

**AGREEMENT FOR VANPOOL PROGRAM SERVICES**  
**Contract No. 2016-042-S**

**THIS AGREEMENT** is made and entered into as of this 1<sup>st</sup> day of January, 2017, at Stockton, California, by and between SAN JOAQUIN REGIONAL TRANSIT DISTRICT (hereinafter referred to as "RTD" or "CLIENT") and the CALIFORNIA VANPOOL AUTHORITY (CalVans) (hereinafter referred to as "CONTRACTOR").

**WITNESSETH**

WHEREAS, RTD is the recipient of additional Federal 5307 funds through the reporting efforts of CalVans for vanpool trips that travel to or from the City of Stockton urbanized zone area (UZA); and,

WHEREAS, it is the desire of both parties to encourage local participation in the CalVans program so as to increase 5307 funding to RTD; and,

WHEREAS, RTD is committed to encouraging increased vanpool use in San Joaquin County through the financial support of vanpool groups traveling to or from the City of Stockton; and,

WHEREAS, CONTRACTOR is qualified and experienced and has the necessary technical and personnel resources to provide such services for the provision of vanpool services.

NOW, THEREFORE, RTD and CONTRACTOR, for the considerations hereinafter set forth, mutually agree as follows:

1. SCOPE OF WORK

- A. CONTRACTOR shall perform those services described in the "Project Tasks/Services, Timeline, and Budget," Exhibit A attached hereto and incorporated herein by this reference and shall comply with all relevant conditions as set forth in the AGREEMENT.
- B. Time is of the essence in this Agreement.
- C. Said services, and all duties incidental or necessary thereto, shall be performed diligently and competently and in accordance with professional standards of performance.

2. TERM

The term of this Agreement shall be from the date of its execution until the completion of the work contemplated by this Agreement and its final acceptance by RTD unless terminated earlier as provided herein. CONTRACTOR shall complete all tasks on or before December 31, 2017 unless otherwise extended by written authorization. Services performed under this Agreement shall commence when RTD gives to CONTRACTOR a Notice to Proceed.

3. EXHIBITS

This Agreement includes the following Exhibits:

Exhibit A – Project tasks/Services, Timeline, and Budget

Exhibit B – Debarment and Suspension Certification

Exhibit C – Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification

4. COORDINATION/STAFFING

- A. CONTRACTOR shall assign its Director as Project Manager to personally participate in said project. RTD also retains the right to approve any substitution of Project Manager. No portion of the work included in this Agreement shall be subcontracted, except as provided herein, without the prior, written authorization of RTD. RTD shall assign its Chief Executive Officer or designee as its Project Manager under this Agreement.
- B. Services describe in the scope of Work shall be performed by CONTRACTOR's staff, Subcontractor(s), or other members of the project team, hereinafter referred to as "Subcontractor(s)," listed in the "Project Tasks/Services, Timeline, and Budget," Exhibit A, attached hereto and incorporated by this reference.

5. SUBSIDY

RTD shall pay CONTRACTOR a fee as shown in Exhibit A of up to TWO HUNDERED AND NO/100 DOLLARS (\$200.00) per vanpool per month for each reported vanpool operation up to 20 vanpools representing up to \$48,000 total annual subsidy. The subsidy agreement will be in effect as long as such funding is available and the primary vanpool drivers comply with the program requirements including collecting and reporting to CONTRACTOR the required National Transit Database (NTD) data.

6. OCCUPANCY

The RTD subsidy to vanpools under this program will be revoked if the vanpool's ridership falls below 70% occupancy, , for two consecutive months during the lease period.

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The number of seats in a vehicle is based on the number of belted positions.

7. VEHICLE SIZES

CONTRACTOR shall provide and make available for this program a wide range of vehicles with seating capacities of a minimum of 7 passengers (including the driver) to a maximum of 15 passengers (including the driver). Seating capacity is equal to the total number of seat belts installed in the vehicle.

8. INVOICING

A. Invoices for services must be presented to RTD monthly no later than the twentieth day of the month for the month prior. CONTRACTOR shall submit an invoice to RTD stating the amount due for such services on a monthly basis throughout the duration of the project. Said monthly invoicing shall reflect the number of vanpools in operation within City of Stockton UZA that qualify for the RTD subsidy in the amount of \$200.00 each. Invoices must include the following information: (1) van unit number, (2) driver's name, (3) actual monthly van lease cost billed to driver, and (4) amount of subsidy applied to van lease. RTD shall reimburse CONTRACTOR as promptly as its fiscal procedures permit, upon receipt of itemized invoices submitted in accordance with this Agreement. Payment of invoices will be made to CONTRACTOR after acceptance and approval by RTD. Such reimbursements shall be based upon actual eligible vanpools in operation within the City of Stockton UZA. No interest or carrying charges shall accrue to CONTRACTOR by reason of delayed payment.

B. Invoicing Format and Content: All invoices submitted to RTD for payment shall be sent directly to:

San Joaquin Regional Transit District  
Attention: Accounts Payable  
P.O. Box 201010  
Stockton, California 95201

1. The invoice shall be entitled "Invoice" or otherwise clearly identify that the document is an Invoice, and shall contain the following information:
  - i. RTD "Bill To" information as stated in the above paragraph;
  - ii. Invoice number and/or billing number specified by CONTRACTOR. The invoice number must be unique for each invoice submitted;
  - iii. Invoice date;
  - iv. Billing period specified with beginning and ending dates. The beginning date must not be sooner than the Notice to Proceed date of the Agreement, or within any previous billing dates;
  - v. Total amount due for the billing period;
  - vi. Total Agreement value;
  - vii. Agreement number 2016-042-S;
  - viii. RTD Project Manager;
  - ix. Number of vans and capacity of each van
  - x. Number of passengers for each van

9. AGREEMENT COMPLETION RETAINER

No retainage will be withheld by RTD from progress payments due to CONTRACTOR.

10. SATISFACTORY PERFORMANCE

Payment for services under this Agreement is contingent upon RTD's determination that the performance of CONTRACTOR has been satisfactory.

11. ADDITIONAL SERVICES

CONTRACTOR may be requested to perform additional services beyond the original Scope of Services. Such work may be undertaken only upon prior written authorization of RTD based upon an agreed amount of compensation and by amending the Agreement.

12. NOTICES

Any notice to be given to the parties hereunder shall be addressed as follows (until notice of a different address is given to the parties):

RTD: Donna DeMartino, Chief Executive Officer  
San Joaquin Regional Transit District  
421 East Weber Avenue, 2<sup>nd</sup> Floor  
P.O. Box 201010  
Stockton, CA 95201

CONTRACTOR: Ronald Hughes, Executive Director  
California Vanpool Authority  
1340 North Drive  
Hanford, CA 93230

Any and all notices or other communications required or permitted relative to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to either of the parties, CONTRACTOR or RTD, to whom it is directed; or in lieu of such personal service, when deposited in the United States mail, first class, postage prepaid, addressed to CONTRACTOR or RTD at the addresses set forth above.

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in the preceding paragraph.

13. AGREEMENT CONTAINS ALL UNDERSTANDINGS

- A. This document represents the entire and integrated Agreement between RTD and CONTRACTOR, and supersedes all prior negotiations, representation, and agreement, either written or oral.
- B. Any modification or amendment to this Agreement must be in writing.
- C. Neither RTD nor CONTRACTOR shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

14. SEVERABILITY

- A. If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

15. TERMINATION

A. Termination for Convenience of RTD

RTD may terminate this Agreement at any time by giving notice to CONTRACTOR of such termination (including the effective termination date) at least sixty (60) calendar days before the effective date of such termination. If this Agreement is terminated by RTD, as provided herein, RTD's only obligation shall be the payment of fees and expenses incurred prior to the termination date, for work deemed satisfactory to RTD, in accordance with the cost provisions of this Agreement which is limited to the agreed-upon subsidy of \$200.00 per vanpool per month while in operation in the San Joaquin UZA.

B. Termination for Cause

If through any cause, CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if CONTRACTOR violates any of the covenants, terms, or stipulations of this Agreement, RTD shall thereupon have the right to terminate the Agreement by giving not less than ten (10) working days written notice to CONTRACTOR of the intent to terminate and specifying the effective date thereof.

16. RECORD RETENTION AND AUDITS

CONTRACTOR shall provide RTD, Federal Transit Administration (FTA), and the NTD ("the Parties") such access to CONTRACTOR's accounting books, records, payroll documents, and facilities of CONTRACTOR which are directly pertinent to the Agreement for vanpool services for the purposes of examining, auditing, and inspecting all accounting books, records, work data, documents, and activities related thereto. CONTRACTOR shall maintain such books, record, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such item readily accessible to such parties during CONTRACTOR's performance under the Agreement and for a period of four (4) years from the date of final payment by RTD. The Parties' right to audit books and records directly related to the Agreement shall also extend to any first-tier subcontractors identified in the Agreement. CONTRACTOR shall permit the Parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonable necessary.

17. SUBCONTRACTING

In accordance with California Government Code Section 7550, CONTRACTOR agrees to state in a separate section of any filed report the numbers and dollar amounts of all contracts and subcontracts relating to preparation of the report.

18. ASSIGNMENT

The Agreement shall not be assigned by CONTRACTOR, in whole or in part, without the prior written consent of RTD. Any purported assignment or delegation of performance in violation of

this provision is void. Subject to the foregoing this Agreement is binding and shall inure to the benefit of the successors and assigns of the parties to this Agreement.

19. INDEMNIFICATION

In no event shall RTD, its officers, employees, and agents be liable for incidental, indirect, special, or consequential damages, lost profits, savings, revenues, lost data, downtime, accidents, death, injury, dismemberment, and other losses whether or not RTD, its officers, employees, and agents have been advised of the possibility of such damages.

To the full extent permitted by law, CONTRACTOR shall indemnify, hold harmless, release, and defend RTD, its officers, employees, and/or agents from and against any and all actions, claims, demands, damages, disability, losses, and expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including CONTRACTOR and vanpool users, in whole or in part, arising out of CONTRACTOR's activities hereunder, including the activities of other persons employed or utilized by CONTRACTOR in the performance of this Agreement (including design defects and regardless of RTD's approval, use, or acceptance of the work or work product hereunder) excepting liabilities due to the admitted or adjudicated sole negligence or willful misconduct of RTD. If the adjudicated or admitted sole negligence or willful misconduct of RTD has contributed to a loss, CONTRACTOR shall not be obligated to indemnify RTD for the proportionate share of such loss caused by such sole negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for CONTRACTOR under Worker's Compensation, disability, or other employee benefit acts or the terms, applicability, or limitations of any insurance held or provided by CONTRACTOR and shall continue to bind the parties after termination/completion of this Agreement.

20. INSURANCE/NOTIFICATION

Prior to the beginning, and throughout the duration of the work, CONTRACTOR will maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage, and additional coverage as required, to comply with these requirements. If that existing coverage does not meet the requirements set forth within this Agreement, it will be amended to do so. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to RTD.

CONTRACTOR is covered by, and agrees to maintain, general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions with limits as specified below. Certificates of insurance shall be provided to RTD prior to commencement of work by CONTRACTOR. CONTRACTOR agrees to indemnify, protect, defend, and name RTD, its public officials, officers, and employees as additional insured on the Commercial General Liability and Business Auto Insurance and hold harmless from any loss, damage, or liability arising directly for any negligent act or omission by CONTRACTOR. CONTRACTOR shall not be responsible for any loss, damage, or liability arising for any act or omission by RTD, its officials, officer, or employees.

CONTRACTOR shall provide the following types and amounts of insurance:

- A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregates.
- B. Workers' Compensation of a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.
- C. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned, and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000.00 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR's employees use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- D. Errors and Omissions Liability - CONTRACTOR shall provide evidence of professional liability insurance on a policy form appropriate to CONTRACTOR's profession. Limits shall be no less than \$1,000,000.00 per claim.
- E. Certificate of Insurance – CONTRACTOR shall file a certificate of insurance completed and filed with RTD within fifteen (15) days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this Agreement shall occur without thirty (30) days written notice to RTD prior to the effective date of such cancellation or change in coverage.
- F. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two (2) years after completion of the Agreement.
- G. The Commercial General Liability and Business Auto insurance policies shall provide an endorsement naming RTD, its officers, agents, employees, and volunteers as Additional Insured, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by RTD and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the RTD insurance.

21. CONFLICT OF INTEREST

CONTRACTOR covenants that it 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 its services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

22. NO WAIVER OF BREACH/TIME

The waiver by RTD of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

23. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

24. ATTORNEYS' FEES, APPLICABLE LAW AND FORUM

In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as a part of such action or proceeding, whether or not such action or proceeding is prosecuted to judgment. This Agreement shall be construed and interpreted according to California law, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in San Joaquin County.

25. INDEPENDENT CONTRACTOR

The parties intend that CONTRACTOR, in performing the services specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of RTD and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits RTD provides its employees. In the event RTD exercises its right to terminate this Agreement, CONTRACTOR expressly agrees that he/she shall have no recourse nor right of appeal under any State of California and Federal rules, regulation, ordinance, or laws applicable to employees.

26. TAXES

CONTRACTOR agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold RTD harmless from any liability which it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay, when due, all such taxes and obligations.

27. FEDERAL TAX FORMS



Prior to issuing the initial request for subsidy payment under this Agreement, CONTRACTOR shall submit Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification to the following address:

San Joaquin Regional Transit District  
Attn: Finance Department  
P.O. Box 201010  
Stockton, CA 95201

Unless RTD receives a completed Tax Form W-9, payments for services performed under this Agreement shall be subject to federal backup withholding.

28. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

- A. CONTRACTOR shall study and comply with all applicable federal, state, and local laws, rules and regulations affecting CONTRACTOR and his/her work hereunder. CONTRACTOR represents and warrants to RTD that CONTRACTOR has and will keep in effect during the term of this Agreement all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice CONTRACTOR's vanpool services and to do the work hereunder.
- B. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act of 1986 (Public Law 99-603; 100 Stat. 3445) pertaining to assuring that all employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to RTD for inspection.

29. INTERPRETATION

Notwithstanding the fact that one or more provisions of this Agreement may have been drafted by one of the parties to this Agreement, such provisions shall be interpreted as though they were a product of a joint drafting effort and no provisions shall be interpreted against a party on the grounds that said party was solely or primarily responsible for drafting the language to be interpreted.

30. NATIONAL TRANSIT DATABASE (NTD)

CONTRACTOR shall report all required NTD data in both the monthly and the annual NTD reporting system and provide RTD a copy of each monthly and annual report submitted. In order to fulfill this requirement, CONTRACTOR shall require drivers of each van to participate in the collection of NTD DATA. Such requirement shall be included in the lease agreement, addendum, participant agreement, or other written instrument signed by the driver.

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

RTD:

CONTRACTOR:

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

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

SAN JOAQUIN REGIONAL TRANSIT DISTRICT

CALIFORNIA VANPOOL AUTHORITY

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

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

DONNA DeMARTINO  
Chief Executive Officer

RONALD HUGHES  
Executive Director

Address, Telephone, and Fax Numbers:

421 East Weber Avenue, 2<sup>nd</sup> Floor  
P.O. Box 201010  
Stockton, California 95201  
Telephone: (209) 948-0645  
Fax: (209) 948-3366

Address, Telephone, and Fax Numbers:

1340 North Drive  
Hanford, California 93230  
Telephone: (559) 852-2696  
Fax: (559) 587-0714  
Email: [calvans@co.kings.ca.us](mailto:calvans@co.kings.ca.us)

APPROVED:

\_\_\_\_\_  
SHARON MILLER  
Director of Procurement

APPROVED AS TO FORM:

\_\_\_\_\_  
AL WARREN HOSLETT  
Attorney for RTD

**Exhibit A included in this Agreement as a sample.  
Complete Exhibit A for each individual vanpool and attach to Agreement.**

**EXHIBIT A  
PROJECT TASKS/SERVICES, TIMELINE, AND BUDGET**

WHEREAS, San Joaquin Regional Transit District ("RTD") has entered into this Agreement dated December 1, 2016, with the California Vanpool Authority (CalVans) ("CONTRACTOR"), for the purpose of the following:

1. CONTRACTOR shall perform all activities and work necessary to start and administer a vanpool passenger incentive for Vanpool # \_\_\_\_\_, including provision of vanpool services. RTD has assigned the above vanpool identification number upon receiving and approving a vanpool start application filed by CONTRACTOR. Vanpool # \_\_\_\_\_ (hereinafter referred to as "Vanpool"), consists of a minimum of six (6) passengers plus the driver. All trips must originate, terminate, or both in the City of Stockton.
2. CONTRACTOR agrees to furnish all labor, materials, equipment, vehicles, maintenance, spares, facilities, insurance, fare collection, sales and marketing, emergency roadside assistance, NTD data collection and reporting, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein.
3. CONTRACTOR will comply with all applicable State, Federal, and local laws and regulations including driver and vehicle certification, licenses, and vehicle registration, as well as Buy America provisions (49 CFR Part 661) and Americans with Disabilities Act of 1990 (49 CFR 37.31).
4. RTD will provide a monthly financial incentive for up to \$200.00 (TWO HUNDRED AND NO/100 DOLLARS) per month up to 20 vans equivalent to up to \$48,000 total annual subsidy to support the operation of each Vanpool. CONTRACTOR will reduce the amount of each subsidized vanpool use fee to participants by an amount at least equal to the amount of this subsidy. CONTRACTOR shall advance the amount of the subsidy to participants by billing and collecting only the subsidy-reduced amount of the monthly use fee/lease cost from vanpool participants. Subsidies only apply to vanpools that originate, terminate, or both in San Joaquin County.
5. Vanpool will transport employees between their place of residence and their place of employment for their daily commute. The financial incentive provided by RTD will be used by CONTRACTOR to encourage commuters to form or join a Vanpool. All vanpools will be open to the general public, the availability of which must be well publicized and made known, and not be restricted for exclusive use to a particular employer.
6. CONTRACTOR will request subsidy reimbursements monthly and support each request by a Monthly Report. RTD will process CONTRACTOR's incentive invoice payments monthly. CONTRACTOR shall submit invoices no later than the 20<sup>th</sup> day of each month for the previous month's service.
7. CONTRACTOR shall affix a decal on each vanpool denoting "Funded in part by San Joaquin Regional Transit District." RTD shall design and provide decals to CONTRACTOR. CONTRACTOR will provide photo documentation of each subsidized vanpool showing its decal. Decals are required for each van for which RTD pays a subsidy. CONTRACTOR shall notify RTD if additional decals are required to fulfill this requirement.
8. CONTRACTOR shall ensure that vehicles are primarily used for commute trips. If CONTRACTOR chooses to permit personal use of vehicles, then in no event can less than 80% of all mileage on each van be for transporting passengers between their homes and places of employment.

9. Agreement Deliverables:

- A. Contractor shall provide to RTD Monthly reports due by the 20<sup>th</sup> day of each month for the preceding month's report for the term of the Agreement.
- B. Contractor shall provide to RTD the Annual report by the 16<sup>th</sup> day of August for each year the Agreement is in effect.
- C. Contractor shall provide to RTD the final Annual report.

**EXHIBIT B**  
**DEBARMENT AND SUSPENSION CERTIFICATION**  
**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

1. All persons or firms, including Subcontractor(s), must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. 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 listed in subparagraph (1)(b) of this certification; and,
  - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
2. If such persons or firms later become aware of any information contradicting the statement of paragraph (1), they will promptly provide that information to RTD.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.

The certification in this clause is a material representation of fact relied upon by RTD. If it is later determined that CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to RTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NAME OF FIRM:

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SIGNATURE:

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PRINT NAME OF PERSON SIGNING:

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TITLE OF PERSON SIGNING:

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DATE:

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**EXHIBIT C**  
**FEDERAL TAX FORM W-9**  
**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

