a prime contractor can perform with its own forces, or with a non-DBE firm, or another DBE firm.

Prior to the termination request, the prime contractor must notify the DBE, in writing, of the intent to terminate allowing for five days of response time in opposition of the rejection.

The prime contractor must have good cause in which to terminate the DBE firm. A good cause includes:

1. The DBE fails or refused to execute a written contract.
2. The DBE fails or refuses to perform the work consistent with normal industry standards.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS**

Kform15dmt (Rev. 03/2019) Page 5 of 5

---

3. The DBE fails or refuses to meet the prime contractor's nondiscriminatory bond requirements.
4. The DBE becomes bankrupt or has credit unworthiness.
5. The DBE is ineligible to work because of suspension and debarment.
6. It has been determined that the DBE is not a responsible contractor.
7. The DBE voluntarily withdraws, with written notification, from the contract.
8. The DBE is ineligible to receive credit for the type of work required.
9. The DBE owner dies or becomes disabled resulting in the inability to perform the work on the contract.
10. Or other documented compelling reason.

The Contractor must make an adequate GFE to find another certified DBE subcontractor to substitute for the original DBE. The GFE shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was substituted or terminated to the extent needed to meet the established contract goal for DBE participation.

The requirement that DBEs must be certified by the bid opening date does not apply to DBE substitutions after award of the Agreement. Substitutions of DBEs after award must be certified at the time of the substitution or addition.

**F) AWARD**

Award of the Agreement will be in accordance with the respective solicitation.

The bidder awarded the Agreement shall be responsible for implementing the applicable requirements of 49 CFR 26 in performance of the Agreement.

The bidder awarded the Agreement shall complete and submit ADM-3069, Disadvantaged Business Enterprises Utilization Report with each invoice.





**DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION**

AUTHORITY: Title 49, Code of Federal Regulations, Part 26 (49 CFR 26)

INSTRUCTIONS FOR COMPLETING FORM ADM-0227f (Please Type or Print Legibly):

**PART A – CONTRACTOR INFORMATION**

**CONTRACTOR'S BUSINESS INFORMATION:** Bidder's/Proposer's Business Name, Address, City, State, Zip Code, Contact Person, Business Phone, Fax Number, and Email Address.

**Agreement Number:** The Agreement number is the same number as the Invitation for Bid (IFB) or Request for Proposal (RFP) number.

**CONTRACT DOLLAR AMOUNT:** Total dollar amount that Contractor proposes to accomplish the Agreement.

**Date:** Date this form is completed.

**PART B – DBE INFORMATION AND DOCUMENTS**

- PRIME:** Complete if Prime is a certified DBE.
- Sub-Contractor:** Complete if the Subcontractor(s)/Supplier(s) are certified DBE. Please make and attach additional copies of page 1 if needed. Attach a copy of the bid (or price quote) from the DBE (on the DBE's Letterhead) for all DBEs listed.
- Column 1:** Enter the names (includes all certified DBE Prime and Subcontractors) and complete addresses of all certified DBE Contractor/Subcontractor/Supplier(s) that will be used in the Agreement.
- Column 2:** Enter the area code and phone number of the corresponding certified DBE listed in Column 1.
- Column 3:** Enter the Contracting Tier number for each DBE correspondingly listed in Column 1: 0 = Prime or Joint Consultant, 1 = Primary Subcontractor, 2 = Subcontractor/Supplier of level 1 Primary Subcontractor.
- Column 4:** Enter a description that briefly captures the work to be performed or supplies to be provided by each corresponding DBE firm listed in Column 1.
- Column 5:** Enter the DBE or CUCP Certification Number for the corresponding DBE listed in Column 1. Self-certification is NOT acceptable. DBEs must be certified by the submittal date identified in the IFB or RFP. For more certification and verification information, refer to the IFB's or RFP's Notice to Bidders/Proposers Disadvantaged Business Enterprise (DBE) Program and Participation Goal.
- Column 6:** Enter the correct Ownership Code number below for the corresponding DBE listed in Column B.
- |                       |                                 |                    |
|-----------------------|---------------------------------|--------------------|
| 1 = Black American    | 4 = Asian-Pacific American      | 7 = Woman          |
| 2 = Hispanic American | 5 = Subcontinent Asian American | 8 = Other          |
| 3 = Native American   | 6 = Caucasian                   | 9 = Not Applicable |

**Column 7-8:** Enter the dollar and/or percentage (%) of the dollar (\$) value claimed for each corresponding DBE listed in Column 1.

EXAMPLE:

**PART B – DBE INFORMATION AND DOCUMENTATION (Refer to Instructions in Page 2 of this form. Bidder/Proposer shall verify DBE certifications.)**

(1) List Name(s) and addresses of all DBEs that will participate in this Agreement:	(2) Area Code & Phone Number	Tier	(4) Description of Work, Services, or Material Supplied	(5) DBE or CUCP Certification Number.	(6) Ownership Code	(7) DBE \$ Amount Claimed	(8) % of \$ Value Claimed	(9) Caltrans Use Only %
1B Jane Prime Inc., 1234 Jane's Street, Jane's City, CA, 04321	(XXX) 000-1111	0	Project management	XXXXXXXX	7, 5	48,000	48%	
Joe Subcontractor Inc., 4567 Joe's Street, Joe's City, CA, 07654	(XXX) 111-0000	1	Design, surveys, environmental testing	000000000000	6	42,000	42%	
Supplier International LLC, 1100 X Street, Supplier's City, CA 45670	(111)XXX-0001	2	Survey instruments, testing materials	11111111111111	3	10,000	10%	

**ADDITIONAL INFORMATION:**

- Form ADM-0312f should be submitted with the ADM-0227f to demonstrate good faith efforts (GFE) AND protect bidder's/proposer's eligibility for contract award in the event Caltrans determines the bidder/proposer failed to meet the DBE goal.
- A DBE joint venture partner shall submit the joint venture agreement with the form ADM-0227f.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION  
**BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION**

ADM-0312f (REV 06/2012), Page 1 of 4

CONTRACTOR'S NAME

IFB OR RFP OR RFQ NUMBER

DATE

**BIDDER/PROPOSER INSTRUCTIONS:** Submittal of only the Disadvantaged Business Enterprise (DBE) Information/Participation form, ADM-0227f, may not provide sufficient documentation to demonstrate that adequate good faith efforts (GFE) were made by the bidder/proposer. Bidder/proposers pursuing goal attainment should always submit documentation for making GFE to protect its eligibility for award should Caltrans, in its evaluation, find that the goal was not met. Examples of disqualification may include but are not be limited to: 1) A DBE subcontractor was not certified by Caltrans or a state or local participating agency that has a reciprocal agreement with Caltrans, by the bid/proposal due date and time; or 2) Bidder/proposer made a mathematical error resulting in failure to meet the goal. Bidder/Proposer must make an adequate GFE to be responsive. When applying for a determination of a GFE when no contract goals have been attained or when only partial goal(s) have been attained, bidders/proposers shall complete this Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation form, ADM-0312f, and submit the requested information below with its bid by the bid due date and time.

**Bidder/Proposer is responsible to: (1) ensure information is complete and accurate, and (2) verify DBE certifications.**

**1. ADVERTISEMENT DOCUMENTATION**

List names and dates of each general circulation newspaper, trade paper and minority focused paper or other publication in which a request for DBE participation was placed. Attach a copy of the advertisement or proof of publication.

TITLE OF PUBLICATION	PUBLICATION DATE(S)	TITLE OF PUBLICATION	PUBLICATION DATE(S)

**2. DBE DOCUMENTATION**

- List the names and dates of written notices sent to certified DBE firms soliciting bids for the contract.
- List the dates and methods used for following up initial solicitations to determine with certainty whether or not the DBEs were interested.
- Attach a copy of any solicitation package, phone records, fax confirmations or solicitation follow-up correspondence sent to DBE firms.
- Identify information submitted to the bidder for this solicitation:

Check the appropriate box:

IFB

RFP

RFQ

**SOLICITATION**

DATE MAILED	DATE PHONED	DATE OF FOLLOW-UP	FOLLOW-UP METHOD PHONE/EMAIL	NAME OF FIRM SOLICITED	CONTACT NAME	PHONE NUMBER

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION  
**BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION**  
 ADM-0312f (REV 6/2012) Page 2 of 4

CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER
	DATE

**2. DBE DOCUMENTATION (Continued)**

**SOLICITATION**

DATE MAILED	DATE PHONED	DATE OF FOLLOW-UP	FOLLOW-UP METHOD PHONE/EMAIL	NAME OF FIRM SOLICITED	CONTACT NAME	PHONE NUMBER

**3. ITEMS OF WORK**

Identify the items of work made available to DBE firms, including, where appropriate, any breakdown of the contract work into economically feasible units to facilitate DBE participation. Bidder/Proposer shall demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

ITEMS OF WORK:

BREAKDOWN OF ITEMS:



**BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION**

ADM-0312f (REV 06/2012) Page 4 of 4

CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER
DATE	

**6. ASSISTANCE TO DBEs – Equipment/Materials, etc.**  
 Identify efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.

**7. ADDITIONAL DATA**

Provide any additional data to support a demonstration of GFE such as contacts with DBE assistance agencies. Identify the names of agencies, organizations, and groups providing assistance in contacting, recruiting, and using DBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, internet pages, etc.

NAME OF AGENCY/ORGANIZATION	METHODS/DATE OF CONTACT	RESULTS

**ADA Notice** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 9581

CITY OF GUADALUPE, CA  
REQUEST FOR PROPOSALS  
RFP 2019 - 01

**PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS**

**ADDENDUM #1  
APRIL 10, 2019**

**All prospective bidders must acknowledge receipt of Addendum #1 with respect to the City of Guadalupe's Request for Proposals RFP 2019 – 01.**

Addendum #1 contains the following information and attachments:

1. Responses to written questions received.

I hereby acknowledge receipt of Addendum #1 and all supplemental attachments.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name, Title

**ADDENDUM #1  
RESPONSES TO QUESTIONS RECEIVED  
APRIL 10, 2019**

The following question was received by the question deadline of April 8, 2019. The City's response is provided below.

**Question:** The RFP identifies on page 1 and page 6 the need for (1) Original copy and (4) copies. Later in the RFP on page 18 the need for FIVE (5) bound hard copies and ONE (1) electronic copy on a UCB drive. Please clarify.

**Response:** Please provide one (1) bound original and four (4) bound copies of your proposal as well as one (1) electronic copy on a USB drive. Bound proposals may be spiral-bound or in a three-ring binder.

The deadline for submittal of proposals remains Monday, April 29, 2019, at 2:00 p.m. Pacific Time.



**RESOLUTION NO. 2019-29**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE  
ADOPTING AN AMENDED MEASURE A FIVE-YEAR LOCAL PROGRAM OF PROJECTS  
FOR FISCAL YEARS 2019-20 THROUGH 2023-24**

**WHEREAS**, on November 4, 2008, the voters of Santa Barbara County approved the Santa Barbara Transportation Improvement Program Ordinance and Expenditure Plan known as Measure A; and

**WHEREAS**, The Ordinance provides that the Santa Barbara County Local Transportation Authority shall annually approve a program of projects submitted by local jurisdictions identifying those transportation projects eligible to use Measure A funds during the succeeding five-year period; and,

**WHEREAS**, the City of Guadalupe was provided with an estimate of annual Measure A local revenues for fiscal years 2019-20 through 2023-24; and,

**WHEREAS**, the City of Guadalupe has held a public hearing in accordance with Section 18 of the Ordinance; and,

**WHEREAS**, the City of Guadalupe first adopted the Five Year Program of Project at a regular meeting on April 9<sup>th</sup>, 2019;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Guadalupe as follows:

**SECTION 1.** The City of Guadalupe does hereby adopt the attached amended Five Year Program of Project to be funded in part with Measure A revenues; and,

**SECTION 2.** The City of Guadalupe certifies that it will include in its budget an amount of local discretionary funding for local streets and roads sufficient to comply with the Maintenance of Effort requirements contained in Section 27 of the Ordinance; and,

**SECTION 3.** The City of Guadalupe will not use Measure A revenue to replace private developer funding that has been committed to a transportation project or would otherwise be required under current City policies; and,

**SECTION 3.** The City of Guadalupe has complied with all other applicable provisions.

**PASSED, APPROVED AND ADOPTED** at a regular meeting on the 28<sup>th</sup> day of May 2019 by the following vote:

**Motion:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **C.C. Resolution No. 2019-29**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held May 28, 2019, and that same was approved and adopted.

ATTEST:

\_\_\_\_\_  
Joice Earleen Raguz, City Clerk

\_\_\_\_\_  
Ariston Julian, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Philip F. Sinco, City Attorney



**City of Guadalupe  
Five Year Measure A Program of Projects (FYs 2019/20 to 2023/24)  
Measure A Local Street and Transportation Improvements Submittal Form  
(Figures in \$000)**

Local Street & Transportation Improvements	Measure A Revenues										Non-Measure A Revenues			Total Project Cost
	FY 2017/18 Actual Expenditures	Carry-over from FY 17/18	Carry-over from FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	TOTAL Measure A Revenues	Local	State	Federal	TOTAL Non-Measure A Revenues	
<b>Project Descriptions</b>														
Maintenance, Improvement or Construction of Roadways & Bridges	\$194	\$21	\$225	\$232	\$240	\$249	\$258	\$266	\$1,491	\$0	\$800	\$0	\$0	\$2,291
Maintenance of streets, curbs, gutters, sidewalks, & storm drains	\$154	\$998	\$201	\$241	\$230	\$222	\$174	\$172	\$2,238	\$0	\$1,039	\$0	\$1,039	\$3,277
Contract paving	\$0	\$80	\$0	\$20	\$0	\$0	\$0	\$0	\$100	\$0	\$0	\$0	\$0	\$100
Public Works Jarajue (portion attributable to Streets)														
Roadway Drainage Facilities														
11th & Obispo Drainage Improvements		\$100	\$0						\$100				\$0	\$100
Transit														
Transit Administration, Operations, and Maintenance				\$27					\$27					\$27
Short Range Transit Plan				\$50					\$50					\$50
Matching Funds for State and Regional Programs and Projects	\$27	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$401	\$401
Guadalupe Street/Hwy.1 Pedestrian Improvement (ATP Cycle 3A) Project										\$0	\$401	\$0	\$401	\$401
<b>TOTAL</b>	<b>\$375</b>	<b>\$1,199</b>	<b>\$426</b>	<b>\$570</b>	<b>\$470</b>	<b>\$471</b>	<b>\$432</b>	<b>\$438</b>	<b>\$4,066</b>	<b>\$0</b>	<b>\$2,240</b>	<b>\$0</b>	<b>\$2,240</b>	<b>\$6,246</b>
Alternative Transportation Expenditures	Measure A Revenues										Non-Measure A Revenues			Total Project Cost
Project Descriptions	FY 2017/18 Actual Expenditures	Carry-over from FY 17/18	Carry-over from FY 18/19	FY 19/20	FY 20/21	FY 21/21	FY 22/23	FY 23/24	TOTAL Measure A Revenues	Local	State	Federal	TOTAL Non-Measure A Revenues	
Maintenance, Repair, Construction & Improvement of Bike & Ped Facilities	\$0	\$17	\$17	\$19	\$20	\$21	\$22	\$23	\$139				\$0	\$0
Bike & Ped maintenance projects	\$1	\$22	\$23	\$12	\$12	\$13	\$14	\$15	\$111				\$0	\$139
ADA sidewalk work									\$0				\$0	\$111
<b>TOTAL ALTERNATIVE TRANSPORTATION EXPENDITURES</b>	<b>\$1</b>	<b>\$39</b>	<b>\$40</b>	<b>\$31</b>	<b>\$32</b>	<b>\$34</b>	<b>\$36</b>	<b>\$38</b>	<b>\$250</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$250</b>
<b>TOTAL EXPENDITURES</b>	<b>\$376</b>	<b>\$1,238</b>	<b>\$466</b>	<b>\$601</b>	<b>\$502</b>	<b>\$505</b>	<b>\$488</b>	<b>\$476</b>	<b>\$4,286</b>	<b>\$0</b>	<b>\$2,240</b>	<b>\$0</b>	<b>\$2,240</b>	<b>\$6,496</b>

Alternative Transportation Summary	
TOTAL MEASURE A ALLOCATION (FY 2019/20 TO 2023/24)	\$2,284
MINIMUM ALTERNATIVE PERCENTAGE PRESCRIBED BY INVESTMENT PLAN TO BE MET BY FY 2019/20 FOR FISCAL YEARS 2015/16 THROUGH 2019/20	5%
TOTAL MEASURE A ALLOCATION TO ALTERNATIVE TRANSPORTATION	\$171
PERCENTAGE OF MEASURE A ALLOCATION TO ALTERNATIVE TRANSPORTATION	7.5