

**CONTRACT BETWEEN SAN LUIS OBISPO COUNCIL OF GOVERNMENTS AND CALIFORNIA
VANPOOL AUTHORITY FOR SLOCOG/RIDESHARE'S PILOT 2-YEAR, SAN LUIS OBISPO COUNTY
SUBSIDIZED VANPOOL PROGRAM**

THIS CONTRACT is entered into this 27th day of September 2018, by and between **the SAN LUIS OBISPO COUNCIL OF GOVERNMENTS**, operator of the **RIDESHARE** program (hereinafter referred to as "**RIDESHARE**") and California Vanpool Authority, DBA CalVans, a public transit agency (hereinafter referred to as "**CONTRACTOR**").

WITNESSETH:

WHEREAS, **RIDESHARE** staff has identified the need for a **SUBSIDIZED VANPOOL PROGRAM FOR SAN LUIS OBISPO COUNTY** (hereafter "**Project**") to enhance the effectiveness of vanpool initiatives in reducing Vehicle Miles Traveled (VMT), peak period congestion, and air pollution in as well as to/from SLO County; and

WHEREAS, the **Project** directly benefits residents, employers, employees, and disabled citizens of the San Luis Obispo region; and

WHEREAS, **RIDESHARE** does not have the in-house staff resources available to carry out the **Project**; and

WHEREAS, **RIDESHARE** staff recommends from its thorough review that the **CONTRACTOR** be selected as one of several authorized vanpool providers to participate in the project and be awarded this Contract, as set forth, herein; and

WHEREAS, the **CONTRACTOR** agrees to carry out all tasks as described in the attached Statement of Work and Work Program; and

WHEREAS, no one provider will be guaranteed a specific number of vans allowed to participate in the program but will be granted participation on a first-come, first-serve basis per the application process and fulfillment of the required elements listed in the attached Work Program until the maximum amount of funds is utilized; and,

WHEREAS, funding for the **Project**, including this Contract, has been budgeted as a program approved by the SLOCOG board for two years of funding with Federal Congestion Management Air Quality Fund (CMAQ).

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

ARTICLE 1: INTRODUCTION

- A. The work to be performed under this Contract is described in Article 2 entitled Statement of Work and Article 3 Work Program.
- B. The CONTRACTOR and the agents and employees of CONTRACTOR, in the performance of this Contract shall act in an independent capacity and not as officers or employees or agents of RIDESHARE.
- C. Without the written consent of RIDESHARE, this Contract is not assignable by CONTRACTOR either in whole or in part.
- D. No alteration or variation of the terms of this Contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or Contract not incorporated herein, shall be binding on any of the parties hereto.
- E. The consideration to be paid CONTRACTOR as provided herein, shall be a reimbursement for a user-end vanpool subsidy.

ARTICLE 2: STATEMENT OF WORK

- A. CONTRACTOR shall perform those services described in Article 3 Work Program, and Exhibit A attached hereto and incorporated herein by this reference and shall comply with all conditions and requirements as set forth in this Contract, including Exhibits.
- B. Said services and all duties incidental or necessary thereto shall be performed diligently and competently and in accordance with professional standards of performance.

ARTICLE 3: WORK PROGRAM

- A. A detailed Work Program is outlined in Exhibit A
- B. If all or any part of the Project, to be funded under this Contract, will be performed by subcontractors under Contract with CONTRACTOR, then CONTRACTOR shall, prior to final selection, submit to RIDESHARE for written approval the names of all subcontractors that CONTRACTOR intends to hire.
- C. The Work Program shall have the same effect as if included in the text of this Contract. However, the Work Program may be modified without amendment of this Contract upon CONTRACTOR's submission of a modified Work Program and RIDESHARE's written approval of it. If this Contract and the Work Program are inconsistent, the Contract shall control.

- D. CONTRACTOR shall carry out the Project in accordance with the approved Work Program.
- E. In performing the services hereunder, CONTRACTOR agrees not to design or provide to RIDESHARE any items that infringe one or more patents, copyrights, trademarks or other intellectual property rights (including trade secrets), privacy, or other rights of any person or entity. If CONTRACTOR becomes aware of any such possible infringement in the course of performing any work here under, CONTRACTOR shall immediately so notify RIDESHARE in writing.

ARTICLE 4: TERM

- A. The term of this Contract shall be 24 months from the date of its execution unless terminated earlier as provided herein. CONTRACTOR shall complete all tasks unless otherwise extended by written authorization.
- B. The CONTRACTOR is advised that any recommendation for Contract award is not binding on CalVans until the Contract is fully executed and approved by the Executive Director of the San Luis Obispo Council of Governments.

This Contract includes the following Exhibits:

- Exhibit A. Work Program
- Exhibit B. Debarment and Suspension Certification
- Exhibit C. Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification
- Exhibit D. Disadvantaged Business Enterprises (DBE) Information Form
- Exhibit E: FTA Regulations

ARTICLE 5: COORDINATION/STAFFING

- A. CONTRACTOR shall assign Ronald Hughes **Project Manager** to personally participate in said project. RIDESHARE also retains the right to approve any substitution of the Project Manager. No portion of the work included in this Contract shall be subcontracted, except as provided herein, without the prior, written authorization of RIDESHARE.
- B. Services described in the WORK PROGRAM shall be performed by Contractor's staff, Subcontractor(s) or other members of the project team, hereinafter referred to as "Subcontractor(s)," attached hereto and incorporated by this reference.

ARTICLE 6: CONTRACTOR'S REPORTS AND/OR MEETINGS

- A. The CONTRACTOR shall submit progress reports once a month. The report should be sufficiently detailed for the Contract Manager to determine, if the CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim

findings; and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- B. The CONTRACTOR's Project Manager shall meet with RIDESHARE's Contract Manager, as needed, to discuss progress on the Contract.

ARTICLE 7: ALLOWABLE COSTS AND PAYMENTS

RIDESHARE shall pay CONTRACTOR a 50% of costs per new, qualified, and selected vanpool, per-month. Currently enrolled vanpools do not qualify for this subsidy. Qualified Vanpools are accepted into the program on a first-come, first-serve basis once all required existing vanpool information is submitted to RIDESHARE and all requirements of the Work Program are met.

- A. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, RIDESHARE shall have the right to delay payment and/or terminate this Contract in accordance with the provisions of Article 11 Termination.
- B. The CONTRACTOR shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by RIDESHARE's Contract Manager of itemized invoices, but in any event, within 30 days of receipt of CONTRACTOR's invoice. Invoices shall be submitted no later than 45-calendar days after the performance of work for which the CONTRACTOR is billing. Each invoice shall include CONTRACTOR's name and address, CONTRACTOR's authorized original signature, the date of submission, the amount of the invoice, a brief description of the work performed on each task in the approved Work Program. Payment of invoices will be made to CONTRACTOR after acceptance and approval by RIDESHARE. Such reimbursements shall be based upon actual eligible costs incurred by the CONTRACTOR consistent with the "Work Program," Exhibit A. No interest or carrying charges shall accrue to CONTRACTOR by reason of delayed payment.
- C. Invoices shall be mailed to RIDESHARE's Contract Manager (Mallory Jenkins) at the following address:

San Luis Obispo Council of Governments
1114 Marsh Street
San Luis Obispo, CA 93401

- D. In the event RIDESHARE fails to pay any funds for 60 days or more beyond completion of CONTRACTOR's services, CONTRACTOR may request in writing that RIDESHARE place the amounts withheld in an interest-bearing escrow account in a state or federally chartered bank in California, in accordance with California Public Contracts Code § 6105.5. However, if CONTRACTOR avails itself of this option, it must make the same option available, with respect to amounts that CONTRACTOR withholds from the Subcontractors, to any Subcontractors performing more than five percent of the monetary value of the work. The escrow Contract(s) shall be substantially in the form prescribed by Public Contracts Code § 6105.5(f).

ARTICLE 8: TAXES

CONTRACTOR agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract 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 RIDESHARE 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.

ARTICLE 9: CONTRACT COMPLETION RETAINER

No retainage will be held by RIDESHARE from progress payments due to CONTRACTOR.

ARTICLE 10: SATISFACTORY PERFORMANCE

Payment for services under this Contract is contingent upon RIDESHARE's determination that the performance of the CONTRACTOR has been satisfactory, provided however, such determination shall not be unreasonably withheld. Any disputes arising from the terms of this Article 10 shall be subject to the terms of Article 16.

ARTICLE 11: TERMINATION

- A. Termination for Convenience (General Provision): RIDESHARE may terminate this Contract, in whole or in part, at any time by at least 30 days written notice to the CONTRACTOR when it is in the Government's best interest. The CONTRACTOR shall be reimbursed for any outstanding subsidy costs, not to exceed the monthly limit. The CONTRACTOR shall promptly submit its termination claim to RIDESHARE to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the RIDESHARE, the CONTRACTOR will account for the same, and dispose of it in the manner the RIDESHARE directs.
- B. Termination for Default [Breach or Cause] (General Provision): If 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, then RIDESHARE 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 subsidy in accordance with the manner of performance set forth in the Contract.

If it is later determined by the RIDESHARE 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, RIDESHARE, 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.

ARTICLE 12: FUNDING

This Contract is funded with Federal Congestion Management Air Quality Funds (CMAQ). All amounts payable under this Contract are limited to CMAQ funds received by RIDESHARE.

ARTICLE 13: CHANGE IN TERMS

- A. This Contract shall be amended or modified only by mutual written Contract of the parties.
- B. The CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by RIDESHARE's Contract Manager.
- C. There shall be no change in the CONTRACTOR's Project Manager or members of the project team, which is a part of this Contract without prior written approval by RIDESHARE's Contract Manager.

ARTICLE 14: CONTINGENT FEE

The CONTRACTOR warrants, by execution of this Contract that no person or selling agency has been employed, or retained, to solicit or secure this Contract upon an Contract or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, RIDESHARE has the right to annul this Contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 15: RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Contract pursuant to Government Code 8546.7; the CONTRACTOR, Subcontractors, and RIDESHARE shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs of administering the Contract. All parties shall make such materials available at their respective offices at all reasonable times during the Contract period and for three years from the date of final payment under the Contract. The state, the State Auditor, RIDESHARE, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to the Contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 16: DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by Contract shall be decided by a committee consisting of RIDESHARE's Contract Manager and Executive Director, who may consider written or verbal information submitted by the CONTRACTOR.
- B. Not later than 30 days after completion of all work under the Contract, the CONTRACTOR may request review by RIDESHARE GOVERNING BOARD of unresolved claims or disputes, other than audit. The request for review will be submitted in writing to RIDESHARE Executive Director for review by governing board.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this Contract.

ARTICLE 17: AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by Contract, shall be reviewed by RIDESHARE.
- B. Not later than 30 days after issuance of the final audit report, the CONTRACTOR may request a review by RIDESHARE of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by RIDESHARE will excuse the CONTRACTOR from full and timely performance, in accordance with the terms of this Contract.

ARTICLE 18: SUBCONTRACTING

- A. The CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by RIDESHARE's Contract Manager, except that, which is expressly identified in the approved Work Program.
- B. Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to Subcontractors.
- C. Any substitution of Subcontractors must be approved in writing by RIDESHARE's Contract Manager.

ARTICLE 19: ASSIGNMENT

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

violation of this provision is void. Subject to the foregoing this Contract is binding and shall ensure to the benefit of the successors and assigns of the parties to this Contract.

ARTICLE 20: INSPECTION OF WORK

The CONTRACTOR and any Subcontractor shall permit RIDESHARE, the State, and the FHWA if federal participating funds are used in this Contract; to review and inspect the project activities and files at all reasonable times during the performance period of this Contract including review and inspection on a daily basis.

ARTICLE 21: SAFETY

- A. The CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures.
- B. Any subcontract entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 22: LIABILITY

- A. The CONTRACTOR waives all claims and recourse against RIDESHARE, including the right to contribution for any loss or damage arising from, growing out of or in any way connected with or incident to this Contract, except claims arising from the negligence of RIDESHARE, its officers, agents, and employees.
- B. The CONTRACTOR agrees to indemnify and hold harmless RIDESHARE, its officers, agents, and employees from any and all claims, demands, costs, or liability to the extent connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONTRACTOR. The CONTRACTOR will reimburse RIDESHARE for any expenditure, including reasonable attorney fees, incurred by RIDESHARE in defending against claims to the extent ultimately determined to be due to negligent acts, errors, or omissions of the CONTRACTOR.
- C. Notwithstanding anything to the contrary in this Contract, CONTRACTOR shall have no obligation, including any obligation of defense or indemnity, with respect to any participant, driver or rider in any vanpool leased, managed, administered or arranged by Contractor (including, without limitation, any employee of RIDESHARE in their capacity as a participant, driver or rider in any such vanpool).

ARTICLE 23: INSURANCE/NOTIFICATION

Prior to commencement of the work described herein, the CONTRACTOR shall furnish RIDESHARE a Certificate of Insurance stating that there is commercial general liability insurance presently in effect for the CONTRACTOR with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.

The following requirements apply to all insurance to be provided by CONTRACTOR:

- a. A certificate of insurance shall be furnished to RIDESHARE within thirty (30) days after execution of this Contract.
- b. 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.
- c. The Commercial General Liability and Automobile Liability insurance policies shall provide an endorsement naming RIDESHARE, its officers, agents and employees as Additional Insured, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by RIDESHARE and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the insurance. Notwithstanding anything to the contrary in this section, the parties agree that volunteer drivers of any vehicles operated in connection with the vanpool services contemplated herein, in their capacities as volunteer drivers (and not as officers, agents, officials, employees and volunteers of RIDESHARE), shall be insured for automobile liability insurance while operating such vehicles solely and exclusively in accordance with, and pursuant to, the written or electronic agreements entered into by and between CONTRACTOR and each such volunteer driver.
- d. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without a thirty (30) days prior written notice to RIDESHARE as given by the CONTRACTOR; and
- e. Approval of the insurance by RIDESHARE shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR's services pursuant to this Contract.

If CONTRACTOR fails or refuses to procure or maintain the insurance required by this paragraph, RIDESHARE shall have the right, to forthwith terminate this Contract.

CONTRACTOR must maintain, and shall cause each Subcontractor to procure and maintain the minimum insurance coverages listed below:

- a) Workers' Compensation Insurance: In accordance with the provisions of Section 3700 of the Labor Code, CONTRACTOR is required to be insured against liability for workers' compensation or to undertake self-insurance. CONTRACTOR agrees to comply with such provisions before commencing the performance of the work of this Contract.
- b) Employer's Liability Insurance: \$100,000/ each accident, \$500,000/ disease—policy limit, and \$100,000/ disease—each employee.

- c) Automobile Liability 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 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.

The foregoing insurance types, limits, and coverages may be modified only with the express written consent of RIDESHARE.

ARTICLE 24: OWNERSHIP OF WORK PRODUCT

- A. Upon completion of all work under this Contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Contract will automatically be vested in RIDESHARE; and no further Contract will be necessary to transfer ownership to RIDESHARE. The CONTRACTOR shall furnish RIDESHARE all necessary copies of data needed to complete the review and approval process.
- B. The CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by RIDESHARE of the machine-readable information and data provided by the CONTRACTOR under this Contract; further, the CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with any use by RIDESHARE of the Project documentation on other projects for additions to this Project, or for the completion of this Project by others, except only such use as may be authorized in writing by the CONTRACTOR.
- C. Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the Contracts as appropriate.
- D. RIDESHARE may permit copyrighting reports or other Contract products. If copyrights are permitted; the Contract shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- E. Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.
- F. The parties agree that there shall be no unique developments of design, software, or the like attributable to this Contract or Project.

ARTICLE 25: CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to RIDESHARE's operations, which are designated confidential by RIDESHARE and made

available to the CONTRACTOR in order to carry out this Contract, shall be protected by the CONTRACTOR from unauthorized use and disclosure.

- B. Permission to disclose information on one occasion, or public hearing held by RIDESHARE relating to the Contract, shall not authorize the CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.
- C. The CONTRACTOR shall not comment publicly to the press or any other media regarding the Contract or RIDESHARE's actions on the same, except to RIDESHARE's staff, CONTRACTOR's own personnel involved in the performance of this Contract, at public hearings or in response to questions from a Legislative committee.
- D. The CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Contract without prior review of the contents thereof by RIDESHARE, and receipt of RIDESHARE's written permission.
- E. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

ARTICLE 26: NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, the CONTRACTOR hereby states under penalty of perjury that no more than one final un-appealable finding of contempt of court by a federal court has been issued against the CONTRACTOR within the immediately preceding two-year period, because of the CONTRACTOR's failure to comply with an order of a federal court that orders the CONTRACTOR to comply with an order of the National Labor Relations Board.

ARTICLE 27: EVALUATION OF CONTRACTOR

Within thirty days of completion of all work described in the Work Program, CONTRACTOR shall be evaluated by RIDESHARE staff. The evaluation shall be kept with records of this Contract at RIDESHARE's offices. If CONTRACTOR receives a negative evaluation, a copy of such evaluation shall be sent (as required by law) to the SLO County Department of General Services, Legal Office. A copy of the evaluation shall be given to CONTRACTOR.

ARTICLE 28: DEBARMENT AND SUSPENSION CERTIFICATION

The CONTRACTOR's signature affixed herein on Exhibit B (attached hereto and incorporated herein), shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or

determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to RIDESHARE.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

ARTICLE 29: STATE PREVAILING WAGE RATES

A. The State of California's General Prevailing Wage Rates are not applicable to this Contract.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction Contracts.

ARTICLE 30: CONFLICT OF INTEREST

1. The CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.
2. Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 31: STATEMENT OF ECONOMIC INTEREST

If RIDESHARE determines CONTRACTOR comes within the definition of "Consultant" as such term is defined in the Political Reform Act of 1974, as amended (Government Code §87100), CONTRACTOR shall complete and file and shall require any other person doing work under this Contract to complete and file a "Statement of Economic Interest" with RIDESHARE disclosing CONTRACTOR and/or such other person's financial interests.

ARTICLE 32: REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONTRACTOR warrants that this Contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any RIDESHARE employee. For breach or violation of this warranty, RIDESHARE shall have the right in its discretion; to terminate the Contract without liability; to pay only for the value of the work actually performed; or to deduct from the Contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE 33: 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.

ARTICLE 34: ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. Where RIDESHARE is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the CONTRACTOR agrees to provide RIDESHARE, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where RIDESHARE is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide RIDESHARE, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes Contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where RIDESHARE enters into a negotiated Contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, CONTRACTOR agrees to provide RIDESHARE, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where RIDESHARE, which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a), enters into a Contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the CONTRACTOR shall make available records related to the Contract to RIDESHARE, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, 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 RIDESHARE, the FTA Administrator, the Comptroller General, 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).

7. FTA does not require the inclusion of these requirements in subcontracts.

ARTICLE 35: FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable FTA Regulations (including those listed in attached Exhibit E), policies, procedures and directives, including without limitation those listed directly or by reference in the Master Contract between RIDESHARE 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.

No Obligation by the Federal Government:

(1) RIDESHARE 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 RIDESHARE, 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 FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

(1) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

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

ARTICLE 36: GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the CONTRACTOR certifies as follows:

The certification in this clause is a material representation of fact relied upon by RIDESHARE. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to RIDESHARE, 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 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 37: CIVIL RIGHTS

The following requirements apply to the underlying Contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national

origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. 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. § 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 for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 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 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(3) The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ARTICLE 38: DISADVANTAGED BUSINESS ENTERPRISES

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 national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 12.5% DBE goal (3% race neutral and 9.5% race conscious). A separate Contract goal has not been established for this procurement.

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. 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 such other remedy as RIDESHARE deems appropriate. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

ARTICLE 39: APPLICABLE LAW AND VENUE

This Contract has been executed and delivered in the State of California and covers services to be performed in California. The parties agree that issues of validity, interpretation and enforcement shall be governed and determined by the laws of the State of California, without regard to its conflict of laws provision. All rights and obligations created under this Contract shall be performed in the County of San Luis Obispo, State of California. The parties agree to venue in any federal court within the State of California having subject matter jurisdiction, for the purpose of any action, suit or proceeding arising out of or relating to this Contract that is brought in federal court, and that the County of San Luis Obispo shall be the venue for any state action or proceeding that may be brought, or arise out of, this Contract.

ARTICLE 40: CONTRACT CONTAINS ALL UNDERSTANDINGS

- a. Any modification or amendment to this Contract must be in writing.
- b. Neither RIDESHARE nor shall CONTRACTOR be deemed to have waived any obligation of the other, or to have agreed to any modification to this Contract unless it is in writing, and signed by the party giving the waiver.

ARTICLE 41: SEVERABILITY

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

ARTICLE 42: NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this Contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONTRACTOR: California Vanpool Authority
ATTN: Ronald Hughes

1340 North Drive
Hanford, CA 93230

RIDESHARE: San Luis Obispo Council of Governments
ATTN: Mallory Jenkins
1114 Marsh Street
San Luis Obispo, CA 93401

ARTICLE 43: CONTRACT

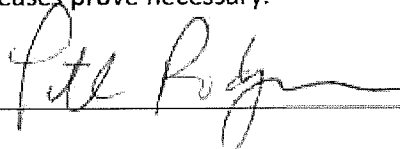
The two parties to this Contract, who are the before named CONTRACTOR and the before named RIDESHARE, hereby agree that this Contract and included Exhibits hereto constitute the entire Contract which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this Contract as evidenced by the signatures below.

The SLOCOG Board authorizes the Executive Director to execute, for and on behalf of the SLOCOG Board, all further amendments to this Agreement with contracted vanpool vendors necessary to effectively administer and grow SLOCOG's regional vanpool subsidy including further increases in the subsidy should such increases prove necessary.

ARTICLE 44: SIGNATURES

Ronald Hughes, Executive Director
California Vanpool Authority

1340 North Drive
Hanford, CA 93230




Pete Rodgers, Executive Director
San Luis Obispo Council of Governments

1114 Marsh Street
San Luis Obispo, CA 93401

9/27/18

APPROVED AS TO FROM:



Timothy McNulty, Legal Counsel

Matthew Christen
D
M

EXHIBIT A. WORK PROGRAM

WHEREAS, RIDESHARE has entered into a Contract dated _____, 2018, with California Vanpool Authority, DBA CalVans, a public transit agency (hereinafter referred to as "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 RIDESHARE, including provision of vanpool services. Qualified vanpools in the program must start with and maintain 50 percent occupancy of vehicle capacity with the majority of passengers qualifying as new vanpool passengers. The vanpool must travel in, from or to San Luis Obispo County as outlined in the Vanpool Application ("Qualified Vanpool"). A "new vanpool passenger" for the purpose of this contract is an individual who has not utilized vanpool services in the past year.
2. Contractor will provide a complete listing of existing vanpools that are currently operating in region (including routes, driver names, passenger names and place of employment in the form provided by RIDESHARE), in addition to all components of the Vanpool Application for new subsidized vans.
3. Contractor will supply RIDESHARE with vanpool program marketing materials upon request.
4. 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.
5. Within ten business days of RIDESHARE receiving a complete Vanpool Participation Application from Contractor for a Qualified Vanpool, RIDESHARE will determine if adequate CMAQ funding remains to select the Qualified Vanpool for participation in the project. Such selection will be made among competing vanpool provider applications solely on the basis of the date and time of application submittal and completeness.
6. RIDESHARE will provide a monthly financial incentive of 50% per month of vehicle lease cost. Currently enrolled vanpools do not qualify for this subsidy. The Vanpool will transport employees between their submitted origin and place of employment for their daily commute. The financial incentive provided by RIDESHARE will be used by Contractor to encourage commuters to join the Vanpool as new vanpool passengers. Participants of other vanpools during the past year are ineligible for this financial incentive, unless those participants can show probable cause for separating from their vanpool. Participants that have been in a vanpool during the past year must equal less than the vanpool majority.
7. Qualified Vanpools must maintain a minimum of 50 percent vehicle occupancy, based on the manufacturer's stated occupancy of such vehicle. Vehicles that fail to maintain 50 percent vehicle occupancy for three consecutive months may be changed to either a more appropriately-sized vehicle, or be terminated from the Program in the sole discretion of RIDESHARE.

8. Each van in the program will be required to update RIDESHARE's iRideshare.org online trip tracking system per RIDESHARE's instruction.
9. Contractor shall provide RIDESHARE with Quarterly Reports, Annual Reports, and Final Report (report templates to be provided by RIDESHARE). Contractor shall submit Quarterly Reports regardless of whether or not quarterly reimbursements are requested.
10. Contractor shall collect daily and report in the Quarterly Reports monthly information about the following measurements:
 - Number of riders in each Qualified Vanpool
 - Daily distance traveled by each Qualified Vanpool
 - Monthly distance traveled by each Qualified Vanpool
11. Contractor will request subsidy reimbursement monthly and support each request by a monthly report. RIDESHARE will request reimbursement from the CMAQ funding source. RIDESHARE will process the Contractor's incentive invoice payments monthly upon receiving reimbursement payments from CMAQ.
12. RIDESHARE will retain the right to request mileage and vanpool operational information until 90 days after the subsidy completion date.
13. Contractor will follow FTA's recommendation to only use vans with less than 100,000 miles or five years of age.
14. Contractor will not use any of the funds under this contract to purchase vehicles.
15. Contractor shall provide proof upon request that it complies with any licenses necessary to operate vanpools in the State of California.
16. Contractor shall submit vehicle information for Vanpool, including license plate number, vehicle identification number (VIN), make, model, and model year.
17. Contractor shall affix decals on vanpool's rear and side panels denoting RIDESHARE branding. RIDESHARE shall provide decals to Contractor. Contractor will provide photo documentation of vanpool showing decals. If asked, Contractor shall enable RIDESHARE to inspect and photo document the vanpool vehicle and affix an appropriate decal.

CONTRACT DELIVERABLES

1. Complete listing of all existing vanpools in the region
2. Vanpool marketing materials
3. Interim progress report on a monthly basis
4. Annual report at the end of the first project year, if project continues for more than twelve (12) months
5. Final report

EXHIBIT B. DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

DEBARMENT AND SUSPENSION CERTIFICATION

1. An authorized representative of CONTRACTOR must complete this certification and certify, under penalty of perjury, that, except as noted below, to the best of his/her knowledge, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager of CONTRACTOR:

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 representative of CONTRACTOR later becomes aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to AMBAG.

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 RIDESHARE. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to RIDESHARE, 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. FTA REGULATIONS

FTA ASSISTED REQUIRED CLAUSES FTA

It is a requirement of the Federal Government that activities financed, in whole or in part, with Federal funds and performed by a third-party contractor and its subcontractors on behalf of SLOCOG/Rideshare must be carried out in accordance with Federal requirements.

Activities performed under the contract ("Contract") to which this is an exhibit (the "Program") are financed, in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA), and are therefore subject to the applicable grant terms, conditions, and regulations. The contractor ("Contractor") and any subcontractor(s) performing activities under this Contract must at all times adhere to all applicable Federal regulations, policies, procedures and directives as a condition of satisfactory performance.

All subcontracts and subcontractors employed as a result of this Contract are subject to the same conditions and regulations as set forth herein unless specifically exempted. The prime Contractor must ensure that its subcontractors at all tiers are made aware of and comply with these Federal regulations. The prime Contractor will be held liable for compliance failures by its subcontractors. Failure to comply will render the prime Contractor responsible for damages and/or contract termination.

1. BUY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products acquired for use in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA, or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set forth in 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

The Buy America requirements apply to construction contracts and the acquisition of goods or rolling stock (valued at \$100,000 or more). The Buy America requirements provide that Federal funds may not be obligated for mass transportation projects unless steel, cement, and manufactured products (as defined by FTA) used in such projects are produced in the United States. As a condition of responsiveness, the Contractor must submit a completed "Buy America Certificate" as part of its bid. The submission of a false certification is a criminal act and a violation of 18 U.S.C. 1001.

The Contractor must submit the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. The Contractor is responsible for ensuring that lower tier contractors and subcontractors are in compliance with the Buy America requirements.

2. NON-COLLUSION

The Contractor guarantees that the bid submitted is not a product of collusion with any other contractor and that it has not been communicated by the Contractor to anyone not an employee, agent, or surety of the Contractor. Contractors are required to furnish a Federal Non-Collusion Affidavit at the time their bid is submitted to SLOCOG/Rideshare.

3. INCORPORATION OF FTA TERMS

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms is deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SLOCOG/Rideshare requests that would cause SLOCOG/Rideshare to be in violation of the FTA terms and conditions.

4. PROMPT PAYMENT PROVISION

The Contractor must pay all subcontractors for satisfactory performance of their contracts no later than thirty (30) days from the receipt of payment made to the Contractor by SLOCOG/Rideshare. Prompt return of retainage payments from the Contractor to the subcontractors will be made within fifteen (15) days after each subcontractor's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with SLOCOG/Rideshare's prior written approval. If the Contractor determines the work of the subcontractor to be unsatisfactory, it must notify SLOCOG/Rideshare's Program manager immediately in writing and state the reasons. The failure by the Contractor to comply with this requirement will be construed to be a breach of the Contract and may be subject to sanctions as specified in the Contract or any other options listed in 49 C.F.R. 26.29.

5. NONDISCRIMINATION

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

- a. **Compliance with Regulations.** The Contractor shall comply with the regulations relative to nondiscrimination in DOT-assisted programs, 49 C.F.R. Part 21, as they may be amended from time to time (referred to in this section as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- b. **Nondiscrimination.** The Contractor shall not discriminate on the grounds of age, race, color, sex, 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.

- c. **Solicitations for Subcontracts, including Procurement of Materials and Equipment.** In all solicitations, whether by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex, or national origin.
- d. **Information and Reports.** The Contractor must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the SLOCOG/Rideshare to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required, or the information is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor must so certify to the SLOCOG/Rideshare, and must 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 this Contract, the SLOCOG/Rideshare shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (1) withholding of payments to the Contractor under the Contract until the Contractor complies, and/or (2) cancellation, termination, or suspension of the Contract, in whole or in part.

The Contractor shall include the provisions of this clause in every subcontract, including those for procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor must take such action with respect to any subcontract or procurement as SLOCOG/Rideshare may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, if the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request SLOCOG/Rideshare to enter into the litigation to protect the interests of the SLOCOG/Rideshare.

6. AFFIRMATIVE ACTION IN EMP

The Contractor shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973 (the "Rehabilitation Act").

- a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees

to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.
- c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.
- d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

The Contractor shall include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Transportation issued pursuant to Section 503 of the Rehabilitation Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 C.F.R. 60-741.4.4).

7. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

In accordance with 18 U.S.C. 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

8. INTEREST OF PUBLIC OFFICIALS

No member, officer, or employee of any public body, during his tenure, or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the benefits thereof.

9. FEDERAL CHANGES

The Contractor must 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 SLOCOG/Rideshare and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply constitutes a material breach of this Contract.

10. 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 C.F.R. Part 247 and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

11. CIVIL RIGHTS

The following requirements apply to the underlying Contract:

- a. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to the underlying contract:
 - 1) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. 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. 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 Program. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated equally

during employment, without regard to their race, color, creed, national origin, sex, or age. Such action must include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 2) **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - 3) **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 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 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. **Overtime requirements.** No Contractor or subcontractor contracting for any part of the contract 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 a rate 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.
- b. **Violation.** Liability for unpaid wages; liquidated damages-In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek for forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- c. **Withholding for unpaid wages and liquidated damages** -SLOCOG/Rideshare shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. **Subcontracts** -The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

13. COVENANTS AGAINST GRATUITIES

It is SLOCOG/Rideshare's policy that no official or employee of the SLOCOG/Rideshare or its contractors shall seek or accept, directly or indirectly, any gift, service, favor, employment, engagement, compensation, or economic opportunity from a contractor, potential contractor, or subcontractor which would tend improperly to influence a reasonable person in her or her position to depart from the faithful and impartial discharge of his or her public duties.

14. INELIGIBLE CONTRACTORS

In the event the Contractor is on the Comptroller General's List of Ineligible Contractors for Federally financed or assisted projects, this contract may be canceled, terminated, or suspended by SLOCOG/Rideshare.

15. PROVISIONS FOR RESOLUTION OF DISPUTES OR BREACHES

The Contractor agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Program. Accordingly:

- a. The Contractor agrees to notify FTA of any current or prospective major dispute, breach, default, or litigation pertaining to the Program. If the Contractor seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Contractor agrees to inform the FTA before doing so.
- b. The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share committed to the Program, of any proceeds derived from any third-party recovery, except that liquidated damages recovered may be returned to the Program account in lieu of returning the Federal Share to the Federal Government.

- c. The Contractor agrees to pursue all legal rights available under any third-party contract.
- d. FTA reserves the right to concur in any compromise or settlement of any claim involving the Program and the Contractor.
- e. FTA encourages the Contractor to use alternative dispute resolution procedures, as may be appropriate.

16. COMPLIANCE WITH AMERICANS WITH DISABILITIES AND SIMILAR LAWS

The Contractor agrees to comply with the requirements of 49 U.S.C. 5301(b) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. 12101, et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- a. **DOT regulations.** "Transportation Services for Individuals with Disabilities(ADA)", 49 C.F.R. Part 37;
- b. **DOT regulations.** "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 C.F.R. Part 27;
- c. **Joint U.S. Architectural and Transportation Barriers Compliance Board/DOT regulations.** "Americans with Disabilities(ADA) Accessibility Specifications for Transportation Vehicles", 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- d. **DOT regulations.** "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 C.F.R. Part 35;
- e. **DOT regulations.** "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities", 28 C.F.R. Part 36;
- f. **U.S. GSA regulations.** "Accommodations for Physically Handicapped", 41 C.F.R. Subpart 101-19;
- g. **U.S. Equal Employment Opportunity Commission.** "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- h. **U.S. Federal Communications Commission regulations.** "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- i. **FTA regulations.** "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- j. Any implementing requirements FTA may issue.

17. NOTICE OF FEDERAL REQUIREMENTS

New Federal laws, regulations, policies, and administrative practices may be established after the date of this Contract, which may apply to this Contract. If Federal requirements change, the changed requirements will apply to the Contract or the performance of work under the Contract as required. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements.

18. THIRD-PARTY RIGHTS

Notwithstanding anything herein to the contrary, the services provided under this Agreement shall not give rise to, nor shall be deemed to or construed so as to confer any rights on any other party, as a third-party beneficiary or otherwise.

19. RECORDS RETENTION; AUDIT AND INSPECTION OF RECORDS

- a. The Contractor shall permit the authorized representatives of the SLOCOG/Rideshare, DOT, and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance under the contract until the expiration of three years after final payment under this Contract.
- b. The Contractor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that the SLOCOG/Rideshare, DOT, and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subcontractor directly pertinent to this contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- c. The periods of access and examination described above, for records which relate to (1) appeals under the dispute clause of this Contract, (2) litigation or the settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

20. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

- a. SLOCOG/Rideshare and the 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 SLOCOG/Rideshare, Contractor, or any other

party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

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

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

- a. The Contractor acknowledges that the requirements 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 the Program. Accordingly, by signing the Grant Agreement or Cooperative Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Program covered by the Grant Agreement or Cooperative Agreement. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes 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, as amended, on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5323(l), to the extent the Federal Government deems appropriate.

22. CLEAN WATER REQUIREMENTS

- 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 SLOCOG/Rideshare and understands and agrees that the SLOCOG/Rideshare 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 subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

23. CLEAN AIR REQUIREMENTS

- 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. 7401, et seq. The

Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser 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 subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

24. ENVIRONMENTAL REQUIREMENTS

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321, et seq., consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality", 42 U.S.C. 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures", 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

25. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42U.S.C. 6321, and 49 C.F.R. Part 18.

26. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY

- a. This Contract is a covered transaction for purposes of 2C.F.R. Part 1200 and 2 C.F.R. Part 180. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 2 C.F.R. 180.995, or affiliates, as defined at 2C.F.R. 180.905, are excluded or disqualified as defined at 2C.F.R. 180.940 and 180.945.
- b. The Contractor is required to comply with 2C.F.R. 180, Subpart C, and must include the requirement to comply with 2C.F.R. 180, Subpart C, in all contracts for lower-tier transactions over \$25,000 and in all solicitations for lower tier contracts.
- c. The Contractor agrees by that it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Program, unless authorized in writing by the SLOCOG/Rideshare.

27. COMPLIANCE WITH FEDERAL LOBBYING POLICY

Section 1352 of Title 31, United States Code, provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person by influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with any of the following covered Federal actions: 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.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. 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 Federal Agency, a member of Congress, an 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.

28. GEOGRAPHIC RESTRICTIONS

The Recipient agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA, such as stated in Subsection 15.1 of the Master Agreement.

29. CHARTER BUS REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 5323(d) and 5323(g) and 49 C.F.R. Part 604, which provide that recipients and sub recipients 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 49C.F.R. 604. 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 parties agree that Qualified Vanpool services are not "charter bus" services.

30. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

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

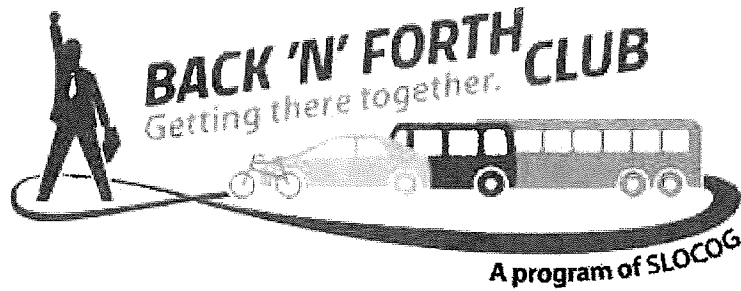
- b. **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5310(a)(2) for Elderly Individuals and Individuals with Disabilities.** If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C.5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C.5333(b) are necessary or appropriate for the state and the public body sub recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Program 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 Non-urbanized Areas.** If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C.5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the 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.

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.35.

31. DRUG AND ALCOHOL TESTING

To the extent one is not already in place, the contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or SLOCOG/RIDESHARE, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 to SLOCOG/RIDESHARE. To certify compliance the contractor shall use the "Substance Abuse

Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.



SLO Regional Vanpool Program PARTICIPATION GUIDELINES

SLOCOG's SLO Regional Vanpool Program is a service operated and funded by Federal Congestion Management Air Quality funds (CMAQ). The program is designed to reduce rush hour congestion on the region's roadways, eliminating existing single occupant trips, and is part of SLOCOG's Regional Transportation Plan. The program offers a monthly financial incentive to new commuter vanpools to offset their monthly lease cost.

Please retain a copy of these guidelines, the agreement, and the application for your records.

Which Vanpools Can Apply for the Program?

The Regional Vanpool Program offers a 50% monthly subsidy toward vanpools that:

- Have either an origin and/or destination within San Luis Obispo County;
- Maintain 50% occupancy in a 7-15 passenger vehicle; and
- Submit an application for the program and meet specific criteria (see "How Will the Vanpool Enroll in the Program?" below).
- A DMV Medical is required for all primary and alternate drivers for vans with eleven or more passengers.
- Cannot discriminate against passengers unwilling or unable to drive.

Customers of private transit, private shuttles, vanpools in the past twelve months, and private vanpools are not eligible to enroll in the Program.

How Does the Vanpool Apply for the Program?

To apply, all vanpool users must first register on the iRideshare online system at www.iRideshare.org. Then, the application below must be submitted to one of our qualified vanpool vendors: Enterprise Rideshare, Ride-On (contract pending), or Calvans (contract pending). The vanpool coordinator must submit the form by the 15th of the current month to be considered for enrollments on the 1st of the following month, e.g., apply by August 15th to be considered for enrollment on September 1st.

How Will the Vanpool Enroll in the Program?

Vanpools will be enrolled in the Vanpool Program based on the following priority criteria:

Group 1:

Vanpools with both an origin and destination within San Luis Obispo County with 50 percent start-up occupancy.

Group 2:

Vanpools with origin outside and destination within San Luis Obispo County, traveling a minimum of 20 one-way miles within San Luis Obispo County, with 50 percent start-up occupancy that:

- Have the greatest number of passenger miles on the region's most congested highway segments, e.g., 101, 227, 46; and
- Are co-funded by another public agency representing the originating region.

Group 3:

Vanpools with origin within and destination outside of San Luis Obispo County, traveling a minimum of 20 one-way miles within San Luis Obispo County, with 50 percent start-up occupancy that:

- Have the greatest number of passenger miles on the region's most congested highway segments, e.g., 101, 227, 46; and
- Are co-funded by another public agency representing the destination region.

When Will I Be Notified That the Vanpool is Enrolled in the Program?

You will be notified by SLOCOG. Coordinators must submit the vanpool applications to SLO Regional Rideshare by the 16th of each month for the vanpool to be considered for enrollment on the 1st of the following month.

If the Vanpool is Enrolled in the Program, How Do I Maintain My Enrollment?

There are certain restrictions for maintaining enrollment in the regional vanpool program. The vanpool must:

- Respond by deadline to SLO Regional Rideshare and Vendor requests for information, such as:
 - Confirm trips on iRideshare.org
 - Passenger and boarding lists;
 - Available seats listing;
 - Current driver and alternative driver contact information; and
 - Other select surveys as needed.
- Maintain a minimum of 50 percent vehicle occupancy. Vehicles that fail to maintain 50 percent vehicle occupancy for three consecutive months may be changed to either a more appropriately-sized vehicle, or be terminated from the Program.
- Follow the SLO Regional Rideshare vanpool participation and operation guidelines as described herein.

SLO Regional Rideshare reserves the right to establish a wait list for vanpools to participate in the subsidy program. This option may be exercised at SLO Regional Rideshare's discretion at any time.

SLO Regional Rideshare reserves the right to withhold subsidy payments, or to terminate a vanpool from the program, for failure to provide timely responses to reasonable requests for information such as listed above.

SLO Regional Rideshare retains the right to deny funding for any new vanpools and to terminate the funding for a vanpool or the entire program if it is in the best interest of the agency to do so.

AGREEMENT

TERMS AND CONDITIONS

This SLO Regional Vanpool Program Agreement (Agreement) sets forth the terms, conditions, and responsibilities of the volunteer participants in the SLO Regional Vanpool Program (Program) and SLOCOG/RIDESHARE.

The Program is administered by SLO Regional Rideshare. The Volunteer Participant (Participant) shall refer to all persons that sign the Agreement and hold a valid vanpool vehicle agreement with an authorized vanpool vendor who governs the activities of an individual vanpool group, including, but not limited to: leaseholder, or primary driver who operates a Program vehicle. The supplier refers to the vanpool leasing agency authorized by SLO Regional Rideshare to participate in the Program. Each Participant has read, acknowledges, and agrees to abide by the following terms and conditions.

This must be initialed and signed to register in the SLO Regional Rideshare Vanpool Program.

Volunteer Participants Participant shall be considered a volunteer under the law. Participant acknowledges that participation in the Program is strictly voluntary and that such participation is not acting in or required by the course and scope of official, company business, nor does it in any manner establish an employer-employee or agency relationship with SLOCOG/RIDESHARE.

_____ INITIAL

Reporting Participants shall record and maintain daily and monthly records as required by the Program, utilizing required forms and formats as provided by SLOCOG/RIDESHARE and submitting these records as instructed and scheduled by selected vendor.

_____ INITIAL

Public Access Participant shall cooperate and act to ensure that no person shall be denied the opportunity to participate in, nor be subject to discrimination in the conduct of the vanpool because of race, creed, color, sex, age, or sexual orientation, disability, or employer group.

_____ INITIAL

Participant acknowledges and understands that the Program provides ridesharing referral services for vanpool seat availability without screening the character or background of referrals. SLOCOG/RIDESHARE shall have no responsibility or liability for any acts or omissions of vanpool passengers or referrals.

_____ INITIAL

Invalid Use SLOCOG/RIDESHARE retains the right to discontinue Participant's enrollment or pursue claims, demands or lawsuits against, or seek prosecution of Participant who misrepresents vanpool operation or commits inappropriate use of the vanpool and/or Program.

_____ INITIAL

Indemnification Neither SLOCOG/RIDESHARE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason to anything done or committed to be done by the Participant under or in connection with any work performed by and or services provided by the Participant, their employees officers, agents, employees and subcontractors under this Agreement. The Participant shall fully indemnify, defend, and hold SLOCOG/RIDESHARE and its officers, agents, and employees harmless from and against any liability and expenses including without limitation, defense costs, any costs or liability on account of bodily injury, death or person injury of any person or for the damage to or loss of risk of property, any legal fees and any claims for damages of any nature whatsoever arising out of Participant's participation in the SLO Regional Rideshare Vanpool Program, including without limitation: breach of Participant's obligations under this Agreement; or any act or omission of Participant, or their employer, officers, agents, employees, or subcontractors in connection with its participation in the Program. Nothing in this Agreement shall be construed to give rights to any person or entity that is not party to this Agreement.

_____ INITIAL

Term of Agreement The Agreement shall be effective as of the date signed by the Participant and shall continue in full force until one of the parties terminates the Agreement by giving the other party written notice 30 days prior to the planned date of termination.

_____ INITIAL

Termination by SLOCOG/RIDESHARE SLOCOG/RIDESHARE retains the right to discontinue Participant enrollment and terminate this Agreement immediately or withhold subsidy payments, pursue claims, demands or lawsuits against or seek prosecution of any Participant for any of the following reasons: a. misrepresentation of vanpool operation and/or inappropriate use of the Program services; b. failure to submit daily, monthly and other scheduled records to SLOCOG/RIDESHARE as required; c. the operation of the vehicle becomes inconsistent with Program eligibility requirements; d. failure to provide timely responses to reasonable requests for information such as, but not limited to, those listed in the Program Participation Guidelines and/or the Program Participant Manual; e. failure to abide by Program Terms and Conditions or the Program Participation Guidelines; or f. discontinue of vanpool operation during the term of Agreement. Termination notification shall be confirmed by telephone, electronic mail, or by postal mail service to the current address on record.

_____ INITIAL

Miscellaneous This Agreement, the Program Participation Guidelines, the Program Participation Application and the Program Guide contain all of the terms and conditions of the Agreement between SLOCOG/RIDESHARE and the Participant. Any changes or additions to the Agreement must be in writing and signed by all parties. The captions or headings on any paragraphs in this Agreement are for reference only and do not affect any of the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to limit the right of SLOCOG to adjust or modify its services or perform any other lawful functions.

SLOCOG/RIDESHARE agrees, during the term of the Agreement to:

- ⇒ Provide monthly Program subsidy of 50% of the vehicle lease cost payable to vehicle vendor pursuant to the terms of the Program.
- ⇒ Provide Participant with all policies, rules, report forms with instructions, and schedules applicable to the Program.
- ⇒ Collect and record all agreements, reports, audits, and other Program correspondence as required of the Program or requested by SLOCOG.
- ⇒ Promote, advertise and provide ridesharing referral services for Program participation and vanpool seat availability.
- ⇒ Cooperate to ensure that no person shall be denied the opportunity to participate in the vanpool because of race, creed, color, sex, age, sexual orientation, disability, or employer group.

Participant agrees, during the term of the Agreement to comply with these Agreement Terms and Conditions, the Program Participation Guidelines and the Program Participant Guide.

It is herein acknowledged that:

- ⇒ SLOCOG retains the right to deny funding for any new vanpools and to terminate the funding for a vanpool or the Program if SLOCOG deems that it is in the best interest of the agency to do so.
- ⇒ SLOCOG reserves the right to establish a wait list for Program enrollment, change the Program, or cancel the Program at any time, without obligation at the sole discretion of SLOCOG.
- ⇒ SLOCOG is authorized to promote, advertise, and release to the general public vanpool route information, seat availability and participant e-mail contact information for passenger solicitation purposes.

_____ INITIAL

I, the undersigned, acknowledge that I have read the foregoing paragraphs, and have been fully advised of the potential risks incidental to engaging in the Program. I further understand and acknowledge that the Vanpool Program may be changed or cancelled at any time, without obligation, at the sole discretion of SLOCOG.

The use of a digital signature shall have the same force and effect as the use of a manual signature.

Name (Print)

Signature

Date (MM/DD/YYYY)

APPLICATION

Instructions

1. All fields must be completed on this form.
2. Return application to selected vendor, along with attached Guidelines and Agreement.
3. For assistance in filling out this form, please contact SLOCOG/RIDESHARE at (805) 597-8022; info@rideshare.org.

Section A – Vanpool Vendor & Coordinator Contact Information			
Application Date (MM/DD/YYYY)		Vanpool Vendor	
Vanpool Start Date (MM/DD/YYYY)			
Vanpool Coordinator Contact Information			
Full Name			
Mailing Address		City	State Zip
Employer			
Employer Address		City	State Zip
Telephone ()		Ext	
E-Mail			

Section B – Vehicle Information (completed by selected vanpool vendor)		
Year (YYYY)	Make	Type (Model, Color)
VIN Number		Unit Number
License Plate (State, Number)		Odometer Seating Capacity (including driver)
Vehicle Insured By		Monthly Lease Amount (\$) Fare per Passenger (\$)

Section C – Schedule and Route Information

Days of
Vanpool
Operation

Monday to Friday OR Mon Tue Wed Thu Fri Sat Sun

AM Route

Location (Address or Intersection)	City	Time
Ex: 1114 Marsh Street @ Santa Rosa St	Ex: San Luis Obispo	

PM Route

Identify any variations to your weekly vanpool schedule.
 Ex: We leave work early on Friday afternoons at 4:00 PM, so all PM pick-up and drop-off times occur one (1) hour earlier than times listed above.

Section D – Passenger List (Please attach a pre-existing roster list, or complete the fields below)

Commuter's Name (Last, First)	Pick up Location <i>(if different from origin)</i>	Status <i>(Check all that apply)</i>	Telephone
	Drop Off Location <i>(if different from destination)</i>		E-mail
Doe, Jane	Halcyon Park & Ride	Primary Driver Alt. Driver Coordinator Bookkeeper	(805) 555-1212
	Government Center		email@email.com
1.		<input type="checkbox"/> Primary Driver <input type="checkbox"/> Alt. Driver <input type="checkbox"/> Coordinator <input type="checkbox"/> Bookkeeper	()
2.		<input type="checkbox"/> Primary Driver <input type="checkbox"/> Alt. Driver <input type="checkbox"/> Coordinator <input type="checkbox"/> Bookkeeper	()
3.		<input type="checkbox"/> Primary Driver <input type="checkbox"/> Alt. Driver <input type="checkbox"/> Coordinator <input type="checkbox"/> Bookkeeper	()
4.		<input type="checkbox"/> Primary Driver <input type="checkbox"/> Alt. Driver <input type="checkbox"/> Coordinator <input type="checkbox"/> Bookkeeper	()
5.		<input type="checkbox"/> Primary Driver <input type="checkbox"/> Alt. Driver <input type="checkbox"/> Coordinator <input type="checkbox"/> Bookkeeper	()
6.		<input type="checkbox"/> Primary Driver <input type="checkbox"/> Alt. Driver <input type="checkbox"/> Coordinator <input type="checkbox"/> Bookkeeper	()
7.		<input type="checkbox"/> Primary Driver <input type="checkbox"/> Alt. Driver <input type="checkbox"/> Coordinator <input type="checkbox"/> Bookkeeper	()
8.		<input type="checkbox"/> Primary Driver <input type="checkbox"/> Alt. Driver <input type="checkbox"/> Coordinator <input type="checkbox"/> Bookkeeper	()
9.		<input type="checkbox"/> Primary Driver <input type="checkbox"/> Alt. Driver <input type="checkbox"/> Coordinator <input type="checkbox"/> Bookkeeper	()
10.		<input type="checkbox"/> Primary Driver <input type="checkbox"/> Alt. Driver <input type="checkbox"/> Coordinator <input type="checkbox"/> Bookkeeper	()