

**AGREEMENT FOR VANPOOL SERVICES  
BY AND BETWEEN  
THE SUNLINE TRANSIT AGENCY  
AND  
THE CALIFORNIA VANPOOL AUTHORITY**

**THIS AGREEMENT** is made and entered into this 26th day of July 2017, by and between the SunLine Transit Agency, a joint powers agency established under the Joint Exercise of Powers Act (hereinafter referred to as "SUNLINE" or "CLIENT") and the California Vanpool Authority, a joint powers authority established under the Joint Exercise of Powers Act (hereinafter referred to as "CALVANS" or "CONTRACTOR"). CLIENT and CONTRACTOR are each a "PARTY" and collectively the "PARTIES".

**WITNESSETH**

WHEREAS, SUNLINE is within the jurisdiction of the Riverside County Transportation Commission ("RCTC") with SUNLINE Board members serving on the RCTC Board, and SUNLINE staff participating on RCTC committees; and

WHEREAS, RCTC is a member of CALVANS' and has a seat on the Board of Directors; and

WHEREAS, SUNLINE is the recipient of additional FTA Section 5307 funds through the reporting efforts of CALVANS for vanpool trips that travel to or from the Indio-Cathedral City Urbanized Area and it is the desire of SUNLINE and CALVANS to encourage local participation in the CALVANS' program so as to increase Section 5307 funding to SUNLINE; and

WHEREAS, SUNLINE is committed to encouraging increased vanpool use in the greater Coachella Valley area of Riverside County through the financial support of vanpool groups traveling to or from the greater Coachella Valley area of Riverside County; and

WHEREAS, SUNLINE has entered into an agreement with WSP USA ("WSP") for WSP to provide consulting, ongoing vanpool subsidies and vanpool services in the greater Coachella Valley area; and

WHEREAS, in addition to being a public agency pursuant to California Government Code Section 6509, CONTRACTOR is qualified and experienced and has necessary technical and personnel resources to provide such services for the provision of vanpool services and in particular, to the Farm Laborer market as governed by Federal Department of Labor regulations.

**NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:**

- 1. Scope of Work** (hereinafter referred to as "SOW")
  - a. CONTRACTOR shall perform services described in Exhibit A: Project Tasks/Services, Timeline and Budget, attached hereto and incorporated herein by reference and shall comply with all relevant conditions as set forth in the Agreement.

- b. For the purposes of this Agreement, a "vanpool" is defined as:
  - i. a transit mode comprised of vans, small buses, or other vehicles that can transport seven to 15 individuals (including the driver who is a volunteer and shall not be paid for driving the vanpool);
  - ii. a ridesharing arrangement for the vehicles' driver and passengers;
  - iii. the vanpool's route regularly travels between a home origin and a work and/or vocational/post-secondary education destination; and
  - iv. the vanpool's origin and/or destination being to or from the greater Coachella Valley area.
- c. Time is of the essence in this Agreement.
- d. 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**

- a. The term of this Agreement shall be from the date of its execution until **September 19, 2019** unless earlier terminated or otherwise extended by written authorization.
- b. Services performed under this Agreement shall commence only upon written Notice to Proceed by CLIENT to CONTRACTOR.

**3. Exhibits.** This Agreement includes the following Exhibits:

- Exhibit A: Project Tasks/Services, Timeline
- Exhibit B: Debarment and Suspension Certification
- Exhibit C: Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification
- Exhibit D: Non-Lobbying Certification for Federal-Aid Contracts Instructions for Completion Of SF-LLL, Disclosure of Lobbying Activities
- Exhibit E: Clean Air Act and Federal Water Pollution Control Act
- Exhibit F: Buy America Compliance
- Exhibit G: SunLine Vanpool Program Service Area

**4. Coordination/Staffing**

- a. CONTRACTOR shall assign CALVANS Director as Project Manager to personally participate in said project. CLIENT also retains the right to approve any substitution of the Project Manager. No portion of the work included in this Agreement shall be subcontracted, except as provided herein, without the prior, written authorization of the CLIENT. CLIENT shall assign WSP, its TDM & Vanpool Program Contractor, as its Project Manager under this Agreement.
- b. Services described in the SOW shall be performed by CONTRACTOR's staff, Subcontractor(s) or other members of the project team, hereinafter referred to as "Subcontractor(s)," listed in Exhibit A: Project Tasks/Services, Timeline, and Budget.

**5. Compensation.** CLIENT shall pay CONTRACTOR fifty percent (50%) of each vanpool's monthly lease cost, not to exceed FOUR HUNDRED AND NO/100 DOLLARS (\$400.00) per vanpool per month. In no event shall total compensation exceed TWO

HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00), during the term of this Agreement without prior written consent of CLIENT. CLIENT shall pay CONTRACTOR through CLIENT's Project Consultant WSP. In the event that multiple vehicles are used for a vanpool over the course of a month, the vanpool's monthly lease cost shall reflect the lease cost for each vehicle utilized in the vanpool prorated for the portion of time the vehicle was in service.

## 6. Invoicing

- a. Monthly invoices for services must be presented to CLIENT no later than the fifteenth day of the month for the month prior. CONTRACTOR shall submit an invoice to CLIENT and WSP, stating the amount due for such services on a monthly basis throughout the duration of the project. Said monthly invoicing shall be in a Microsoft Excel format, and shall provide the following information in each column, for vanpools subsidized during the period:
  - i. Sequential count of vanpools subsidized in the period;
  - ii. CALVANS/SUNLINE vanpool ID;
  - iii. CALVANS vehicle number;
  - iv. Driver/leaseholder first name;
  - v. Driver/leaseholder last name;
  - vi. Vanpool start date;
  - vii. Total lease cost;
  - viii. Other costs incurred by Vanpool and paid for by CALVANS (fuel, etc.)
  - ix. Amount due under this Agreement; and
  - x. All other relevant information, comments and notes regarding the status of each vanpool and the Program (i.e. if Vanpool terminated during the month).
- b. The monthly invoice shall also include the contract amount, prior reimbursements by CLIENT, outstanding invoices unpaid, current invoice amount and contract balance.
- c. If an Invoice has any discrepancy, CLIENT will return the invoice to CONTRACTOR for corrections, and then CONTRACTOR will re-submit the invoice to CLIENT. Upon invoice approval, CLIENT shall reimburse the CONTRACTOR as promptly as its fiscal procedures permit, in accordance with this Agreement. Payment of the invoices will be made to CONTRACTOR after acceptance and approval by CLIENT. Such reimbursements shall be based upon actual eligible costs incurred by the CONTRACTOR consistent with the Exhibit A: Project Tasks/Services, Timeline, and Budget. No interest or carrying charges shall accrue to CONTRACTOR by reason of delayed payment.
- d. **Invoicing Format and Content.** All invoices submitted to CLIENT for payment shall be emailed directly to:

SunLine TDM & Vanpool Program  
ATTN: Chris Park, Lead Outreach Specialist  
cpark@sunline.org

The invoice shall be entitled "Invoice" or otherwise clearly identify that the document is an Invoice, and shall contain the following information:

- i. CLIENT's "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 Contract Value; and
- vii. CLIENT Project Manager

**7. Agreement Completion Retainer.** No retainage will be held by CLIENT from progress payments due to CONTRACTOR.

**8. Satisfactory Performance.** Payment for services under this Agreement is contingent upon CLIENT's determination that the performance of the CONTRACTOR has been satisfactory.

**9. Ownership of Work Product**

- a. Ownership of any reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall vest with CLIENT.
- b. Methodology, materials, software logic and systems developed under this Agreement are the property of CLIENT, and may be used by CLIENT as it sees fit, including the right to revise or publish the same without limitation.

**10. Additional Services.** CONTRACTOR may be requested to perform additional services beyond the original SOW. Such work may be undertaken only upon prior written authorization of CLIENT based upon an agreed amount of compensation.

**11. Notices**

- a. 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):

CLIENT: SunLine Transit Agency  
Eric Taylor, Financial Services & Support Manager  
32-505 Harry Oliver Trail, Thousand Palms, CA 92276  
etaylor@sunline.org

CONTRACTOR: CalVans  
Ronald Hughes, Executive Director  
1340 North Drive, Hanford, CA 93230  
Ron.Hughes@co.kings.ca.us

- b. 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 CLIENT, 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 to CLIENT at the addresses set forth above.
- c. Either PARTY may change their 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.

**12. Agreement Contains All Understandings / Amendments**

- a. This document represents the entire and integrated Agreement between CLIENT and CONTRACTOR, and supersedes all prior negotiations, representations and agreements, either written or oral.
- b. Any modification or amendment to this Agreement must be in writing.
- c. Neither CLIENT 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.

**13. Severability.** 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.

**14. Termination**

- a. **Termination of Convenience of CLIENT.** CLIENT may terminate this Agreement at any time by giving notice to the CONTRACTOR of such termination (including the effective termination date) at least sixty (60) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in this Agreement, at the option of CLIENT, become CLIENT's property. If this Agreement is terminated by CLIENT, as provided herein, CLIENT's only obligation shall be the payment of fees and expenses incurred prior to the termination date, for work deemed satisfactory to CLIENT, in accordance with the cost provisions of this Agreement.
- b. **Termination for Cause.** If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, terms, or stipulations of this Agreement, CLIENT shall thereupon have the right to terminate the Agreement by giving not less than ten (10) working days written notice to the CONTRACTOR of the intent to terminate and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the CONTRACTOR under this Agreement shall, at the option of CONTRACTOR, become CLIENT's property.

**15. Records Retention and Audits.** CONTRACTOR shall maintain adequate records of contract performance costs, expenses, etc., and make these records available for inspection, audit, and copying by CLIENT and CONTRACTOR's principal place of business during the Agreement period and for a period of three (3) years from the date of final payment, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until CLIENT, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

**17. Assignment.** The Agreement shall not be assigned by the CONTRACTOR, in whole or in part, without the prior written consent of CLIENT. 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.

**18. Indemnification**

- a. In no event shall CLIENT, its members, 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 CLIENT, their officers, employees and agents have been advised of the possibility of such damages.
- b. To the full extent permitted by law, CONTRACTOR shall indemnify, hold harmless, release and defend CLIENT, its members, officers, employees and agents, from and against any and all actions, claims, demands, damages, disability, losses, 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 CLIENT'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 CLIENT. If the adjudicated or admitted sole negligence or willful misconduct of SUNLINE or RCTC has contributed to a loss, CONTRACTOR shall not be obligated to indemnify CLIENT 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.

**19. 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 to comply with these requirements. If that existing coverage does not meet the requirements set forth here, 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 CLIENT.

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 CLIENT prior to commencement of work by CONTRACTOR. CONTRACTOR agrees to name CLIENT, 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 from any negligent act or omission by CONTRACTOR. CONTRACTOR shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its officials, officers 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 of April 2013. 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 per occurrence for all covered losses and no less than \$2,000,000 general aggregates.
- b. **Workers' Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident 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 \$10,000,000 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.
- d. **Certificate of Insurance.** CONTRACTOR shall file a certificate of insurance completed and filed with CLIENT 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, or expiration by insurance company or insured during the term of this contract shall

occur without ten (10) days written notice to CLIENT prior to the effective date of such cancellation or change in coverage.

- e. 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 contract.
- f. The Commercial General Liability and Business Auto insurance policies shall provide an endorsement naming CLIENT, 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 CLIENT and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the insurance CLIENT.

**20. 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.

**21. Amendment.** This Agreement shall constitute the entire Agreement between the PARTIES and shall supersede any previous agreements, whether verbal or written, concerning the same subject matter. No modification of this Agreement shall be effective unless and until evidence by a writing is signed by both PARTIES.

**22. No Waiver of Breach/Time.** The waiver by CLIENT 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. Attorney's 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 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 the County of Riverside.

**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 CLIENT and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CLIENT provides its employees. In the event CLIENT exercises its right to terminate this Agreement, CONTRACTOR expressly agrees that he/she shall have no recourse nor right of appeal under rules, regulations, ordinances 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 CLIENT harmless from any liability which it may incur to the United States or to 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 claim under this Agreement, the CONTRACTOR shall submit Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification to the following address:

WSP USA  
Attn: Deborah Maus, SunLine TDM & Vanpool Project Manager  
451 E Vanderbilt Way, Suite 200  
San Bernardino, CA 92408  
debbie.maus@wsp.com

Unless CLIENT 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 Regulation**

- a. CONTRACTOR shall study and comply with all applicable federal, state and local laws, rules and regulations affecting the CONTRACTOR and his/her work hereunder. CONTRACTOR represents and warrants to CLIENT 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 profession and to do the work hereunder.
- b. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act 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 CLIENT 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 ground 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 the monthly and annual NTD reporting system and provide CLIENT a copy of each report submitted. CONTRACTOR agrees to comply with all NTD reporting requirements, and shall be responsible for resulting record keeping and auditing responsibilities.

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

**CLIENT:**

**CONTRACTOR:**

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**Lauren Skiver**  
CEO/General Manager  
SunLine Transit Agency

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**Ron Hughes**  
Executive Director  
California Vanpool Authority

## Exhibit A: Scope of Work Project Tasks/Services, Timeline

### A. SERVICES PROVIDED:

1. CONTRACTOR shall perform all activities and work necessary to start and administer a vanpool passenger incentive program, including, but not limited to the provision of vanpool services.
2. Each vanpool shall comply with the following:
  - a. The passengers and drivers ("Participants") shall be volunteers.
  - b. Each vanpool shall have a minimum of five (5) Participants (including the driver) and vehicles shall be maintained in a professional manner with routine service and repairs when needed. All vehicles will be in compliance with Federal Motor Vehicle Safety Standards as well as equipment/feature requirements to comply with local, State and/or Federal farm laborer transportation rules, regulations and laws.
  - c. The vanpool must be used for commuting purposes to and from a regular work site and/or vocational/post-secondary education destination (college, trade school, etc).
  - d. Vanpools shall either begin or end its commute within the greater Coachella Valley in Riverside County, which includes, but is not limited to the following cities and communities: Bermuda Dunes, Blythe, Cabazon, Cathedral City, Coachella, Desert Edge, Desert Hot Springs, Indian Wells, Indio, La Quinta, Mecca, North Shore, Oasis, Palm Desert, Palm Springs, Rancho Mirage, Thermal and Thousand Palms. Refer to Exhibit F for a map of the Vanpool Program Service Area.
  - e. Vehicles provided will be seven to 15-passenger vehicles.
  - f. The minimum occupancy must be 70% or higher at startup and maintained on an ongoing basis at 70%.
  - g. Mileage from where the leased vehicle is parked at night to where the vehicle is parked at the regular worksite and/or vocational/post-secondary education destination must be at least 12.5 miles one-way, or 25 miles round trip.
  - h. The vanpool must operate at least 12 days during each calendar month.
3. CONTRACTOR agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein.
4. CONTRACTOR shall provide all program outreach/marketing, vehicle maintenance, insurance, towing/emergency repair services and customer service. CONTRACTOR shall provide a guaranteed ride home (GRH) program for Participants who experience non-work related mid-day emergencies such as flood/fire in the home, illness of self or dependent, that require them to return home prior to the departure of the vanpool. This incentive will be limited to two (2) GRH per Participant per calendar year.

5. CONTRACTOR shall comply with applicable state and federal laws and regulations, including, but not limited to, driver and vehicle certification, licenses for all Participants who may drive a vanpool vehicle, and vehicle registration. CONTRACTOR is responsible for obtaining DMV Form DL-51 from all vanpool drivers operating a 10 to 15 passenger vehicle. CONTRACTOR is responsible for obtaining DMV Form DL-51 from vanpool drivers every two years, or sooner, if required. As part of its contractual indemnity obligations, CONTRACTOR shall defend, indemnify and hold harmless SUNLINE and RCTC from any leaseholder or designated driver's failure to comply with the foregoing.
6. Each Vanpool will transport employees/agricultural employees and/or vocational/post-secondary education students between their place of residence and place of employment/educational institution for their daily commute. The compensation provided by CLIENT pursuant to this Agreement will be used by CONTRACTOR to offset the capital costs of leasing vanpool vehicle(s) during the Term of this agreement.
7. CONTRACTOR shall collect daily, and report in the Monthly Reports, information about the following measurements by each Vanpool:
  - a. Number of riders, including the driver, and full names of riders
  - b. Daily distance traveled (daily van miles),
  - c. Daily distance traveled by each rider (passenger miles),
  - d. Monthly distance traveled (monthly van miles),
  - e. Calculated vehicle miles traveled (VMT) reduced each month
  - f. Number of vehicles operated in maximum service (VOMS), and
  - g. Vehicles service hours (VSH) of during the period, and
  - h. Any comments, complaints, grievances or compliments from Participants and/or employers during the period, and how the CONTRACTOR responded to and/or resolved the comments.
8. CLIENT will retain the right to request mileage and vanpool operational information after the Term of this agreement expires.
9. CONTRACTOR will report into the National Transit Database (NTD) costs incurred by Participants related to the vanpool.
10. CONTRACTOR shall affix decal on vanpool which identifies SunLine Transit as the sponsor of the vanpool. CLIENT shall supply decals to CONTRACTOR. CONTRACTOR will provide photo documentation of vanpool showing decal.
11. All vanpools shall comply with federal requirements, including but not limited to:
  - a. The Americans with Disabilities Act (ADA),
  - b. The federal Buy America requirements,
  - c. The Transit Administration's requirements to advertise the vanpool to the general public and permit any public to participate in the vanpool, and
  - d. Restriction on personal use of the vanpool not to exceed 20% of the total van miles traveled during a month period.
12. Upon approval, the Participants in the vanpool (including the driver and all passengers) are no longer eligible to receive compensation and/or subsidies from any other public agency ongoing vanpool program. Ongoing vanpool subsidy programs include, but are not limited to those offered by the Los Angeles County

Metropolitan Transportation Authority (Metro), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), San Bernardino County Transportation Commission (SBCTA), San Diego Association of Governments (SANDAG) and/or the Victor Valley Transit Authority (VVTA). Participants are also not eligible to receive any further vanpool incentives from the IE Commuter program, funded by RCTC and SBCTA, including but not limited to their staggered nine-month vanpool subsidy and the three-month, \$2 a day gift card program. Accepting compensation and/or subsidies from any of the above-mentioned programs while participating in the CalVans vanpool program provided through SUNLINE simultaneously will immediately disqualify the vanpool and its Participants from participating in the SUNLINE Vanpool Program.

13. Employer/Contractor subsidies provided directly to any of the Participants are permitted, including, but not limited to the Federal Mass Transportation Benefits Program (MTBP) provided to many qualified federal employees. In addition, IE Commuter offers a reward program (Rideshare Plus) for Inland Empire residents that have been ridesharing for three or more months and vanpool Participants are eligible to participate in this ongoing reward program.

**B. CONTRACT DELIVERABLES**

1. Monthly invoice with documentation backing up the activity during the period,
2. Interim progress report on a Quarterly basis,
3. Annual report which follows the close of the SunLine fiscal year (June 30th of each year), submitted to CLIENT by no later than September 1st of each year to contain the information submitted in the annual NTD report, and
4. Final report due to CLIENT by contract end date.

**Exhibit B: Title 49, Code of Federal Regulations, Part 29  
Debarment and Suspension Certification**

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 statements of paragraph (1), they will promptly provide that information to CLIENT.
3. If there are any exceptions to this certification, insert the exceptions in the following space.
4. 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.
5. The certification in this clause is a material representation of fact relied upon by CLIENT. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to CLIENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The 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. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

\_\_\_\_\_  
**Name of Firm**

\_\_\_\_\_  
**Signature (original signature required)**

\_\_\_\_\_  
**Date**

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

**Exhibit D:  
Non-Lobbying Certification for Federal-Aid Contracts Instructions  
For Completion Of SF-LLL, Disclosure Of Lobbying Activities**



**NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

I, California Vanpool Authority, certifies, by signing and submitting this proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

By: \_\_\_\_\_  
Signature of authorized official

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

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

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

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal official(s). Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form print his/her name title and telephone number

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



**DISCLOSURE OF LOBBYING ACTIVITIES (Continuation Sheet)**

Reporting Entity: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

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**Exhibit E: Clean Air Act and Federal Water Pollution Control Act**

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH CLEAN AIR ACT AND  
FEDERAL WATER POLLUTION CONTROL ACT**

By submission of this bid, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, hereby certifies:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the bidder agrees to comply and remain in compliance with all the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed hereunder.
3. That the successful bidder shall promptly notify SBCTA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the successful bidder agrees to include or cause to be included these requirements in every nonexempt subcontract, and further agree to take such action as the government may direct as a means of enforcing such requirements.

**Signature and Title of Authorized Official:** \_\_\_\_\_

**Exhibit F: Buy America Compliance**



**VENDOR'S CERTIFICATION OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS  
FOR STEEL, IRON AND MANUFACTURED PRODUCTS**

CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(j) and 49 C.F.R. Part 661 which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the project is subject to a general waiver. General waivers are listed in 49 C.F.R. Section 661.7, and include final assemble in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. Section 5323(j)(2)(c) and 49 C.F.R. Section 661.11.

CONTRACTOR hereby certifies that it will meet the requirements of 49 U.S.C. Section 5323(j) and the applicable regulations in 49 C.F.R. Part 661.

**Signature and Title of Authorized Official:** \_\_\_\_\_

# Exhibit G – SunLine Vanpool Program Service Area

